



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, April 24, 2019. 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 Abril del 2019. 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



AMENDED AGENDA 4/23/2019

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 24, 2019
7:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PROCLAMATIONS/PRESENTATIONS**
 4. A. **Proclamation - Administrative Professionals Day April 24, 2019**
 4. B. Proclamation - PPEP Tec High School - Cesar Chavez Learning Center
 4. C. Proclamation - Municipal Clerks Week May 5-11, 2019
 4. D. Presentation and recognition of the 2019 - 1st Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Lt. Marco Santana, Janet Taylor, ERAP Committee Chairs & Fausto Gonzalez, Training & Programs Coordinator)**
 4. E. Introduction of the City of San Luis new hires for the 1st quarter from January through March 2019. **(Edgardo Carbajal, HR Recruitment Coordinator)**
5. **CONSENT AGENDA**

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

5. A. MINUTES OF

- Work Session held April 3, 2019
- Regular Council meeting held April 10, 2019

5. B. DISBURSEMENTS FROM APRIL 1, 2019 THROUGH APRIL 12, 2019.

Total Disbursements \$779,095.66
(Seven Hundred Seventy-Nine Thousand, Ninety-Five Dollars and Sixty-Six Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion and possible action on any and all matters regarding a contract with the Greater Yuma Port Authority for reimbursement of construction of a waterline. **(Eulogio Vera, Director of Public Works)**
- 6. B.** Discussion and possible action on any and all matters regarding the City of San Luis accepting and ratifying slurry seal application services from American Pavement Preservation for application of Type 2 slurry seal as part of the 2019 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**
- 6. C.** Discussion and possible action on any and all matters regarding the approval of an engineering design proposal for the Cesar Chavez Boulevard and 10th Avenue intersection and traffic signal by Nicklaus Engineering, Inc. **(Eulogio Vera, Director of Public Works)**
- 6. D.** Discussion and possible action on any and all matters regarding the approval of an Engineering Design Proposal for the Cesar Chavez Boulevard and 6th Avenue traffic signal and intersection improvements by CORE Engineering Group, PLLC. **(Eulogio Vera, Director of Public Works)**
- 6. E.** Public hearing and discussion only regarding Annexation No. A-2019-01 a proposed annexation of territory contiguous to the municipal boundaries of the City of San Luis to include the area of southern Yuma County as shown on the map for annexation recorded at No. 2019-07705 Annexation of the Yuma County Recorder's Office on March 28, 2019. **(Jose A. Guzman, Director of Planning & Zoning and Kay Marion Macuil, City Attorney)**
- A. Motion to open public hearing.
 - 1. Presentation by staff.
 - 2. Call to the public to take all written and oral public comments on this item.
 - B. Motion to close public hearing.
- 6. F.** Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2019-067. A request by Glen T. Curtis on behalf of MJS Properties, L.T.D., property owner, for a Conditional Use Permit to allow the establishment of a religious institution to be located on the northeast corner of 5th Avenue and Union Street. **(Jose A. Guzman, Director of Planning and Zoning)**
- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
 - B. Close public hearing
 - C. Action on Conditional Use Permit Case No. 2019-067

6. G. Discussion and possible action on any and all matters regarding the proposal of an agreement contract between Automated Merchant Systems and the City of San Luis for credit and debit card merchant processing services. **(Jorge Perez, Billing & Collections Manager and Jonathan Dumadag, Senior IT Technician)**

6. H. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of an Application for Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses and Control to authorize La Bodega Kitchen and Bar to sell alcohol on May 18, 2019 during the Dread Mar I Concert. **(Ruben Walshe, La Bodega Kitchen and Bar)**

A. Open public hearing

1. Staff / Applicant Presentation

2. Call to the public on this item

B. Close public hearing

C. Action on Application For Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses & Control

6. I. Discussion and possible action on any and all matters regarding Resolution No. 2072. A resolution of the City of San Luis, Arizona, supporting the Proclamation of Emergency by the Mayor of the City of Yuma, Arizona. **(Mayor Gerardo Sanchez)**

7. **SUMMARY OF CURRENT EVENTS**

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

8. **CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

9. **ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

4.A.

Meeting Date: 04/24/2019

Title:

Proclamation - Administrative Professionals Day April 24, 2019

Attachments

Administrative Professionals Day 4/24/2019



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

ADMINISTRATIVE PROFESSIONALS DAY
April 24, 2019

WHEREAS, Administrative professionals play an essential role in coordinating the office operations of businesses, government, educational institutions and other organizations, and

WHEREAS, the work of administrative professionals today requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities, and

WHEREAS, Administrative Professionals Week is observed annually in workplaces around the world to recognize the important contributions of administrative support staff and is sponsored by the International Association of Administrative Professionals, and

WHEREAS, Administrative Professionals Week 2019 is focused on "Honoring the office professionals who make offices work," reflecting the integral and central role that office professionals play in modern business, and

NOW THEREFORE, I, Mayor Gerardo Sanchez, of City of San Luis hereby proclaim the week of April 21-27, 2019 as Administrative Professionals Week, and Wednesday April 24, 2019 as "Administrative Professionals Day," saluting the valuable contributions of administrative professionals in the workplace. And I call on all employers to support continued training and development for administrative staff, recognizing that a well-trained workforce is essential for success in today's business world.

PASSED AND ADOPTED this 24th day of April 2019

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

4.B.

Meeting Date: 04/24/2019

Title:

Proclamation - PPEP Tec High School - Cesar Chavez Learning Center

Attachments

Proclamation - PPEP Tec High School Cesar Chavez Learning Center



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

PPEP TEC HIGH SCHOOL – CESAR CHAVEZ LEARNING CENTER

WHEREAS, Portable Practical Education Preparation (PPEP) was founded with a mission “to improve the quality of rural life” in August 1967 by Dr. John David Arnold aboard “La Tortuga (the tortoise),” a converted 1957 Chevrolet School bus named by Barcero farmworker students attending classes in basic education and English; and

WHEREAS, PPEP Tec, one of Arizona’s first charter schools, was chartered in 1995 as a public alternative high school with a mission “to provide quality educational services for students ages 14 through 21, in grades nine through twelve” and celebrates nearly 25 years of continuous educational services; and

WHEREAS, PPEP Tec staff and administrators are committed to providing each student with the help and support he/she needs for a positive high school experience in preparation for post-secondary education and/or entering into the workforce upon graduation; and

WHEREAS, PPEP Tec Cesar Chavez Learning Center in San Luis provides a rigorous curriculum that is aligned with Arizona Academic Standards and offers core courses, elective courses, extra-curricular activities, academic support, flexibility in schedule and offers graduates an Arizona high school diploma; and

WHEREAS, PPEP Tec Cesar Chavez Learning Center in San Luis offers educational programs to enhance student learning by promoting student engagement with Arizona Western College, Arizona State University, Future Health Leadership program, Student Council, Youth Leadership Conferences, Migrant Education Program, ASU Water Quality Project, Summer School, Mentoring Programs, Per-To-Per Academic Support; and

WHEREAS, PPEP TEC and PPEP, Inc. provide leadership in educational opportunities for youth throughout Arizona; and

NOW THEREFORE, I, Gerardo Sanchez, Mayor of City of San Luis hereby proclaim Special recognition of PPEP, Inc. and PPEP Tec and further, offer congratulations to its students, teachers, staff, administrators, and the School Governing Board for partnering with our community and we wish them many more years of continued successes.

PASSED AND ADOPTED this 24th day of April, 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

4.C.

Meeting Date: 04/24/2019

Title:

Proclamation - Municipal Clerks Week May 5-11, 2019

Attachments

Proclamation - Municipal Clerk's Week



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK May 5 - 11, 2019

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations, and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis, do recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and further extend appreciation to our **Municipal Clerk, Sonia Cornelio; Deputy City Clerk, Melissa Lopez** and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

PASSED AND ADOPTED this 24th day of April 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4.D.

Meeting Date: 04/24/2019

Presentation Topic/Summary:

Presentation and recognition of the 2019 - 1st Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Lt. Marco Santana, Janet Taylor, ERAP Committee Chairs & Fausto Gonzalez, Training & Programs Coordinator)**

Attachments

2019 1st Qtr ERAP Awardees

2019 1ST QUARTER RECIPIENTS

EMPLOYEE RECOGNITION & AWARDS PROGRAM (ERAP)

Years of Service

<u>5 Years</u>	<u>15 Years</u>
Emmanuel Aldama, <i>Police</i>	Monica Ruiz, <i>Police</i>
Jose Guzman, <i>Planning & Zoning</i>	Robert Solis, <i>Fire</i>

Customer Service Award | Jose L. Cisneros, *Administration*

Jose Luis Cisneros, Administrative Coordinator, from Administration was awarded the Customer Service Award due to his excellent customer service skills displayed whether it is in person or on the phone to both customers and co-workers. Jose Luis is always proactive and willing to take that extra step in offering his help when asked. He has a great personality and is a valuable employee of the City.

Achievement Award | Maria Sabori, *Risk*

Ms. Maria Sabori exhibits determination on providing the best service and knowledge when attending to requests from everyone who seeks support on how to assess and prevent potential risks both inside and out of the City of San Luis.

Since her appointment as Risk Property Analyst, Ms. Sabori has demonstrated passion for her line of work all with the goal of preventing potential hazards that could cause injuries or fatalities.

Recently, Ms. Sabori has worked with OSHA on establishing employee trainings on different safety topics, most of which provide attendees with a certificate of completion that validates their participation and certifies employees of having received orientation on how to deal with both potential and unexpected safety situations. Her dedication to her work helps departments achieve the goal of creating a safe and prosper work environment for all employees.

Award of Excellence | Derek Dueñas, *Information Technology*

Mr. Derek Dueñas received the Award of Excellence this 1st Quarter due to his hard work and going above and beyond the line of duty to keep the City network running smoothly. Recently, City of San Luis experienced a power outage city wide, and Mr. Dueñas responded by coming in right on a Sunday night to make sure the Police Department, Dispatch and the Fire Department kept their services running. Derek re-routed and enabled emergency fail-over systems to ensure the mission critical systems continued to be available internally and services were available for our constituents.

Employee of the Quarter | Efrain Quintero, *Utility Billing*

Efrain Quintero is the recipient of the Employee of the Quarter for the 1st Quarter of 2019. Mr. Quintero has demonstrated to be a great team player, co-worker and a valuable member of the Billing & Collections Division. He has a very positive attitude and is always willing to help his team and customers. He always shows up motivated and ready to work. In the short time that he has been with Billing & Collections, Efrain has proven himself to be very hard working and a reliable employee. He is always open to suggestions on how to make everything more effective for the entire division and has adapted quickly to his duties and responsibilities.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4.E.

Meeting Date: 04/24/2019

Summary

Introduction of the City of San Luis new hires for the 1st quarter from January through March 2019.
(Edgardo Carbajal, HR Recruitment Coordinator)

Attachments

1st Qrt New Hires

Employee New Hire Report

Hire Date Range 01/01/19 - 03/31/19

Employee Name	Date of Hire	Primary Department	Position
LIZARDE, RAFAEL	01/14/2019	Police Department	Police Officer
SOSA, KAREM	01/14/2019	Finance / Billing & Collections	Customer Service Representative
TORRES, VICENTE D	01/14/2019	Police Department	Police Officer
CORREA TORRES, CARLOS	01/17/2019	Public Works / Highway Users	Maintenance Technician
ANGULO, APRIL	01/22/2019	Police Department	Transit Enforcement Officer
GARCIA, JOSE R	01/22/2019	Planning & Zoning	Building Inspector I
HIGUERA INIGUEZ, JONATHAN A	01/22/2019	Fire Department	Fire Fighter
CERON MEZA, JACKELINE	02/04/2019	Police Department	Transit Enforcement Officer
FLORES SANDOVAL, CARLOS	02/04/2019	Public Works / Highway Users	Maintenance Technician
VIRAMONTES RUBIO, NICOLAS	02/21/2019	PARKS GROUNDS	Maintenance Technician
ARROYO HERNANDEZ, FELIPE	02/25/2019	Public Works / Highway Users	Equipment Operator
CAZAREZ-CORTEZ, KATHYA	03/20/2019	Recreation	Recreation Intern
LEON, ROSALVA	03/27/2019	Human Resources	HR Technician



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 04/24/2019

Summary

MINUTES OF

- Work Session held April 3, 2019
 - Regular Council meeting held April 10, 2019
-

Attachments

4/3/2019 WS

4/10/2019 RCM

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 3, 2019
6:30 p.m.

1. **CALL TO ORDER/ROLL CALL**: Mayor Gerardo Sanchez called the Work Session to order at approximately 6:32 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

ABSENT: Council Member Mario Buchanan Jr.
Council Member Jose Ponce

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Axel Chayra, Information Technology Department
Jesus Meza, Assistant Director of Parks & Recreation
Ric Bauerman, Fire Department
Cesar Neyoy, Bajo El Sol

2. **ITEMS FOR DISCUSSION ONLY**

2. A. Presentation followed by discussion and possible directions to staff on any and all matters regarding downtown improvements. (Jeff Velasquez, Vice President, Principal Landscape Architect of J2 Engineering and Environmental Design)

Mr. Tadeo A. De La Hoya, City Manager, informed that this item will be move to be discuss during the Regular Council Meeting scheduled for April 10, 2019.

2. B. Discussion and possible directions to staff on any and all matters regarding the appointment of seven (7) members to the San Luis Economic Development Commission. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, informed that the San Luis Economic Development Commission has seven (7) vacancies. She explained that there were four (4)

candidates that submitted a letter of interest to continue to serve on the commission. She added that there were six (6) new candidates that submitted an application for consideration.

Vice-Mayor Maria Cecilia Ramos, informed that that she has been speaking with Mr. Iram Sahid and he has expressed his interest in contributing to the community. She stated that Mr. Sahid would be a great member to the board. Ms. Ramos also nominated Ms. Joselyn Medina to this board. She stated that Ms. Medina is very interested in serving this board.

Mayor Gerardo Sanchez asked why is the board limited to seven (7) members only. He commented that he asked because there are 10 individuals that are interested in becoming members to this board.

Council Member Gloria Torres replied that the bylaws state that this board should be conformed of seven (7) members. She added that the only problem will be to accommodate all 10 members in the Council Chambers as meetings need to be held in the Council Chambers for recording purposes.

Mayor Gerardo Sanchez stated that he was only making a suggestion and does not want to get things complicated.

Council Member Africa Luna-Carrasco asked if anything can be accomplished by having more than seven (7) member on this board.

Mayor Gerardo Sanchez stated that if increasing the number of members get too complicated, it is better to keep it at seven (7) members, as meetings need to be recorded.

Council Member Matias Rosales agreed with Vice-Mayor Maria Cecilia Ramos in appointing Joselyn Medina as she represents education/workforce. He stated that Mr. Gustavo Macgrew will be a good fit since he represents retail and currently there are no representatives from this industry. He also suggested Mr. Iram Sahid that also represents the retail service industry.

Mr. Tadeo A. De La Hoya, City Manager, stated that Mr. Gustavo Macgrew currently got appointed to the Employee Benefit Trust Board. He suggested appointing Mr. Mario Jauregui to the San Luis Economic Development Commission as he will be representing the Industrial Park.

Council Member Matias Rosales suggested reappointing Emma Torres who represents healthcare, Randy Nelson who represents small business/entrepreneurship, and Maria Gonzalez who will represent a financial bank. He suggested appointing Joselyn Medina who

will represent education/workforce, Mario Jauregui who will represent industrial park, Gustavo Macgrew and Iram Sahid who will both represent retail.

Mayor and Council concurred in the decision of who will be appointed to the San Luis Economic Development Commission.

2. C. Discussion and possible directions to staff on any and all matters regarding the Arizona State Land Department application for the acquisition of Right of Way land for the widening of Juan Sanchez Boulevard. (Jenny Torres, Economic Development Manager, and Eulogio Vera, Director of Public Works)

Ms. Jenny Torres, Economic Development Manager, informed that she has met with Bureau of Reclamation and State Land Department and also mentioned that staff has been working with the Arizona Department of Transportation (ADOT). ADOT will have the environmental plan done by May 2019. With this review, staff has been able to identify private, state and federal land that the city needed. She informed that the application to acquire the right of way has been submitted. She stated that there are two different projects on Juan Sanchez Blvd. one in which James Davey is the Engineer and the other project, the 4th Avenue Project, which was submitted by Mr. Eulogio Vera, Director of Public Works. Ms. Jenny Torres informed that the state suggested putting together only one (1) project that includes both. She stated that staff has been submitting documentation needed as part of the process. She mentioned that staff have started evaluating what will be the cost of the land which will be \$26,000.00 and \$30,000.00 per acre. Furthermore, she stated that since Mr. Eulogio Vera's project will not be accomplished because the right of way is needed and this project will take between 8 to 12 months. She stated that staff have decided to pay for a portion of the land now and put it in a suspended account with the State Land Department and it stays there while the appraisal process and the bidding is done, then allocate the difference in the next fiscal year. She stated that staff is requesting authorization to use the funds of the 4th Avenue Project on this project, Mr. Eulogio Vera will request that project in the next fiscal year, and use the \$350,000.00 funding available and put it in the suspended account with the State Land Department. Ms. Jenny Torres presented Mayor and Council with a map identifying land owned by the State of Arizona. She asked Mayor and Council for authorization to use the funding available for this project.

2. D. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2071. A resolution of the Mayor and City Council of the City of San Luis, Arizona to execute an Intergovernmental Cooperative Agreement between City of San Luis, City of Somerton, City of Yuma, County of Yuma and Town of Wellton for the Consortium of the Federal HOME Program. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, informed that this Intergovernmental Agreement (IGA) was approved by all communities 3 years ago. She informed San Luis has benefited with the funding from this program. She stated that the HOME Consortium Board uses a point-based system to guide funding decisions to ensure equitable distribution of the funds among local government. Mr. Torres stated that staff is recommending the renewal of this IGA to continue to participate in the Yuma County Home Consortium for another 3-year period.

3. ADJOURNMENT

MOTION: Council Member Maria Cecilia Ramos/Council Member Africa Luna Carrasco to adjourn the meeting at approximately 6:53 p.m. Motion passed unanimously.

The vote was as follows:

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

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 10, 2019
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:07 p.m.

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, PIO/Assistant to Council
Jenny Torres, Economic Development Manager
Jonathan Dumadag, IT Technician
Maria Muñoz, HR Benefits Coordinator
Monica Castro, Director of Finance
Richard Jessup, Chief of Police
Cesar Neyoy, Reporter
Christian Cuevas, Simultaneous Interpreter
Concepcion Ulloa, Resident
Lucy Lopez, Reporter
Maria Nuñez, Resident

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Mario Buchanan Jr.

3. INVOCATION

The Invocation was led by Mr. Richard Jessup, Chief of Police.

4. PRESENTATIONS

4.A. Presentation followed by discussion and possible directions to staff on any and all matters regarding downtown improvements. (Jeff Velasquez, Vice President, Principal Landscape Architect of J2 Engineering and Environmental Design)

Ms. Jenny Torrey, Economic Development Manager, introduce Mr. Jeff Velasquez, Vice President, Principal Landscape Architect of J2 Engineering and Environmental Design, who will be making a presentation about a project that will be proposed to the Mayor and City Council in the future.

Mr. Velasquez spoke about a project they worked on approximately five (5) years ago in Tolleson for the Downtown Tolleson Redevelopment Project which had a cost of approximately \$11 million but 85-90% was bond money and about 10% general fund. He provided a PowerPoint presentation which is filed with the complete agenda packet at the City Clerk's Office.

Mayor Gerardo Sanchez asked what was the timeframe for this project. Mr. Velasquez responded that the bond for this project was passed in 2000 and the city decided to work on other projects. In 2011 they put in a Request for Qualifications (RFQ) where J2 Engineering & Environmental Design was hired to plan and in 2012 for design. The design was done in 2013 and constructed entirely in 2014, Tolleson's population is approximately 8,000 residents it is a very active community, it is mostly distribution and make a lot of their money off from rail distribution. Mayor Gerardo Sanchez thanked Mr. Velasquez for the presentation.

Ms. Torres stated that staff will continue to work with the concept and will explain this project at the Budget Retreat.

4.B. Presentation and recognition of first, second, and third place winners for grades K-6th and 7th-12th, as well as, first and second place for College/University students for the City of San Luis César Chávez Art and Poetry Scholarship Contest. (Fracia Alonso, Public Information Officer/Assistant to the City Council)

Ms. Fracia Alonso, Public Information Officer/Assistant to the City Council, presented the winners of the 2019 City of San Luis Cesar Chavez Art and Poetry Scholarship Contest. This year there were a total 93 entries, the winners were as follows:

Category Kinder – 6th Grade: 1st Place Monica Gil, 2nd Place Itzel Rodriguez and 3rd Place Raul Ordaz.

Category 7th – 12th Grade: 1st Place Ms. Maria Cisneros Special Ed Class, 2nd Place Nicole Hernandez and 3rd Place Frank Nieto.

Category College – University: Jose Fimbres and Vanessa Vasquez.

Mayor Gerardo Sanchez thanked all the participants and congratulated the winners. The City of San Luis met with Mr. Paul Chavez, Cesar Chavez's son and mentioned that they are planning on converting the Cesar Chavez Hall to a historical museum of the culture for the City of San Luis. Furthermore, he added that the art and poems will be displayed at the lobby for two (2) weeks.

5. CONSENT AGENDA

5.A. MINUTES OF

- Work Session held March 20, 2019
- Regular Council meeting held March 27, 2019

5.B. DISBURSEMENTS FROM MARCH 16, 2019 THROUGH MARCH 31, 2019.

Total Disbursements \$1,093,223.47

(One Million, Ninety-Three Thousand, Two Hundred Twenty-Three Dollars and Forty-Seven Cents)

5.C. Discussion and possible action on any and all matters regarding Resolution No. 2071. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between City of San Luis, City of Somerton, City of Yuma, County of Yuma and Town of Wellton for the Consortium of the Federal HOME Program. (Jenny Torres, Economic Development Manager)

5.D. Discussion and possible action on any and all matters regarding the Arizona State Land Department application for the acquisition of right of way land for the widening of Juan Sanchez Boulevard. (Jenny Torres, Economic Development Manager, and Eulogio Vera, Director of Public Works)

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye

Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6.A. Discussion and possible action on any and all matters regarding the appointment of a member to serve on the Public Safety Personnel Retirement Board for the Police and Fire Departments to replace a member who has resigned. (Tadeo A. De La Hoya, City Manager)

- A. Action by Mayor only to appoint a Citizen Member.**
- B. Action by City Council on the appointment.**

Mr. Tadeo De La Hoya, City Manager, explained that on September 2018 the Mayor and City Council made the appointments for both boards and one has resigned employment from the city therefore he recommended that the replacement be Ms. Maria Muñoz, HR Benefits Coordinator, as the Citizen Member for Police and Fire Boards.

Ms. Muñoz stated that she will be meeting with both Chiefs to go over the duties and understand the secretary's role for the boards.

Mayor Gerardo Sanchez said that these are important boards as it deals with the retirement of police and fire.

ACTION BY MAYOR ONLY:

Mayor Gerardo Sanchez appointed Maria Muñoz as Citizen Member to both the San Luis Fire and Police Departments Public Safety Personnel Local Retirement Boards.

MOTION: Mayor Gerardo Sanchez/Council Member Africa Luna-Carrasco to approve the appointment of Maria Muñoz to both the San Luis Fire and Police Departments Public Safety Personnel Local Retirement Boards. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.B. Discussion and possible action on any and all matters regarding the appointment of seven (7) members to the San Luis Economic Development Commission. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, said that currently there is a vacancy of seven (7) members, the term is for four (4) years. Ten (10) names have been provided to the Mayor and City Council for review and consideration. She added that all 10 candidates were advised of tonight's meeting and appointment, only one candidate is present tonight, Ms. Joselyn Medina.

Mayor Gerardo Sanchez thanked Ms. Medina for her interest to participate to serve on this board.

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Ramos to appoint Gustavo MacGrew, Iram Sahid Leon Lopez, Joselyn Medina, Mario Jauregui, Emma Torres, Maria Gonzalez and Randy Nelson to the San Luis Economic Development Commission. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.C. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2069. A resolution of the Mayor and City Council of the City of San Luis authorizing the submission of application for FY 2019 State Community Development Block Grant (CDBG) funds and FY 2018 State Special Projects funds (CDBG-SSP), certifying that said applications meet the community's previously identified housing and community development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said applications. (Jenny Torres, Economic Development Manager)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

1. Staff Presentation

Ms. Jenny Torres, Economic Development Manager, said that the Arizona Department of Housing released their Notice of Funding Availability (NOFA). For two (2) sources of funding, one is the Regional Account (RA) and the other one is a State's Special Project (SSP) which becomes a competitive ground. The RA application, NOFA was released in February 19 and the deadline is May 24th. For the other NOFA, the SSP was released February 20th and the deadline is June 19th to submit the application. The focus of the Community Development Block Grant (CDBG) funds is to meet the requirements of low and moderate income benefits for activities justify as benefiting low and moderate income persons. As part of the state's process, a public hearing must be held and one community meeting was held March 12. The two (2) proposed projects are the Senior Center Conceptual and Rancho Los Oros. The SSP funding is \$300,000.00 and the RA is \$395,944.00, the total cost for the two (2) projects is close to \$700,000.00 and will not get the city exactly what is needed, so in the next item, she will be requesting a match, although it is not a required match, that will be needed in order to complete the project.

Mayor Gerardo Sanchez indicated that the Senior Center needs to be done, more room is needed, the city's facility is the biggest in the County that provides that service to seniors. He is happy that the city continues budgeting for the seniors as they are the true pioneers of San Luis.

2. Call to the Public on this item

Ms. Maria Nuñez, resident of International Plaza I, made a comment from her seat which is inaudible as she did not approach the podium with the microphone. Mayor Gerardo Sanchez stated that they are not comparing anyone and asked Ms. Nuñez to approach the podium to state her name and address for the record, Ms. Nuñez refused to do so.

Council Member Matias Rosales mentioned he was glad to see this item, the Senior Center expansion, as it has been discussed at the budget retreat for the past three (3) years and hopefully improved the space for them and also maintain Rancho Los Oros to avoid it become one of those subdivisions that deteriorate and become too late to fix which has been in existence since approximately 2002.

Mr. Eulogio Vera, Director of Public Works, commented that there is a lot of settling on the street so that becomes a drainage issue, also the other thing related to health is draining the retention basins over to an existing canal which will get rid of the stagnant water that is being held after a storm, a week or two after and it becomes a public health concern.

Mayor Gerardo Sanchez asked if CDBG grants require that a health/safety component be present. Ms. Torres replied that SSP does and it becomes competitive, the city is competing against all the communities in Arizona and they take that into consideration. There are other projects that have been considered but the subdivisions have to meet all the requirements. The state CDBG representative met with Ms. Torres to focus on some of the issues mentioned and see the city very favorably and that is why the city has been successful in obtaining the SSP grants.

Mayor Gerardo Sanchez thanked staff for the hard work and understands that getting grant money is difficult.

Council Member Matias Rosales asked where the City of San Luis stands when it comes to the scores on the point system. Ms. Torres responded that the City of San Luis gets perfect scores but a lot of applications are perfect scores and the state prioritizes projects based on needs.

B. Close public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to close the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

C. Action on Resolution No. 2069

MOTION: Council Member Jose Ponce/Vice Mayor Maria Cecilia Ramos to approve the Resolution No. 2069 regarding Community Development Block Grants. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6.D. Discussion and possible action on any and all matters regarding Resolution No. 2070. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, committing local funds as leverage for FY 2018-2019 Community Development Block Grant applications. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, stated that as discussed in the previous item, the city is not required to have a match, but being committed definitely has been a plus because they see that they are not just providing the city with funding but the city is pledging to add additional funding to the project to complete as much possible. For Rancho Los Oros it will be broken into two (2) phases as there is not enough funding. For the Senior Center is the same issue, cost estimates were received from the architect and because these are prevailing wage jobs, they don't pay regular wages, therefore 25% more need to be allocated for the construction.

Council Member Jose Ponce asked if the city has the money. Mayor Gerardo Sanchez stated yes, the city sets aside every year money to focus and safeguard specific projects for the past seven (7) years.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Jose Ponce to approve Resolution No. 2070 committing city funds for Community Development Block Grant applications. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

7. SUMMARY OF CURRENT EVENTS

Council Member Africa Luna-Carrasco reported that today, City and Elected Officials met with Mr. Paul Chavez, son of Mr. Cesar Chavez, and representatives from the Cesar Chavez Foundation regarding the Cesar Chavez Hall on Cesar Chavez Street be donated to the city so that the city can preserve it as a historical landmark and to continue the Cesar Chavez legacy going in the community. Ms. Kay Macuil, City Attorney, will prepare a contract to make this happen, they are willing to do it.

Mayor Gerardo Sanchez added that he was present in this meeting and the building requires a lot of maintenance and the city can make a difference and preserve the building for the future.

Vice Mayor Maria Cecilia Ramos reported she attended the Rural Transportation Advocacy Council meeting and they gave the letter of support for the port of entry and is happy that the state is supporting.

Mayor Gerardo Sanchez reported that he has had three (3) radio stations interviews, two (2) from the Phoenix area and one (1) from Univision Miami regarding the port and the impact it has. As of right now, the budget stands in the presidential's budget, GSA will be hosting a public forum on April 17 for the public to comment on the situation regarding the port, so it is very important that the community attend as they are talking about 16 lanes which can

change the dynamics of Downtown San Luis. ADOT will also be present, the city does not get help from the state, no state nor federal funds are received for the 8 million people who cross and use that port of entry. The needs are based on the population of 36,000 and not the 8 million who use the port of entry, if one looks at it, it is 16 million. The month of April will be busy, the budget retreat will take place on April 28, the employee picnic on May 4, there was also a softball tournament to strike cancer.

Council Member Africa Luna-Carrasco reported that the monthly library board meeting was held in San Luis yesterday, there are 4 new members, it was their first time in San Luis and were impressed with the library and stated that we have one of the best libraries in the county.

8. CALL TO THE PUBLIC

Ms. Maria Nuñez, 1449 N. Arden Avenue Plaza I, San Luis, AZ, the first community that started in 1970. Ms. Nuñez apologized if she is very blunt and said that their parents were the ones that established the city and has allowed it to make it grow and thanks to those settlers, pay Plaza I, Plaza II and that is why you guys exist right now, seating on those seats and her presence is not to make a point of who yells the loudest or the angriest, and just like she respects them, they respect her back and she thought she had a bad temper. She added that she has been asking staff to place her on the agenda, because she has never been involved in politics like her brother David Nuñez and she is not getting him involved and she doesn't know the protocol like Mr. Tadeo said that she doesn't know what she wants, and of course she does know what she wants, what she needs and how to get it and yes she can take no for an answer but it has to be shown to her why, why staff has not put her on the agenda to talk about Arden Avenue and all they are asking is that it be widen because there is space, there are wasted resources on their street and the city did not consider that when staff asked for the money for the grant to repair their street until she investigated what the city was not going to do and that is why standing before the City Council not to make a little scene, this is her comment and asked the Mayor and City Council to think about it.

Ms. Nohemi Rodriguez, Crisis Response Coordinator for Amberly's Place, 1310 S. 3rd Avenue, Yuma, AZ, stated the Amberly's Place Executive Director released the statistics for last month earlier today and wanted to give kudos to the San Luis Police Department, Amberly's Place calls have gone up 22% over the last quarter with regards to the services they provide to victims for San Luis. For the first quarter they have seen over 600 victims in Yuma County in reference to domestic violence and child abuse. With the support of the community, their outreach and awareness efforts, the numbers are continuing to go up, but unfortunately not enough people are reporting it. Ms. Rodriguez thanked the Mayor and City Council for their continued support.

9. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 8:10 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Ramos	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 04/24/2019

Summary

DISBURSEMENTS FROM APRIL 1, 2019 THROUGH APRIL 12, 2019.

Total Disbursements \$779,095.66

(Seven Hundred Seventy-Nine Thousand, Ninety-Five Dollars and Sixty-Six Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING APRIL 24, 2019 Disbursement Reports from 4/1/2019 to 4/12/2019

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	4/2/2019	\$ 286,454.02	Schedule A
Accounts Payable Check Account	4/4/2019	\$ 24,495.38	Schedule B
Payroll Check Account	4/8/2019	\$ 4,506.36	Schedule C
Accounts Payable Check Account	4/11/2019	\$ 463,639.90	Schedule D

Total Disbursements: \$ 779,095.66

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro:

Verified by Director of Finance:

For Council approval on: _____

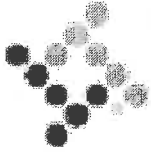
Mayor: _____

Council: _____

RECEIVED

2019 APR 18 A 10:35

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Schedule A

Pay Day Register

Pay Date Range 03/16/19 - 03/29/19

Pay Batch 201907

PSPRS POLICE DB RATE - TIER 3	1,021.98	10,281.57	BUS COMPANY AND DRIVERS	141.52	2,563.76
STANDARD LIFE ADDTNL	818.03	.00	CLERICAL OFFICE/ LIBRARY/	218.30	90,965.97
TRANSWESTERN MEXICAN	96.26	.00	Electrician	58.53	1,864.00
U.S. MEX DENTAL - EE &	571.32	.00	FIREFIGHTERS & DRIVERS	2,500.06	71,023.75
U.S. MEX DENTAL - EE &	84.64	.00	GARBAGE/ ASH/ REFUSE	268.54	4,296.57
UNITED WAY	14.00	.00	MUNICIPAL/ TOWN/	67.97	3,884.00
US & MEX DENTAL= FAMILY	554.82	.00	PARKS- NOC ALL EMPLOYEES	488.56	15,760.03
US & MEX HEALTH = C	5,992.00	.00	POLICE OFFICERS	4,003.81	91,410.96
US & MEX HEALTH = FAMILY	4,472.87	.00	RECREATION- ALL EMPLOYEES/	231.43	16,892.23
US & MEX HEALTH = SP	1,048.60	.00	SEWAGE DISPOSAL/ PLANT	677.07	19,682.23
VSP - VISION FAMILY	578.10	.00	Street or Road Construction	1,860.84	23,173.27
Net	<u>\$286,454.02</u>		WATERWORKS OPERATIONS	596.72	17,196.14
			Total	<u>\$12,304.62</u>	

Direct Deposits	Amount
1st Bank Yuma	23,651.37
ACADEMY BANK	3,755.35
Bank of America	200.00
BANKCORP BANK	226.04
BBVA COMPASS	831.66
Charles Sch	200.00
Chase Bank	130,099.56
CHASE BANK CA	2,160.05
CHASE BANK MORGAN	1,607.19
chase centro	929.78
Federal Credit Union	36,864.82
FF CREDIT UNION	300.00
GREEN DOT BANK	1,229.15
National Bank	500.00
Navy Federal	8,471.11
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,034.68
Sunbank	1,492.32
USAA FEDERAL SAVING	1,081.38
WASHINGTON FEDERAL	878.37
Wells Fargo	53,857.52
WELLS FARGO ARKANSAS	1,208.19
Total	<u>\$270,698.54</u>
Check	\$15,755.48

Prepared by:
Deborah Luna

Date:

Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/4/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88800	04/04/2019	Open			Accounts Payable	VALENCIA, LINO	\$375.00		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals							\$24,495.38		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$24,495.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	15	\$24,495.38	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$24,495.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	15	\$24,495.38	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$24,495.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	15	\$24,495.38	\$0.00

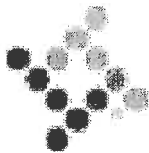
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$24,495.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	15	\$24,495.38	\$0.00

Prepared By:
Maggie Dominguez
 Date: *Maggie S.*
C 4/4/19

Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/4/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
88786	04/04/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$200.00		
88787	04/04/2019	Open			Accounts Payable	BALSINO, PETER, M	\$159.98		
88788	04/04/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$252.91		
88789	04/04/2019	Open			Accounts Payable	EAST SPANISH CONGREGATION OF JEHOVAHS WIT AZ	\$1,050.00		
88790	04/04/2019	Open			Accounts Payable	FOP/ALC	\$285.00		
88791	04/04/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
88792	04/04/2019	Open			Accounts Payable	LOPEZ, VICTOR	\$150.00		
88793	04/04/2019	Open			Accounts Payable	MOLINA, JOSE	\$150.00		
88794	04/04/2019	Open			Accounts Payable	RIEDEL, NIEVES	\$16,000.00		
88795	04/04/2019	Open			Accounts Payable	RUIZ, OSCAR	\$375.00		
88796	04/04/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$405.00		
88797	04/04/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,178.49		
88798	04/04/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
88799	04/04/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$800.00		



Schedule C
Pay Day Register
 Pay Date Range 04/01/19 - 04/30/19
 Pay Batch 201904M

Pay Batch 201904M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,700.00	Dental Council	265.31 .00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		EODCRS - COUNCIL	108.00 .00
Total	0.0000	\$7,700.00	FEDERAL TAX WITHHOLDING	28.70	EODCRS - DISABILITY	2.26 .00
			SOCIAL SECURITY TAX	477.40	EODCRS/EORP LEGACY RATE	999.00 .00
			MEDICARE	111.67	Health Council	6,693.88 .00
			STATE WITHHOLDING	151.63	Retirement Council EORP	3,536.25 5,750.00
			Council Retirement EORP	588.50	Vision Council	74.90 .00
			Dental Council	147.98	Total	\$11,679.60
			EODCRS - COUNCIL	144.00		
			EODCRS - DISABILITY	2.26	Workers' Comp	Gross Base
			GARNISHMENT	221.10	MUNICIPAL/ TOWN/	134.77 7,700.00
			Medical Council	1,216.20	Total	\$134.77
			MISCELLANEOUS	55.00		
			Vision Council	49.20	Direct Deposits	Amount
			Net	\$4,506.36	1st Bank Yuma	728.70
					Chase Bank	688.14
					Federal Credit Union	918.37
					Sunbank	1,005.82
					WASHINGTON FEDERAL	751.40
					Wells Fargo	413.93
					Total	\$4,506.36
					Check	\$0.00

Prepared by:
 Debora Luna

Date:

C. Cortis

Payment Register

From Payment Date: 4/8/2019 - To Payment Date: 4/11/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88922	04/11/2019	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$820.36		
88923	04/11/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$1,960.51		
88924	04/11/2019	Open			Accounts Payable	WAL-MART RESTITUTION RECOVERY	\$458.18		
88925	04/11/2019	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$376.08		
88926	04/11/2019	Open			Accounts Payable	YUMA AUTO REBUILDERS	\$2,165.47		
88927	04/11/2019	Open			Accounts Payable	YUMA COUNTY ATTORNEYS OFFICE	\$13,312.26		
88928	04/11/2019	Open			Accounts Payable	YUMA COUNTY FINANCIAL SERVICES	\$1,000.00		
88929	04/11/2019	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$85.52		
88930	04/11/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$112.56		
88931	04/11/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$284.69		
88932	04/11/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$481.28		
88933	04/11/2019	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$450.00		
88934	04/11/2019	Open			Accounts Payable	YUMA TRUCK PARTS	\$17.35		
88935	04/11/2019	Open			Accounts Payable	YUMA WINNELSON CO.	\$286.21		
88936	04/11/2019	Open			Accounts Payable	GOMEZ, BENJAMIN, J	\$92.56		
88937	04/11/2019	Open			Accounts Payable	TAYLOR ENGINEERING PLLC	\$71,836.04		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals							\$463,639.90		

Prepared By:
Maggie Dominguez
Date: Maggie D.
4/11/19

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$462,901.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$738.65	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	137	\$463,639.90	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$462,901.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$738.65	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	137	\$463,639.90	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$462,901.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$738.65	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	137	\$463,639.90	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$462,901.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$738.65	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	137	\$463,639.90	\$0.00

Payment Register

From Payment Date: 4/8/2019 - To Payment Date: 4/11/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
88801	04/09/2019	Voided		04/09/2019	Accounts Payable	US POST MASTER	\$738.65		
88802	04/09/2019	Open			Accounts Payable	US POST MASTER	\$738.65		
88803	04/09/2019	Open			Utility Management	ACTIVE DEPLOMENT SYSTEMS	\$1,794.78		
					Refund	C/O KEITH A RUTHERFORD			
88804	04/09/2019	Open			Utility Management	ALDRETE, EDGAR, O	\$156.37		
					Refund				
88805	04/09/2019	Open			Utility Management	CARAVEZ, ANA	\$128.35		
					Refund				
88806	04/09/2019	Open			Utility Management	CASTRO, RICARDO	\$90.01		
					Refund				
88807	04/09/2019	Open			Utility Management	CIRCLE TECH, LLC	\$434.25		
					Refund				
88808	04/09/2019	Open			Utility Management	ELIZALDE, EDGAR & KARLA	\$193.40		
					Refund	SAMANO			
88809	04/09/2019	Open			Utility Management	FIGUEROA, CLAUDIA D	\$211.52		
					Refund				
88810	04/09/2019	Open			Utility Management	GALLARDO, ANGELA/ 24/7 REAL	\$469.97		
					Refund	ESTATE SERVICES			
88811	04/09/2019	Open			Utility Management	MAIN ST SERVICES / GALLARDO	\$441.12		
					Refund	ANGELA			
88812	04/09/2019	Open			Utility Management	MARTINEZ, JOANNA	\$70.55		
					Refund				
88813	04/09/2019	Open			Utility Management	MEZA, OSCAR & ZAUDY	\$95.90		
					Refund	GONZALEZ			
88814	04/09/2019	Open			Utility Management	PEREZ JESUS A, FAMANIA KARLA ,	\$86.02		
					Refund	&			
88815	04/09/2019	Open			Utility Management	YUSOSAN PROPERTIES	\$425.54		
					Refund				
88816	04/10/2019	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$70,316.00		
						RETENTION POOL - WC			
88817	04/10/2019	Open			Accounts Payable	GUERRA, RUTH	\$70.17		
88818	04/10/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.10		
88819	04/10/2019	Open			Accounts Payable	SIGN MASTERS	\$10,279.80		
88820	04/10/2019	Open			Accounts Payable	WEST COAST POWER EQUIPMENT	\$7,500.00		
						LLC			
88821	04/11/2019	Open			Accounts Payable	AFLAC	\$4,174.40		
88822	04/11/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF	\$65.00		
						ENVIRONMENTAL QUALITY			
88823	04/11/2019	Open			Accounts Payable	CEBREROS, LUIS	\$76.00		
88824	04/11/2019	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$27,437.37		
88825	04/11/2019	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$86,704.20		
88826	04/11/2019	Open			Accounts Payable	DUENAS, DEREK	\$121.00		
88827	04/11/2019	Open			Accounts Payable	EMAZON, JESUS	\$240.00		
88828	04/11/2019	Open			Accounts Payable	FRANCO, MARTIN, A	\$162.00		
88829	04/11/2019	Open			Accounts Payable	FUENTES, VERONICA	\$25.00		
88830	04/11/2019	Open			Accounts Payable	GALVAN, AURELIO, JR	\$268.00		
88831	04/11/2019	Open			Accounts Payable	GARCIA, JESUS	\$600.00		
88832	04/11/2019	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$1,320.61		
88833	04/11/2019	Open			Accounts Payable	GONZALEZ, ANDREI	\$113.00		

Payment Register

From Payment Date: 4/8/2019 - To Payment Date: 4/11/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88834	04/11/2019	Open			Accounts Payable	GONZALEZ, MIGUEL	\$113.00		
88835	04/11/2019	Open			Accounts Payable	GUTIERREZ, JUAN, F	\$450.00		
88836	04/11/2019	Open			Accounts Payable	GUZMAN, JOSE, A	\$316.00		
88837	04/11/2019	Open			Accounts Payable	LA PEQUENA	\$180.00		
88838	04/11/2019	Open			Accounts Payable	LARA, ISIDRO	\$132.00		
88839	04/11/2019	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	\$408.00		
88840	04/11/2019	Open			Accounts Payable	LOPEZ, ENRIQUE	\$59.00		
88841	04/11/2019	Open			Accounts Payable	LOPEZ, ISIDRO	\$76.00		
88842	04/11/2019	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$700.00		
88843	04/11/2019	Open			Accounts Payable	MEDINA, JOSE	\$66.00		
88844	04/11/2019	Open			Accounts Payable	MENDEZ, CORAL	\$50.00		
88845	04/11/2019	Open			Accounts Payable	MOLINA, ALBERTO	\$300.00		
88846	04/11/2019	Open			Accounts Payable	PACHECO, ROMAN	\$316.00		
88847	04/11/2019	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$376.00		
88848	04/11/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$182.00		
88849	04/11/2019	Open			Accounts Payable	RUIZ, ANDREA	\$194.00		
88850	04/11/2019	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$100.00		
88851	04/11/2019	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,647.05		
88852	04/11/2019	Open			Accounts Payable	STATE OF ARIZONA	\$6,000.00		
88853	04/11/2019	Open			Accounts Payable	TORRES, CRISTIAN	\$175.00		
88854	04/11/2019	Open			Accounts Payable	VERA, EULOGIO	\$150.00		
88855	04/11/2019	Open			Accounts Payable	VILLEGAS, LITZY	\$108.00		
88856	04/11/2019	Open			Accounts Payable	GONZALEZ, CARLOS	\$192.37		
88857	04/11/2019	Open			Accounts Payable	ROJAS, MANUEL	\$98.44		
88858	04/11/2019	Open			Accounts Payable	AGRI-TREND	\$60.00		
88859	04/11/2019	Open			Accounts Payable	ALCALA, JESUS	\$420.00		
88860	04/11/2019	Open			Accounts Payable	ALSCO, INC	\$125.02		
88861	04/11/2019	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$1,200.00		
88862	04/11/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$300.00		
88863	04/11/2019	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$200.00		
88864	04/11/2019	Open			Accounts Payable	ARIZONA MUNICIPAL CLERK'S ASSOCIATION	\$60.00		
88865	04/11/2019	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$322.76		
88866	04/11/2019	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	\$350.00		
88867	04/11/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
88868	04/11/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$294.00		
88869	04/11/2019	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$824.50		
88870	04/11/2019	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$1,755.66		
88871	04/11/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$669.26		
88872	04/11/2019	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$528.92		
88873	04/11/2019	Open			Accounts Payable	CENTURYLINK	\$6,651.06		
88874	04/11/2019	Open			Accounts Payable	CITY OF SOMERTON	\$26,348.84		
88875	04/11/2019	Open			Accounts Payable	CORONADO, JAVIER	\$60.00		

Payment Register

From Payment Date: 4/8/2019 - To Payment Date: 4/11/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88876	04/11/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$90.00		
88877	04/11/2019	Open			Accounts Payable	EARPHONE CONNECTION	\$305.23		
88878	04/11/2019	Open			Accounts Payable	ED WHITEHEAD'S TIRE	\$597.33		
88879	04/11/2019	Open			Accounts Payable	EKO DEVICES	\$1,569.75		
88880	04/11/2019	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$1,506.88		
88881	04/11/2019	Open			Accounts Payable	FERRELLGAS, LP	\$69.36		
88882	04/11/2019	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$47.70		
88883	04/11/2019	Open			Accounts Payable	GARCIA MENDOZA, ALHEXIS	\$80.00		
88884	04/11/2019	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$802.18		
88885	04/11/2019	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$162.00		
88886	04/11/2019	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$6,469.50		
88887	04/11/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$33,435.90		
88888	04/11/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$2,436.40		
88889	04/11/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$30,318.58		
88890	04/11/2019	Open			Accounts Payable	MENTORSOURCE TRAINING CORPORATION	\$1,625.00		
88891	04/11/2019	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$118.20		
88892	04/11/2019	Open			Accounts Payable	MONOPRICE INC.	\$346.87		
88893	04/11/2019	Open			Accounts Payable	NAVARRO, CAROLINE	\$100.00		
88894	04/11/2019	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$326.50		
88895	04/11/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$101.80		
88896	04/11/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$59.90		
88897	04/11/2019	Open			Accounts Payable	POSITIVE PROMOTIONS	\$583.97		
88898	04/11/2019	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$4,054.17		
88899	04/11/2019	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$302.76		
88900	04/11/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$75.26		
88901	04/11/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	\$9.00		
88902	04/11/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
88903	04/11/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$2,640.72		
88904	04/11/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$30.00		
88905	04/11/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	\$73.18		
88906	04/11/2019	Open			Accounts Payable	ROMERO, RIGOBERTO	\$415.56		
88907	04/11/2019	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$635.54		
88908	04/11/2019	Open			Accounts Payable	RUSH TRUCK CENTER	\$3,000.00		
88909	04/11/2019	Open			Accounts Payable	SAMANA HOME BUILDERS, LLC	\$175.00		
88910	04/11/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$450.00		
88911	04/11/2019	Open			Accounts Payable	SAN LUIS AZ NEWS	\$676.00		
88912	04/11/2019	Open			Accounts Payable	SHERWIN WILLIAM	\$322.85		
88913	04/11/2019	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$687.78		
88914	04/11/2019	Open			Accounts Payable	SIGN MASTERS	\$2,270.15		
88915	04/11/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,630.00		
88916	04/11/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$400.00		
88917	04/11/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$221.89		
88918	04/11/2019	Open			Accounts Payable	STABLEY, JERRY	\$385.00		
88919	04/11/2019	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$823.71		
88920	04/11/2019	Open			Accounts Payable	TERRIEL, FRANCISCA	\$381.32		
88921	04/11/2019	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$596.28		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 04/24/2019

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 a contract with the Greater Yuma Port Authority for reimbursement of construction of a waterline. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

On January 23, 2019, City Council awarded the construction of the East Mesa Waterlines Project to the lowest bidder, Taylor Engineering. This month the construction is underway. The first two attachments to this agenda item provide a further description of the project.

Attachment #1: The area of the city's East Mesa Waterlines Project is shown on the aerial image.

Attachment #2: The bid tabulation for the city's East Mesa Waterlines Project.

The City of San Luis is a member of the Greater Yuma Port Authority (GYPA) which is a non-profit encouraging economic development of the commercial port of entry and the region. The other members are the Cocopah Tribe, the City of Yuma and the County of Yuma.

GYPA has a waterline project in the Gary Magrino Industrial Park and would like to save construction cost by utilizing the services of Taylor Engineering.

Attachment #3: The plans for the GYPA project

Taylor Engineering is agreeable to continue the same pricing for the GYPA waterline as long as the workers are in the area with the city's project. The city's project is wrapping up as of the writing of this agenda item. In the interests of time, staff added the GYPA project as a change order to the city's project and negotiated an agreement with GYPA for reimbursement. As of the writing of this agenda item, The law firm of Benesch & Davy has approved the attached agreement for GYPA but advised not to sign until the cost of the change order is determined. As of the writing of this agenda item, James Davey acting as City Engineer was analyzing the cost.

Attachment #4: The Proposed Agreement with GYPA.

City staff recommends ratification of the change order with Taylor Engineering for the GYPA project and approval of the reimbursement agreement with GYPA for the city's actual costs. More infrastructure in the area will enhance the possibilities of more economic development and more jobs for the City of San Luis.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY THE CHANGE ORDER AND APPROVE THE AGREEMENT WITH GYPA FOR REIMBURSEMENT OF CONSTRUCTION OF A WATERLINE AS PRESENTED.

The change order cost will be provided by the time of the meeting.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$45,000.00
BUDGETED AMOUNT: No
AVAILABLE AMOUNT TO TRANSFER: TBD
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: TBD

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

There may be a temporary fiscal impact until GYPA reimburses the City for the waterline. The contract allows for GYPA to pay the city's contractor directly when payment is due. The cost is estimated to be less than \$45,000.00.

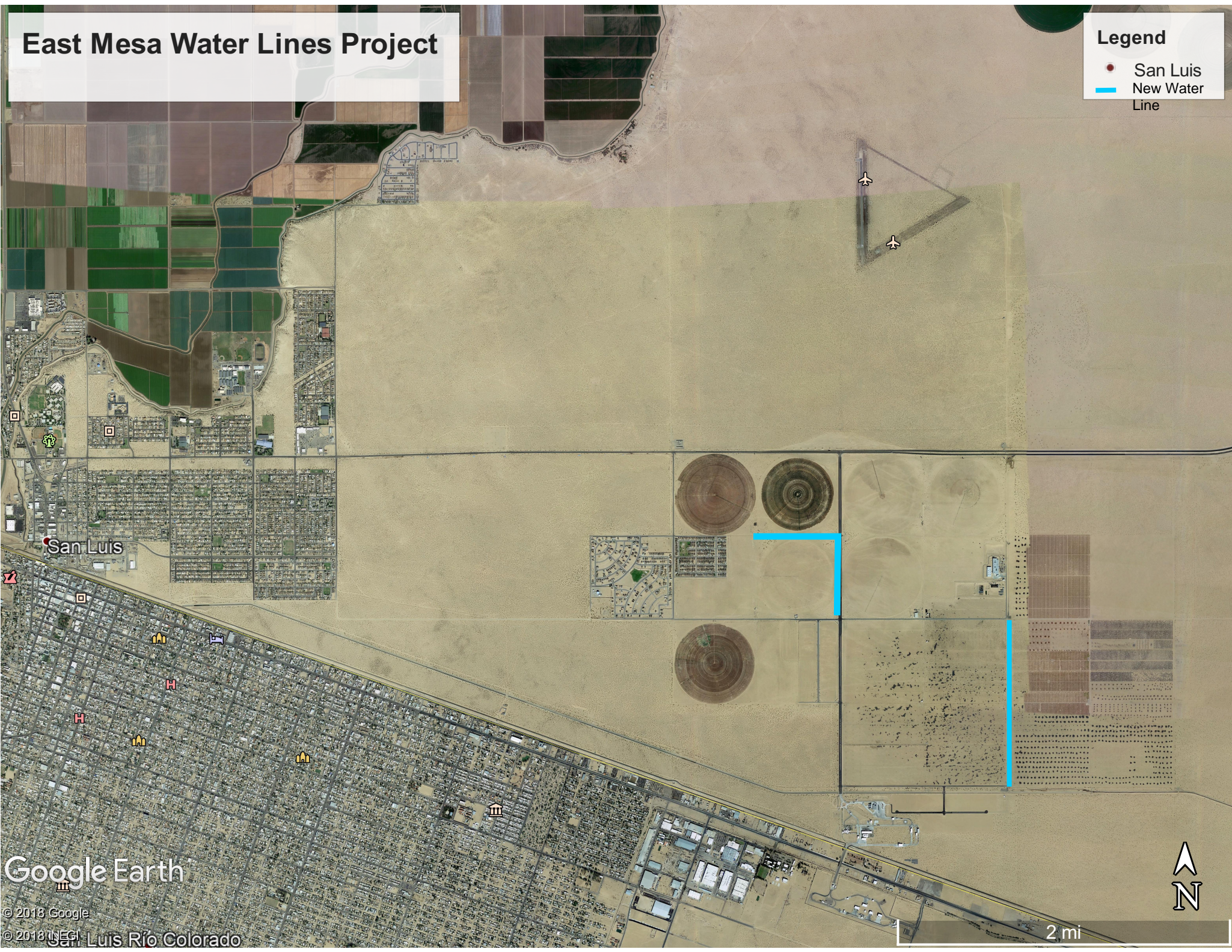
Attachments

Aerial of East Mesa Waterline Project
Bid Tabulation East Mesa Waterline Project
GYPA Waterline Plans

East Mesa Water Lines Project

Legend

- San Luis
- New Water Line



Google Earth

© 2013 Google
© 2013 INEGI San Luis Río Colorado

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: **CITY OF SAN LUIS
EAST MESA WATERLINES PROJECT**

2. Bid submission date: January 16th, 2019

3. Bid evaluation summary:

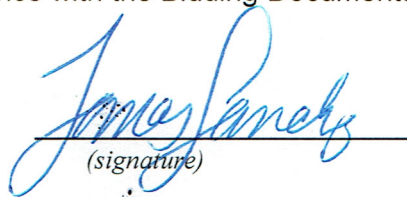
No.	Bidder	Opening Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	Taylor Engineering PLLC	\$363,777.00	Yes	\$363,777.00	1	None.
2	Yuma Valley Contractors, Inc.	\$433,018.28	Yes	\$432,976.07	2	None.
3	DPE Construction, Inc.	\$458,394.30	Yes	\$458,394.30	3	None.
4	Scholz Contracting, LLC	\$777,643.65	Yes	\$777,643.65	4	None.

4. The lowest evaluated bidder has been determined to be qualified and capable of performing the contract [YES].

5. On the basis of the evaluation which was carried out in accordance with the Bidding Documents, we recommend accepting the bid of the lowest evaluated bidder [Taylor Engineering, PLLC], which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Documents.

Bids Evaluated By:

Tomas Sanchez, P.E.
James Davey & Associates, Inc.


(signature)

1/17/19
(date)

CITY OF SAN LUIS
EAST MESA WATERLINES PROJECT

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Taylor Engineering PLLC		Yuma Valley Contractors, Inc.		DPE Construction, Inc.		Scholtz Contracting, LLC	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Saw Cut & Remove Existing Asphalt (Any Thickness)	134	SY	\$ 13.00	\$ 1,742.00	\$ 9.62	\$ 1,289.08	\$ 16.00	\$ 2,144.00	\$ 13.00	\$ 1,742.00
2	Remove Existing Concrete Curb (Any Type)	93	LF	\$ 5.10	\$ 474.30	\$ 11.23	\$ 1,044.39	\$ 11.00	\$ 1,023.00	\$ 8.00	\$ 744.00
3	Remove Existing Blow-Off Valve	2	EA	\$ 816.90	\$ 1,633.80	\$ 209.33	\$ 418.66	\$ 489.00	\$ 978.00	\$ 890.00	\$ 1,780.00
4	Remove Existing Blind Flange and Thrust Block	1	EA	\$ 816.90	\$ 816.90	\$ 105.00	\$ 105.00	\$ 1,222.00	\$ 1,222.00	\$ 890.00	\$ 890.00
5	Remove and Re-install Existing Street Sign	1	EA	\$ 233.40	\$ 233.40	\$ 182.00	\$ 182.00	\$ 533.00	\$ 533.00	\$ 700.00	\$ 700.00
6	Pavement Structural Section No. 1 (5.5" AC / 8" ABC)	99	SY	\$ 27.60	\$ 2,732.40	\$ 132.42	\$ 13,109.58	\$ 84.00	\$ 8,316.00	\$ 82.00	\$ 8,118.00
7	Grading for Pavement	134	SY	\$ 14.00	\$ 1,876.00	\$ 12.31	\$ 1,649.54	\$ 27.00	\$ 3,618.00	\$ 6.00	\$ 804.00
8	Pavement Border / 4" ABC (Modified to 2' Wide Yuma County Std 3160)	64	LF	\$ 11.00	\$ 704.00	\$ 33.21	\$ 2,125.44	\$ 55.95	\$ 3,580.80	\$ 9.00	\$ 576.00
9	Pavement Structural Section No. 2 (3" AC / 8" ABC)	35	SY	\$ 27.60	\$ 966.00	\$ 151.00	\$ 5,285.00	\$ 16.00	\$ 560.00	\$ 67.00	\$ 2,345.00
10	10" C900-16 Class 235 PVC Waterline	2595	LF	\$ 19.80	\$ 51,381.00	\$ 24.52	\$ 63,629.40	\$ 30.80	\$ 79,926.00	\$ 50.00	\$ 129,750.00
11	10" Gate Valve With Anchor (City of Yuma Std 5-110, 5-148)	5	EA	\$ 2,282.00	\$ 11,410.00	\$ 2,300.00	\$ 11,500.00	\$ 2,117.00	\$ 10,585.00	\$ 3,600.00	\$ 18,000.00
12	12" C900-16 Class 235 PVC Waterline	7738	LF	\$ 25.40	\$ 196,545.20	\$ 29.25	\$ 226,336.50	\$ 33.60	\$ 259,996.80	\$ 56.00	\$ 433,328.00
13	12" Gate Valve With Anchor (City of Yuma Std 5-110, 5-148)	12	EA	\$ 2,458.20	\$ 29,498.40	\$ 2,713.00	\$ 32,556.00	\$ 2,613.85	\$ 31,366.20	\$ 4,200.00	\$ 50,400.00
14	12" x 12" Tapping Sleeve With Thrust Block	1	EA	\$ 7,848.20	\$ 7,848.20	\$ 3,993.00	\$ 3,993.00	\$ 3,435.00	\$ 3,435.00	\$ 8,600.00	\$ 8,600.00
15	10" C900-16 Class 235 PVC Waterline, With Casing Spacers	125	LF	\$ 45.90	\$ 5,737.50	\$ 73.09	\$ 9,136.25	\$ 50.00	\$ 6,250.00	\$ 110.00	\$ 13,750.00
16	Seal Pipe End with Brick and Mortar	2	EA	\$ 1,317.70	\$ 2,635.40	\$ 766.00	\$ 1,532.00	\$ 1,006.90	\$ 2,013.80	\$ 920.00	\$ 1,840.00
17	Pavement Marking, 4" Solid Double Yellow (4SDY)	24	LF	\$ 79.60	\$ 1,910.40	\$ 13.18	\$ 316.32	\$ 13.00	\$ 312.00	\$ 29.00	\$ 696.00
18	Fire Hydrant and 6" Service Line (City of Yuma Std 5-120, 5-125)	1	EA	\$ 4,259.20	\$ 4,259.20	\$ 3,444.00	\$ 3,444.00	\$ 2,171.00	\$ 2,171.00	\$ 4,100.00	\$ 4,100.00
19	Survey Monument (City of Yuma Std 4-080)	1	EA	\$ 1,852.50	\$ 1,852.50	\$ 505.00	\$ 505.00	\$ 1,266.00	\$ 1,266.00	\$ 650.00	\$ 650.00
20	6" Gate Valve With Anchor (City of Yuma Std 5-110, 5-148)	1	EA	\$ 1,823.40	\$ 1,823.40	\$ 1,200.00	\$ 1,200.00	\$ 1,592.00	\$ 1,592.00	\$ 1,800.00	\$ 1,800.00
21	2" Water Service (City of Yuma Std 5-150)	1	EA	\$ 1,753.60	\$ 1,753.60	\$ 1,570.00	\$ 1,570.00	\$ 2,007.00	\$ 2,007.00	\$ 2,300.00	\$ 2,300.00
22	Mobilization	1	LS	\$ 7,868.00	\$ 7,868.00	\$ 4,200.00	\$ 4,200.00	\$ 2,290.40	\$ 2,290.40	\$ 21,600.00	\$ 21,600.00
23	Storm Water Pollution Prevention Plan	1	LS	\$ 1,235.00	\$ 1,235.00	\$ 9,006.00	\$ 9,006.00	\$ 2,130.00	\$ 2,130.00	\$ 11,900.00	\$ 11,900.00
24	Maintenance and Protection of Traffic	1	LS	\$ 3,940.00	\$ 3,940.00	\$ 9,500.00	\$ 9,500.00	\$ 7,375.00	\$ 7,375.00	\$ 8,900.00	\$ 8,900.00
25	Construction Staking	1	LS	\$ 5,577.69	\$ 5,577.69	\$ 8,725.00	\$ 8,725.00	\$ 1,875.00	\$ 1,875.00	\$ 15,300.00	\$ 15,300.00
TOTAL =				\$346,454.29	\$412,358.16	\$436,566.00	\$740,613.00				
5% CONTINGENCY SUBTOTAL =				\$17,322.71	\$20,617.91	\$21,828.30	\$37,030.65				
TOTAL ESTIMATED PROJECT COST =				\$363,777.00	\$432,976.07	\$458,394.30	\$777,643.65				

Comments:
Bids received by Bidders 1, 3, and 4 did not presented any arithmetic errors. Bid received by Bidder 2 (Yuma Valley) presented an arithmetic error (Original Bid was \$433,018.28). Bidder 1 (Taylor Engineering PLLC) is the lowest bidder.

EXAMINATION OF BIDS

Project: CITY OF SAN LUIS
EAST MESA WATERLINE PROJECT

Bidder: Taylor Engineering, P.L.L.C
564 S. Orange Avenue Unit A
Yuma, Arizona, 85364

No.: 1

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.
PK-8 thru 11: Contractor's Qualification Statement Sheets	Contractor's Qualification Statement sheets PK8 thru PK11 requested by the City of San Luis after the bid opening.	No comment.

LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- SET SURVEY MONUMENT AS NOTED
- CENTER / SECTIONAL LINE
- - - EXISTING LOT LINE
- - - EXISTING RIGHT-OF-WAY LINE
- (M) MEASURED DATA
- (R1) RECORDED DATA PER BOOK 23 OF PLATS
PAGES 57&58, Y.C.R.
- (R2) RECORDED DATA PER COUNTY ROAD MAP
#3856
- (C) CALCULATED DATA
- R/W RIGHT-OF-WAY
- Y.C.R. YUMA COUNTY RECORDS
- APN-000-00-000 ASSESSORS PARCEL NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- NPI NON-PAYMENT ITEM
- 10 NEW LOT NUMBER
- - - NEW EASEMENT

INDEX OF DRAWINGS

- 1 COVER SHEET
- 2 WATER PLAN
- 3 DETAILS

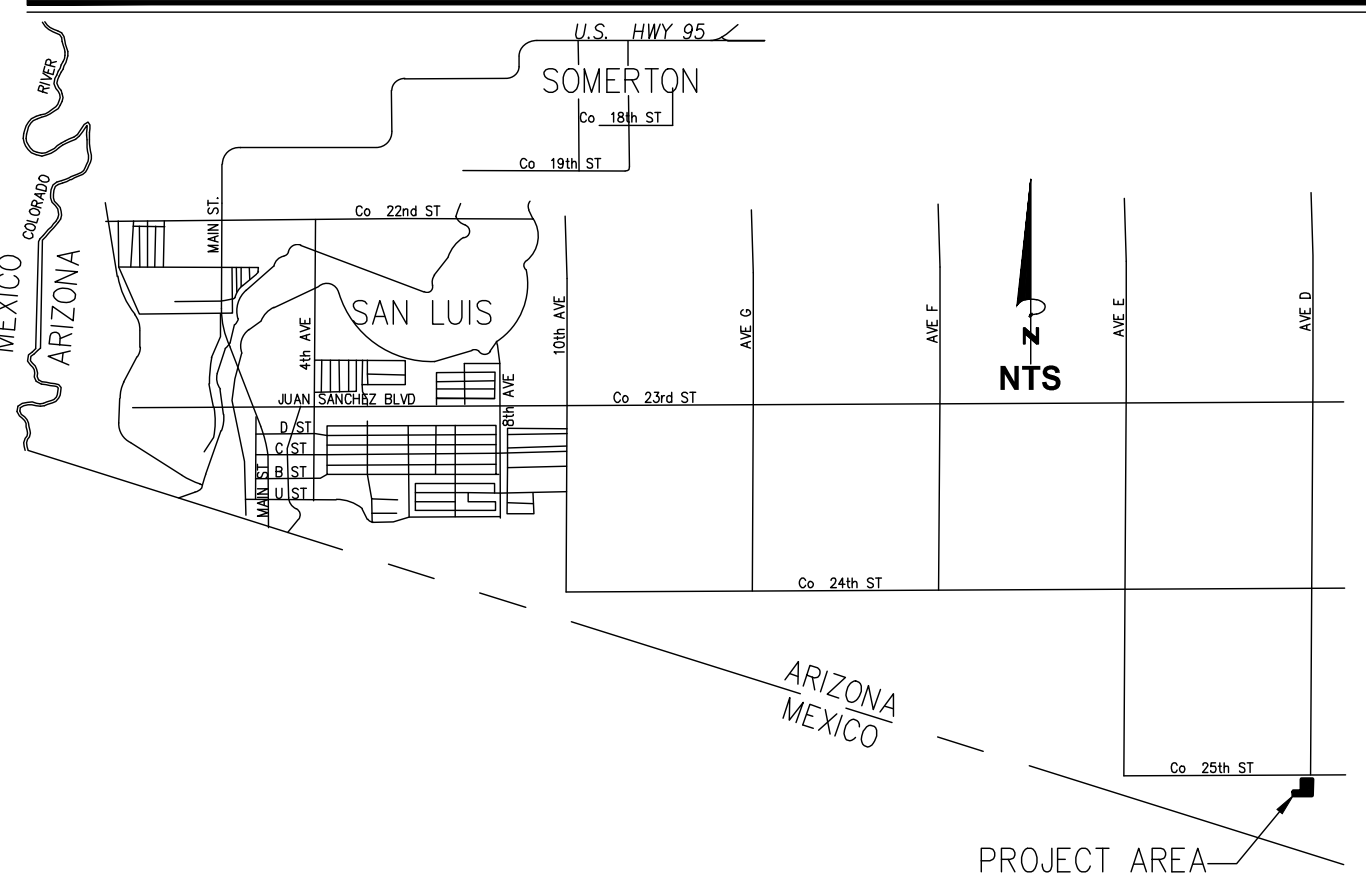
GENERAL NOTES

1. ALL CONSTRUCTION SHOWN WILL CONFORM TO YUMA COUNTY STANDARDS PER DETAILS SHOWN OR AS MODIFIED ON THESE PLANS UNLESS OTHERWISE NOTED OR SPECIFICALLY ALTERED/MODIFIED BY CITY OF SAN LUIS ORDINANCE. THE SPECIFICATIONS ARE INCLUDED BY REFERENCE ONLY IS PER YUMA COUNTY PUBLIC WORKS STANDARDS VOLUME II.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. ALL WORK SHALL BE COMPLETED IN A THOROUGH MANNER, FREE OF ANY WORKMANSHIP DEFECTS. THE CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING CHANGE TO THE PLANS AND REQUEST INSTRUCTIONS BEFORE PROCEEDING WITH THE WORK.
3. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE OF THE WORK.
4. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH ALL PROPOSED PROJECT MATERIAL DATA SHEETS AND ANY SHOP DRAWINGS. ANY MATERIAL SUPPLIED NOT IN CONFORMANCE WITH THE SPECIFICATIONS WILL BE REJECTED.
5. THE CONTRACTOR WILL BE RESPONSIBLE, IN ACCORDANCE WITH ARIZONA REVISED STATUTES, TO NOTIFY THE ARIZONA BLUE STAKE CENTER AT (800) 782-5348 AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES. LOCATIONS OF EXISTING PUBLIC UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR MUST VERIFY THE LOCATIONS IN THE FIELD AND TAKE NECESSARY PRECAUTIONS. ANY DAMAGE TO A UTILITY SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL MAINTAIN DUST ABATEMENT ACTIVITIES FOR THE DURATION OF THE PROJECT, INCLUDING WEEKENDS AND HOLIDAYS TO CONFORM WITH APPLICABLE ADEQ REGULATIONS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE MOISTURE LEVELS IN THE SURFACE MATERIALS TO ELIMINATE BLOWING DUST FROM THESE MATERIALS. ALL HAUL TRUCKS, WHETHER INVOLVED IN DELIVERY OR REMOVAL ACTIVITIES, SHALL BE COVERED AND/OR TARPED IN ORDER TO NEGATE THE REMOVAL OF MATERIAL FROM TRUCKS BY WINDS, EITHER NATURAL OR CAUSED BY THE MOVEMENT OF THE TRUCK.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING 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. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF ALL TRAFFIC CONTROL INSTALLATIONS USED IN CONJUNCTION WITH THIS PROJECT AND SHALL INSPECT, AT LEAST TWICE DAILY, TO ENSURE CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLAN.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING OF "AS-BUILT" RECORD DRAWINGS. THE "AS-BUILT" INFORMATION SHALL BE RECORDED ON THE PLANS IN RED COLORED PENCIL. THE INFORMATION SHALL INCLUDE ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM THE DESIGNED INFORMATION, ALL CONCEALED WORK, ALL UTILITY LOCATIONS, ALL WATER VALVES AND MANHOLES. DIMENSIONS SHALL BE SHOWN FROM KNOWN REFERENCE POINTS.
9. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARD FOR CONSTRUCTION (TITLE 29, CODE OF FEDERAL REGULATIONS, PART 1926 AS AMENDED) AND CITY OF SAN LUIS SAFETY REGULATIONS ARE APPLICABLE FOR THE COMPLETION OF THE WORK ON THIS PROJECT.
10. THE CONTRACTOR SHALL OBTAIN ENCROACHMENT PERMITS FROM THE CITY OF SAN LUIS PRIOR TO THE COMMENCEMENT OF ANY WORK IN PUBLIC RIGHT-OF-WAY.
11. THE CONTRACTOR SHALL GUARANTEE THE WORK COMPLETED AGAINST DEFECTIVE MATERIAL AND/OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE GRANTED BY YUMA COUNTY.
12. ALL CERTIFIED FIELD DENSITY COMPACTION, CONCRETE COMPRESSION BREAKS AND LABORATORY TESTS SHALL CONFORM TO THE "SPECIFICATIONS FOR COUNTY 25TH STREET: AVENUE E TO AVENUE D, CIP 1.1301" SECTION 106.2.
13. ANY SURVEY MONUMENT DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN ACCORDANCE WITH CITY OF SAN LUIS STANDARD DETAILS BY THE CONTRACTOR AT NO EXTRA COST TO THE OWNER. CONTRACTOR SHALL UTILIZE A REGISTERED LAND SURVEYOR TO ASSURE PROPER PLACEMENT OF SAID MONUMENT.
14. AZPPES PERMIT SHALL BE OBTAINED PRIOR TO THE START OF GRADING ACTIVITIES.
15. SEE FINAL PLAT FOR MAGRINO INDUSTRIAL PARK UNIT NO. 2 FOR ACKNOWLEDGEMENTS AND DEDICATIONS.
16. THIS PROJECT IS BEING DEVELOPED WITH THE ASSISTANCE OF AN ARIZONA COMMERCE AUTHORITY GRANT WITH THE CONSTRUCTION OF THE ROADWAY ADMINISTERED BY YUMA COUNTY. THE CITY OF SAN LUIS WILL BE THE FINAL OWNER OF THE INFRASTRUCTURE.

UTILITY COMPANIES

- | | |
|---|---|
| <p>WATER - CITY OF SAN LUIS
1090 E. UNION STREET
P.O. BOX 3750
SAN LUIS, AZ 85349
(928) 341-8577 (MANUEL ARANDA)</p> | <p>FIRE PROTECTION - SAN LUIS FIRE DEPARTMENT
1165 N. McCAIN AVENUE
P.O. BOX 445
SAN LUIS, AZ 85349
(928) 341-8550</p> |
| <p>SEWER - CITY OF SAN LUIS
1090 E. UNION STREET
P.O. BOX 3750
SAN LUIS, AZ 85349
(928) 341-8577 (GILBERTO TORRES)</p> | <p>CABLE TELEVISION - SPECTRUM SOUTH 2ND AVENUE
YUMA, ARIZONA 85364
(760) 250-2469 (PLACIDO LOPEZ)</p> |
| <p>ELECTRIC - APS COMPANY
MAIL STATION 4853
6700 E. 30TH STREET
YUMA, ARIZONA 85364
(928) 336-9838 (ANNE CAMACHO)</p> | <p>TELEPHONE - CENTURYLINK
1850 EAST 20TH STREET
YUMA, ARIZONA 85365
(928) 343-8943 (ED ALUPAY)</p> |

VICINITY MAP



OWNER/DEVELOPER

GREATER YUMA PORT AUTHORITY
PO BOX 4601
YUMA, AZ 85366

BASIS OF BEARING

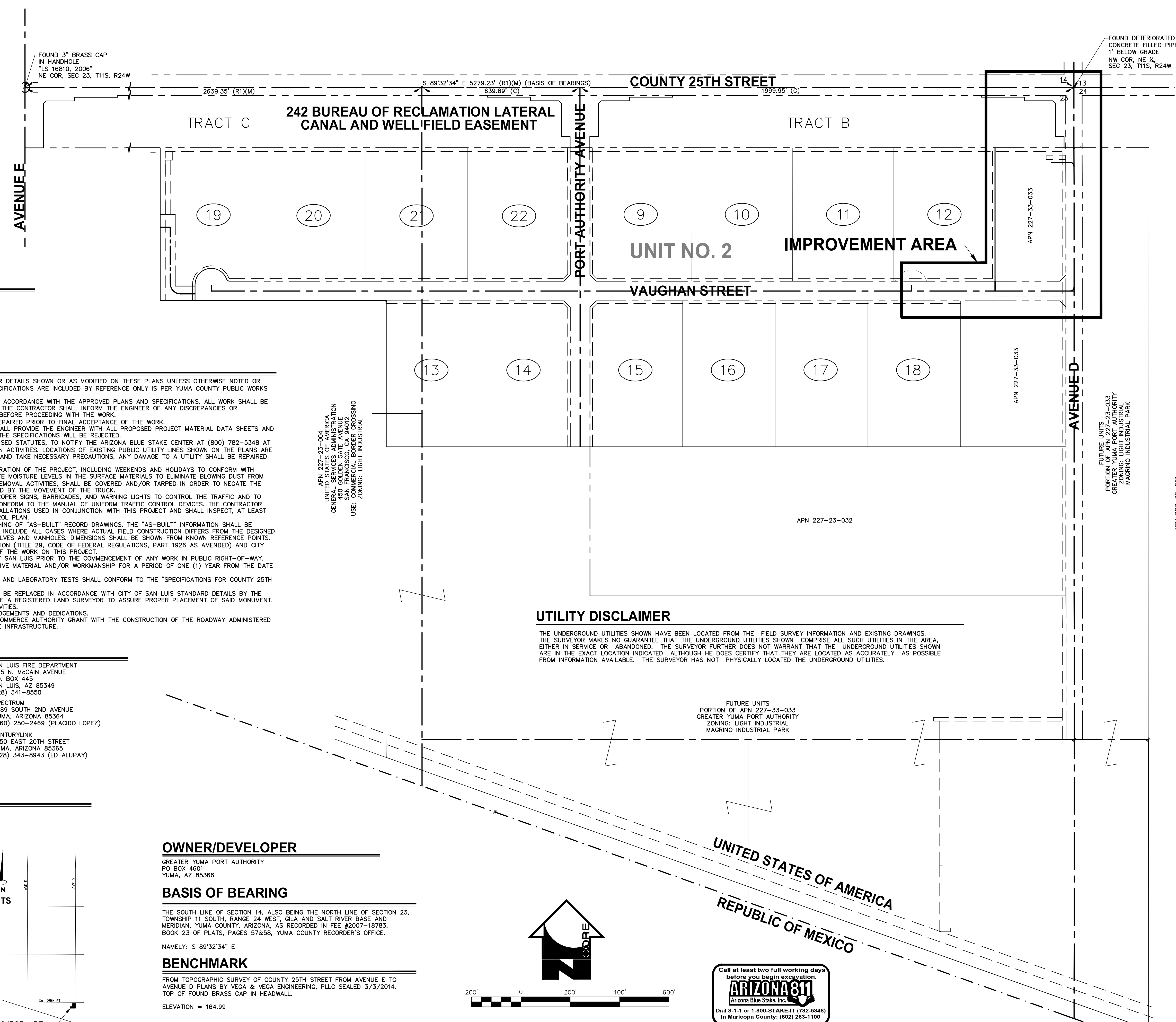
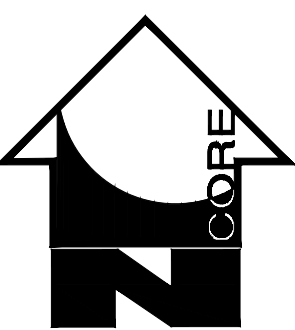
THE SOUTH LINE OF SECTION 14, ALSO BEING THE NORTH LINE OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, AS RECORDED IN FEE #2007-18783, BOOK 23 OF PLATS, PAGES 57&58, YUMA COUNTY RECORDER'S OFFICE.

NAMELY: S 89°32'34" E

BENCHMARK

FROM TOPOGRAPHIC SURVEY OF COUNTY 25TH STREET FROM AVENUE E TO AVENUE D PLANS BY VEGA & VEGA ENGINEERING, PLLC SEALED 3/3/2014. TOP OF FOUND BRASS CAP IN HEADWALL.

ELEVATION = 164.99



UTILITY DISCLAIMER

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

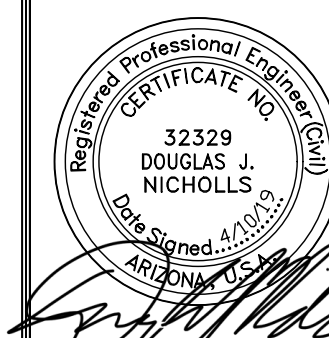
FUTURE UNITS
PORTION OF APN 227-33-033
GREATER YUMA PORT AUTHORITY
ZONING: LIGHT INDUSTRIAL
MAGRINO INDUSTRIAL PARK

APN 227-23-004
UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION
SAN FRANCISCO, CA 94022
USE: COMMERCIAL BORDER CROSSING
ZONING: LIGHT INDUSTRIAL

FUTURE UNITS
PORTION OF APN 227-23-033
GREATER YUMA PORT AUTHORITY
ZONING: LIGHT INDUSTRIAL
MAGRINO INDUSTRIAL PARK

APN 227-25-001
UNITED STATES OF AMERICA
BUREAU OF LAND MANAGEMENT
2355 W. VAGHAN ROAD
YUMA, AZ 85304
ZONING: RURAL AREA (10 ACRE)

**MAGRINO INDUSTRIAL PARK
WATERLINE MAIN EXTENSION
CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
COVER SHEET**



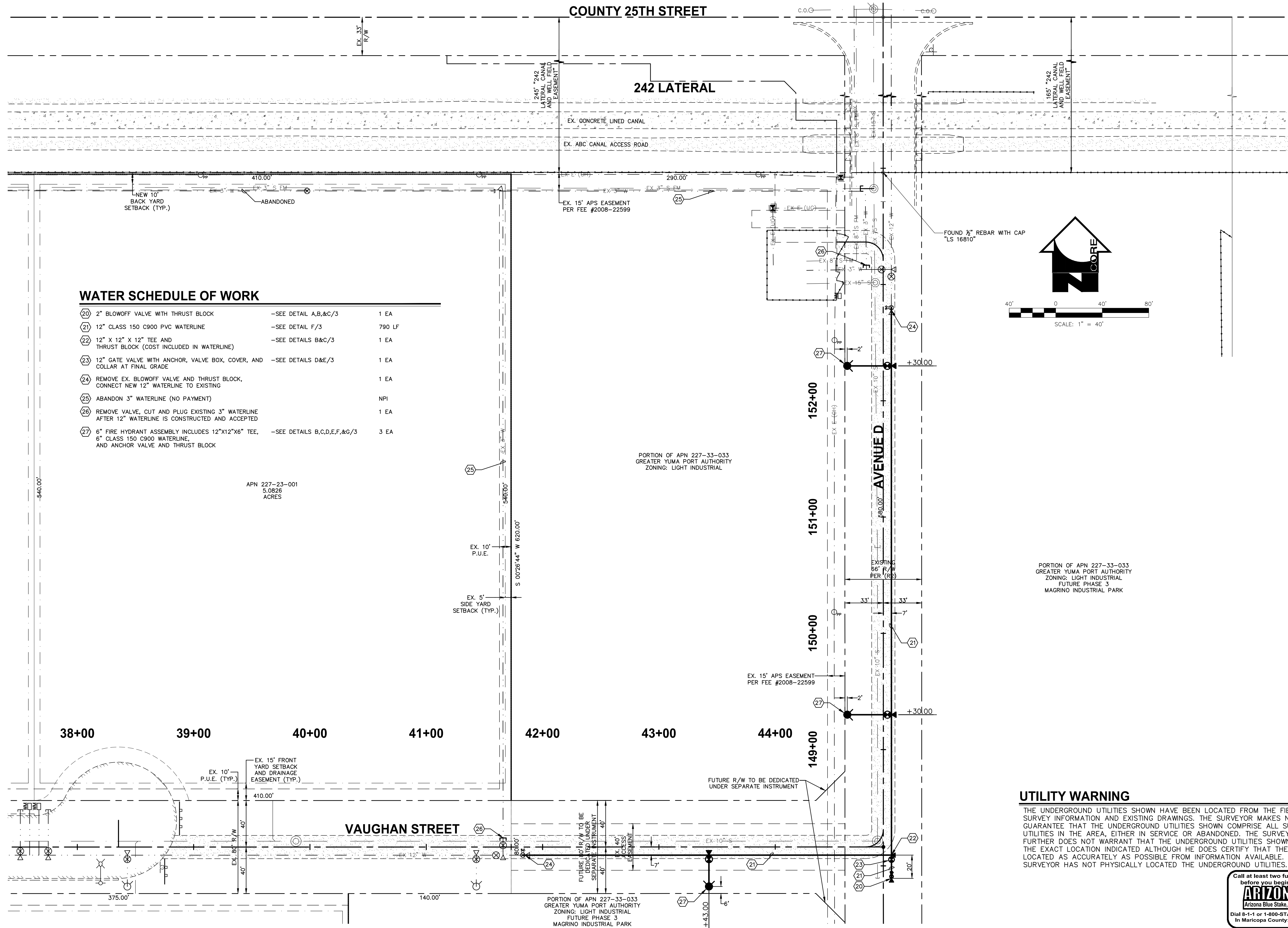
Date: APRIL 2019
Designed: D.J.N.
Drawn: J.R.K.
Checked: D.J.N.
Proj. No.: 19-026

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85304
V - 928-344-9931 F - 928-344-9932
www.CoreEngineeringGroup.com
Core@core-e-g.com

DRAWING RECORD:
No. _____
DATE: _____

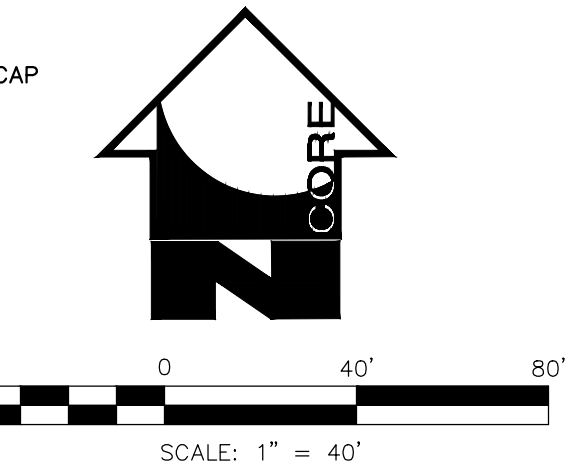
THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED OR TRANSFERRED WITHOUT THE PRIOR EXPRESS CONSENT OF THE COMPANY, NOR SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.

No. 10, Apr. 2019 - 3:30pm, 2:30PM (V-02) (vsn) (V-02) MagrinoIndustrialParkWaterline - Core Engineering Group, PLLC



WATER SCHEDULE OF WORK

20	2" BLOWOFF VALVE WITH THRUST BLOCK	-SEE DETAIL A,B,&C/3	1 EA
21	12" CLASS 150 C900 PVC WATERLINE	-SEE DETAIL F/3	790 LF
22	12" X 12" X 12" TEE AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	-SEE DETAILS B&C/3	1 EA
23	12" GATE VALVE WITH ANCHOR, VALVE BOX, COVER, AND COLLAR AT FINAL GRADE	-SEE DETAILS D&E/3	1 EA
24	REMOVE EX. BLOWOFF VALVE AND THRUST BLOCK, CONNECT NEW 12" WATERLINE TO EXISTING		1 EA
25	ABANDON 3" WATERLINE (NO PAYMENT)		NPI
26	REMOVE VALVE, CUT AND PLUG EXISTING 3" WATERLINE AFTER 12" WATERLINE IS CONSTRUCTED AND ACCEPTED		1 EA
27	6" FIRE HYDRANT ASSEMBLY INCLUDES 12"X12"X6" TEE, 6" CLASS 150 C900 WATERLINE, AND ANCHOR VALVE AND THRUST BLOCK	-SEE DETAILS B,C,D,E,F,&G/3	3 EA



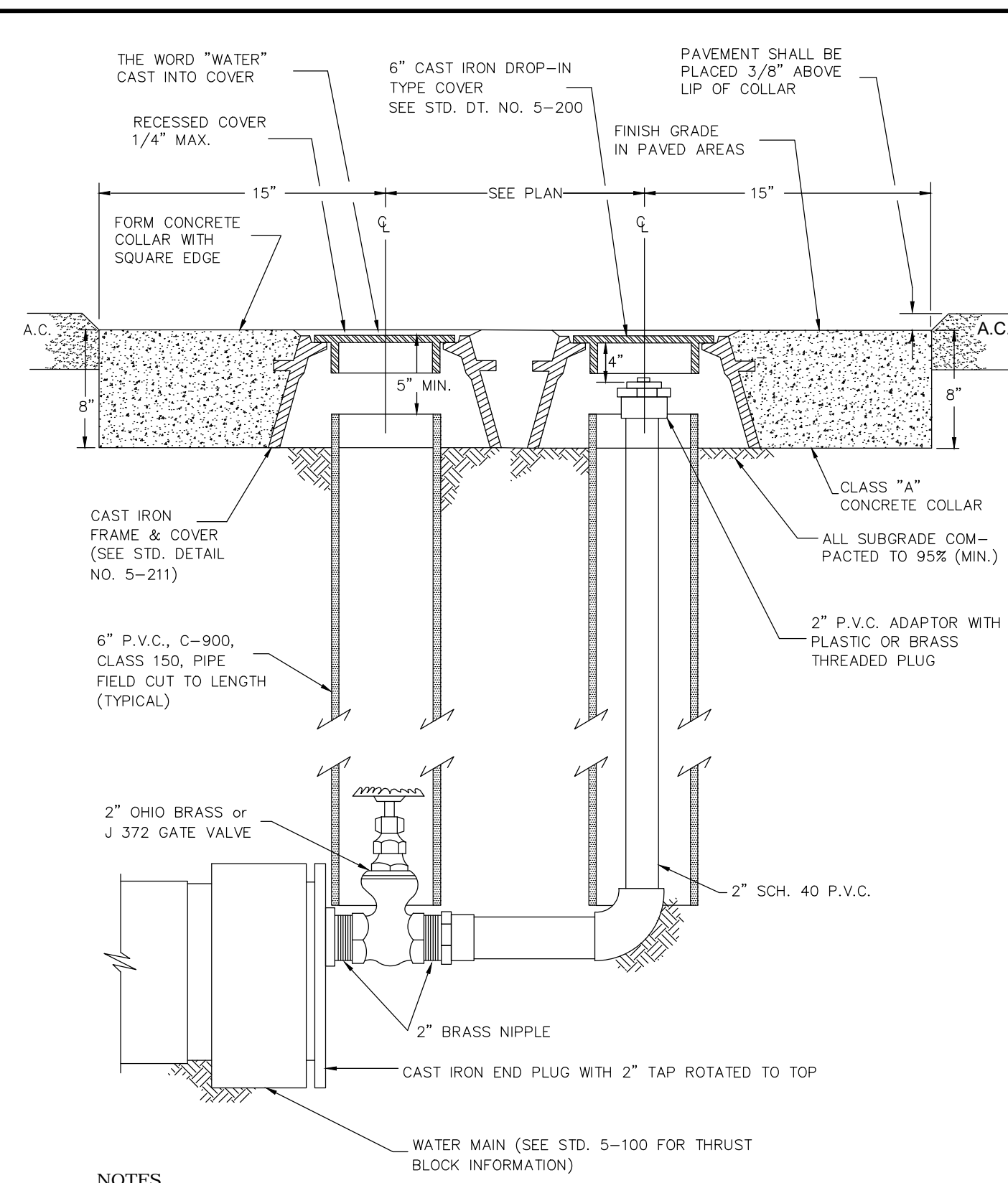
PORTION OF APN 227-33-033
 GREATER YUMA PORT AUTHORITY
 ZONING: LIGHT INDUSTRIAL
 FUTURE PHASE 3
 MAGRINO INDUSTRIAL PARK

UTILITY WARNING

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

Call at least two full working days before you begin excavation.
ARIZONA 811
 Arizona Blue Stake, Inc.
 Dial 8-1-1 or 1-800-STAKE-11 (782-5348)
 In Maricopa County: (602) 263-1100

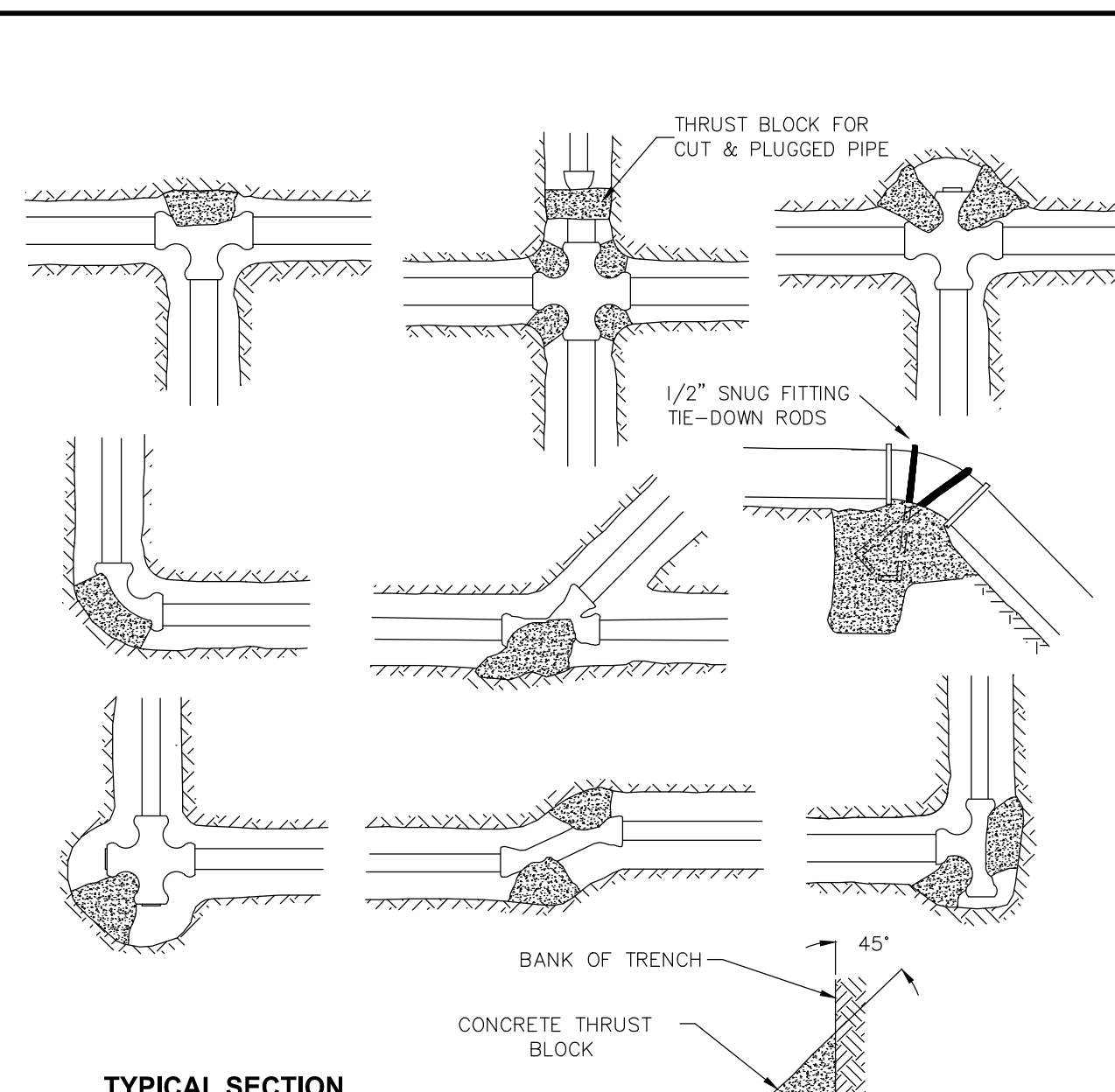
DRAWING RECORD:					
DATE:					
No.:					
CORE ENGINEERING GROUP, PLLC 200 East 16th Street, Suite 150 Yuma, AZ 85364 V - 928-344-5931 F - 928-344-5932 www.CoreEngineeringGroup.com Core@core-e-g.com					
CORE					
MAGRINO INDUSTRIAL PARK WATERLINE MAIN EXTENSION CITY OF SAN LUIS YUMA COUNTY, ARIZONA WATER PLAN					
THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED OR TRANSMITTED IN ANY MANNER WITHOUT THE PRIOR EXPRESS CONSENT OF THE COMPANY, NOR SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.					
Registered Professional Engineer CERTIFICATE NO. 32329 DOUGLAS J. NICHOLLS State of Arizona, P.E.					
Date: APRIL 2019 Designed: D.J.N. Drawn: J.R.K. Checked: D.J.N. Proj. No.: 19-026					
SHEET 2 OF 3					



NOTES
 1. BLOWOFF SHALL BE LOCATED WITHIN 20' (MAX.) FROM LAST IN-LINE VALVE.
 2. TRACER WIRE SHALL BE INSTALLED ON ALL WATER MAINS AND EXTENSIONS. TRACER WIRE SHALL EXTEND INTO THE VALVE FRAME.

WATERMAIN BLOWOFF
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-140 (MODIFIED) NTS

A
3



TYPICAL THRUST BLOCK INSTALLATION
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-990 (FEB 2009) NTS

B
3

- NOTES**
- SEE STANDARD DETAIL NO. 5-100 FOR CALCULATING SAFE BEARING AREAS.
 - ALL FERROUS FITTINGS, PIPE, CONNECTORS, AND APPURTENANCES SHALL RECEIVE A 10 MIL. (MIN.) POLYETHYLENE WRAP TO PREVENT DIRECT CONTACT WITH THE SOIL.
 - THRUST BLOCKS SHALL CONSIST OF CLASS "B" CONCRETE.
 - CONCRETE SHALL NOT COME IN DIRECT CONTACT WITH PIPE.
 - 3/16" STAINLESS STEEL TIE-DOWN RODS REQUIRED FOR PIPE LARGER THAN 8".
 - PLACE A MINIMUM OF 8" CONCRETE UNDER ALL FITTINGS.

THRUST AT FITTINGS IN POUNDS AT 150 POUNDS PER SQUARE INCH OF WATER PRESSURE ALL PIPE & FITTINGS SHALL BE CLASS 150 (MINIMUM)

SIZE	TEES & DEAD ENDS	90° BEND	45° BEND	22 1/2° BEND	PER DEGREES OF DEFLECTION
2"	1,740	2,460	1,335	675	30.3
4"	2,715	3,840	2,085	1,065	47.3
6"	5,625	7,950	4,320	2,190	98.3
8"	9,780	13,800	7,500	3,795	171.0
10"	16,050	22,650	12,300	6,225	280.5
12"	22,800	32,250	17,550	8,850	399.0
14"	31,050	42,300	23,850	12,075	543.0
16"	40,200	57,000	30,750	15,600	705.0

SAFE BEARING LOAD POUNDS PER SQUARE FOOT

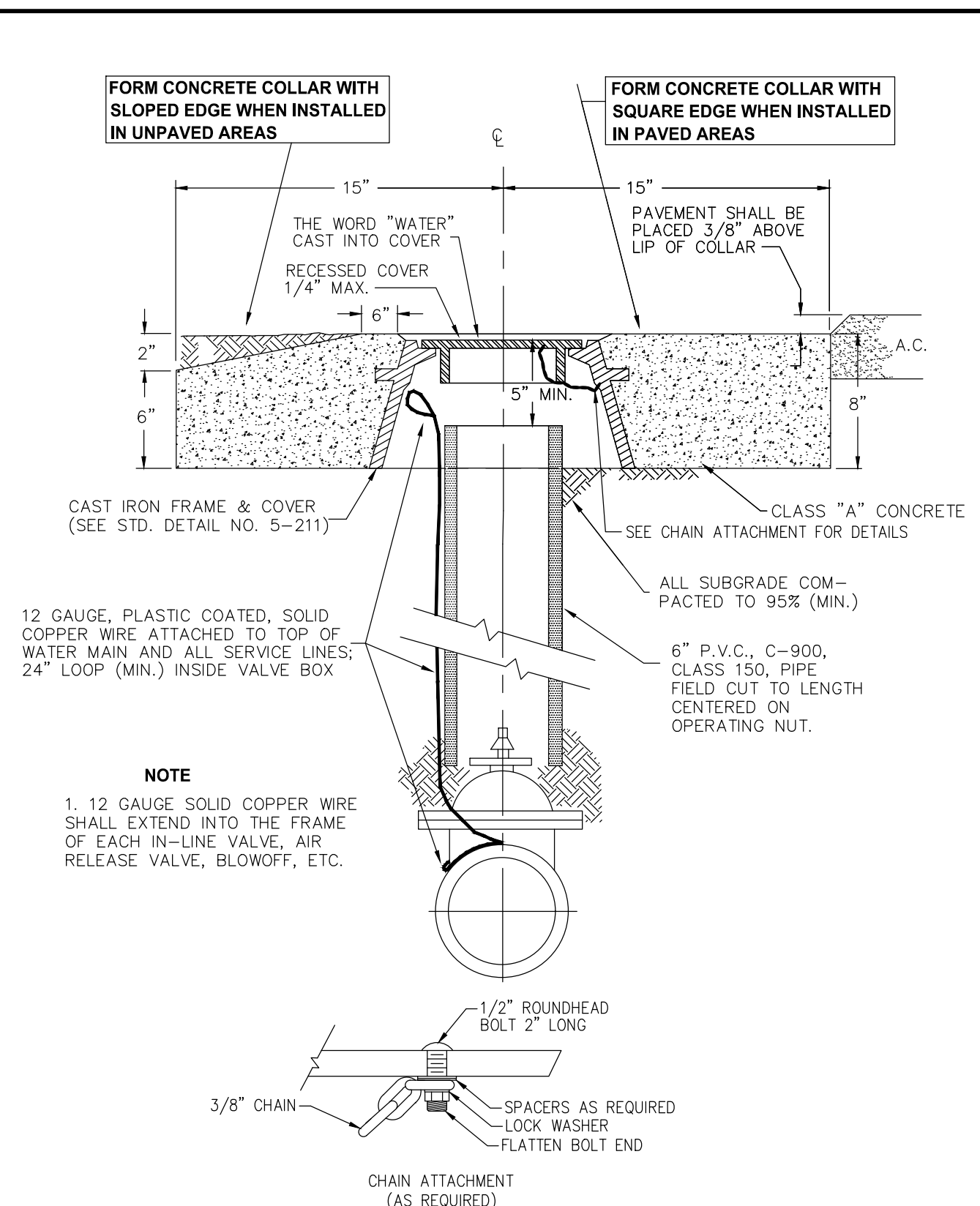
SOIL	SAFE BEARING LOAD POUNDS PER SQUARE FOOT
MUCK, PEAT, ETC.	0
SOFT CLAY	1000
SAND	2000
SAND & GRAVEL	3000
SAND & GRAVEL CEMENTED WITH CLAY	4000

TO CALCULATE THE AREA OF A NEEDED THRUST BLOCK
 DIVIDE THRUST BY SAFE BEARING LOAD. THRUST BLOCK AREA FOR 6" AND LARGER PIPE SHALL NOT BE LESS THAN THREE (3) SQUARE FEET.

- NOTES**
- ALL DOMESTIC PIPE AND FITTINGS SHALL BE CLASS 150 (MIN.) UNLESS OTHERWISE NOTED.
 - ALL PRIVATE FIRE SUPPRESSION PIPE AND FITTINGS SHALL HAVE A MINIMUM CLASS OF 150 (P.S.I.).
 - FOR PIPE SIZE GREATER THAN 16", THRUST BLOCK AREA WILL BE DETERMINED BY SOIL TESTS.
 - CONCRETE SHALL NOT COME IN DIRECT CONTACT WITH PIPE.

THRUST BLOCK DATA
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-100 (FEB 2009) NTS

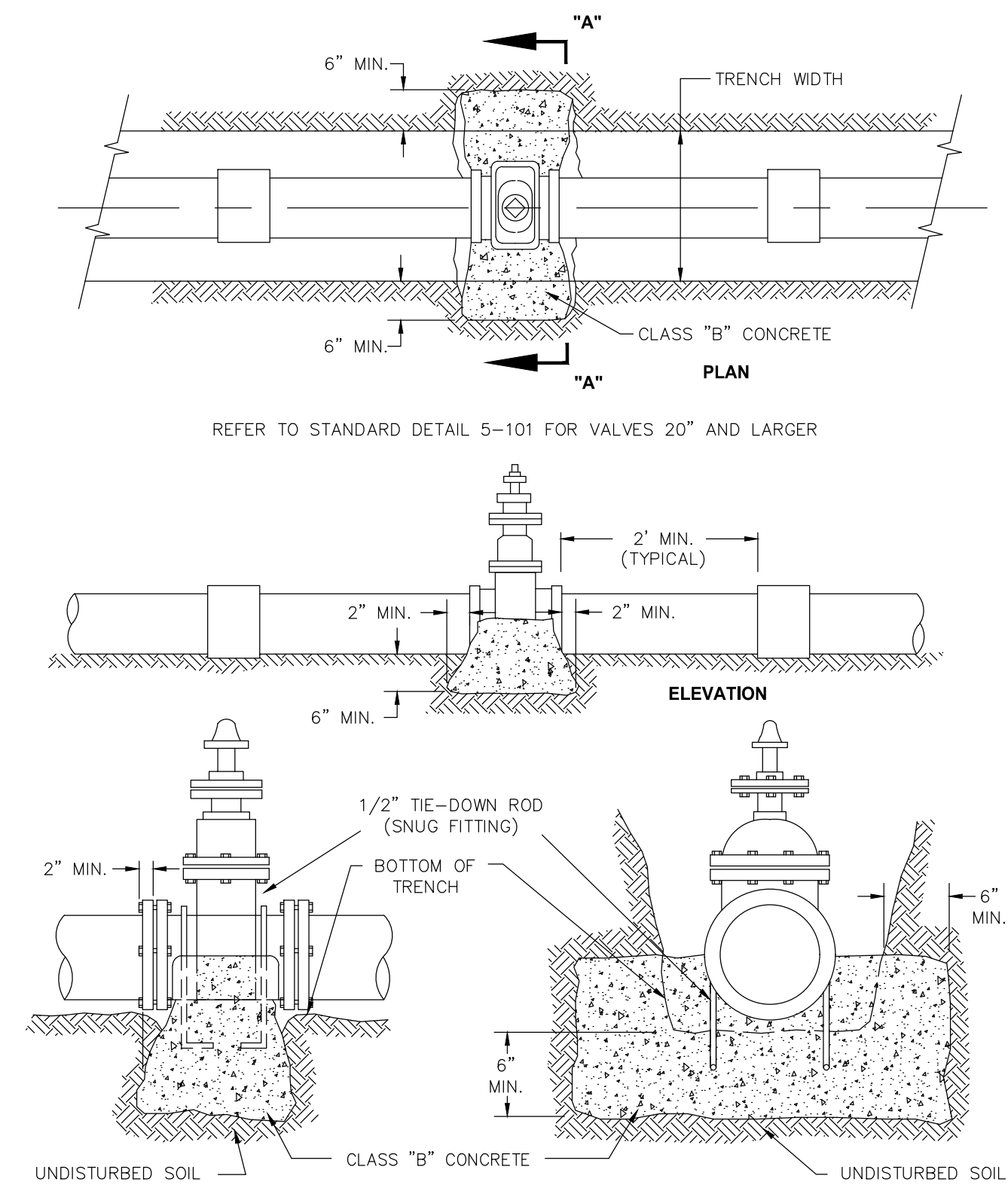
C
3



NOTE
 1. 12 GAUGE SOLID COPPER WIRE SHALL EXTEND INTO THE FRAME OF EACH IN-LINE VALVE, AIR RELEASE VALVE, BLOWOFF, ETC.

VALVE BOX INSTALLATION
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-210 (FEB 2009) NTS

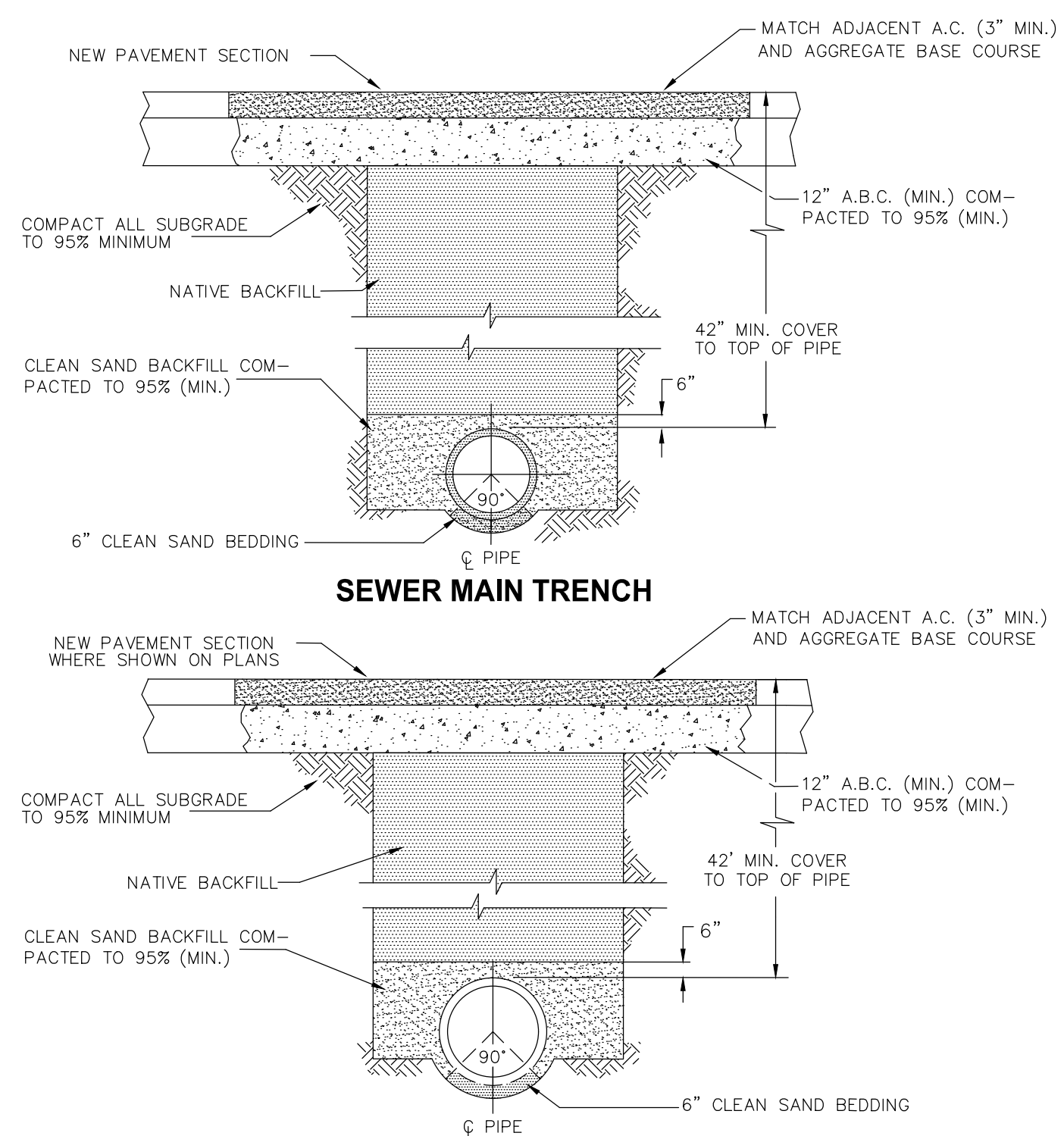
D
3



- NOTES**
- THIS DETAIL COVERS WATER VALVES 4" OR LARGER.
 - ALL BURIED IRON AND FERROUS FITTINGS SHALL RECEIVE A 10 MIL. (MIN.) POLYETHYLENE PLASTIC WRAP TO PREVENT DIRECT CONTACT WITH SOIL.
 - TIE DOWN RODS REQUIRED FOR PIPES LARGER THAN 8".
 - CONCRETE SHALL NOT COME IN CONTACT WITH WATER PIPE.
 - REFER TO STANDARD DETAIL 5-101 FOR VALVES TWENTY INCH (20") AND LARGER.

VALVE ANCHORS
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-110 (FEB 2009) NTS

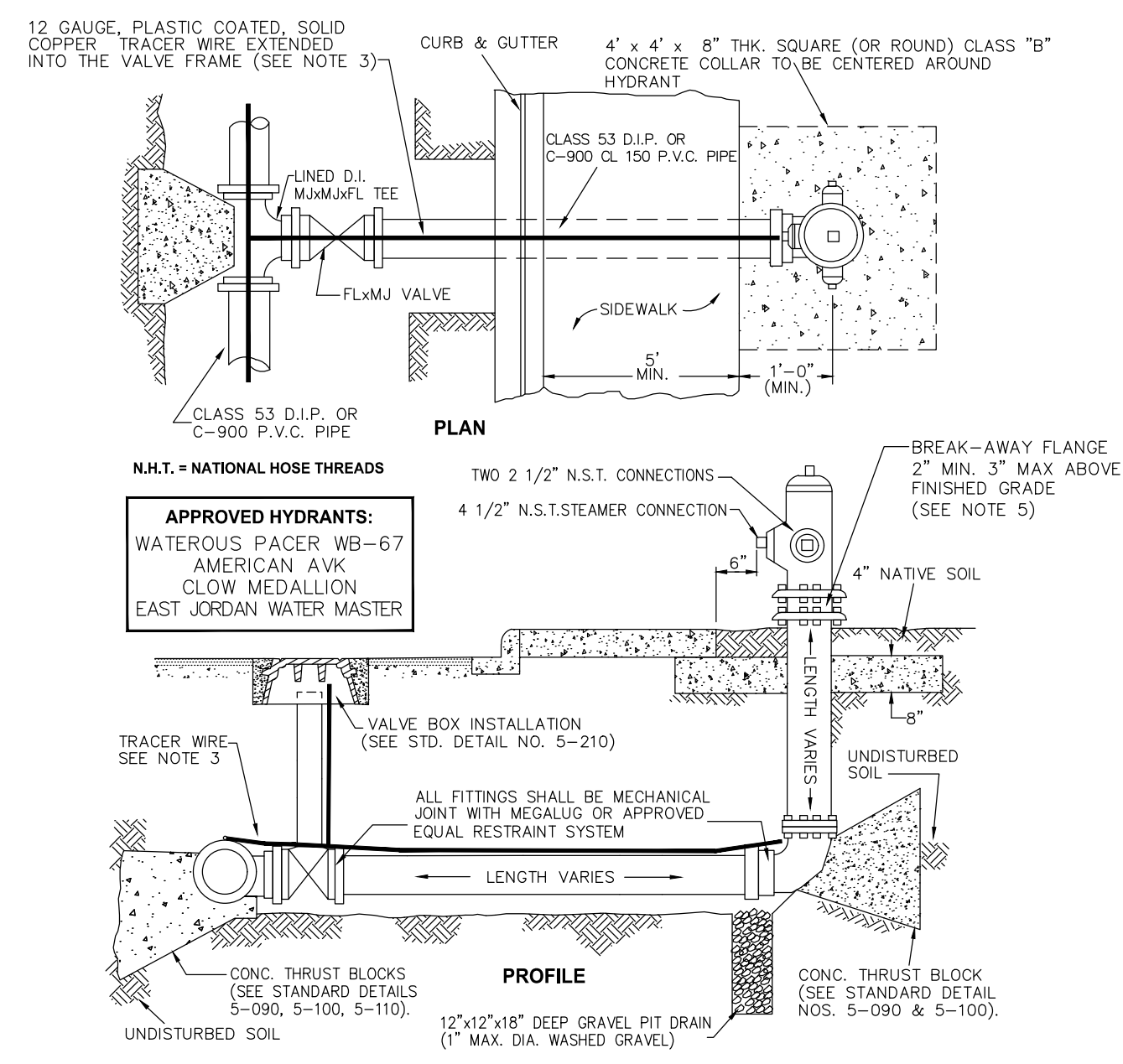
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3



- NOTES**
- NATIVE SOIL MAY BE USED FOR BACKFILL WHEN APPROVED BY THE CITY ENGINEER.
 - BEDDING SHOWN IS A MINIMUM STANDARD FOR SHALLOW TRENCHES AND ACCEPTABLE NATIVE BASE. EXACT TYPE OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER.
 - DITCH SIDES SHALL BE SLOPED OR SHORED AS REQUIRED PER O.S.H.A. STANDARDS.
 - ALL TRENCHES SHALL BE COLD-PATCHED IF LEFT OPEN TO TRAFFIC. ALL TRENCHES SHALL BE PAVED (HOT-MIX) WITHIN 2 WEEKS FROM IT'S EXCAVATION.

TYPICAL WATER AND SEWER MAIN LINE TRENCH BACKFILL
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-080 NTS

F
3



- NOTES**
- 4" THRU 12" GATE VALVES SHALL BE AMERICAN DARLING RESILIENT WEDGE 80 CSR, WATEROUS SERIES 500 RESILIENT WEDGE, AMERICAN AVK RESILIENT WEDGE OR CLOW RESILIENT WEDGE.
 - ALL BURIED DUCTILE IRON PIPE MUST BE WRAPPED WITH 10 MIL (MINIMUM) POLYETHYLENE PLASTIC WRAP.
 - TRACER WIRE REQUIRED ON LINE FROM MAIN TO HYDRANT.
 - NO BREAK-AWAY FLANGE BOLTS MAY MAKE CONTACT WITH SOIL.
 - UTILIZE A MJ GRADELOCK OR OFFSET TO OBTAIN MEASUREMENT.

FIRE HYDRANT
 CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 5-120 NTS

G
3

DRAWING RECORD:
 DATE:
 No.:

CORE ENGINEERING GROUP, PLLC
 200 East 16th Street, Suite 150
 Yuma, AZ 85364
 V - 928-344-5931 F - 928-344-5932
 www.CoreEngineeringGroup.com
 Core@core-e-g.com

CORE

MAGRINO INDUSTRIAL PARK WATERLINE MAIN EXTENSION
 CITY OF SAN LUIS YUMA COUNTY, ARIZONA
 DETAILS

Professional Engineer
 CERTIFICATE NO. 32329
 DOUGLAS J. NICHOLLS
 State of Arizona, U.S.A.

Date: APRIL 2019
 Designed: D.J.N.
 Drawn: J.R.K.
 Checked: D.J.N.
 Proj. No.: 19-026



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.B.

Meeting Date: 04/24/2019

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis accepting and ratifying slurry seal application services from American Pavement Preservation for application of Type 2 slurry seal as part of the 2019 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

In continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation, for a total amount not to exceed \$120,000.00. The city would piggyback on a contract that the City of Yuma has with American Pavement Preservation, Slurry Seal Service, BID#2016-20000024. The City of Yuma completed the full bidding process for slurry services in 2016 for a 5-year contract, which allows for the cooperative use of the contract. We will comply with states cooperative purchasing under A.R.S. §41-2632(2).

This request also complies with the San Luis Purchasing Code Section 36.09, Cooperative Purchasing. The justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in this case the City of Yuma) went out to bid, so duplicating the expense of the bidding process is not cost effective where the result will likely be the same cost Yuma already got under its bid. The \$120,000.00 is under the state law threshold for bidding out for street construction which is \$227,925.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF SLURRY SEAL APPLICATION SERVICES THROUGH AMERICAN PAVEMENT PRESERVATION FOR \$120,000.00.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	\$120,000.00
BUDGETED AMOUNT:	\$300,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Highway Users Capital Outlay 200-210-90010/\$476,800.00

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

HURF Capital Outlay - Improvement Roads
Acct#200-210-90010/Balance \$476,800.00

Attachments

- City of Yuma Formal Bid
 - City of Yuma 5-Year Contract with APP
 - Pavement Preservation Map
 - Resolution No. 878
 - Cooperative Agreement
-

**CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID**



BID NUMBER: 2016-20000024

BID TITLE: Slurry Seal Services

BID DUE DATE AND TIME:

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

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

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

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

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

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

**VENDORS ARE STRONGLY ENCOURAGED TO
CAREFULLY READ THE ENTIRE BID.**

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PURCHASING DIVISION

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BID FORM (Return All Pages)

VENDOR CHECKLIST

****IMPORTANT****

- The appropriate principal of the firm has signed the bid.
- The bid prices offered have been reviewed and include shipping cost.
- The price extensions and totals have been checked. Unit prices will prevail.
- Any required samples or descriptive literature have been included.
- All individual samples or descriptive literature have been identified with Vendor's name and City's bid number.
- If required, the bid surety has been included.
- Bid Package and/or Envelope have been identified with Vendor's name, bid number and bid title.
- Documents, forms, and any information identified as part of the bid submittal have been included.
- All pages marked "Return This Page" have been properly filled in and returned.
- Signed and returned the Arizona Revised Statutes Compliance Form (last page of Bid Form).

INSTRUCTIONS TO VENDORS

IT IS THE RESPONSIBILITY OF ALL VENDORS TO EXAMINE THE ENTIRE BID AND SEEK CLARIFICATION OF ANY ITEM OR REQUIREMENT THAT MAY NOT BE CLEAR AND TO CHECK ALL RESPONSES FOR ACCURACY BEFORE SUBMITTING A BID.

1. COMMUNICATIONS WITH THE CITY:

All Vendor communication (phone, fax, email, mail, courier, overnight deliver, or other service) concerning this Bid must be directed to the Purchasing Division. The Point of Contact is

City of Yuma Purchasing Division
Attn: Mary E. Roman, Buyer
(928) 373-5114 - Telephone
(928) 373-5115 – Fax
Mary.Roman@YumaAz.gov

Unless authorized by the individual above, no other City official or City employee is empowered to speak for the City with respect to the Bid. Any Vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the person identified above, is advised that such material is used at the Vendors own risk. The City will not be bound by any such information, clarification, or interpretation.

At no time prior to award of bid will Vendor have any communication with any City employee, except the person identified above. Contact by a Vendor regarding this Bid with a City employee other than a Purchasing Division representative may be considered grounds for rejection of the bid submitted.

As questions submitted require adequate time for response preparation, Vendors are asked to forward all questions to the person listed above, at least 72 hours prior to the date and time set forth for the opening of bids. The City will not guarantee questions received within 72 hours or less of bid opening can or will be addressed.

2. PRE-BID CONFERENCE:

If a pre-bid conference is scheduled, the date and time of this conference will be indicated in this document. Vendor attendance is highly recommended, though not mandatory. The purpose of this conference will be to clarify the contents of this bid in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this bid or any apparent omission or discrepancy may be presented in writing or in person to the City at this conference. Oral statements or instructions will not constitute an amendment to this bid. The City will determine the appropriate action necessary, if any, and issue a written addendum to the bid.

3. PREPARATION OF BID:

- A. All bids must be submitted on the forms provided in this bid and must not be altered in any manner. It is permissible to copy these forms as required.
- B. All items must be new and unused, unless otherwise stated in the specifications.
- C. The Price Page of the bid must be submitted with an original signature of an officer of the firm authorized to contract for the work, and if necessary must initial erasures, interlineations or other modifications in the bid.
- D. No bid will be altered, amended or withdrawn after the specified time and date for opening bids.
- E. Envelopes with insufficient postage will not be accepted by the City of Yuma.

4. ADDENDA:

Receipt and acceptance of a Bid addendum is to be acknowledged by signing and returning the document with the bid response.

INSTRUCTIONS TO VENDORS

5. BID SUMMARY:

Vendor will provide all bid information and must answer all conformance questions as requested.

6. TAXES:

Unless specifically required in this bid, do not include any sales tax, use tax, or Federal Excise Tax in your bid pricing. Unit price will not include any tax. Taxes may be added to invoices and must be current Arizona State Tax and your local tax as applicable.

7. FEDERAL EXCISE TAX:

The City of Yuma is exempt from Federal Excise Tax for petroleum products including Federal Transportation Tax.

8. INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email to payables@YumaAz.gov as indicated on the Purchase Order. Invoices must show:

- 1) City Purchase Order Number & Contract (Bid) Number
- 2) Complete descriptions of the goods or services furnished
- 3) Quantity
- 4) Unit prices and extensions
- 5) All applicable taxes
- 6) Name of department/division to which shipment was made
- 7) In addition, the invoice should include the vendor's invoice number and contact information.

Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.)

9. WITHDRAWAL OF BID:

A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes must be submitted in writing and must also be supported by a written determination made by the Purchasing Agent.

10. PROTESTS:

Any actual or prospective Vendor who is aggrieved in connection with this bid or award may protest to the City Council. The protest must be submitted in writing to the City Administrator within ten days after such aggrieved person knows or should have known of the facts giving rise, and the City Administrator will place same on the next Council agenda if not resolved prior to that time.

11. POLICY ON NON-DISCRIMINATION ON THE BASIS OF DISABILITY:

- A. In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services.
- B. 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:

City of Yuma Human Resources Division
One City Plaza
Yuma, Arizona 85364-1436
(928) 373-5127 or (928) 373-5149 (TTY)

SPECIAL TERMS AND CONDITIONS

ANALYSIS AND TEST: When deemed necessary, samples of materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Vendor holding the contract.

ANNUAL CONTRACTS: Vendor will hold firm, fixed pricing for a period of twelve months after notice of award. Vendors may also be requested to make multiple deliveries to one or more locations, at no additional cost to the City.

AWARD OF BID: A primary and secondary Vendor may be awarded this bid, if required, to ensure goods or services are available on an "as needed" basis. If the primary Vendor indicates that he cannot deliver by the City's required deadline, the City reserves the right to contact the secondary Vendor.

BRAND NAMES: Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered non-responsive.

CLEAN UP: The Vendor must at all times keep the area, including storage areas used, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the City. Upon completion of the repair, the Vendor must leave the work and premises in a clean, neat and workmanlike condition.

CONTRACT EXTENSION: In the event the City does not opt to renew the contract or the City and Vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.

COOPERATIVE USE OF CONTRACT: The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources reduce procurement costs and improve the timely acquisition and costs of goods or services. The Vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Vendor(s) under this contract, pursuant to the terms and conditions stated herein.

EMERGENCY DELIVERIES: The City may purchase goods or services required under "emergency" situations, after-hours, or on weekends.

EXPANSION CLAUSE: This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

INSURANCE: Before the commencement of any services, the Vendor shall name the CITY, and its employees as **Additional Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the Vendor. All insurance policies are subject to approval by the CITY.

Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the CITY prior to the effective date of such cancellation or termination.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to:
City of Yuma, Purchasing Division
One City Plaza
Yuma, AZ 85364-1436 or purchasingweb@yumaaz.gov

A. Commercial General Liability

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability, and at least the minimum limits of the following:

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$500,000
• Personal and Advertising Injury	\$500,000
• Blanket Contractual Liability – Written and Oral	\$500,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional language: "The City of Yuma, its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by the Vendor".

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

SPECIAL TERMS AND CONDITIONS

B. Business Automobile Liability

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$500,000

If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3,000,000.00 per accident, limits for bodily injury and property damage will apply.

The policy shall be endorsed to include the following additional insured language: "The City of Yuma its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf the Vendor involving automobiles owned, leased, hired, borrowed, and/or non-owned by the Vendor".

The policy shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf the Vendor.

C. Worker's Compensation and Employers' Liability

- Workers' Compensation: Statutory
- Employers Liability
 - Each Accident \$100,000
 - Disease – Each Employee \$100,000
 - Disease – Policy Limit \$500,000

The Vendor shall require sub-Vendors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Vendor.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

D. The polices of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

INDEMNIFICATION: To the fullest extent permitted by law, Vendor must indemnify, defend, and hold harmless the CITY, its agents, employees, officers, volunteers, and officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Vendor's intentional, reckless, or negligent acts, mistakes, errors, or omissions in performance of this Agreement. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of the Vendor's sub-Vendors employed directly or indirectly by the Vendor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

PERMITS: The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incident in performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided all permits are issued, prior to the commencement of the work. The Vendor, at double the standard fee rate will pay for permits requested and issued after commencement of the work. The City will assume no responsibility for charges associated with these late rates.

PRICE ADJUSTMENT: The City's Purchasing and Contracts Manager and the user department will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Purchasing and Contracts Manager will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the contract extension.

PRICE REDUCTION:

If the contracted price is higher than the current Fair Market Value for the commodity, the City of Yuma may request the awarded vendor(s) to reduce the price to the current Fair Market Value.

The current awarded vendor may offer to the City of Yuma a price reduction adjustment at any time during the term of contract. The price reduction adjustment will become effective upon the City's receipt of notice.

STANDARD TERMS AND CONDITIONS

It is the City of Yuma's intent for these specifications to set the minimum standards to be used for the bidding of these products/services. Any references to Make, Model and Manufacturer are only to indicate minimum specifications for quality and performance. They are not intended to be restrictive in nature or to eliminate use of any other manufacturer's products.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

In compliance with bid specifications, Vendor offers and agrees to furnish any and all of the items or services enumerated at the unit price offered set opposite each item, delivered at the designated point(s) within the time specified. The Vendor also acknowledges that the Terms and Conditions of the Bid were carefully read and the appropriate sections were completed.

The award is subject to all legal requirements provided for in the City Charter or applicable City Ordinances, State and Federal Statutes.

All Vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of City of Yuma. Further, all Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Vendor's firm or any of its branches. Should the awarded Vendor permanently or temporarily hire any City of Yuma employee who is, or has been, directly involved with the Vendor prior to or during performance of the resulting contract, the contract will be subject to immediate termination by the City.

ADDENDA: Addenda issued during the time of bidding must be attached to and made a part of the contract documents.

AFFIRMATIVE ACTION: The Vendor will be an Equal Opportunity Employer and make a good faith effort to encourage minority employment and agrees to meet Federal and State guidelines.

Vendors doing business with the City of Yuma are prohibited from discriminating against any employee, applicant, or client because of race religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and trainers selection.

ALTERNATE BID: Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable to evaluate, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

AMERICAN MADE: Whenever possible, the goods, material, articles or equipment specified will be of United States origin and manufacture.

APPLICABLE LAWS: In the performance of this contract, Vendors must abide by and conform to any and all laws of the United States, State of Arizona and City of Yuma including but not limited to Federal and State executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Administration and any other Federal or State laws applicable to this contract.

This contract will be governed by the City, and the Vendor will have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. The laws of the State of Arizona will govern this contract and any suit pertaining to this contract may be brought only in courts in the State of Arizona. Lack of knowledge by the Vendor and any subcontractor will in no way be a cause for relief from responsibility.

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.

AUTHORITY: This bid as well as any resultant contract is issued under the authority of the City of Yuma Purchasing and Contracts Manager. No alteration of any resultant contract may be made without the express written approval of the Purchasing and Contracts Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Charter and Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

AWARD OF BID: Awards will be made with reasonable promptness to the lowest responsible, responsive Vendor(s) whose offer(s) best conform to the bid and is in the best interest of the City. Other factors to be considered may include, but are not limited to, quality, uniformity of product, delivery time, and the Vendor's past performance on other contracts with the City. Awards may be made to other than the lowest price offer.

The City reserves the right to award any item or group of items of the bid, unless the Vendor has qualified the bid by specific limitation. A written award of acceptance, in the form of a purchase order as per specifications or written notice of award on City of Yuma stationery, mailed or delivered to the successful Vendor constitutes a binding contract without further action by either party. If contract award is \$100,000.00 or over, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.

The City, notwithstanding any other provisions of this bid (including attached documents), expressly reserves the right to:

1. Waive any insignificant defect or informality in any offer or bid procedure.
2. Reject any or all offers or
3. Re-issue the bid.

BID OFFER ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to a bid to remain valid and irrevocable for 90 days after the bid opening time and date.

STANDARD TERMS AND CONDITIONS

CERTIFICATION: By signature in the offer section the Vendor certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Vendor will not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 or A.R.S. § 31-1461 Et. Seq.
- C. The Vendor has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The Vendor submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the Vendor and has the authority to bind the Vendor to the contract.

CITY PROCUREMENT DOCUMENT: The Purchasing Division is issuing this bid. Vendor is not permitted to alter any portion of the bid document, and any attempt to do so will result in Vendor's offer being considered non-responsive. Vendor must not alter any portion of a resultant contract without the written approval of the Purchasing Division and any attempt to do so will be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

CLARIFICATIONS: The City reserves the right to obtain clarification from Vendor when necessary to arrive at full and complete understanding of bid response.

CONFLICT OF WORDING: Where an item in the bid specification conflicts with the Terms and Conditions, the bid specifications will prevail and control.

CONTRACT: Upon acceptance of the Vendor's proposal the Vendor will, if requested by the City, execute and enter into a formal contract that is satisfactory to the Vendor and the City, to secure the contract required to protect the City.

CONFIDENTIAL INFORMATION: Proposals submitted to the City will be reviewed and evaluated by only those persons who have a legitimate interest. The City cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the Vendor's proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the City.

To the extent possible, the City will provide Vendor with 48 hours written notice of any public records disclosure request relating to Vendor's documents to allow Vendor to seek a protective order from the Court. Vendor agrees to indemnify, defend, and hold the City harmless for any damages resulting from the City's failure to disclose information under the terms of this section. The City reserves the right to use any or all ideas presented in any reply to this proposal. Selection or rejection of the proposal does not affect this right.

CONTRACT ADMINISTRATION: The Purchasing Division and an authorized representative of the primary user department will jointly administer this contract. All questions regarding this contract after award must be referred to an authorized representative for resolution.

CONTRACT AMENDMENTS: Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written change order approved by the City. If Vendor performs any modification without written change order, the City will not be obligated to accept said modifications.

CONTRACT DEFAULT: The City, by written notice of default to the Vendor, may terminate in whole or any part of this contract in any one of the following circumstances:

- A. If the Vendor fails to make delivery of the supplies or to perform the services within the time specified: or
- B. If the Vendor fails to perform any of the provisions of this contract and fails to remedy the situation within the specified period of time in the notice.

In the event the City terminates this contract in whole or part, the City may procure goods or services similar to those terminated, and the Vendor may be liable to the City for any excess costs for such similar goods or services.

CONTRACT LENGTH: The contract will remain valid for a period of one year from date of issuance of purchase order or Notice of Award, unless otherwise noted.

CONTRACT TERMINATION: Either party may terminate the contract upon 30 days written notice by one party to the other. Both parties will perform in accordance with the contract prior to the effective termination date. The City may at any time cancel the contract for cause without penalty or liability on the part of the City.

The City reserves the right to cancel any resultant contract upon 30 days written notice when, in the City's judgment, the workmanship, quality, performance of the goods or services of this contract are rendered unsatisfactorily or do not conform to the contract.

CURRENT PRODUCT: All bid offers made in response to this bid will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this bid. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

DEFECTIVE PRODUCT: All defective products must be replaced and exchanged by the Vendor. The Vendor will pay for the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses. The City must receive all replacement products within the specific period of time stated in the notice.

STANDARD TERMS AND CONDITIONS

DELIVERY: Unless otherwise stated, the goods or services, specified or called for in or under this bid, must be delivered or completely performed by the successful Vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order. The Vendor agrees to make deliveries, only upon receipt of a duly signed and approved purchase order issued by the City of Yuma Purchasing and Contracts Manager or designated representative. Delivery made without such purchase order will be at Vendor's risk.

DISCOUNTS: Prompt payment discounts will be considered in making the award provided the discount period is sufficient to allow the City to make payments in the regular course of business. If a discount is offered, time is computed from the date of receipt of goods or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed made on the date the check is issued.

EVALUATION: In an Invitation for Bid, award(s) will be made to the lowest responsible and responsive Vendor whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City will be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but not be limited to:

1. Conformity with bid specifications, performance requirements, terms and conditions, Vendor instructions and any other contractual clauses and or requirements.
2. Operational compatibility with existing City resources, as applicable;
3. Availability of competent service and prompt delivery of goods or services;
4. Having legally required licenses, certifications and/or qualifications to perform the contract;
5. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Vendor's financial capability to perform the contract, and any other factors that would be advantageous to the City;
6. Record of past performance and integrity on City and/or other public agency contracts; and
7. Production capability of equipment as determined by product samples, customer references, and/or City inspection

FORCE MAJEURE: The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation, facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

FREIGHT: Prices will be Free On Board (FOB) Destination to the delivery location designated herein. Vendor will retain title and control of all goods until they are delivered and the contract has been completed. The City will notify the Vendor promptly of any damaged goods and will assist the Vendor in arranging for inspection. All risk of transportation and all related charges will be the responsibility of the Vendor. The Vendor must file all claims for visible or concealed damage.

FUNDING: Any contract entered into by the City of Yuma is subject to funding availability. The fiscal year for the City of Yuma is July 1, to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract may be terminated.

GRATUITIES: The City may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event, this contract is canceled by the City pursuant to this provision, the City will be entitled to recover or withhold from the Vendor the amount of the gratuity in addition to any rights and remedies.

INDEMNIFICATION: The Vendor must indemnify and defend the City, its agents and employees against all claims, damages, losses, and expenses resulting from the Vendor's intentional or negligent acts, mistakes or omissions in performance of the Contract. This includes any intentional or negligent acts, mistakes, or omissions of the Vendor's subcontractors. The amount and types of insurance coverage required does not limit the scope of indemnity.

INSPECTION: All goods or services are subject to final inspection and acceptance by the City. Goods or services failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to the Vendor or reworked by the Vendor. If returned, the cost of transportation, unpacking, inspecting, repacking, reshipping or any other expenses are the responsibility of the Vendor.

INTERNET ORDERING CAPABILITY: The City may utilize the Internet to place orders under this contract.

LATE BIDS: Bids received after the time for opening bids or received at any place other than the place specified will not be considered. If a bid is received late the bid will not be considered and may be returned to the Vendor.

LICENSES: Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract. The Vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of goods or services requested.

LIENS: All goods or service must be free of all liens, and if the City requests, a formal release of all liens will be delivered to the City.

LOCAL PREFERENCE: Per the City of Yuma Ordinance No. 2010-04, the City Council has directed City Staff to grant up to a five-percent (5%) monetary preference to local dealers (local dealers means any dealer, person or firm within the city limits of the City of Yuma who has a valid City of Yuma business license) provided such preference is in the best interest of the City and further providing that such preference is stated in the bid offer. Such preference will not be granted where federal or state purchasing policies preclude such preference.

STANDARD TERMS AND CONDITIONS

NON-EXCLUSIVE CONTRACT: Any contract resulting from this Bid will be awarded with the understanding and agreement that it is for the sole convenience of the City of Yuma. The City reserves the rights to obtain like goods or services from another source when necessary. Only the City of Yuma Purchasing and Contracts Manager may approve off-contract purchase authorization. Approval will be at the discretion of the City of Yuma Purchasing and Contracts Manager and will be conclusive. However, approval will be granted only after a proper review and when deemed to be appropriate. Off-contract procurement will be consistent with the City Policies and Procedures.

NOTICE: All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), may be in writing and may be sent registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- A. If intended for the City, to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436
- B. If intended for the Vendor, to: The Vendor at the Vendor's address and the attention of the person named as provided in the offer of this contract.

OBJECTIONS: Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Division 72 hours prior to bid opening.

ORDERING INSTRUCTIONS: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order or document signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and Vendor documents must reference the resultant contract number.

PACKING AND SHIPPING: Vendor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Commerce Commission regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

PATENTS: The successful Vendor must agree to defend, at his own risk, all suits alleging infringement on any United States Patents by reason of the use and/or resale of items purchased under this bid.

PAYMENTS: Invoices will normally be paid within 30 days after receipt of services or invoice; whichever is later. The City reserves the right to review all payments made to the Vendor by auditing at a later date. Subject to such audit, the Vendor must immediately reimburse any overpayments.

PERMITS: The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incidental to performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided that all the permits are issued prior to the commencement of the work. Permits requested and issued after commencement of the work, will be paid for by the Vendor, and at double the standard fee rate, for which the City will assume no responsibility.

PERIOD OF TIME: Periods of time, stated as number of days, will be calendar days.

PREMATURE BID OPENING: No responsibility will be attached to a City employee for premature opening of a bid.

PREPARATION: The City will not reimburse the cost of developing, presenting or providing any response to this bid. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications will seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications will receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

PRICE: The prices quoted on this bid will be based on the goods and/or services referred to herein, being delivered F.O.B. destination, freight, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods and/or services must accompany each delivery. A representative's signature will not bind the City to accept the goods, material, articles or equipment covered.

PRODUCT DISCONTINUANCE: The City of Yuma may award contracts for particular products and/or styles as a result of this bid. In the event that the manufacturer discontinues a product or style, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor must request permission to substitute a new product or style and provide the following:

- A. A formal announcement from the manufacturer that the product or style has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or style.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original bid.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or style.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued style.

PROTECTION OF CITY PROPERTY: The Vendor will use reasonable care to avoid damaging City property. If the Vendor causes damages, the Vendor must replace or repair the damage at no expense to the city as directed by the Purchasing and Contracts Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor will be liable for the cost thereof, which may be deducted from the contract price.

STANDARD TERMS AND CONDITIONS

PROVISIONS BY LAW: Each and every provision of law and any clause required by law to be in this contract 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 contract will forthwith be physically amended to make sure insertion or correction.

PUBLIC RECORD: All offers submitted in response to this bid will become the property of the City and will become a matter of public record available for review, in accordance with the City's Charter.

QUANTITIES: The quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

REJECTIONS: The City and/or City Council may reject any part of or all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

RIGHTS AND REMEDIES: No provisions of this bid or in the Vendor's bid response will be construed, expressly or by implication, as a waiver by the City or any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, will not release the Vendor from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

SAMPLES AND/OR DEMONSTRATIONS: Samples and/or demonstrations may be requested if item is other than specified. When required, such samples and/or demonstrations are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples and/or demonstrations should be requested unless otherwise authorized, the City must receive such samples and/or demonstrations within a specific period of time as stated in the formal request. When required, the City may request samples and/or demonstrations of any item bid prior to the award of any contract.

Bid samples must be an exact and true representative sample of the actual material offered. Each bid sample must be properly tagged or labeled with the name of the Vendor and manufacturer, the bid opening date, and the bid number. Bid samples must be provided at no additional cost to the City. Samples not used for test will be returned to the Vendor, at the Vendor's expense.

Furthermore, the City reserves the right to secure additional samples from the actual material supplied. In the event the samples fail to conform to the contract requirements, the Vendor will immediately replace the portion of the delivered commodity with acceptable materials conforming to the contract requirements at no cost to the City.

SITE CONDITIONS: Vendor must make all investigations necessary to thoroughly inform themselves regarding site conditions for delivery of goods or services as required in this bid. Failure of the Vendor to thoroughly investigate site conditions will not be:

- A. Accepted as a basis for failure to fulfill the requirements
- B. A basis for variance of compensation

SUBSEQUENT EMPLOYMENT: The City may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation will be effective when the parties to this contract receive written notice from the Purchasing & Contracts Manager, unless the notice specifies at a later date.

SUBMITTAL: It is the Vendor's sole responsibility to ensure the delivery and receipt of bid submittal to the City of Yuma, Purchasing Division, prior to bid opening time. Bids and modifications or withdrawals received after the time set for the bid opening will not be considered. Bids must be submitted on the forms furnished.

TAX: Taxes may be added to invoices and must be current Arizona State Tax and the Vendor's local tax. If the Vendor is an out-of-state Vendor, the City of Yuma will remit the Arizona Use tax directly to the State of Arizona.

TAX/DUTY CHANGES: The Vendor will be responsible for advising the City of any tax/duty change. If such a change occurs in tax or duty imposed for such goods or services before delivery, the appropriate increase or decrease will be made to compensate for such changes as of the effective date.

WARRANTIES: The awarded Vendor must fully warrant all products furnished hereunder against defect in materials and/or workmanship for a period of one year from date of delivery and complete acceptance by the City, unless indicated otherwise in bid specifications. Should any defect in materials or workmanship except ordinary wear and tear appear during the above stated warranty period, the awarded Vendor will repair or replace same at no cost to the City, immediately upon verbal or written notice from the City. A copy of the warranty must be provided at time of delivery. Failure to provide warranty at time of delivery will be considered as an incomplete delivery.

WITHDRAWAL: A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, must be submitted in writing and must be supported by a written determination made by the Purchasing Agent.

WRITTEN AUTHORIZATION: No verbal arrangement or agreement, relating to the goods, or service specified or called for under this bid will be considered binding, and every notice, advice or other communication must be in writing and signed by a duly authorized person.

ADDITIONAL REQUIREMENTS

- 1.1 Prices quoted must remain firm-fixed for the first **TWELVE** months.
- 1.2 Vendor must indicate any minimum order requirements for each item listed in this invitation for bid. Preference may be given to a vendor that DOES NOT require minimum quantities on order. As stated on page 10, quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.
- 1.3 If any products vary from the specification, or if substitution or alternative are offered, such variations must be listed in writing on the conformance sheet and attach detailed item specification. The City reserves the right to waive minor deviations if the equipment is suitable for the intended purpose.
- 1.4 All material must be compatible to work together with current material.
- 1.5 Delivery hours are from 8:00 am – 3:00 pm Arizona Time, Monday through Friday, excluding holidays and weekends, unless other arrangements have been made between the awarded vendor and the City of Yuma.
- 1.6 As stated on page 5, this contract may be further expanded to include any other Slurry Seal Services normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.
- 1.7 As stated on page 9, freight must always be F.O.B. Destination. No freight charges will be allowed for any item purchased under this agreement including special orders and emergency shipments.
- 1.8 Termination of Contract - The City of Yuma reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty calendar days written notice. In such case, the Contractor shall be paid for services rendered through the date of the termination notice, and the results of all such work (includes all documents and files) through that date shall become the property of the City of Yuma.
- 1.9 **Bid Bond** - All proposals must be accompanied by a certified check, cashier's check, or surety bond (**Attachment C**) payable to the City of Yuma - for at least ten percent of the total bid price as a guarantee that the Contractor will enter into a contract to perform the contract in accordance with the Formal Bid, within 10 days after the Notice of Award letter. A company authorized to transact surety business in the state of Arizona must issue the surety bond.

If the successful Contractor fails or refuses to execute the required Contract, Performance Bond, and Payment Bond within the time specified in the paragraph entitled "Award of Contract," the City will retain the bid guarantee proceeds as liquidated damages for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable proposal.

Bid guarantees will be returned to the unsuccessful Contractors immediately after the execution of a contract with the successful Contractor, and to the successful Contractor immediately after the contract is properly signed.

- 1.10 **Performance Bond and Payment Bond** - When the contract is signed, the successful Contractor will furnish surety bonds payable to the City of Yuma, from a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:
- a. A performance bond (**Attachment D**) in an amount equal to one hundred percent of the contract value as surety for the faithful performance of the contract by the Contractor.
 - b. A payment bond (**Attachment E**) in an amount equal to one hundred percent of the contract value for the payment of just claims for materials, labor, and subcontractors employed by the contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law

FORMAL BID #2016-20000024
SLURRY SEAL SERVICES

SPECIFICATIONS

The slurry seal shall be a mixture of asphalt emulsion, mineral aggregate, mineral fillers and water properly proportioned, mixed and spread on the pavement surface in accordance with the International Slurry Surfacing Association (ISSA) recommended performance guidelines for emulsified asphalt slurry seal, A105 (revised) February 2010. Substitute the Buyer's Authorized Representative (B.A.R.) with the Street Superintendent when referring to the guidelines listed above. Please note that the following items shall be in accordance with Attachment A & B.

1. Emulsified asphalt to be CQS-1h. (Attachment A)
 2. Aggregate grading to be Type II, as listed in Attachment A and B.
- A. It will be the Contractor's responsibility prior to slurry sealing, to tab all street pavement markings with reflective polyurethane plastic markers on centerlines and lane striping. The pavement marking tabs are to be maintained by the contractor until final acceptance by the City. Prior to slurry sealing the Contractor must cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry.
- B. The Contractor must provide all traffic control and traffic control devices for the project. The Contractor will use the latest version of Manual of Uniform Traffic Control Devices for all traffic control set up. All traffic control devices must be properly maintained for cleanliness, visibility, corrects positioning, and should have adequate retro reflectivity. All traffic control devices that are damaged, deteriorated, or have lost significant legibility, must be promptly replaced. Trained and knowledgeable traffic control personnel will be utilized to insure a proper set-up of material and maintenance of traffic control devices and to assist in the safe movement of vehicles through the traffic control zone. Any damage to the uncured slurry seal will be the responsibility of the Contractor.
- C. The Contractor must provide a written notice to all residents, apartment managers, and businesses along the streets to be slurry sealed, 24 to 48 hours in advanced. The notices must indicate; what is to happen, when it will happen, parking availability, and access measures and indicate the CITY will pick up trash collection earlier than normal.
1. It will be the Contractor's responsibility to provide adequate sanitary facilities in the location of the project for use by the Contractor's employees.
 2. The traffic must be protected by signing and barricading as described in the 2009 edition of the Manual of Uniform Traffic Control Devices and may be supplemented by the City Traffic Engineer if conditions warrant.
 3. It will be the Contractor's responsibility to keep the City Police Department, Fire Department, School Transportation Department and U.S. Post Office informed of all restrictions to traffic flow due to the slurry seal operations.
 4. A preconstruction conference will be required in order to review the awarded Contractor's work and traffic control plan. A tentative construction schedule will be worked out prior to and finalized at the preconstruction conference meeting. The Contractor will not start the project until the schedule is approved by City Staff. It is

FORMAL BID #2016-20000024
SLURRY SEAL SERVICES

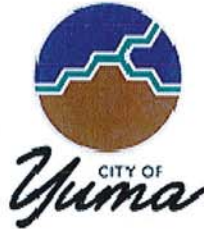
at that time the Contractor will designate an employee other than the project superintendent, who is qualified and experienced in construction traffic control. This employee must be available to monitor and maintain safe barricading throughout the project. A traffic control plan must be submitted upon request from the City Traffic Engineer.

5. At reasonable intervals during the progress of the work, clean up and disposal of waste materials and debris on the project site will be required. Waste materials and debris must be disposed of at a legally established facility, or as directed by the Street Superintendent. The Contractor will be responsible for, and pay all costs for periodic and final cleanup of the site during construction.
6. It will be the Contractor's responsibility to keep all crosswalks, stop bars, directional arrows, manhole covers and rings; water valve covers rings and survey markers free from coverage by the slurry seal coating process. This work will be incidental and all-inclusive in the price per square yard.
7. The Contractor's on site superintendent will have a cellular telephone that is operational in the Yuma area. The Contractor must submit the available cellular telephone number or an alternative form of communication determined suitable by the Street Superintendent at the preconstruction conference. The form of communication will be considered incidental and be at no cost to the City.
8. Prior to the preconstruction meeting, the Contractor will be responsible for locating areas for storage of equipment and materials. The Contractor will be responsible for all spills, dust control measures, left over materials, and site clean-up of all areas selected for storage. In case of a spill, the Contractor shall follow the leak and spill containment recommendation on the specific products Material Safety Data Sheet. The City may assist the Contractor in locating storage areas when deemed necessary by the Street Superintendent.

D. Responsibilities of the City of Yuma

1. The City will be responsible for sweeping all streets prior to slurry seal application.
2. The City will provide a complete street listing identifying to and from cross streets.
3. The City will confirm daily totals of materials used and amount of square yards applied with the contractor.
4. The City will review and have final approval of the street schedule.

**CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID**



BID NUMBER: 2016-20000024

BID TITLE: Slurry Seal Services

BID DUE DATE AND TIME:

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

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

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

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

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

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

**VENDORS ARE STRONGLY ENCOURAGED TO
CAREFULLY READ THE ENTIRE BID.**

**CITY OF YUMA
Slurry Seal Services
Bid #2010000419**

2/3/2016

**American Pavement Preservation, LLC
Las Vegas, NV**

**Vendor Contact:
ericr@americanpave.com**

Eric Reimschiessel @ (702) 249-5811 or

Delivery: 45 Days ARO

Payment: Net 30 Days

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

016012



City of YUMA

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

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

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

Purchase Order
No. 2016-40000388

11/22/15

Vendor 112143 AMERICAN PAVEMENT PRESERVATION
LLC

Deliver by 10/20/16

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

Bid # 2016-20000024 1 of 5
Freight Terms
Buyer MARY E ROMAN
Contract #
Purchasing (928) 373-5114

Quantity	U/M	Description	Unit Cost	Total Cost
250000.0000	DL	Reseal	\$1.0000	\$250,000.00
Item Description TYPE 2 AND TYPE 3 SLURRY SEAL				
Detail Description To be ordered as needed:				
		1. Emulsified Asphalt CQS -1H -	\$1.017	
		2. Type II Slurry Seal with CQS-1H TR -	\$1.153	
		(TR - Tire Rubber Modified)		
G/L Account		Project	Amount	Percent
101-40-31-STPM.6501 (Maintenance of Facilities)				100.00%

Total \$250,000.00

Authorized Signature 

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

**SLURRY SEAL SERVICES
BID FORM**

COPY

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

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

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

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

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

Delivery is guaranteed within: 15 days, after Receipt of Order (ARO)?

Date **September 15, 2015**

To: City of Yuma, Yuma, Arizona

From: Vendor (Business Name)

Owner's Name

American Pavment Preservation

APP Holdings

Physical Business Address (No PO Box)

4725 East Cartier Avenue

Mark if City or Town

City Town

County

Clark County Nevada

City

Las Vegas

State & ZIP

Nevada 89115

Telephone Number

Cellular Telephone Number

702-507-5444

702-249-5811

Fax

702-644-0128

E-mail Address

ericr@americanpave.com

SLURRY SEAL SERVICES BID FORM

ITEM NO.	DESCRIPTION	EST QTY	UOM	UNIT COST	TOTAL COST
1.	Emulsified Asphalt to be CQS-1H	200,000	Sq Yds	\$1.017	\$203,400.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified)	200,000	Sq Yds	\$1.153	\$230,600.00
PROMPT PAYMENT DISCOUNT: As stated in the "Standard Terms & Conditions", "Discounts" the price(s) quoted herein can be discounted by:		0	%, if payment is made within	30	<u>days.</u>
NOTE: Unless Prompt Payment Discount is specified above, A NET/30 will be considered in determining the bid award.					
Federal Taxpayer ID # 88-0453460					
This number will be in the format of XX-XXXXXXX or XXX-XX-XXXX, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.					
Name of your City Las Vegas Nevada					
Your City's Sales Tax % 8.10%					
City of Yuma Business License # CNTR 006718 01 2015					
Is your Business located in the City Limits of Yuma?			YES <input type="checkbox"/>		
			NO <input checked="" type="checkbox"/>		
By signing this document, Vendor agrees that the offered products complies with all specifications and additional requirements as stated in this bid. If there are any specifications or requirements, which you cannot comply with, please name and describe the nonconformance in the area provided below.					
I hereby state the products I am offering complies with all specifications and requirements as stated in this bid, and any nonconformance issued have been recorded below:					
Item No.	Found on Page #				
If additional space is needed, please attach another sheet.					

SLURRY SEAL SERVICES BID FORM

Arizona Revised Statutes Compliance - Verification of Employment Eligibility

Verification of Employment Eligibility: Pursuant to A.R.S. § 41-4401, "After September 30, 2008, a government entity shall not award a contract to any Company or subcontractor that fails to comply with" the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify the employment eligibility of all its employees as set forth in that statute and its related definitions.

The City of Yuma will not enter into a contract with any Company or its providers or subcontractors that is/are not in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that the City of Yuma is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.

By signing below, Company, as named below, represents and warrants that this company is in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and Company shall remain in compliance during the term of any (Contract)(Agreement) that it is awarded by the City of Yuma.

Company further represents and warrants that all providers or subcontractors providing goods or services under this (Contract)(Agreement) are in compliance with all federal, state, and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance during the term of any (Contract)(Agreement) that Company has with the City of Yuma.

Company shall defend, indemnify and hold the City of Yuma harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorneys fees) caused by or arising from, directly or indirectly, in whole or in part, any false or inaccurate representation set forth above, breach of any warranties set forth above, and/or any other failure to comply with A.R.S. § 23-214 or any other requirements of this Verification of Employment Eligibility form.

Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the City that the Company and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and AIR'S. § 23-214(A) (hereinafter "Company Immigration Warranty").

A breach of the Company Immigration Warranty shall constitute a material breach of this Contract and shall subject the Company to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration warranty. Company agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Company and any of subcontractors to ensure compliance with Company's Immigration Warranty. Company agrees to assist the City in regard to any random verification performed.

Neither the Company nor any Subcontractor shall be deemed to have materially breached the Company Immigration Warranty if the Company or Subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provision of this Article must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Company or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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



Vendor (Business Name)

AMERICAN PAVEMENT PRESERVATION LLC

Contact Name & Title

Eric M. Reimschiessel

Date **September 15, 2015**

**CITY OF YUMA
 BID #2016-20000024
 SLURRY SEAL SERVICES**

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

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

**Recommended Performance
Guideline
For
Emulsified Asphalt Slurry Seal
A105
(Revised February 2010)**



NOTICE

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

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RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

1. SCOPE

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

2. DESCRIPTION

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

3. SPECIFICATIONS

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

4. MATERIALS

4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

4.2 AGGREGATE

4.2.1 GENERAL

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

4.2.2 QUALITY TESTS

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

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MgSO ₄
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine ¹	T 96	C 131	35% Maximum

¹The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

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

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

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

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

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

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

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

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

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

4.3 MINERAL FILLER

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

4.4 WATER

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

4.5 ADDITIVES

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

5. LABORATORY EVALUATION

5.1 GENERAL

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

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

5.2 MIX DESIGN

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

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

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

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

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

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

The component materials shall be designed within the following limits:

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

5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

- a. After the residual asphalt content is determined, a variation $\pm 1\%$ by weight of dry aggregate will be permitted.
- b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than $\pm 0.2"$ (± 0.5 cm) from the job mix formula after field adjustments.
- c. The rate of application shall not vary more than ± 2 lb/yd² (± 1.1 kg/m²) when the surface texture does not vary significantly.

6. EQUIPMENT

6.1 GENERAL

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

6.2 MIXING EQUIPMENT

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

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

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

6.3 PROPORTIONING DEVICES

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

6.4 SPREADING EQUIPMENT

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

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

6.5 AUXILIARY EQUIPMENT

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

7. CALIBRATION

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

8. WEATHER LIMITATIONS

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

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

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

9.2 TRAFFIC CONTROL

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

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

10. SURFACE PREPARATION

10.1 GENERAL

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

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd² (0.23-0.68 l/m²). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

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

11. APPLICATION

11.1 GENERAL

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

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

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

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

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

11.2 RATE OF APPLICATION

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

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

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

11.3 JOINTS

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

11.4 MIXTURE

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

11.5 HANDWORK

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

11.6 LINES

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

11.7 ROLLING

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

11.8 CLEAN UP

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

12. QUALITY CONTROL

12.1 INSPECTION

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

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

12.2 MATERIALS

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

12.3 SLURRY SEAL

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

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

12.4 NON-COMPLIANCE

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

13. PAYMENT

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

APPENDIX A

AGENCIES

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

TEST METHODS

EMULSIFIED ASPHALT

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

AGGREGATE AND MINERAL FILLER

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

APPENDIX A
TEST METHODS (CONTINUED)

SLURRY SEAL SYSTEM

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

NOTES:

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

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

ISSA A105
Revised February 2010



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SECTION 715

SLURRY SEAL MATERIALS

715.1 GENERAL:

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

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

715.2 AGGREGATE:

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

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

TABLE 715-1			
SLURRY SEAL AGGREGATE			
SIEVE SIZE	Type I % PASSING	Type II % PASSING	Type III % PASSING
3/8	100	100	100
No. 4	100	85/100	70/90
No. 8	90/100	65/90	45/70
No. 16	65/90	45/70	28/50
No. 30	40/60	30/50	19/34
No. 50	25/42	18/30	12/25
No. 100	15/30	10/21	7/18
No. 200	10/20	5/15	5/15
Emulsified Asphalt content as a % of Dry Wt. Of Aggregate (approx.) ASTM D3910 (W.T.A.T. TEST)	18	16	14
Residual Asphalt Range requirements % of Dry Wt. of Aggregate ASTM D3910 (W.T.A.T. TEST)	10-16	7.5-13	6.5-12
Pounds of Aggregate per Square Yard (approx.)	8-10	12-18	18-25

715.3 BITUMINOUS MATERIAL:

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

SECTION 715

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

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

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

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

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

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

715.4 WATER:

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

715.5 DETERMINATION OF JOB MIX FORMULA:

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

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

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

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

715.6 TEST CERTIFICATES & REPORTS:

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

SECTION 715

715.7 CONVERSION OF QUANTITIES:

Volumetric conversions shall be accomplished in accordance with Section 713.

- *End of Section* -





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Yuma, AZ 85364
(928) 373-5114
(928) 373-5115
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

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

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

CLARIFICATION:

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

Answer #1 *This is the contractors responsibility.*

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

Answer #2 *This does not include centerlines or striping.*

ATTACHMENT:

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

Thank you
Mary E. Roman, Buyer

Company Name: _____

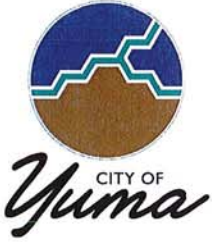
Contact Person: _____

Signature _____

Phone Number: () _____

Fax Number: () _____

E-mail Address: _____



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

ADDENDUM

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

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

CLARIFICATION:

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

Answer #1 Yes.

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

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

Thank you
Mary E. Roman, Buyer

Company Name: _____

Contact Person: _____

Signature _____

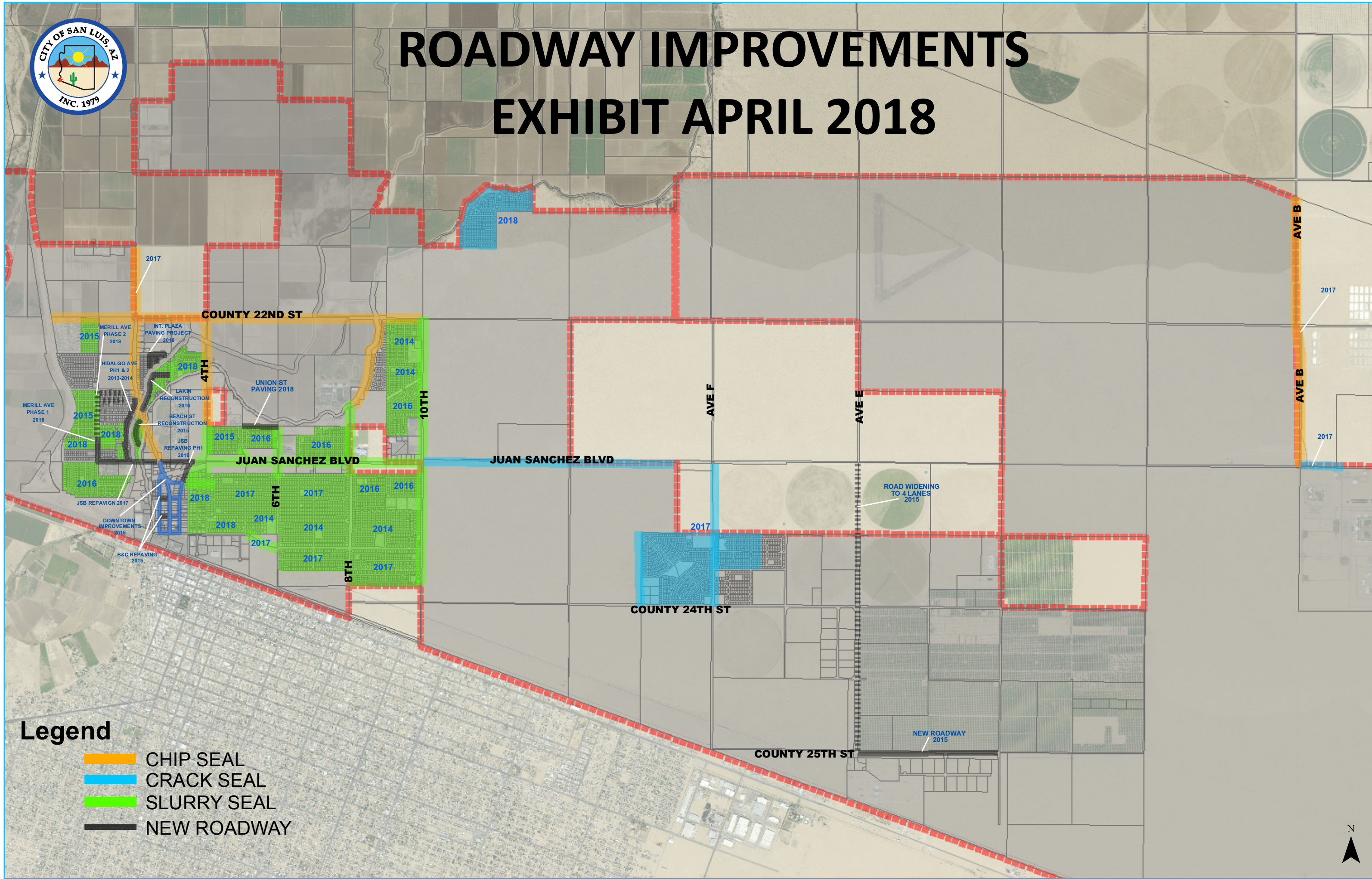
Phone Number: () _____

Fax Number: () _____

E-mail Address: _____



ROADWAY IMPROVEMENTS EXHIBIT APRIL 2018



Legend

-  CHIP SEAL
-  CRACK SEAL
-  SLURRY SEAL
-  NEW ROADWAY





Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 878

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS,
ARIZONA APPROVING AN INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT WITH THE CITY OF YUMA FOR PROFESSIONAL SERVICES .

Whereas, the City of San Luis desires to enter into an intergovernmental cooperative purchasing agreement with the City of Yuma; and

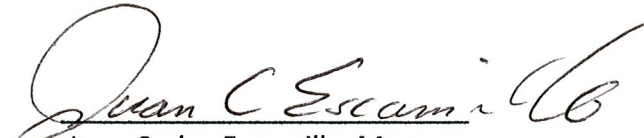
Whereas, the parties to the Intergovernmental Purchasing Agreement desire to enter said agreement;

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


Section 1: That the Cooperative Purchasing Agreement as attached hereto as Exhibit "A", is hereby authorized and approved.

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

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis,
Arizona, this 12th day of May, 2010.

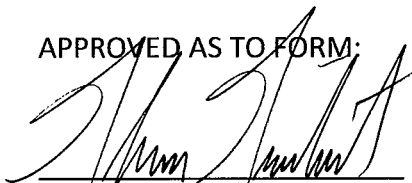

Juan Carlos Escamilla, Mayor

ATTEST:

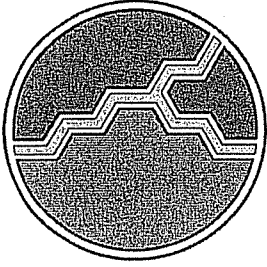


Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



City of YUMA

July 16, 2010

Sharon E. Williams
Development Services Director
City of San Luis
Box 3750
1090 E. Union Street
San Luis, AZ 85349

RE: COOPERATIVE PURCHASE AGREEMENT WITH CITY OF YUMA

Dear Ms. Williams:

Enclosed is your copy of the signed Cooperative Agreement between the City of Yuma and City of San Luis.

If you should have questions or I can be of help in utilization of this agreement, please call the number above.

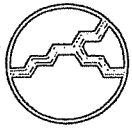
Sincerely,

Bill Pfannenstiel, CPPB
Purchasing and Contracts Manager

/bp

encl: Approved Cooperative Purchase Agreement

Purchasing Division
One City Plaza
P. O. Box 13012
Yuma, AZ 85366-3012
(928) 373-5108 PHONE
(928) 373-5109 FAX
(928) 373-5149 TTY
www.YumaAz.gov



City of YUMA

Exhibit "A"

CITY OF YUMA COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into between the City of San Luis ("Contracting Agency") and the City of Yuma, Yuma, Arizona ("COY"), each being Eligible Public Procurement Units within A.R.S. § 41-2631 *et. Seq.*, for the purpose of allowing cooperative and reciprocal utilization of each Eligible Procurement Unit's requirements contracts with vendors for the procurement of supplies, services or construction.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The party soliciting the requirements contract will determine the specifications, terms and conditions for products, materials and services.
2. The procurement will be conducted in accordance with the procuring party's Procurement Code and applicable local and state statutes, resulting in a "requirements contract" which may be utilized by other eligible procurement units.
3. The party soliciting the requirements contract may invite other eligible procurement units to participate in certain specific bids.
4. An eligible procurement unit utilizing another eligible procurement unit's requirements contract shall:
 - A. Insure that purchase orders issued against the requirements contract are in accordance with the terms and prices established in the original procurement.
 - B. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the original procurement. Payment for materials or services and inspection and acceptance of materials or services ordered by an eligible procurement unit shall be the exclusive obligation of such ordering unit.
 - C. Not use a requirements contract of another eligible procurement unit as a means for obtaining additional concessions or reduced prices for similar material or services by advertising or marketing the requirements contract to third parties.
 - D. Be solely responsible for the ordering of materials or services under this Agreement. The eligible procurement unit securing the original procurement shall not be liable in any fashion for any violation by another eligible procurement unit ordering under this Agreement.
 - E. Have the exclusive obligation of exercising any right or remedies for its orders under the requirements contract.
5. Either party may terminate this Agreement without notice if the other party fails to comply with the terms of a requirements contract of the party issuing the original solicitation.
6. Except as provided in Paragraph 5, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
7. This Agreement shall be effective upon execution by the parties and continue until terminated in accordance with its terms and supersedes any and all previous cooperative purchasing agreements between the parties.

CITY OF YUMA/CITY OF SAN LUIS
COOPERATIVE PURCHASE AGREEMENT
Page 2 of 2

Dated this 8th day of July, 2010.

CITY OF YUMA

City of San Luis
ELIGIBLE PROCUREMENT UNIT

BY: 
SIGNATURE

BY:  5.18.10
SIGNATURE

Gregory K. Wilkinson
PRINTED NAME

Ralph Velez
PRINTED NAME

CITY ADMINISTRATOR
TITLE

City Administrator
TITLE



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.C.

Meeting Date: 04/24/2019

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of an engineering design proposal for the Cesar Chavez Boulevard and 10th Avenue intersection and traffic signal by Nicklaus Engineering, Inc. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff has been coordinating with (Nicklaus Engineering, Inc. (NEI) to design intersection improvements for the Cesar Chavez Blvd. and 10th Avenue intersection. As part of the scope, NEI will be doing traffic counts for all four legs of the intersection and additionally some nearby driveways to the intersection that impact the functionality of the intersection.

The project is budgeted in this fiscal year, but the proposal is higher than anticipated. There are sufficient funds in the HURF account to cover the overage.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROPOSAL FROM NICKLAUS ENGINEERING, INC. IN THE AMOUNT OF \$68,014.00 AND DIRECT STAFF TO TAKE ALL ACTIONS TO FINALIZE A CONTRACT.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	\$68,014.00
BUDGETED AMOUNT:	\$50,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	GL Act # 200-210-90010.806 - Capital Outlay - Improvement Roads Impact Fees/\$168,454.00

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

GL Act # 200-210-90010.806 - Capital Outlay - Improvement Roads Impact Fees
Remaining Balance is \$168,154.00

Attachments



NICKLAUS ENGINEERING, INC.

8(a) ~ DBE ~ WOSB ~ SBE

- Civil ● Survey ● Architecture
- Environmental ● Geotechnical

March 26, 2019

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

Attention: Eulogio Vera, PE, Director of Public Works

Reference: **Juan Sanchez Boulevard and 10th Avenue Traffic Study and Intersection Design.
San Luis, Arizona**

Dear Mr. Vera,

Attached please find our itemized cost proposal for Professional Engineering Services related to the traffic study and intersection design at Juan Sanchez Boulevard and 10th Avenue. The Traffic Study will include collection of traffic data and intersection analysis of the intersections of Juan Sanchez Boulevard/10th Avenue, Juan Sanchez/9th Avenue, Juan Sanchez/Shopping Center Access A, Juan Sanchez/Shopping Center Access B, 10th Avenue/Shopping Center Access C and 10th Avenue and Shopping Center Access D. All analyses will be conducted using Synchro software and HCM 6th edition guidance. Intersection design activities will be conducted on the intersection of Juan Sanchez Boulevard/10th Avenue and will utilize relevant City of San Luis and Arizona Department of Transportation standards and specifications.

Please let me know if you have any questions. We are truly looking forward to working with the City of San Luis on this new project.

Sincerely,
NICKLAUS ENGINEERING, INC.

Eric Gardner, PE, PTOE, MBA
Project Manager



DATE OF SCOPE/MOD: 3/13/2019
DATE OF PROPOSAL: 3/26/2019

Contract No.: San Luis

PROJECT:	Juan Sanchez and 10th Avenue Traffic Study and Intersection Design	Work Element 1	Work Element 2	Work Element 3	Work Element 4	Work Element 5	Work Element 6	Work Element 7	Totals								
LOCATION:	San Luis	Traffic Study	Survey	Intersection Design 30%	Intersection Design 60%	Intersection Design 95%	Intersection Design 100% with Specifications	Bid Assistance									
PART I - Direct Services																	
LABOR CATEGORY	RATE	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Project Manager	150	4	\$600	2	\$300	0	\$0	0	\$0	0	\$0	2	\$300	2	\$300	10	\$1,500
Project Engineer	125	82	\$10,250	4	\$500	20	\$2,500	6	\$750	6	\$750	16	\$2,000	10	\$1,250	144	\$18,000
Senior Designer	110	0	\$0	16	\$1,760	93	\$10,230	33	\$3,630	17	\$1,870	38	\$4,180	16	\$1,760	213	\$23,430
Staff Engineer	95	44	\$4,180	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$4,180
CAD Technician	75	0	\$0	0	\$0	69	\$5,175	40	\$3,000	20	\$1,500	7	\$525	0	\$0	136	\$10,200
Field Technician	75	16	\$1,200	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,200
Administrative	55	4	\$220	0	\$0	4	\$220	4	\$220	4	\$220	4	\$220	4	\$220	24	\$1,320
Survey Crew	160	0	\$0	40	\$6,400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$6,400
Sub Total Direct Labor		150	\$16,450	62	\$8,960	186	\$18,125	83	\$7,600	47	\$4,340	67	\$7,225	32	\$3,530	627	\$66,230
Profit 0.00%			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Total Direct Labor & Profit			\$16,450		\$8,960		\$18,125		\$7,600		\$4,340		\$7,225		\$3,530		\$66,230
Other Direct Costs																	
Equipment and Materials	Various		\$150		\$750		\$0		\$0		\$0		\$0		\$0		\$900
Reproduction	Staples		\$0		\$0		\$59		\$80		\$80		\$266		\$0		\$485
Sub Total ODCs and Sub Contractors			\$210		\$850		\$59		\$80		\$80		\$266		\$0		\$1,545
G&A	5.00%		\$11		\$43		\$3		\$4		\$4		\$13		\$0		\$77
Profit	10.00%		\$22		\$89		\$6		\$8		\$8		\$28		\$0		\$162
Total ODCs and Sub Contractors			\$243		\$982		\$68		\$92		\$92		\$307		\$0		\$1,784
Travel			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Grand Total			\$16,693		\$9,942		\$18,193		\$7,692		\$4,432		\$7,532		\$3,530		\$68,014



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.D.

Meeting Date: 04/24/2019

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of an Engineering Design Proposal for the Cesar Chavez Boulevard and 6th Avenue traffic signal and intersection improvements by CORE Engineering Group, PLLC. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff has been coordinating with CORE Engineering to design intersection improvements for the Cesar Chavez Boulevard and 6th Avenue intersection. Project is budgeted in this fiscal year but the proposal is higher than anticipated. There are sufficient funds in the HURF account to cover the overage.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE CORE ENGINEERING'S DESIGN PROPOSAL FOR CESAR CHAVEZ BOULEVARD AND 6TH AVENUE INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$42,104.00 AND DIRECT STAFF TO TAKE ALL ACTION NEEDED TO FINALIZE A CONTRACT.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	\$42,104.00
BUDGETED AMOUNT:	\$40,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	GL Act # 200-210-90010.806 - Capital Outlay - Improvement Roads Impact Fees/\$168,454.00

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

GL Act # 200-210-90010.806 - Capital Outlay - Improvement Roads Impact Fees/\$168,454.00
Account has sufficient funds to cover overage amount from what was budgeted.

Attachments

CORE Proposal



Core Engineering Group, PLLC

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

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

www.CoreEngineeringGroup.com

April 11, 2019

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

Re: Juan Sanchez Boulevard and 6^h Street Traffic Signal
San Luis, AZ
Civil Engineering Scope and Fee Proposal

Dear Mr. Vera:

Per your request, we respectfully submit to you our scope of services and fee proposal to perform traffic signal design and roadway widening services for the intersection of Juan Sanchez Boulevard and 6h Street, San Luis, Arizona. The following is our scope as we understand it through our discussions.

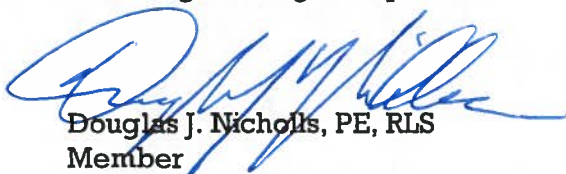
The scope of work shall include plans specifications and estimate for the traffic signal design and roadway widening. The design will utilize the direction per your March 26th email. Core will provide topographic and control survey information. The signals shall be designed to ADOT Standards, however no ADOT review is included. They will be located at the full buildout locations as best as can be determined. The roadway widening will include the addition on the SB right turn lane from 6th Street to Juan Sanchez Boulevard and a drop line on WB Juan Sanchez Boulevard west of the intersection. Bike lanes along 6th Street from Union Street to Kennedy Lane will be accommodated on the restriping of the existing pavement. No potholing will be included in this scope of work. The total proposed fixed (lump sum) fee is attached.

Ultimate Roadway layout, site design, structural design, geotechnical report, landscape layout, lot tie/split, zoning and construction staking are not part of the scope of work. This fee proposal does not include any submittal fees, recording fees, and other direct expenses related to the project unless listed. The City of San Luis will provide the interface with any permitting needed from the Bureau of Reclamation or Arizona State Land Department.

The terms and conditions on the last sheet of this proposal are a part of this agreement. The signature below constitutes Core's intention to provide services as stated in this agreement. Please sign and return one copy to our office. If Core is requested to proceed with this project and a signed contract has not been received, the above fees will be billed monthly during the project and the client hereby acknowledged that this is a legal and binding contract. Please let me know if you have any questions or require any clarifications.

Sincerely,
Core Engineering Group, PLLC

Accepted by:
City of San Luis


Douglas J. Nicholls, PE, RLS
Member

Eulogio Vera, PE
Public Works Director

Date _____

TERMS AND CONDITIONS

Core Engineering Group, PLLC, hereafter referred to as Core, shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site: Unless otherwise stated, Core will have access to the site for activities necessary for the performance of the services. Core will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: The total fee, unless stated as a fixed fee, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be as follows:

Project Engineer: \$105.00/hr	Clerical: \$ 55.00/hr	CAD: \$80.00/hr
Survey Crew: \$165.00/hr	Surveyor in Office: \$105.00/hr	

Billings/Payments: Invoices for the services of Core shall be submitted, at Core's option, either upon the completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Core may, without waving any claim or right against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Core. In the event any portion or all of an account remains unpaid 90 days after the billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The client shall indemnify and hold harmless Core and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except Core), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the client and Core, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Core's total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, Core's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services: This agreement may be terminated by the client or Core should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all services rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced or reviewed and sealed by Core under this agreement shall remain the property of Core and may not be used by the client for any other endeavor without the written consent of Core.

Responsibility for Design: It is agreed that it is neither practical nor customary for Core to include all construction details in plans and specifications, creating a need for interpretation in the field by Core or an individual who is under the direct supervision of Core. It is also understood that construction review permits Core to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if you direct Core to not provide construction review, Core will not be responsible for any of Core's acts, errors or omissions, except for those consequences which, it reasonably could be concluded, Core's review services would not have prevented or mitigated.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Arizona

CORE ENGINEERING GROUP, PLLC

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

TRAFFIC SIGNAL FOR JUAN SANCHEZ BOULEVARD AND 6TH STREET
DERIVATION OF COST PROPOSAL
(Round figures to the nearest \$1.00)

ESTIMATED DIRECT LABOR

Classification	Estimated Hours	Proposed Hourly Rate	Proposed Labor Cost
Project Manager	20	\$130.00	\$2,600
Senior Engineer	50	\$120.00	\$6,000
Project Engineer	147	\$105.00	\$15,435
Technician	172	\$80.00	\$13,760
Survey Crew	16	\$165.00	\$2,640
Clerical	24	\$55.00	\$1,320
		Total Proposed Labor Cost:	\$41,755

ESTIMATED DIRECT EXPENSES

Reproduction	\$118
Communications	\$0
Survey Supplies	\$0
Transportation	\$231

Total Estimated Direct Expenses: \$349

ESTIMATED OUTSIDE SERVICES

Firm	Method Of Comp.	Cost
-NONE-		

Total Estimated Outside Services: \$0

Subtotal: \$42,104

TOTAL ESTIMATED COST: \$42,104



Signature

4/11/19

Date

Hour Estimate for									
TRAFFIC SIGNAL FOR JUAN SANCHEZ BOULEVARD AND 6TH STREET									
CORE HOUR SUMMARY									
Work/Scope Item		Project Manager	Sen Engr	Engr	Tech	Survey Crew	Admin	Totals	Sheets
DESIGN		0	6	61	144	16	0	227	14
SPECIFICATIONS		0	9	34	0	0	0	43	0
SUBMITTALS		0	4	20	16	0	0	40	28
MANAGEMENT		20	31	32	12	0	24	119	0
TOTAL HOURS		20	50	147	172	16	24	429	42
DESIGN									
Cover Sheet		0	0	1	2	0	0	3	1
General Notes		0	0	2	4	0	0	6	1
Existing Conditions Plan		0	0	4	24	16	0	44	2
Roadway Details		0	0	4	8	0	0	12	2
Roadway Plan		0	2	12	36	0	0	50	3
Traffic Signal Layout		0	2	12	20	0	0	34	1
Conduit and Conductor Plan and Schedule		0	2	12	16	0	0	30	1
Signal Details		0	0	4	12	0	0	16	1
Pavement Signing and Striping Plan		0	0	8	16	0	0	24	1
Pavement Signing and Striping Detail		0	0	2	6	0	0	8	1
TOTALS		0	6	61	144	16	0	227	14
SPECIFICATIONS									
Bid Schedule		0	1	10	0	0	0	11	
Proposal Packet		0	4	12	0	0	0	16	
Specifications		0	4	12	0	0	0	16	
TOTALS		0	9	34	0	0	0	43	0
SUBMITTALS									
60% Submittal		0	0	1	4	0	0	5	
60% Comment Resolution		0	1	4	2	0	0	7	
60% Comment Matrix and Responses		0	1	4	0	0	0	5	
100% Final Submittal		0	0	1	4	0	0	5	14
100% Comment Resolution		0	1	4	2	0	0	7	
100% Comment Matrix and Responses		0	1	4	0	0	0	5	
Prepare Bid Package		0	0	2	4	0	0	6	14
TOTALS		0	4	20	16	0	0	40	28
MANAGEMENT									
Potholes (NIC)		0	0	0	0	0	0	0	
Progress Meetings (2)		0	4	4	2	0	0	10	
Progress Meetings Minutes		0	1	4	0	0	0	5	
Utilities Coordination		0	2	12	2	0	0	16	
Quality Control		0	20	0	0	0	0	20	
Cost Estimate		0	4	12	8	0	0	24	
Project Management		20	0	0	0	0	24	44	
TOTALS		20	31	32	12	0	24	119	0

CORE ENGINEERING GROUP, PLLC

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

TRAFFIC SIGNAL FOR JUAN SANCHEZ BOULEVARD AND 6TH STREET
 BASIS FOR ESTIMATED DIRECT EXPENSES

REPRODUCTION

	No. of Sets	No. of Sheets	Each	Total
Photo Copies (8 1/2 x 11)	10	90	\$0.05	\$45
Photo Copies (11x17)	10	42	\$0.15	\$63
Delivery	2	1	\$5.00	\$10
Federal Express	0	1	\$35.00	\$0
Recorded Document Copies	0	0	\$4.00	\$0

Subtotal \$118

COMMUNICATIONS

Telephone Charges	Months	Cost Per Month
	0	\$ -

Subtotal \$0

SURVEY SUPPLIES

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

Subtotal \$0

TRANSPORTATION

Mileage (Company Vehicle)
 \$0.550

	No. of Trips	Miles per Trip	Total Miles	Total Cost per Trip
Progress Meetings (Phx)	0	450	0	\$0.00
Progress Meetings (San Luis)	2	70	140	\$77.00
Misc. Meetings / Deliveries (San)	0	70	0	\$0.00
Site Visits	0	70	0	\$0.00
City Reviews	2	70	140	\$77.00
Utility Coordination Meetings	0	0	0	\$0.00
Allowance for Survey	2	70	140	\$77.00
Subtotal			420	\$231.00

Per Diem

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

Subtotal \$231

Total Estimated Direct Expenses: \$349



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.E.

Meeting Date: 04/24/2019

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing and discussion only regarding Annexation No. A-2019-01 a proposed annexation of territory contiguous to the municipal boundaries of the City of San Luis to include the area of southern Yuma County as shown on the map for annexation recorded at No. 2019-07705 Annexation of the Yuma County Recorder's Office on March 28, 2019. **(Jose A. Guzman, Director of Planning & Zoning and Kay Marion Macuil, City Attorney)**

- A. Motion to open public hearing.
 - 1. Presentation by staff.
 - 2. Call to the public to take all written and oral public comments on this item.
- B. Motion to close public hearing.

SUMMARY:

To start the annexation process, the City of San Luis recorded a blank petition for annexation of territory, Annexation No. A-2019-01 on March 28, 2019. A copy of a blank petition together with the legal description and a map is attached to this item.

The city noticed this public hearing by

- (1) advertising in the Yuma Sun,
- (2) mailing to all taxpayers of property taxes within the proposed annexation territory, and
- (3) posting at three (3) places within the proposed territory.

By law, the city must hold a public hearing within thirty (30) days of the recording of the blank petition; this is that hearing. No action needs to be taken after the hearing, and therefore none is proposed.

If the Council desires to take some action, the Mayor and Council can direct staff to place it for consideration on a future agenda. If the city were to withdraw the proposed annexation, A.R.S. 9-471(A) requires a forty-five (45) day waiting period before the city can file another proposed annexation for the same territory.

Signatures cannot be gathered until April 28, 2019. The City has one (1) year (until March 27, 2020) to gather sufficient signatures. The Petition must have more than half of the number of property taxpayers and more than half of the assessed valuation within the proposed territory. Once this is done an ordinance of annexation can be adopted.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

1. Presentation by Staff

2. Call to the public to take all written and/or oral public comments on this item.

B. I MOVE TO CLOSE PUBLIC HEARING.

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

Recorded Documents
Map
ARS 9-471

When Recorded Mail To:

CITY OF SAN LUIS
PO BOX 1170
SAN LUIS AZ 85349

DOCUMENT TITLE

ANNEXATION

DO NOT REMOVE
This is part of the official document

AFFIDAVIT IN COMPLIANCE WITH ARS §9-471.A.6
FOR RECORDING WITH BLANK ANNEXATION PETITION
FOR THE CITY OF SAN LUIS, STATE OF ARIZONA

STATE OF ARIZONA)

)ss.

COUNTY OF YUMA)

COMES NOW Kay Marion Macuil, City Attorney for the City of San Luis, Arizona, being first duly sworn, and upon her oath deposes and says:

1. This affidavit is based upon best of affiant's personal knowledge and belief.
2. This affidavit is made pursuant to the provisions of ARS §9-471.A.6.
3. The making of this affidavit and its recording, together with the recording of the attached blank form of Petition for Annexation, has been duly and properly authorized.
4. The affiant has reviewed the annexation description and map as attached to the blank form of Petition for Annexation attached hereto, and by this reference incorporated herein as though fully set forth again in full, and as an authorized agent of the City of San Luis, Arizona, has made a diligent search of the records of the Yuma County Recorder, and hereby verifies, to the best of affiant's knowledge, information, and belief that no part of the territory described in the aforesaid attached Petition for Annexation is already subject to an earlier filing for annexation.
5. Affiant hereby requests that the Office of the Recorder of Yuma County, State of Arizona accept for recording the attached Petition for Annexation, together with the attached legal description and map, to be recorded in the Book of Maps pursuant to the provisions of ARS §9-471.

Dated this 28 day of March, 2019

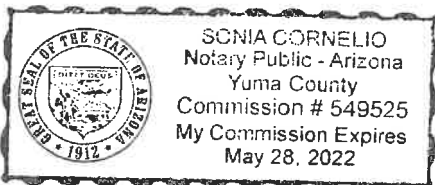
Kay Marion Macuil
Kay Marion Macuil

Subscribed and sworn to before me this 28th day of March, 2019 by Kay Macuil, City Attorney for the City of San Luis, Arizona.

Sonia Cornelio
Notary Public

My commission expires:

5/28/2022



ANNEXATION PETITION NO. A-2019-01

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS,
STATE OF ARIZONA:

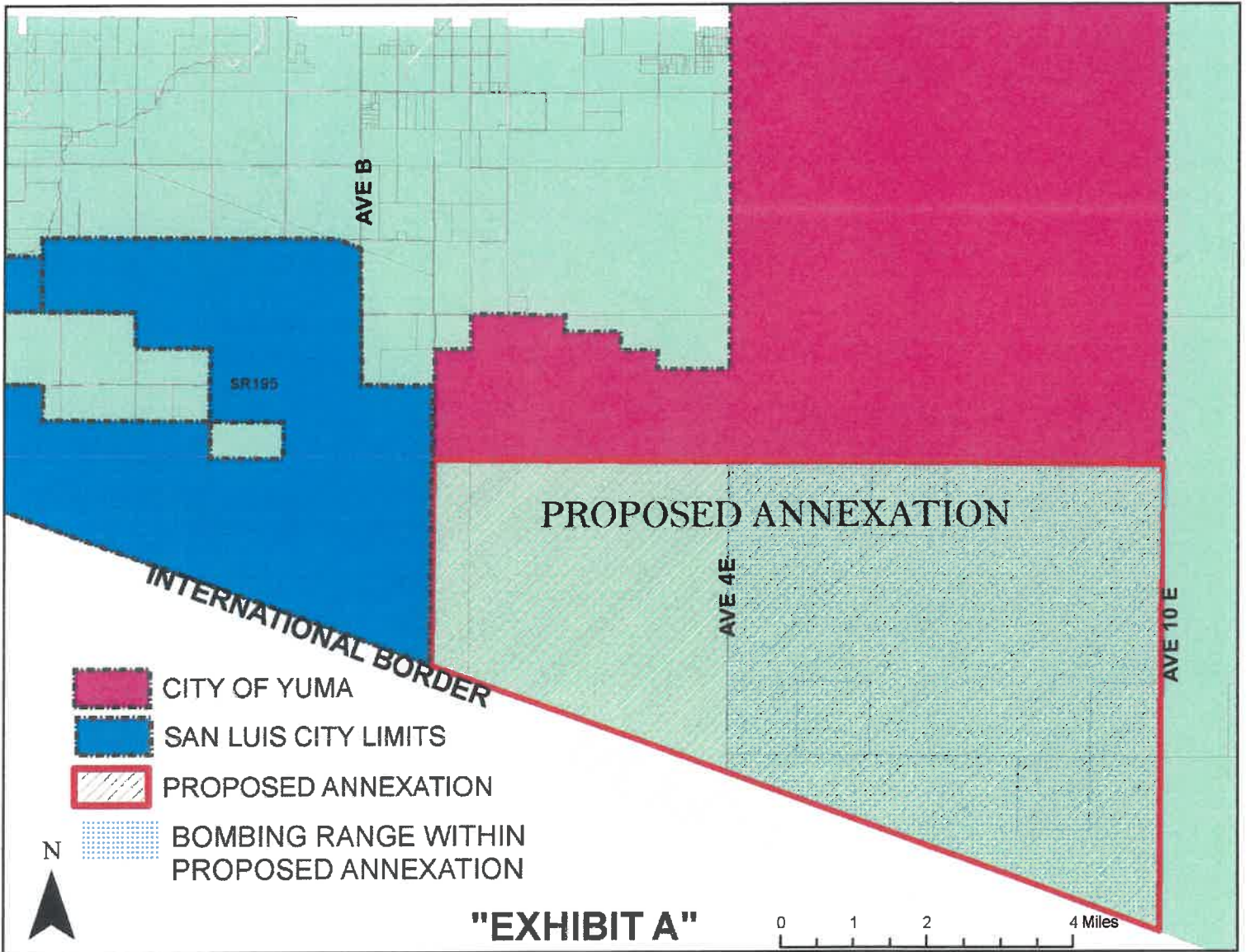
We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of San Luis in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of San Luis, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit A, and made a part hereof, request the City of San Luis, State of Arizona, to annex the following described territory, provided that the requirements of ARS §9-471, and any amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of San Luis, Arizona, and located in Yuma County, Arizona is as follows:

SEE MAP AND LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS
REFERENCE INCORPORATED HEREIN AS THOUGH FULLY SET FORTH AGAIN IN
FULL

THE DESCRIBED TERRITORY CONTAINS APPROXIMATELY 28,926.55 ACRES, MORE OR LESS. THE CITY OF SAN LUIS SHALL BE RESPONSIBLE, UPON COMPLETED ANNEXATION, FOR THE MAINTENANCE OF ALL PUBLIC ROADWAYS AND RIGHTS OF WAY WITHIN ANY TERRITORY THAT IS ANNEXED, EXCEPT FOR STATE HIGHWAYS, WHICH SHALL REMAIN THE RESPONSIBILITY OF THE STATE OF ARIZONA. ALL PUBLIC ROADWAYS AND RIGHTS OF WAY THAT ARE CONTIGUOUS TO, BUT NOT WITHIN, ANY TERRITORY ANNEXED AS A RESULT OF THIS PETITION SHALL REMAIN THE RESPONSIBILITY OF THE LEGAL ENTITY THAT IS PRESENTLY MAINTAINING SAID ROADWAY OR RIGHTS OF WAY, WHETHER IT IS PRESENTLY THE CITY OF YUMA, YUMA COUNTY, OR THE STATE OF ARIZONA.

In addition to the above description, any and all county rights-of-way and roadways with no taxable value that are within the exterior boundaries of the proposed annexation are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.



LEGAL DESCRIPTION OF PROPOSED ANNEXED TERRITORY

1. Portion of Township 11 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All of Sections 13, 14, 15, 16, 21, 22, 23, 24, 25, 26 and 27;
 - B. All parts of Sections 28, 33, 34, 35, and 36 lying north of the USA-Mexico international boundary.

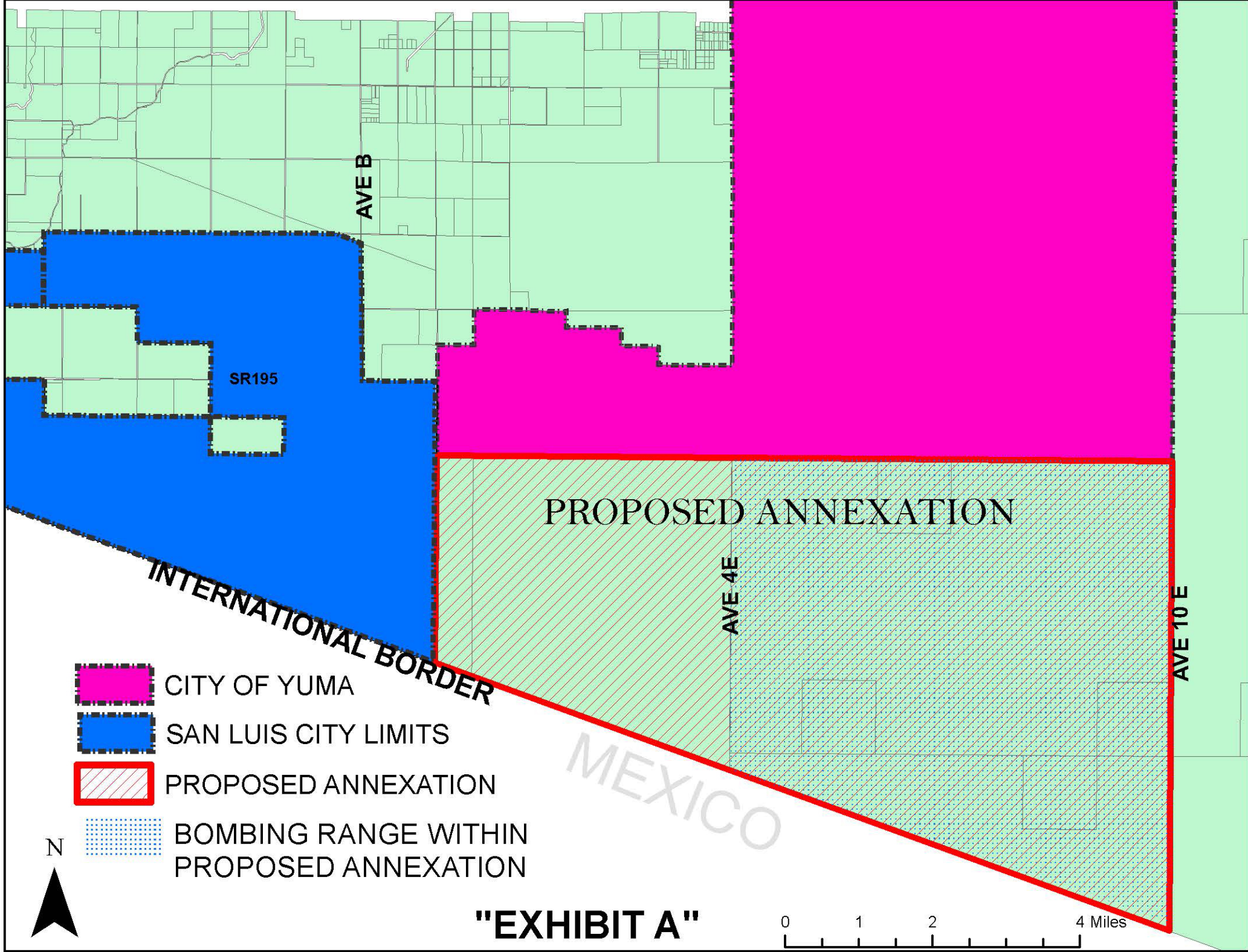
2. Portion of Township 11 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All of Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36.

3. Portion of Township 12 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All parts of Section 1 lying north of the USA-Mexico international boundary.

4. Portion of Township 12 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:
 - A. All of Sections 1, 2, 3 and 12;
 - B. All parts of Sections 4, 5, 6, 9, 10, 11, 12, and 13 lying north of the USA-Mexico international boundary.

THE ABOVE DESCRIBED PARCELS CONTAIN APPROXIMATELY 28,926.55 ACRES, MORE OR LESS.

THE CITY OF SAN LUIS SHALL BE RESPONSIBLE, UPON COMPLETED ANNEXATION, FOR THE MAINTENANCE OF ALL PUBLIC ROADWAYS AND RIGHTS OF WAY WITHIN ANY TERRITORY THAT IS ANNEXED, EXCEPT FOR STATE HIGHWAYS, WHICH SHALL REMAIN THE RESPONSIBILITY OF THE STATE OF ARIZONA. ALL PUBLIC ROADWAYS AND RIGHTS OF WAY THAT ARE CONTIGUOUS TO, BUT NOT WITHIN, ANY TERRITORY ANNEXED AS A RESULT OF THIS PETITION SHALL REMAIN THE RESPONSIBILITY OF THE LEGAL ENTITY THAT IS PRESENTLY MAINTAINING SAID ROADWAY OR RIGHTS OF WAY, WHETHER IT IS PRESENTLY THE CITY OF YUMA, YUMA COUNTY, OR THE STATE OF ARIZONA.



CITY OF YUMA

SAN LUIS CITY LIMITS


PROPOSED ANNEXATION

BOMBING RANGE WITHIN
PROPOSED ANNEXATION

PROPOSED ANNEXATION

"EXHIBIT A"

0 1 2 4 Miles

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[Arizona Revised Statutes Annotated](#)

[Title 9. Cities and Towns](#)

[Chapter 4. General Powers](#)

[Article 7. Extension of Corporate Limits; Platting Adjacent Subdivisions \(Refs & Annos\)](#)

A.R.S. § 9-471

§ 9-471. Annexation of territory; procedures; notice; petitions; access to information; restrictions

Effective: August 9, 2017

[Currentness](#)

A. The following procedures are required to extend and increase the corporate limits of a city or town by annexation:

1. A city or town shall file in the office of the county recorder of the county in which the annexation is proposed a blank petition required by paragraph 4 of this subsection setting forth a description and an accurate map of all the exterior boundaries of the territory contiguous to the city or town proposed to be annexed, except that a city or town shall not file an annexation petition that includes any territory for which an unsuccessful annexation was attempted by the same city or town until at least forty-five days after completion of the unsuccessful attempt. A property owner may waive the forty-five day waiting period for the owner's property that was part of the original unsuccessful annexation. Notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The accurate map shall include all county rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation. If state land, other than state land utilized as state rights-of-way or land held by the state by tax deed, is included in the territory, written approval of the state land commissioner and the selection board established by [§ 37-202](#) shall also be filed. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation. For the purposes of this paragraph, "unsuccessful annexation" means an annexation attempt that was withdrawn or that was not completed pursuant to this section.

2. Signatures on petitions filed for annexation shall not be obtained for a waiting period of thirty days after filing the blank petition.

3. After filing the blank petition pursuant to paragraph 1 of this subsection, the governing body of the city or town shall hold a public hearing within the last ten days of the thirty-day waiting period to discuss the annexation proposal. The public hearing shall be held in accordance with title 38, chapter 3, article 3.1,¹ except that, notwithstanding [§ 38-431.02, subsections C and D](#), the following notices of the public hearing to discuss the annexation proposal shall be given at least six days before the hearing:

(a) Publication at least once in a newspaper of general circulation, which is published or circulated in the city or town and the territory proposed to be annexed, at least fifteen days before the end of the waiting period.

(b) Posting in at least three conspicuous public places in the territory proposed to be annexed.

(c) Notice by first class mail sent to the chairman of the board of supervisors of the county in which the territory proposed to be annexed is located.

(d) Notice by first class mail with an accurate map of the territory proposed to be annexed sent to each owner of the real and personal property as shown on the statement furnished pursuant to subsection G of this section that would be subject to taxation by the city or town in the event of annexation in the territory proposed to be annexed. For the purposes of this subdivision, "real and personal property" includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.

4. Within one year after the last day of the thirty-day waiting period a petition in writing signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the city or town in the event of annexation, as shown by the last assessment of the property, may be circulated and filed in the office of the county recorder. For the purposes of this paragraph, "real and personal property" includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.

5. Alterations increasing or reducing the territory sought to be annexed shall not be made after a petition has been signed by a property owner.

6. The petitioner shall determine and submit a sworn affidavit verifying that no part of the territory for which the filing is made is already subject to an earlier filing for annexation. The county recorder shall not accept a filing for annexation without the sworn affidavit.

B. All information contained in the filings, the notices, the petition, the tax and property rolls and other matters regarding a proposed or final annexation shall be made available by the appropriate official for public inspection during regular office hours.

C. Any city or town, the attorney general, the county attorney or any other interested party may on verified petition move to question the validity of the annexation for failure to comply with this section. The petition shall set forth the manner in which it is alleged the annexation procedure was not in compliance with this section and shall be filed within thirty days after adoption of the ordinance annexing the territory by the governing body of the city or town and not otherwise. The burden of proof shall be on the petitioner to prove the material allegations of the verified petition. An action shall not be brought to question the validity of an annexation ordinance unless brought within the time and for the reasons provided in this subsection. All hearings provided by this section and all appeals therefrom shall be preferred and heard and determined in preference to all other civil matters, except election actions. In the event more than one petition questioning the validity of an

annexation ordinance is filed, all such petitions shall be consolidated for hearing. If two or more cities or towns show the court that they have demonstrated an active interest in annexing any or all of the area proposed for annexation, the court shall consider any oral or written agreements or understandings between or among the cities and towns in making its determination pursuant to this subsection.

D. The annexation shall become final after the expiration of thirty days after the adoption of the ordinance annexing the territory by the city or town governing body, provided the annexation ordinance has been finally adopted in accordance with procedures established by statute, charter provisions or local ordinances, whichever is applicable, subject to the review of the court to determine the validity of the annexation ordinance if petitions in objection have been filed. After adoption of the annexation ordinance, the clerk of the city or town shall provide a copy of the adopted annexation ordinance to the clerk of the board of supervisors of each county that has jurisdiction over the annexed area within sixty days after the annexation becomes final.

E. For the purpose of determining the sufficiency of the percentage of the value of property under this section, the values of property shall be determined as follows:

1. In the case of property assessed by the county assessor, values shall be the same as shown by the last assessment of the property.
2. In the case of property valued by the department of revenue, values shall be appraised by the department in the manner provided by law for municipal assessment purposes.

F. For the purpose of determining the sufficiency of the percentage of persons owning property under this section, the number of persons owning property shall be determined as follows:

1. In the case of property assessed by the county assessor, the number of persons owning property shall be as shown on the last assessment of the property.
2. In the case of property valued by the department of revenue, the number of persons owning property shall be as shown on the last valuation of the property.
3. If an undivided parcel of property is owned by multiple owners, those owners shall be deemed as one owner for the purposes of this section.
4. If a person owns multiple parcels of property, that owner shall be deemed as one owner for the purposes of this section.

G. The county assessor and the department of revenue, respectively, shall furnish to the city or town proposing an annexation, within thirty days after a request, a statement in writing showing the owner, the address of each owner and the appraisal and assessment of all such property.

H. Territory is not contiguous for the purposes of subsection A, paragraph 1 of this section unless:

1. It adjoins the exterior boundary of the annexing city or town for at least three hundred feet.
2. It is, at all points, at least two hundred feet in width, excluding rights-of-way and roadways.
3. The distance from the existing boundary of the annexing city or town where it adjoins the annexed territory to the furthest point of the annexed territory from that boundary is no more than twice the maximum width of the annexed territory.

I. A city or town shall not annex territory if as a result of that annexation unincorporated territory is completely surrounded by the annexing city or town.

J. Notwithstanding any provisions of this article to the contrary, any town incorporated before 1950 that had a population of less than two thousand persons by the 1970 census and that is bordered on at least three sides by Indian lands may annex by ordinance territory owned by the state within the same county for a new townsite that is not contiguous to the existing boundaries of the town.

K. Subsections H and I of this section do not apply to territory that is surrounded by the same city or town or that is bordered by the same city or town on at least three sides.

L. A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.

M. The annexation of territory within six miles of territory included in a pending incorporation petition filed with the county recorder pursuant to § 9-101.01, subsection D shall not cause an urbanized area to exist pursuant to § 9-101.01 that did not exist before the annexation.

N. As an alternative to the procedures established in this section, a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and city or town if the property transferred is adjacent to the receiving city or town and if the city or town and county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies. A transfer of property made pursuant to this subsection

shall be treated by the receiving city or town as if the transferred property was newly annexed territory.

O. On or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years after the date when the annexation becomes final pursuant to subsection D of this section.

P. If a property owner prevails in any action to challenge the annexation of the property owner's property, the court shall allow the property owner reasonable attorney fees and costs relating to the action from the annexing municipality.

Q. A city or town may annex territory that is a county owned park or a park operated on public lands by a county as part of a management agreement if otherwise agreed to by the board of supervisors. If the board of supervisors does not agree to the annexation, the county owned park or park operated on public lands by a county as part of a management agreement shall be excluded from the annexation area, notwithstanding subsections H and I of this section. A county owned park or park operated on public lands by a county as part of a management agreement that is excluded from the annexation area pursuant to this subsection may subsequently be annexed with the permission of the board of supervisors notwithstanding any other provision of this section. For the purposes of this subsection, "public lands":

1. Has the same meaning prescribed in [§ 37-901](#).

2. Does not include lands owned by a flood control district.

R. Notwithstanding subsection H of this section, territory is considered contiguous for the purposes of subsection A, paragraph 1 of this section if all of the real property in the territory is owned by one person, the city or town and the owner of the real property agree to the annexation and the territory adjoins the exterior boundary of the annexing city or town for at least three hundred feet.

Credits

Amended by Laws 1967, Ch. 93, § 1; Laws 1972, Ch. 38, § 2; Laws 1980, Ch. 226, § 1; Laws 1983, Ch. 168, § 1; Laws 1984, Ch. 383, § 3; Laws 1986, Ch. 45, § 2, eff. April 10, 1986; Laws 1989, Ch. 37, § 1; Laws 1996, Ch. 27, § 1; Laws 1997, Ch. 204, § 1; Laws 1999, Ch. 320, § 1; Laws 2000, 4th S.S., Ch. 1, § 7; Laws 2000, Ch. 179, § 1; Laws 2002, Ch. 144, § 1; Laws 2003, Ch. 145, § 1; Laws 2006, Ch. 63, § 1, eff. April 10, 2006; Laws 2008, Ch. 95, § 1; Laws 2010, Ch. 245, § 1; Laws 2011, Ch. 348, § 2; Laws 2013, Ch. 127, § 1; Laws 2014, Ch. 134, § 1; Laws 2016, Ch. 93, § 1; Laws 2017, Ch. 86, § 1.

Footnotes

¹

Section 38-431 et seq.

A. R. S. § 9-471, AZ ST § 9-471

Current through legislation effective April 1, 2019 of the First Regular Session of the Fifty-Fourth Legislature (2019).

End of Document

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Notes Of Decisions (161)

Validity

Deannexation provision in this section, which is limited in application to 12 small cities and towns in one county, could be attacked as violative of equal protection and as unconstitutional special legislation; provision discriminates against small municipalities and discriminates in favor of larger municipalities. [Republic Inv. Fund I v. Town of Surprise \(1990\) 166 Ariz. 143, 800 P.2d 1251](#) . [Constitutional Law 3483](#) ; [Municipal Corporations 30](#) ; [Statutes 1641](#)

Deannexation provision in this section violated constitutional prohibition against special or local law when general law can be made applicable; remaining comprehensive annexation provisions were severable; deannexation provision was response to abuse of municipalities' power to annex strips; it applied to only 12 cities within county, immunized larger cities in county and similarly situated cities in other counties, and was limited to particular census for only 13 months; and general law would have provided remedy to individuals in all areas annexed by large or small cities within state. [Republic Inv. Fund I v. Town of Surprise \(1990\) 166 Ariz. 143, 800 P.2d 1251](#) . [Municipal Corporations 29\(1\)](#) ; [Statutes 1678](#)

Deannexation law [Laws 1986, Ch. 45, § 4, amended by Laws 1986, Ch. 414, § 1], effective on August 23, 1986 and only applicable for a thirteen-month period, violated constitutional prohibition against special or local laws, where deannexation law had limited geographic application and created window of time after which no other city or town could come within its purview; however, deannexation provision was severable from remaining sections, which remained in full force. [Petitioners for Deannexation v. City of Goodyear \(App. Div.1 1989\) 160 Ariz. 467, 773 P.2d 1026](#) , review granted, approved [166 Ariz. 143, 800 P.2d 1251](#) .

Requirement in this section that owners of not less than one-half value of real and personal property located in proposed annexation area sign annexation petition did not impermissibly delegate legislative power to property owners and did not violate due process, in that petitioners were "mere supplicants" and legal power to annex territory remained solely with governing body of city or town. [Roberts v. City of Mesa \(App. Div.2 1988\) 158 Ariz. 42, 760 P.2d 1091](#) . [Constitutional Law 2442](#) ; [Constitutional Law 4056](#) ; [Municipal Corporations 29\(1\)](#)

Petitioning process for municipal annexation of property under this section is not analogous to voting so as to infringe on a fundamental right, and thus, proper test in determining whether such statute denies equal protection is rational basis test, since annexation statute provides for neither annexation election nor veto by property owners over such an election and since actual annexation is by governing body of annexing city or town. [Goodyear Farms v. City of Avondale \(1986\) 148 Ariz. 216, 714 P.2d 386](#) .

Classification drawn by legislature in this section is rational and furthers legitimate state interests in orderly and prosperous growth of Arizona cities and towns, and thus, annexation statute does not violate equal protection. [Goodyear Farms v. City of Avondale \(1986\) 148 Ariz. 216, 714 P.2d 386](#) .

Even assuming that fact that plaintiff city would receive a proportionately smaller share of state sales tax revenue distributable to cities on basis of population by reason of annexation by defendant city resulted in plaintiff city having a "personal stake" in the outcome of controversy concerning the annexation, plaintiff city lacked standing to raise issue that annexation statute, § 9-471, was unconstitutional in that it abridged constitutional right to petition, since plaintiff city's interest in a few more tax dollars was not within the zone of interest protected by right to petition under [U.S.C.A. Const.Amend. 1](#) . [City of Douglas v. City of Sierra Vista \(App. Div.2 1973\) 21 Ariz.App. 71, 515 P.2d 896](#) . [Constitutional Law 795](#)

Construction and application

Absolute and literal compliance with provisions of this section describing conditions of annexation is unnecessary; substantial compliance only is required. [Town of Scottsdale v. State ex rel. Pickrell \(1965\) 98 Ariz. 382, 405 P.2d 871](#) ; [State ex rel. Helm v. Town of Benson, Cochise County \(1964\) 95 Ariz. 107, 387 P.2d 807](#) .

Municipality cannot avoid statutory requirements governing annexation by enacting annexation measures as emergency measures. [Israel v. Town of Cave Creek \(App. Div.1 1999\) 196 Ariz. 150, 993 P.2d 1114](#) . [Municipal Corporations](#) 🗝️ 33(2)

Municipal annexation power, like other municipal powers, is entirely derivative of legislative grant. [Israel v. Town of Cave Creek \(App. Div.1 1999\) 196 Ariz. 150, 993 P.2d 1114](#) . [Municipal Corporations](#) 🗝️ 64

To annex parcel of land, city was required to strictly, rather than substantially, comply with statutory requirement that parcel be contiguous to city. [Town of Miami v. City of Globe \(App. Div.2 1998\) 195 Ariz. 176, 985 P.2d 1035](#) , review denied. [Municipal Corporations](#) 🗝️ 29(4)

Municipal acts which fix arbitrary and unreasonable boundaries or which deprive landowners of their property rights are unconstitutional, but annexation which bisected plaintiffs' land, did not fix an arbitrary and unreasonable boundary, despite claim that boundary deprived plaintiffs of industrial zoning and subjected them to residential zoning, higher property taxes, and city's building, housing, and other codes against their wishes. [Taylor v. City of Chandler \(App. Div.1 1972\) 17 Ariz.App. 346, 498 P.2d 158](#) .

The power of Legislature over methods and procedure of annexation is plenary. [Town of Scottsdale v. State ex rel. Pickrell \(1965\) 98 Ariz. 382, 405 P.2d 871](#) . [Municipal Corporations](#) 🗝️ 27

The reason for requirement of substantial compliance with this section is that annexation could affect title to property, taxes, bond issues, sewer, road and paving assessments, power and sewer lines, etc., and, since those are some of major factors that affect property owners, annexation procedure should be as conclusive and definitive as the law will permit. [Town of Scottsdale v. State ex rel. Pickrell \(1965\) 98 Ariz. 382, 405 P.2d 871](#) . [Municipal Corporations](#) 🗝️ 29(1)

Annexation of area was not rendered invalid because city at that time had no authority to provide residents with water. [Swift v. City of Phoenix \(1961\) 90 Ariz. 331, 367 P.2d 791](#) . [Municipal Corporations](#) 🗝️ 29(3)

When board of supervisors of county denied petitions to hold incorporation elections with respect to areas adjacent to but not part of city of Tucson, board made a "final determination" of proceedings before it, no appeal could be taken therefrom, and board had no further jurisdiction in the matter notwithstanding facts that petitioners might have applied to court for review by certiorari, and therefore city had jurisdiction to initiate annexation of area immediately after board denied petitions. [Burton v. City of Tucson \(1960\) 88 Ariz. 320, 356 P.2d 413](#) . [Municipal Corporations](#) 🗝️ 12(8); [Municipal Corporations](#) 🗝️ 33(1)

The extent of the right of municipalities to enlarge their boundaries is dependent entirely on the legislature, and its power in that respect is plenary in absence of constitutional limitations. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🗝️ 27

The question of including or excluding any given area in territory to be annexed to city is discretionary with governing body of city. [State ex rel. De Concini v. City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#) . [Municipal Corporations](#) 🗝️ 29(4)

Motives of governing body in annexing territory to city may not be inquired into by the courts. [State ex rel. De Concini v.](#)

[City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#) . [Municipal Corporations](#) 🔑 33(8)

Purpose

Statute requiring that the territory of a proposed annexation be contiguous to the annexing city or municipality was designed to prevent “gerrymandered” annexation plans that result in “islands” of unincorporated territory isolated from competing annexation by intervening thin strips of incorporated areas. [Cornman Tweedy 560, LLC v. City of Casa Grande \(App. Div.2 2006\) 213 Ariz. 1, 137 P.3d 309](#) , review denied. [Municipal Corporations](#) 🔑 29(4)

Standing

Town had standing to challenge neighboring city’s annexation of parcel of land, where parcel was located between city and town and terminated near town’s corporate limit, town provided sewer system service to property owners within area to be annexed, and city’s counsel acknowledged in letter to town’s counsel that annexation would directly and significantly impact town. [Town of Miami v. City of Globe \(App. Div.2 1998\) 195 Ariz. 176, 985 P.2d 1035](#) , review denied. [Municipal Corporations](#) 🔑 33(9)

Discretion

Decision to annex is discretionary with the governing body. [Kempton v. City of Safford \(App. Div.2 1984\) 140 Ariz. 539, 683 P.2d 338](#) . [Municipal Corporations](#) 🔑 29(2)

When a requisite petition for annexation of realty by city had been filed, Code 1939, § 16-701 (now this section), governing annexation by petition of property owners gave city commission discretion as to whether request therein should be granted, and petitioners were mere supplicants with no legal rights to require annexation. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 33(4); [Municipal Corporations](#) 🔑 33(5)

Territory to be annexed

Territory to be annexed - In general

Fact that land included a wastewater reclamation facility did not preclude land from being a “park,” as would require county’s consent for annexation by town; land was planned as natural resource habitat and offered birding, picknicking, and hiking, and municipalities were statutorily authorized to acquire real property for public park purposes and for the location thereon of water and sewage plants. [Town of Marana v. Pima County \(App. Div.1 2012\) 230 Ariz. 142, 281 P.3d 1010](#) , review denied. [Municipal Corporations](#) 29(2)

City’s annexation of property failed to comply with all applicable procedures, and, therefore, it was null and void, where territory to be annexed was required by statute to be contiguous to the annexing city, and city’s method to determine the parcel’s length/width ratio did not conform with the method required by statute. [Copper Hills Enterprises, Ltd. v. Arizona Dept. of Revenue \(App. Div.1 2007\) 214 Ariz. 386, 153 P.3d 407](#) , review denied. [Municipal Corporations](#) 29(4)

Property owners’ annexation petitions requesting city to annex “our property” and not entire proposed area were not invalid because property owners did not ask for annexation of entire proposed area as described in petition. [Swift v. City of Phoenix \(1961\) 90 Ariz. 331, 367 P.2d 791](#) . [Municipal Corporations](#) 33(5)

Contiguous territory to be annexed

Requirement that the territory of a proposed annexation be contiguous to the annexing city or municipality must be strictly complied with. [Cornman Tweedy 560, LLC v. City of Casa Grande \(App. Div.2 2006\) 213 Ariz. 1, 137 P.3d 309](#) , review

denied. [Municipal Corporations](#) 🔑 29(4)

Length of parcel to be annexed by city was properly measured, for purposes of determining whether parcel satisfied statutory requirement that it be contiguous to city, by drawing and measuring a line from a point on the common boundary directly to point on parcel's perimeter furthest from original point, despite city's contention that alternative method it used conformed to generally accepted land surveying and engineering principles; city's proposed method did not comply with method required by statute. [Town of Miami v. City of Globe \(App. Div.2 1998\) 195 Ariz. 176,985 P.2d 1035](#) , review denied. [Municipal Corporations](#) 🔑 29(4)

In enacting exemption from restrictions in subsections in this section on size of annexed territory and against creating islands of unincorporated territory completely surrounded by annexing city, for annexations involving preexisting islands of unincorporated territory, legislature intended to permit cities surrounding unincorporated islands to annex less than entire island. [Roberts v. City of Mesa \(App. Div.2 1988\) 158 Ariz. 42, 760 P.2d 1091](#) . [Municipal Corporations](#) 🔑 29(4)

Long, narrow strip of land which physically touched boundaries of city was contiguous to then limits of city as required by this section. [Taylor v. City of Chandler \(App. Div.1 1972\) 17 Ariz.App. 346, 498 P.2d 158](#) . [Municipal Corporations](#) 🔑 29(4)

Land sought to be annexed is "contiguous" within requirement of this section if it touches land to which it is to be annexed. [City of Safford v. Town of Thatcher \(App. Div.2 1972\) 17 Ariz.App. 25, 495 P.2d 150](#) . [Municipal Corporations](#) 🔑 29(4)

Strip of land which began at southern boundary of town and extended to encircle more than 2000 acres of land not to be annexed, finally joining eastern boundary of town was "contiguous" within requirement of this section. [City of Safford v. Town of Thatcher \(App. Div.2 1972\) 17 Ariz.App. 25, 495 P.2d 150](#) . [Municipal Corporations](#) 🔑 29(4)

A municipality may lawfully complete a series of annexations which individually meet the requirements of subsection of this section, but in combination with one another do not; each annexation must be treated separately in assessing its compliance with the subsection. Op.Atty.Gen. No. 187-160, [1987 WL 121384](#) .

Territory to be annexed - Contiguous territory to be annexed

Requirement that the territory of a proposed annexation be contiguous to the annexing city or municipality must be strictly complied with. [Cornman Tweedy 560, LLC v. City of Casa Grande \(App. Div.2 2006\) 213 Ariz. 1, 137 P.3d 309](#) , review denied. [Municipal Corporations](#) 🔑 29(4)

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Location, territory to be annexed

In enacting subsection of this section providing that city or town shall not annex territory if as result of such annexation unincorporated territory is completely surrounded by annexing city or town, legislature intended to prevent creation of “islands” of unincorporated territory which might forever remain unincorporated. [Roberts v. City of Mesa \(App. Div.2 1988\) 158 Ariz. 42, 760 P.2d 1091](#) . [Municipal Corporations](#) 🗝️ 29(4)

Annexation ordinance was not rendered invalid by annexing strip of land connecting several parcels of land located some distance from previous city limits. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Municipal Corporations](#) 🗝️ 33(2)

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Size or shape, territory to be annexed

Contiguity requirement for annexation plan does not require that the length of a territory must necessarily be the longer of the measurements and the width the shorter. [Cornman Tweedy 560, LLC v. City of Casa Grande \(App. Div.2 2006\) 213 Ariz. 1, 137 P.3d 309](#) , review denied. [Municipal Corporations](#) 🗝️ 29(4)

In enacting subsection this section requiring that annexed territory adjoin exterior boundary of annexing city or town for at least 300 feet, be at least 200 feet in width, and being no more than twice as long as it is wide, legislature intended to prevent gerrymandered annexation. [Roberts v. City of Mesa \(App. Div.2 1988\) 158 Ariz. 42, 760 P.2d 1091](#) . [Municipal Corporations](#) 🗝️ 29(4)

Strip annexation was not unfair, although municipality annexed the strips of land owned by those who opposed the annexation and annexed entire parcels of those who favored annexation. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Municipal Corporations](#) 🗝️ 29(4)

Size and shape of parcel to be annexed is immaterial to validity of annexation. [City of Safford v. Town of Thatcher \(App.](#)

[Div.2 1972\) 17 Ariz.App. 25, 495 P.2d 150 . Municipal Corporations](#) 🔑 29(4)

Courts will not read into annexation statutes limitations relating to unusual or irregular shapes or patterns of territories annexed. [City of Safford v. Town of Thatcher \(App. Div.2 1972\) 17 Ariz.App. 25, 495 P.2d 150 . Municipal Corporations](#) 🔑 29(4)

Where petition for annexation of territory to city designated portion of proposed territory as north line of certain road, and, prior to filing of petition, board of supervisors of county adopted resolution the effect of which was to declare the boundaries of road changed by adding seven feet on both sides, and, in ordinance of annexation, boundary was described in conformity with line established by resolution, resolution established north boundary of road, but annexation ordinance did not embrace more territory than set forth in petition. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537 . Municipal Corporations](#) 🔑 33(2)

Under Code 1939, § 16-701 (now this section), which governed annexation of contiguous property by city upon filing of petition of property owners and which provided city was to file and record copy of the annexation ordinance with an accurate map of territory to be annexed, city was not required to adopt the map of the territory annexed as described in the petitions or as described in the petitions and modified by commission. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717 . Municipal Corporations](#) 🔑 33(1)

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the petitions or as described in the petitions and modified by commission. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 33(1)

Territory to be annexed - Width

City's annexation of property failed to comply with all applicable procedures, and, therefore, it was null and void, where territory to be annexed was required by statute to be contiguous to the annexing city, and city's method to determine the parcel's length/width ratio did not conform with the method required by statute. [Copper Hills Enterprises, Ltd. v. Arizona Dept. of Revenue \(App. Div.1 2007\) 214 Ariz. 386, 153 P.3d 407](#) , review denied. [Municipal Corporations](#) 🔑 29(4)

In regard to the restriction on annexation of territory, the term "width of the annexed territory" as used in subsection of this section refers to the greatest width, not the average width, smallest width, or something else. [Op. Atty. Gen. No. 187-160, 1987 WL 121384](#) .

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Description, territory to be annexed

Subsection of this section requiring expiration of 30 days from first reading of ordinance to finalize annexation by city or town did not permit city to make ordinance annexing property in "strip" fashion immediately final by passage as emergency measure pursuant to [A.R.S. § 19-142](#) , making emergency measures immediately final. [Salt River Project Agr. Imp. and Power Dist. v. City of St. Johns \(1986\) 149 Ariz. 282, 718 P.2d 184](#) . [Municipal Corporations](#) 🔑 33(2)

Typographical error in legal description of property to be annexed, resulting in legal description including 40 acres which were not shown on map attached to petition, did not render the annexation illegal. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Municipal Corporations](#) 🔑 33(5)

Absolute literal compliance with statutory annexation requirements is not required and minor, but not misleading, discrepancies between legal description and map are not fatal to validity of the annexation. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Municipal Corporations](#) 🔑 33(5)

Where city's annexation petition, following metes and bounds description of the territory to be annexed, recited that the parcels involved constituted a particular contiguous military reservation and referred to accurate map annexed to the petition, mistake in the "calls" in the metes and bounds description was not enough to invalidate the annexation proceedings. [City of Douglas v. City of Sierra Vista \(App. Div.2 1973\) 21 Ariz.App. 71, 515 P.2d 896](#) . [Municipal Corporations](#) 🔑 33(5)

Map of territory to be annexed to city filed with annexing ordinance did not render ordinance invalid because of minor deviations between map and descriptions where from descriptions, map and testimony in explanation thereof, the boundaries to be annexed could be accurately determined. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) .

[Municipal Corporations](#) 🔑 33(2)

Where only express reference in Code 1939, § 16-701 (now this section), requiring description of annexed area was a provision for filing of map by the city, the commission had power to describe the boundaries of area to be annexed even though such description was not embodied in annexation petitions of property owners, provided that at least 50 per cent of the value of the territory annexed was represented in petitions filed. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 33(1)

Under Code 1939, § 16-701 (now this section), which required that petitions by property owners be signed by owners of not less than one half in value of property to be annexed, that petitions did not describe the entire area to be annexed so that a calculation of the value of area to be annexed could be made to determine whether 50 per cent in value of territory annexed was represented did not render petitions defective, where calculation had already been made and showed in excess of 60 per cent in value of territory to be annexed was represented in petitions filed. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 33(5)

Territory to be annexed - Description

Subsection of this section requiring expiration of 30 days from first reading of ordinance to finalize annexation by city or town did not permit city to make ordinance annexing property in “strip” fashion immediately final by passage as emergency measure pursuant to [A.R.S. § 19-142](#) , making emergency measures immediately final. [Salt River Project Agr. Imp. and Power Dist. v. City of St. Johns \(1986\) 149 Ariz. 282, 718 P.2d 184](#) . [Municipal Corporations](#) 🔑 33(2)

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excess of 60 per cent in value of territory to be annexed was represented in petitions filed. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 33(5)

Conditions of annexation

When a statute is enacted prescribing conditions under which annexation may be accomplished, it is necessary that such conditions exist and are substantially complied with before municipality may legally bring additional territory within its boundaries. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 29(1)

Legislature may give to municipalities the power to annex territory upon any condition it chooses to impose, either with or without the wishes of the inhabitants of the territory involved, either with or without notice to anyone, and with or without right of objecting inhabitants to protest. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 29(2)

Effective date of annexation

Provision of this section granting to private citizens right to contest annexation by municipality took precedence and controlled over general, earlier statute § 19-142 authorizing cities or towns to waive 30-day provision as to ordinance finality by enacting emergency measure. [Gieszl v. Town of Gilbert \(App. Div.1 1974\) 22 Ariz.App. 543, 529 P.2d 255](#) . [Municipal Corporations](#) 🔑 29(1)

Sole authority of town of Gilbert to accomplish annexation was statutory, and it had no power to shorten time, i.e., 30 days, in which such power could be exercised. [Gieszl v. Town of Gilbert \(App. Div.1 1974\) 22 Ariz.App. 543, 529 P.2d 255](#) . [Municipal Corporations](#) 🔑 33(1)

Timeliness of annexation

Statute providing that annexation of property by city becomes final 30 days after adoption of annexation ordinance, subject to review of court to determine validity thereof if petitions in objection have been filed, evidences legislature's intent that timely challenged annexation does not automatically become final 30 days after annexation ordinance was adopted, but rather becomes final when judicial determination has been made as to challenged annexation's validity. [Tohono O'odham Nation v. City of Glendale \(App. Div.1 2011\) 227 Ariz. 113, 253 P.3d 632](#) , review denied. [Municipal Corporations](#) 🔑 35

Statute requiring that, upon annexation, parcel retain zoning classifications that permit uses no greater than what had been permitted prior to annexation and that "subsequent changes" be carried out in compliance with the appropriate rezoning provisions did not bar city from initiating rezoning proceedings before annexation of parcel was final. [Blanchard v. Show Low Planning and Zoning Com'n \(App. Div.1 1999\) 196 Ariz. 114, 993 P.2d 1078](#) , review denied. [Zoning And Planning](#) 🔑 1175

City was not prohibited from initiating rezoning process while annexation of parcel was pending where citizens were given appropriate notice and applicable hearing procedures were followed. [Blanchard v. Show Low Planning and Zoning Com'n \(App. Div.1 1999\) 196 Ariz. 114, 993 P.2d 1078](#) , review denied. [Zoning And Planning](#) 🔑 1180

Under circumstances, including fact that a temporary restraining order had been issued, delay of 14 months between circulation of some of annexation petitions and annexation by city was not unreasonable. [Swift v. City of Phoenix \(1961\) 90 Ariz. 331, 367 P.2d 791](#) . [Municipal Corporations](#) 🔑 33(5)

Effect and operation of annexation

Petitioners were not deprived of their constitutional right by action of city council which on same day that incorporation

petitions were denied passed emergency ordinance annexing areas which petitioners sought to have incorporated. [Burton v. City of Tucson \(1960\) 88 Ariz. 320, 356 P.2d 413](#) .

Annexation by city of areas in question, immediately following decision by county board of supervisors denying petitions for incorporation elections, foreclosed judicial review of actions of boards of county supervisors by certiorari but did not deprive petitioners of any constitutionally protected vested rights. [Burton v. Kautenburger \(1960\) 88 Ariz. 319, 356 P.2d 412](#) . [Constitutional Law](#) 🔑 2642 ; [Constitutional Law](#) 🔑 2654 ; [Municipal Corporations](#) 🔑 12(12)

An incorporated city by annexing pursuant to Civ.Code 1901, §§ 509 to 517 (now this section and §§ 9-472 and 9-473), part of a road district, acquired the right to exercise over property and inhabitants in the annexed territory all political and governmental powers delegated to it by law. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 35

Under Laws 1907, Ch. 66, § 9, touching payment of road district bonds, property situated in territory which was part of a road district at the time the district issued bonds, although the territory including it was subsequently annexed by a city, as authorized by Civ.Code 1901, §§ 509 to 517 (now this section and §§ 9-472 and 9-473), was subject to a levy to pay the bonds or interest. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 36(3)

A city, by annexation of a road district under statutory authority, acquired no rights and assumed no liabilities of the district not of a political or governmental nature. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 36(1)

In the absence of express statutory provision, a city which annexed part of a road district did not acquire power to tax the annexed property to redeem bonds of the district and pay interest. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 36(3)

Annexation of a strip of land by two municipalities in manner by which an inhabited unincorporated territory was separated from city to which it wished to annex did not violate rights of residents of the unincorporated territory. Op.Atty.Gen. No. 59-34.

Operation and effect of annexation

Petitioners were not deprived of their constitutional right by action of city council which on same day that incorporation petitions were denied passed emergency ordinance annexing areas which petitioners sought to have incorporated. [Burton v. City of Tucson \(1960\) 88 Ariz. 320, 356 P.2d 413](#) .

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Under Laws 1907, Ch. 66, § 9, touching payment of road district bonds, property situated in territory which was part of a road district at the time the district issued bonds, although the territory including it was subsequently annexed by a city, as authorized by Civ.Code 1901, §§ 509 to 517 (now this section and §§ 9-472 and 9-473), was subject to a levy to pay the

bonds or interest. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 36(3)

A city, by annexation of a road district under statutory authority, acquired no rights and assumed no liabilities of the district not of a political or governmental nature. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 36(1)

In the absence of express statutory provision, a city which annexed part of a road district did not acquire power to tax the annexed property to redeem bonds of the district and pay interest. [Blount v. MacDonald \(1916\) 18 Ariz. 1, 155 P. 736](#) . [Municipal Corporations](#) 🔑 36(3)

Annexation of a strip of land by two municipalities in manner by which an inhabited unincorporated territory was separated from city to which it wished to annex did not violate rights of residents of the unincorporated territory. Op.Atty.Gen. No. 59-34.

Jurisdiction

Once superior court acquired jurisdiction over subject matter of incorporation of town and parties thereto, council of neighboring city could not oust court of that jurisdiction by annexation of territory within six miles of the new town. [Jay v. Kreigh \(1974\) 110 Ariz. 299, 518 P.2d 122](#) . [Municipal Corporations](#) 🔑 12(12)

Where petition for annexation of territory to town was filed with town clerk before petition for annexation of territory to city was filed with city clerk, but no steps were taken by town council to consider its petition prior to time city considered and acted upon petition presented to its council, city acquired jurisdiction first and had right to proceed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(1)

Upon annexation of an addition to city, the title and jurisdiction of the streets and alleys in the annexed territory vested in the city for all purposes, and 20-foot alleyway extending through the middle of blocks in addition shown on plat attached to ordinance of annexation and filed and recorded in county recorder's office was dedicated to the public. [Collins v. Wayland \(1942\) 59 Ariz. 340, 127 P.2d 716](#) , certiorari denied [63 S.Ct. 760, 318 U.S. 767, 87 L.Ed. 1138](#) . [Dedication](#) 🔑 19(4); [Municipal Corporations](#) 🔑 35

Zoning application to property annexed

Zoning application to property annexed - In general

Where relief prayed for by landowners was for a declaration that city's annexation of property in recorded plat and zoning changes after recordation of plat did not affect plat's validity or their right to develop lots as recorded, a judgment that subdivision was subject to city's zoning was appropriate. [Dawe v. City of Scottsdale \(1978\) 119 Ariz. 486, 581 P.2d 1136](#) . [Zoning And Planning](#) 🔑 1716

Recorded plats, zoning application to property annexed

Recording of subdivision plat did not give landowners vested right to develop vacant and unimproved property in accordance with plat contrary to subsequent subdivision ordinance adopted after plat was recorded and after city annexed property covered by plat. [Dawe v. City of Scottsdale \(1978\) 119 Ariz. 486, 581 P.2d 1136](#) . [Zoning And Planning](#) 🔑 1460

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Rescission of annexation

Rescission of annexation ordinances by city and town prior to their having become final avoided statutory effect of withdrawing the territory in question from annexation and, hence, such territory, otherwise contiguous to city, could be proper subject of subsequent annexation ordinance passed by city. [Kempton v. City of Safford \(App. Div.2 1984\) 140 Ariz. 539, 683 P.2d 338](#) . [Municipal Corporations](#) 🔑 29(4)

Objections, protest, or contest

Legislative intent in conferring upon private citizens right to contest annexation was that for at least 30 days a municipality cannot interfere with such right. [Gieszl v. Town of Gilbert \(App. Div.1 1974\) 22 Ariz.App. 543, 529 P.2d 255](#) . [Municipal Corporations](#) 🔑 33(9)

Where statutory requirements governing annexation of contiguous territory by petition of property owners are met, no dissatisfied person within the territory which city purposes to add to its boundaries is given any legal right to effectively protest action of the commission and the absence of a delineation of the entire proposed area in the petition deprives no one of any legal right. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Municipal Corporations](#) 🔑 33(9)

A citizen affected by municipality's purported annexation of additional territory may challenge jurisdiction of city to make such annexation at any time until such territory becomes part of city by ordinance that has force and effect of law. [City of Phoenix v. Lockwood \(1953\) 76 Ariz. 46, 258 P.2d 431](#) . [Municipal Corporations](#) 🔑 29(3)

A landowner may not attack an annexation ordinance of a city after the ordinance is complete. [Gorman v. City of Phoenix \(1950\) 70 Ariz. 59, 216 P.2d 400](#) .

The right, if any, to object to annexation of addition to city ceased after adoption of ordinance providing for such annexation and the acceptance by city of the annexation, particularly where city in pursuance thereof subsequently exercised municipal control for many years, levying and collecting taxes and treating addition in all respects as an integral part of municipal organization. [Collins v. Wayland \(1942\) 59 Ariz. 340, 127 P.2d 716](#) , certiorari denied [63 S.Ct. 760, 318 U.S. 767, 87 L.Ed. 1138](#) . [Municipal Corporations](#) 🔑 33(10)

The rule that only the attorney general and the county attorney may question the validity of the annexation of territory to a city applies only to an attempt to impeach a record which shows on its face a valid proceeding, and an interested taxpayer may bring an action to prevent the completion of an attempt to change boundaries or incorporate a municipality on ground of lack of jurisdiction. [Colquhoun v. City of Tucson \(1940\) 55 Ariz. 451, 103 P.2d 269](#) . [Municipal Corporations](#) 🔑 33(10); [Municipal Corporations](#) 🔑 993(1)

Petitions

Petitions - In general

A city's petition to annex portion of certain land as to which another city had filed an earlier petition was invalid; statute required municipality filing an annexation petition to include a sworn affidavit verifying that no part of the territory was already subject to an earlier filing for annexation, but city's affidavit stated that no part of the territory for which the

petition was made was already subject to a valid earlier filing for annexation, but the qualifying language “valid earlier filing” was not part of the statute, which contained no provision for filing a contingent petition to secure priority in the event a prior petition were successfully challenged. [Cornman Tweedy 560, LLC v. City of Casa Grande \(App. Div.2 2006\) 213 Ariz. 1, 137 P.3d 309](#), review denied. [Municipal Corporations](#) 🔑 33(5)

Where annexation petition does not comport with statutory requirements, governing body of city has no jurisdiction to enact annexation ordinance. [Fry v. Mayor and City Council of Sierra Vista \(App. Div.2 1970\) 11 Ariz.App. 490, 466 P.2d 41](#). [Municipal Corporations](#) 🔑 33(5)

Alleged fact that proponents of annexation of territory to city may have tacitly agreed with country club that golf course would be excluded from area to be annexed did not vitiate petitions for annexation. [State ex rel. De Concini v. City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#). [Municipal Corporations](#) 🔑 33(5)

Where petition for election to determine whether area contiguous to city of Tucson should be incorporated as town of South Tucson was filed with clerk of board of supervisors of Pima county, board acquired jurisdiction of proceedings, notwithstanding that when petition was filed board was not then in session, that petition for annexation of substantially the same area to the city of Tucson was filed with council of city of Tucson, and that an ordinance was passed declaring area annexed before board took any action on petition for incorporation, since city council had no jurisdiction of annexation proceedings affecting territory covered by petition for incorporation until petition for incorporation was finally disposed of. [Colquhoun v. City of Tucson \(1940\) 55 Ariz. 451, 103 P.2d 269](#). [Municipal Corporations](#) 🔑 12(1)

Necessity, petitions

Until a sufficient annexation petition is filed, city commission is without jurisdiction to pass an ordinance of annexation. [Gorman v. City of Phoenix \(1950\) 70 Ariz. 59, 216 P.2d 400](#). [Municipal Corporations](#) 🔑 33(5)

An annexation petition signed by owners of not less than one-half in value of property in area sought to be annexed as shown by last assessment must be presented to city commission. [Gorman v. City of Phoenix \(1950\) 70 Ariz. 59, 216 P.2d 400](#). [Municipal Corporations](#) 🔑 29(4); [Municipal Corporations](#) 🔑 33(5)

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Circulators, petitions

Use of paid city employees to secure property owners’ signatures on annexation petition is not prohibited by this section which does not require petition circulators to be property owners. [Swift v. City of Phoenix \(1961\) 90 Ariz. 331, 367 P.2d 791](#). [Municipal Corporations](#) 🔑 33(5)

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Petitions - Presentation

Because of delay occasioned by court proceedings brought by interested citizen to obtain production of annexation petitions, order allowing citizen to inspect and copy the petitions would also allow her a reasonable time from entry of that order during which no annexation petition could be presented to the governing body. [Moorehead v. Arnold \(App. Div.2 1981\) 130 Ariz. 503, 637 P.2d 305](#) . [Municipal Corporations](#) 🔑 33(5)

This section requiring “presentation” of annexation petition to governing body did not require “filing,” which has significance of being received by a particular officer appointed by law. [State ex rel. Helm v. Town of Benson, Cochise County \(1963\) 95 Ariz. 107, 387 P.2d 807](#) . [Municipal Corporations](#) 🔑 33(5)

There was sufficient “presentation” of annexation petition to town council, where town had engaged attorney to obtain proper signatures to annexation petition and he had done so and had received into his possession a proper petition and he had advised the council that he had in his possession a petition signed in accordance with the directions of this section. [State ex rel. Helm v. Town of Benson, Cochise County \(1963\) 95 Ariz. 107, 387 P.2d 807](#) . [Towns](#) 🔑 9

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Petitions - Presumptions

Validity of petition filed seeking annexation is presumed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) .

Presumptions, petitions

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Signers and signatures

Signers and signatures - In general

Where record showed that petition seeking annexation of territory to city was signed by property owner at time of presentation to commission, valuation of his property was properly included in determining whether petition had been signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed, even

though signature was not dated and signer could not remember exactly when he had signed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Where party signed petition seeking annexation of territory to city as commander of veterans organization but testified that he had no express authority from organization and that he did not know whether he had such authority, and constitution and by-laws of organization could not be interpreted as giving express or implied authority, signing of petition was not connected with or incident to his duties, and valuation of organization's property, represented by his signature could not be included in determining whether petition was signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Consenting to become part of municipality is not equivalent of alienating or encumbering of property. [Gorman v. City of Phoenix \(1953\) 76 Ariz. 35, 258 P.2d 424](#) .

Code 1939, § 16-701 (now this section) providing for annexation of land to cities "on presentation of a petition in writing, signed by the owners of not less than one half in value of the property in any territory contiguous to the city" required such signatures of owners of real but not of personal property. [Gorman v. City of Phoenix \(1953\) 76 Ariz. 35, 258 P.2d 424](#) . [Municipal Corporations](#) 🔑 33(5)

Test whether signer of petition for annexation of territory to city was entitled to sign was whether he owned realty within the territory in question at time he signed. [State ex rel. De Concini v. City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#) . [Municipal Corporations](#) 🔑 33(5)

Property of signers of petition to annex a subdivision to city could be counted in determining sufficiency of the petition notwithstanding that signers had authorized the circulator of the petition to change, if he saw fit, the boundaries of the property to be annexed before submitting the petition to the city commission. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

Under Code 1939, § 16-701 (now this section), relating to annexation of additional territory to city by petition of property owners, it was an indispensable "condition precedent" that a petition for annexation be signed by the owners of not less than one-half in value of the property in any territory contiguous to the city as shown by the last assessment of the property. [City of Phoenix v. State ex rel. Harless \(1941\) 58 Ariz. 8, 117 P.2d 87](#) . [Municipal Corporations](#) 🔑 33(5)

Conditional signers and signatures

Annexation petitions were insufficient to confer jurisdiction upon city council to adopt annexation ordinance, where assessed valuation of property represented by petitions, excluding those petitions which were signed by public utilities and which were nullities because conditioned on understanding that owners of more than half of property in area had also signed, was less than one-half of assessed valuation in area. [State ex rel. Pickrell v. Town of Scottsdale \(1965\) 99 Ariz. 103, 407 P.2d 72](#) . [Municipal Corporations](#) 🔑 33(5)

The annexation statute was not substantially complied with and hence annexation was invalid where petitions signed and presented to city council by two public utilities were conditional in form and, excluding amount represented by such conditional petitions, city council did not have the required one-half of assessed value of property in area to confer jurisdiction to annex the area. [Town of Scottsdale v. State ex rel. Pickrell \(1965\) 98 Ariz. 382, 405 P.2d 871](#) . [Municipal Corporations](#) 🔑 33(5)

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Owners, signers and signatures

For purposes of requirement that municipality show petition signed by owners of one-half or more in value of real and personal property and more than one-half of persons owning real and personal property in area before it may annex territory, joint tenants only own proportional undivided interest in joint tenancy property so that signature of one such tenant represents only that tenant's proportionate share of total value of property for purposes of meeting value requirements for annexation. [Northwest Fire Dist. v. City of Tucson \(App. Div.2 1995\) 185 Ariz. 102, 912 P.2d 1331](#) , review denied. [Municipal Corporations](#) 🔑 34

Where municipality received signatures from 18 people out of 36 joint tenants involved with 17 joint tenancy parcels and municipality counted 17 owners as signing rather than only 8.5 owners, as signing as required to show proper proportionate share of total value of property, municipality fell short of necessary signatures for annexation of area. [Northwest Fire Dist. v. City of Tucson \(App. Div.2 1995\) 185 Ariz. 102, 912 P.2d 1331](#) , review denied. [Municipal Corporations](#) 🔑 34

After ordinance annexing territory had been passed, evidence that assessment roll showed that, at time of assessment, person other than signer owned property included in annexed territory was insufficient to show invalidity of signature of another person, who had signed petition for annexation as owner of such property. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) .

Where purchasers of realty under land contract were in possession of and exercised dominion over and could rent or lease their parcels and paid taxes thereon and to the extent of their payments were the equitable owners of their parcels, such purchasers as "owners" were authorized to sign petition to annex property to city notwithstanding that legal title to the parcels had not passed to purchasers. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

Where property for which owner signed petition to annex subdivision to city stood in the name of another to whom it had been conveyed by an estate, such property was properly not counted in determining sufficiency of petition. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

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An administratrix of property owner's estate was not the "owner" of the property and hence such property was improperly on petition to annex subdivision to city. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

Under provision of Code 1939, § 16-701 (now this section) that, on presentation of a petition in writing signed by owners

of not less than one-half in value of property in any territory contiguous to city as shown by last assessment of property and not embraced within its limits, city might annex such territory, a high school district owning three-fourths of territory sought to be annexed to city was not qualified to sign a petition for annexation, since under [Const. Art. 9, § 2](#), property of district was not and could not be made subject to any form of taxation and could not legally be assessed, and it was not intended that owners of property which could not bear any of burdens of annexation should be entitled to be heard upon the question. [City of Phoenix v. State ex rel. Harless \(1941\) 58 Ariz. 8, 117 P.2d 87](#). [Municipal Corporations](#) 🔑 33(5)

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intended that owners of property which could not bear any of burdens of annexation should be entitled to be heard upon the question. [City of Phoenix v. State ex rel. Harless \(1941\) 58 Ariz. 8, 117 P.2d 87](#) . [Municipal Corporations](#) 🔑 33(5)

Agents, signers and signatures

In absence of evidence showing that person who signed petition as agent of another did so without authority, property valuation represented by signature was properly included in determining whether petition seeking annexation was signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Signers and signatures - Agents

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Husband and wife, signers and signatures

Where no spouse who signed petitions favoring annexation purported to be signing on behalf of other spouse who owned property in joint tenancy, city could not show that spouse had authority to sign for the other for purposes of showing that city met annexing requirement of showing appropriate number of signatures; where signature of one tenant in joint tenancy was on petition, but not other, signature represented only single tenant's proportionate share of total value of property. [Northwest Fire Dist. v. City of Tucson \(App. Div.2 1995\) 185 Ariz. 102, 912 P.2d 1331](#) , review denied. [Municipal Corporations](#) 🔑 34

If there is some indicia of agency presented, spouse will be presumed to have authority to sign an annexation petition on behalf of other spouse's separate property, and party objecting to annexation ordinance will have burden of submitting evidence to show the lack of authority of the signing spouse, but, absent any indicia of agency, signature of one spouse cannot be presumed to also represent the separate property interests of the other spouse. [Ferree v. City of Yuma \(App. Div.1 1979\) 124 Ariz. 225, 603 P.2d 117](#) . [Municipal Corporations](#) 🔑 33(5); [Municipal Corporations](#) 🔑 33(6)

In regard to situation in which 23 of the parcels included within petition for annexation to city were assumed to be held in joint tenancy by spouses and in which only one joint tenant of each of the parcels signed petition on behalf of each parcel, only the proportionate undivided interests of the signing joint tenants could be included in determining whether the requirement under provision of this section that petition be signed by owners of property, whose assessed valuation exceeded one half of valuation of area sought to be annexed, had been satisfied, absent any indicia of agency. [Ferree v. City of Yuma \(App. Div.1 1979\) 124 Ariz. 225, 603 P.2d 117](#) . [Municipal Corporations](#) 🔑 33(5)

Where wife signed her name on petition, for annexation of territory to city, for separate property owned by husband and signed for community property by signing husband's name, and both husband and wife testified that husband had authorized wife to sign for both properties, valuation of both properties was properly considered in determining whether petition had been signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Merely showing that property was community property and that only wife had signed petition seeking annexation of territory, including such property, to city, was not sufficient to overcome presumption of validity of petition. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Fact that thereafter community would be subject to city taxation did not make husband's signing of annexation petition a

“conveyance” or “incumbrance” requiring both husband and wife to join in the petition, but husband as managing agent of the community was authorized to sign petition to annex property to city. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

A wife, at instigation of husband, was authorized to sign for both a petition to annex property embracing parties’ community property to city, since petition was not a “deed” but was only the expression of a desire that property be counted in determining whether the property should be annexed. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

Signers and signatures - Husband and wife

Where no spouse who signed petitions favoring annexation purported to be signing on behalf of other spouse who owned property in joint tenancy, city could not show that spouse had authority to sign for the other for purposes of showing that city met annexing requirement of showing appropriate number of signatures; where signature of one tenant in joint tenancy was on petition, but not other, signature represented only single tenant’s proportionate share of total value of property. [Northwest Fire Dist. v. City of Tucson \(App. Div.2 1995\) 185 Ariz. 102, 912 P.2d 1331](#) , review denied. [Municipal Corporations](#) 🔑 34

If there is some indicia of agency presented, spouse will be presumed to have authority to sign an annexation petition on behalf of other spouse’s separate property, and party objecting to annexation ordinance will have burden of submitting evidence to show the lack of authority of the signing spouse, but, absent any indicia of agency, signature of one spouse cannot be presumed to also represent the separate property interests of the other spouse. [Ferree v. City of Yuma \(App. Div.1 1979\) 124 Ariz. 225, 603 P.2d 117](#) . [Municipal Corporations](#) 🔑 33(5); [Municipal Corporations](#) 🔑 33(6)

In regard to situation in which 23 of the parcels included within petition for annexation to city were assumed to be held in joint tenancy by spouses and in which only one joint tenant of each of the parcels signed petition on behalf of each parcel, only the proportionate undivided interests of the signing joint tenants could be included in determining whether the requirement under provision of this section that petition be signed by owners of property, whose assessed valuation exceeded one half of valuation of area sought to be annexed, had been satisfied, absent any indicia of agency. [Ferree v. City of Yuma \(App. Div.1 1979\) 124 Ariz. 225, 603 P.2d 117](#) . [Municipal Corporations](#) 🔑 33(5)

Where wife signed her name on petition, for annexation of territory to city, for separate property owned by husband and signed for community property by signing husband’s name, and both husband and wife testified that husband had authorized wife to sign for both properties, valuation of both properties was properly considered in determining whether petition had been signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Merely showing that property was community property and that only wife had signed petition seeking annexation of territory, including such property, to city, was not sufficient to overcome presumption of validity of petition. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Fact that thereafter community would be subject to city taxation did not make husband’s signing of annexation petition a “conveyance” or “incumbrance” requiring both husband and wife to join in the petition, but husband as managing agent of the community was authorized to sign petition to annex property to city. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

A wife, at instigation of husband, was authorized to sign for both a petition to annex property embracing parties’ community property to city, since petition was not a “deed” but was only the expression of a desire that property be counted in determining whether the property should be annexed. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🔑 33(5)

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Corporations, signers and signatures

Although all stockholders of corporation signed petition, seeking annexation of territory to city, as owners individually, not in name of corporation, valuation of corporate property was properly considered in determining whether petition had been signed by owners of 50 per cent of property valuation which would be subject to taxation if territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Signing of petition for annexation by local manager of corporation pursuant to permission of his immediate superior was

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Signers and signatures - Withdrawal of signatures

Individual signer of annexation petition may withdraw his signature at any time before affirmative legislative action has commenced upon a petition for annexation. [Moorehead v. Arnold \(App. Div.2 1981\) 130 Ariz. 503, 637 P.2d 305](#) . [Municipal Corporations](#) 🔑 33(5)

Burden was on custodian of annexation petitions to show why they should not be made available to interested citizens who sought to persuade signers to withdraw their signatures. [Moorehead v. Arnold \(App. Div.2 1981\) 130 Ariz. 503, 637 P.2d 305](#) . [Records](#) 🔑 34

The signer of a petition for annexation of territory to city could withdraw his name from the petition prior to its filing but not after petition had been finally acted upon and ordinance has been adopted; mere checking or filing of petition is not affirmative action which will prevent signers of petition from withdrawing their names. [State ex rel. De Concini v. City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#) . [Municipal Corporations](#) 🔑 33(5)

Where petitions for annexation of territory to city were presented to city council at meeting, and ordinance for annexation was twice read, discussion was had, and matter was then continued until following morning for third and final reading, signers of petitions could not thereafter withdraw their signatures. [State ex rel. De Concini v. City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#) . [Municipal Corporations](#) 🔑 33(5)

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Presumptions, signers and signatures

Where § 42-274 relating to persons claiming exemption from taxation under [Const. Art. 9, § 2](#) provision contained no exception as to inventory property at time annexation proceedings by city were commenced, it would be presumed that no exception was intended with respect to requirement that annexation petition contain signatures of owners of more than one-half in value of real and personal property subject to taxation in area sought to be annexed, and if requisite affidavit was not made as to allegedly exempt property, exemption would be waived. [Fry v. Mayor and City Council of Sierra Vista \(App. Div.2 1970\) 11 Ariz.App. 490, 466 P.2d 41](#) . [Municipal Corporations](#) 🔑 33(5); [Municipal Corporations](#) 🔑 967(1)

Where assessment roll showed that one person owned property at time of assessment, the strongest possible effect that could be given such evidence would be presumption that ownership continued until contrary were shown or a different presumption raised. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5); [Property](#) 🔑 9

Signers and signatures - Presumptions

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Burden of proof, signers and signatures

Where petition for annexation of territory to city was signed by one party as agent of another and also by agent in her own name, burden was on party attacking ordinance annexing territory to prove that ordinance was invalid on ground of lack of authority of agent and that property valuation represented by signature of agent should not be included in determining whether petition seeking annexation was signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 122.1(2)

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Hearing

Before reaching the stage of finality, a town proposing annexation must satisfy a series of statutory requirements designed to assure public participation and support, one of which is to conduct a public hearing. [Israel v. Town of Cave Creek \(App. Div.1 1999\) 196 Ariz. 150, 993 P.2d 1114](#) . [Municipal Corporations](#) 🔑 33(1)

Municipality's annexation proposal cannot be deemed a final legislative act which is subject to referendum before mandatory public hearing on required by statute has been held. [Israel v. Town of Cave Creek \(App. Div.1 1999\) 196 Ariz. 150, 993 P.2d 1114](#) . [Municipal Corporations](#) 🔑 108.8

Ordinances

Ordinances - In general

Validity of an annexation ordinance depends upon presentment of annexation petitions which substantially comply with statutes. [Moorehead v. Arnold \(App. Div.2 1981\) 130 Ariz. 503, 637 P.2d 305](#) . [Municipal Corporations](#) 🔑 33(2)

Extension of city limits by ordinance was not amendment of charter, which could be amended only as provided by Constitution. [Amish v. City of Phoenix \(1929\) 36 Ariz. 21, 282 P. 42](#) . [Municipal Corporations](#) 🔑 46

Filing, ordinances

County recorder of county in which territory annexed to city or town is located must accept for filing and file a copy of annexation ordinance, with an accurate map of territory annexed, certified by mayor of city or town, and his recording copy of annexation ordinance, with accurate map of territory annexed, certified by mayor of annexing city or town, constitutes a sufficient compliance with this section, to accomplish a valid annexation, despite a failure to file such documents. Op.Atty.Gen. No. 68-16-L.

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Notice, ordinances

City's failure to give notice of annexation ordinance did not, in absence of statutory duty requiring any additional notice, constitute denial of due process. [Swift v. City of Phoenix \(1961\) 90 Ariz. 331, 367 P.2d 791](#) . [Constitutional Law](#) 🔑 4056

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Ordinances - Publication

Publication of annexation ordinance three times rather than the four times required by § 39-204 was not question which could be raised to invalidate the ordinance by taxpayers owning and residing on property located within boundaries of area claimed to have been annexed. [Kempton v. City of Safford \(App. Div.2 1984\) 140 Ariz. 539, 683 P.2d 338](#) . [Municipal Corporations 33\(9\)](#)

Emergency ordinance adopted in manner provided for by sections of charter of city of Tucson was not invalid or incomplete because it was not published. [Burton v. City of Tucson \(1960\) 88 Ariz. 320, 356 P.2d 413](#) . [Municipal Corporations 110](#)

In view of section of Tucson city charter to effect that no ordinance should become operative until 30 days after its passage except measures necessary for immediate preservation of peace, health, or safety of city, another section of charter to effect that all ordinances adopted except emergency ordinances should be published and that no ordinance should take effect until 30 days after its passage would be construed to read that no ordinance "required to be published" should take effect until 30 days after its passage and emergency ordinance annexing adjacent territory was complete upon compliance with annexation statute, and was thereafter not vulnerable to attack by residents of areas which were annexed by city. [Burton v. City of Tucson \(1960\) 88 Ariz. 320, 356 P.2d 413](#) . [Municipal Corporations 33\(2\)](#) ; [Municipal Corporations 120\(14\)](#)

Under Code 1939, § 16-701 (now this section), providing that annexation of additional territory could only be effected by ordinance, and municipal charter requiring publishing of ordinances, process of annexation of territory to city was not complete until after publication of ordinance, and, therefore, the Superior Court, in action by three citizens affected by annexation to enjoin city, its officers, and newspaper, from proceeding with annexation, had power to issue such temporary restraining order prior to such publication. [City of Phoenix v. Lockwood \(1953\) 76 Ariz. 46, 258 P.2d 431](#) . [Municipal Corporations 33\(2\)](#) ; [Municipal Corporations 33\(9\)](#)

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Ordinances - Presumptions

Ordinance annexing territory to city and proceedings authorizing its adoption were presumed to be regular, and presumption of validity includes presumption of validity of petition filed seeking annexation. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations 33\(5\)](#)

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Burden of proof, ordinances

Where ordinance annexing territory to city was attacked, city council initially had no burden to support its action in passing the ordinance. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations 122.1\(2\)](#)

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Notice, generally

Code 1939, § 16-701 (now this section), governing annexation by petition of property owners required no notice to any one of city's intention to recognize petition for annexation of realty by city. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) .

Valuation of property

Valuation of property - In general

Term "value," as used in this section setting forth annexation petition procedure, requires signatures of owners of one-half or more in assessed value of real and personal property, rather than appraised or market value of property. [City of Phoenix v. Town of Cave Creek \(App. Div.1 1990\) 167 Ariz. 227, 805 P.2d 1048](#) , review denied. [Municipal Corporations 33\(5\)](#)

Even if there had been some personal property located on land annexed and some of that property did not appear on county assessment rolls, municipality did not violate provision of this section requiring that petitions for annexation be signed by owners of not less than one-half in value of real or personal property shown by last assessment, since municipality was not required to do independent assessment and municipality used latest assessment rolls in making its computation. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Municipal Corporations 33\(5\)](#)

Under provision of this section requiring that petition for annexation be signed by owners of not less than one-half in value of real and personal property shown by last assessment, entire value of every parcel of property involved in annexation should not be used in computing base for 50% owner consent, where only strips of land of opponents of annexation were

annexed. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Municipal Corporations](#) 🔑 33(5)

Where property value shown on assessor's statement furnished to governing body of city seeking to annex an area was last assessment of property located in area to be annexed, property values in assessor's statement controlled determination of sufficiency of annexation petition required to be signed by owners of more than one-half in value of real and personal property subject to taxation in area sought to be annexed. [Fry v. Mayor and City Council of Sierra Vista \(App. Div.2 1970\) 11 Ariz.App. 490, 466 P.2d 41](#) . [Municipal Corporations](#) 🔑 33(5)

Where record showed that petition seeking annexation of territory to city was signed by property owner at time of presentation to commission, valuation of his property was properly included in determining whether petition had been signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed, even though signature was not dated and signer could not remember exactly when he had signed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Where valuation of portion of property in territory to be annexed to city was represented in petition seeking annexation by signature of two persons, resulting in double valuation for same property, valuation represented by one signature should be deducted in determining whether petition was signed by owners of 50% of property valuation which would be subject to taxation in event territory were annexed. [McCune v. City of Phoenix \(1957\) 83 Ariz. 98, 317 P.2d 537](#) . [Municipal Corporations](#) 🔑 33(5)

Under Code 1939, § 16-701 (now this section), refusal, in calculating valuation of properties represented in petitions, to take into consideration telephone and telegraph company's poles, lines, and cables, railroad's personalty and realty, and light and power company's gas mains, electric transmission lines, meters, and property necessary to enable company to service area was proper. [Gorman v. City of Phoenix \(1953\) 76 Ariz. 35, 258 P.2d 424](#) . [Municipal Corporations](#) 🔑 33(5)

Conclusiveness of valuation, valuation of property

Valuations made pursuant to this section were conclusive at time of annexation proceedings, and claimed errors in methods of valuation could not be tested in an action brought to test the validity of the annexation. [State ex rel. Helm v. Town of Benson, Cochise County \(1963\) 95 Ariz. 107, 387 P.2d 807](#) . [Municipal Corporations](#) 🔑 33(9)

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Subject to taxation

Subject to taxation - In general

"Subject to taxation," within provision of this section requiring annexation petition to contain signatures of owners of more than one-half in value of real and personal property subject to taxation in area sought to be annexed, merely means liable to taxation rather than that the property must be subjected to taxation; whether property is ultimately subjected to taxation is immaterial for purpose of determination of sufficiency of annexation petition. [Fry v. Mayor and City Council of Sierra Vista \(App. Div.2 1970\) 11 Ariz.App. 490, 466 P.2d 41](#) . [Municipal Corporations](#) 🔑 33(5)

Soldiers and widows, subject to annexation, subject to taxation

Signatures of widows and veterans on petitions for annexation of territory to city were not required to be stricken because

of the fact that realty of widows and veterans might be tax exempt, either in whole or in part. [State ex rel. De Concini v. City of Phoenix \(1952\) 74 Ariz. 46, 243 P.2d 766](#) . [Municipal Corporations](#) 🗝️ 33(5)

Widows and soldiers were “owners” of their property authorized to sign petition to annex property to city notwithstanding that they claimed their \$2,000 exemption where, as a class, some of them had only a partial exemption and others had no exemption. [City of Phoenix v. State ex rel. Harless \(1943\) 60 Ariz. 369, 137 P.2d 783, 146 A.L.R. 1255](#) . [Municipal Corporations](#) 🗝️ 33(5)

Subject to taxation - Widows and soldiers

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Approval by state

City did not secure valid approval from the state to include certain state trust lands within its proposed annexation territory as required by statute, where it relied on the approval it acquired in the context of an earlier annexation; state’s approval of the earlier proposal did not constitute approval of the current proposal, as that would deny the selection board and the state land commissioner their statutory prerogative to evaluate the effect the current proposal might have on the state lands in question. [Cornman Tweedy 560, LLC v. City of Casa Grande \(App. Div.2 2006\) 213 Ariz. 1, 137 P.3d 309](#) , review denied. [Municipal Corporations](#) 🗝️ 33(1)

Injunctions

If petitions for annexation of realty by the city are insufficient as a matter of law to give city council jurisdiction to enact annexation ordinance, Superior Court has power and jurisdiction to enjoin passage of such ordinance. [City of Tucson v. Garrett \(1954\) 77 Ariz. 73, 267 P.2d 717](#) . [Injunction](#) 1254

Where it was alleged that large portion of realty sought to be annexed by city belonged to churches, schools, and the state, so as to be exempt from taxation, and that other portions included therein were not contiguous to city, landowners were entitled, during process of annexation, to maintain suit to enjoin annexation. [Gorman v. City of Phoenix \(1950\) 70 Ariz. 59, 216 P.2d 400](#) . [Municipal Corporations](#) 33(9)

Where annexation of territory by a city has not been completed, a landowner within affected area may maintain an action to prevent completion of annexation, and, where city commission is without jurisdiction to pass ordinance of annexation, injunction will lie to enjoin its enactment. [Gorman v. City of Phoenix \(1950\) 70 Ariz. 59, 216 P.2d 400](#) . [Municipal Corporations 33\(9\)](#)

Declaratory judgments

Where a city annexed contiguous territory under a valid statute, a resident and property owner of annexed territory was not entitled to a declaratory judgment determining whether annexation proceedings were in accordance with the statute governing such proceedings, since such right was reserved to the attorney general and county attorney. [Skinner v. City of Phoenix \(1939\) 54 Ariz. 316, 95 P.2d 424](#) . [Declaratory Judgment](#) 🔑 291

Where a city annexed certain contiguous territory, a resident and property owner within annexed territory, after refusal of attorney general and county attorney to contest annexation, could secure a declaratory judgment on question whether statute under which territory was annexed was constitutional, since if the statute was unconstitutional all the proceedings taken thereunder were void for lack of jurisdiction. [Skinner v. City of Phoenix \(1939\) 54 Ariz. 316, 95 P.2d 424](#) . [Declaratory Judgment](#) 🔑 124.1

Review

Judicial inquiry in annexation case is limited to question whether municipality has followed steps outlined in statute for enacting annexation ordinance, and courts will not concern themselves with motive, reasonableness, or wisdom of annexation. [Taylor v. City of Chandler \(1972\) 17 Ariz.App. 346, 498 P.2d 158](#) ; [City of Safford v. Town of Thatcher \(1972\) 17 Ariz.App. 25, 495 P.2d 150](#) .

Even if county's designation of land containing wastewater reclamation facility as a "park" was a political maneuver designed to thwart town's annexation of land, this did not invalidate designation; designation was a legislative decision, and legislators' motives and reasoning were not proper subjects for judicial inquiry. [Town of Marana v. Pima County \(App. Div.1 2012\) 230 Ariz. 142, 281 P.3d 1010](#) , review denied. [Municipal Corporations 29\(4\)](#)

In action challenging neighboring city's annexation of land, town preserved for appellate review its argument that city was required to strictly, rather than substantially, comply with statutory requirement that land to be annexed be contiguous to city, though town did not specifically argue below that strict compliance was necessary, where town argued that contiguity requirement was not met if parcel's length exceeded twice the width, and trial court construed town's argument as urging strict compliance standard. [Town of Miami v. City of Globe \(App. Div.2 1998\) 195 Ariz. 176, 985 P.2d 1035](#) , review denied. [Appeal And Error 179\(1\)](#)

Court of Appeals would not consider constitutional questions, not raised in trial court, concerning strip annexation, on ground of general public importance. [Glick v. Town of Gilbert \(App. Div.1 1979\) 123 Ariz. 395, 599 P.2d 848](#) . [Appeal And Error 170\(2\)](#)

Where there was direct attack upon action of board of supervisors which, in effect, denied existence of facts which would compel approval of incorporation of town, determination of existence of such facts was a judicial matter for court and review of denial of petition for incorporation was not limited to determining whether there had been an abuse of discretion. [Jay v. Kreigh \(1974\) 110 Ariz. 299, 518 P.2d 122](#) . [Municipal Corporations 12\(12\)](#)

Superior court has jurisdiction to enjoin passage of annexation ordinance if petitions are insufficient as matter of law to give city council jurisdiction to enact ordinance, but, if city is acting within its legitimate legislative power, court may not interfere. [Swift v. City of Phoenix \(1961\) 90 Ariz. 331, 367 P.2d 791](#) . [Municipal Corporations 33\(9\)](#)

Legislature had no constitutional mandate to provide for judicial review of denial by board of supervisors of county of incorporation petitions. [Burton v. City of Tucson \(1960\) 88 Ariz. 320, 356 P.2d 413](#) .

Determination by city commission of question whether petition was signed by the owners of not less than one-half in value of the realty in the territory sought to be annexed is a judicial function and, therefore, subject to review by court. [Gorman v. City of Phoenix \(1950\) 70 Ariz. 59, 216 P.2d 400](#) . [Municipal Corporations 33\(8\)](#)

Editor's and Revisor's Notes (64)

HISTORICAL AND STATUTORY NOTES

Source:

Civ.Code 1901, § 509.

Laws 1907, Ch. 26, § 1.

Civ.Code 1913, § 1908.

Rev.Code 1928, § 416.

Code 1939, § 16-701.

Laws 1954, Ch. 127, § 1.

As enacted in the revision effective January 9, 1956, this section read:

" A. A city or town may extend and increase its corporate limits in the following manner:

"On presentation of a petition in writing signed by the owners of not less than one half in value of the real and personal property as would be subject to taxation by the city or town in the event of annexation, in any territory contiguous to the city or town, as shown by the last assessment of the property, and not embraced within the city or town limits, the governing body of the city or town may, by ordinance, annex the territory to such city or town (upon filing and recording a copy of the ordinance, with an accurate map of the territory annexed, certified by the mayor of the city or town, in the office of the county recorder of the county where the annexed territory is located.

" B. The petition submitted to the owners of property for their signature under the provisions of subsection A shall set forth a description of all the exterior boundaries of the entire area proposed to be annexed to the city or town. The petition shall have attached to it at all times an accurate map of the territory desired to be annexed, and no additions or alterations increasing the territory sought to be annexed shall be made after the petition to which it is attached has been signed by any owner of property in such territory, but a reduction in the territory sought to be annexed may be made.

" C. For the purpose of determining the sufficiency of the percentage of the value of property under this section, such values of property shall be determined as follows:

"1. In the case of property assessed by the county assessor, values shall be the same as shown by the last assessment of the property.

"2. In the case of property assessed by the state tax commission, values shall be appraised and assessed by the state tax commission in the manner provided by law for municipal assessment purposes.

" D. The county assessor and the state tax commission, respectively, shall furnish to the city or town within thirty days after a request therefor, a statement in writing showing the appraisal and assessment of all such property."

The 1967 amendment by Ch. 93 designated the first paragraph following the introductory clause of subsec. A as par. 1; deleted “upon filing and recording a copy of the ordinance, with an accurate map of the territory annexed, certified by the mayor of the city or town, in the office of the county recorder of the county where the annexed territory is located” at the end of par. 1, subsec. A; redesignated former subsec. B as par. 2 of subsec. A; deleted “under the provisions of subsections A” following “signature” in par. 2, subsec. A; inserted par. 3 of subsec. A and inserted subsections B, C, and D; and relettered former subsections C and D as subsections E and F.

The 1972 amendment by Ch. 38 substituted “property valued by the department of property valuation” for “property assessed by the state tax commission” and “appraised by the department” for “appraised and assessed by the state tax commission” in par. 2 of subsec. E, and substituted “department of property valuation” for “state tax commission” in subsec. F.

Laws 1972, Ch. 38, § 1 provides:

“ Section 1. Purpose of act

“The purpose of this act is to correct a statutory reference to the assessment of certain city or town property by the state tax commission, which assessment is now the duty of the department of property valuation.”

Laws 1978, Ch. 94, § 7, which provided for annexation for certain territories expired by provisions of § 8 of that act, effective June 30, 1979.

The 1980 amendment by Ch. 226 added subsections G through J.

The 1983 amendment by Ch. 168, in subsec. B, added the second sentence and made a nonsubstantive change; inserted “or subsection B” in the first sentence of subsec. C; and inserted “owner, the address of each owner and the” in subsec. F.

The 1984 amendment by Ch. 383 inserted “or subsection B” preceding “and shall be filed” in subsec. C; substituted “revenue” for “property valuation” in subsections E, par. 2 and F; and substituted “appraisal” for “appraisement” in subsec. F.

For purpose of Laws 1984, Ch. 383, see Historical and Statutory Notes following § 5-321.

Laws 1985, Ch. 3, § 1, effective February 14, 1985, which provided for a moratorium on annexation of state land, was repealed by Laws 1986, Ch. 45, § 5, effective April 10, 1986.

Laws 1985, Ch. 10, §§ 1, 3 and 4, which were effective March 13, 1985, and which provided for a moratorium on annexation of land and an exemption therefrom, for a joint legislative committee on urban growth policy, and for the effect of the act on existing law, were repealed by Laws 1986, Ch. 45, § 6, effective April 10, 1986.

The 1986 amendment by Ch. 45 rewrote the section. (See 1989 note post).

Laws 1986, Ch. 45, § 4, as amended by Laws 1986, Ch. 414, § 1, providing for deannexation by petition to the superior court, violated constitutional prohibition against special or local laws. See Notes of Decisions, Validity, post.

Laws 1986, Ch. 45, § 8, effective April 10, 1986, provides:

“ Sec. 8. Applicability; expiration

“ A. Section 9-471, Arizona Revised Statutes, as amended by this act, applies to any annexation process which begins after the effective date of this act.

“ B. Except as provided in subsection C or D of this section, any annexation process which began before the effective date of this act but which did not become final before the effective date of this act for any reason, including the application of the moratoriums of Laws 1985, chapter 3 or 10, is null and void. Any attempt to reinstitute such an annexation is subject to § 9-471, Arizona Revised Statutes , as amended by this act.

“ C. This act except for the provisions of § 4 does not affect the validity of any annexation ordinance passed before the effective date of this act and finally determined to be valid by a court of competent jurisdiction before or after the effective date of this act. This act does not affect the validity of any annexation ordinance passed in accordance with applicable law after March 13, 1985 and before the effective date of this act which becomes final on or after the effective date of this act.

“ D. This act does not affect the validity of any annexation by a city or town in a county having a population in excess of two hundred fifty thousand persons according to the 1980 United States decennial census if the annexation is pursuant to a petition circulated after March 13, 1985 and signed by seventy-five per cent of the real property owners in the territory proposed to be annexed, including the state land commissioner if state lands are included and if the annexation ordinance is passed before June 1, 1986.”

The 1989 amendment by Ch. 37 added subsec. N.

[Laws 1989, Ch. 242](#) , § 1 provides:

“ **Section 1. Limitation on deannexation of city territory; reannexation**

“ A. Notwithstanding any other provision of law, territory which has previously been deannexed from a city or town, which deannexed territory consists of less than eighty contiguous acres, which deannexed territory is not currently part of a city or town and which territory is completely surrounded by two or more cities or towns may be reannexed as provided in subsection B.

“ B. The city or town may reannex the deannexed territory meeting the requirements of subsection A back to the city or town by ordinance without a petition. Any costs or expenses paid to the city or town by petitioners in the deannexation for improvements or other costs related to providing municipal services or paid by the petitioners to the county for extraordinary expenses in providing normal government services shall be reimbursed by the city or town to the person paying the expenses if the payments were made pursuant to court order.”

The 1996 amendment by Ch. 27 rewrote par. 6 of subsec. A.

The 1997 amendment by Ch. 204 inserted the second and third sentences of subsec. A, par. 1; inserted “last ten days of the” preceding “thirty day waiting period” in subsec. A, par. 3; inserted provisions stating “real and personal property includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property” in subsec. A, par. 3(d) and par. 4; substituted “excluding rights-of-way and roadways” for “exclusive of highways” in subsec. H, par. 2; and substituted “as an alternative to the procedures established in this section, a county right-of-way or roadway” for “Notwithstanding any other provision of this section, a county right-of-way”, in subsec. N.

The 1999 amendment by Ch. 320 inserted “, other than state land utilized as state rights-of-way or land held by the state by tax deed,” in subsec. A, par. 1.

The amendment by Laws 2000, 4th S.S., Ch. 1 added subsec. O, requiring approval of an infrastructure and services plan.

The 2000 amendment by Ch. 179 added subsec. O (subsequently designated as subsec. P in the 2000 blend).

The 2002 amendment by Ch. 144 added subsec. Q.

The 2003 amendment by Ch. 145, rewrote subsec. Q, which had read:

“ **Q.** A city or town may annex territory that is a county owned park, a park operated on public lands by a county as part of a management agreement or land owned by a flood control district if otherwise agreed to by the board of supervisors. For the purposes of this subsection, ‘public lands’ has the same meaning prescribed in § 37-901.”

The 2006 amendment by Ch. 63 rewrote subsec. A, par. 1, and subsec. K, which had read:

[A.] “1. A city or town shall file in the office of the county recorder of the county in which the annexation is proposed a blank petition required by paragraph 4 of this subsection setting forth a description and an accurate map of all the exterior boundaries of the territory contiguous to the city or town proposed to be annexed. Notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The accurate map shall include all county rights-of-way and roadways with no taxable value that are within or contiguous to the exterior boundaries of the area of the proposed annexation. If state land, other than state land utilized as state rights-of-way or land held by the state by tax deed, is included in the territory, written approval of the state land commissioner and the selection board established by § 37-202 shall also be filed.”

“ **K.** The provisions of subsections H and I of this section shall not apply to territory which is surrounded by the same city or town or which is bordered by the same city or town on at least three sides.”

The 2008 amendment by Ch. 95 substituted “the owner’s property” for “their property” in the second sentence of subsec. A, par. 1; inserted the last sentence of subsec. D; and made other nonsubstantive changes.

The 2010 amendment by Ch. 245 deleted “with no taxable value” from after “all county rights-of-way and roadways” in the fourth sentence of subsec. A, par. 1; inserted “within sixty days of the annexation becoming final” at the end of the last sentence of subsec. D; and deleted “with no taxable real property” from after “county right-of-way or roadway” in subsec. N.

The 2011 amendment by Ch. 348 substituted “§ 9-101.01, subsection D” for “§ 9-101.01, subsection C” in subsec. M.

The 2013 amendment by Ch. 127 substituted “statement” for “list” in the first sentence of subsec. A, par. 3(d); rewrote subsec. D; substituted “a statement in writing showing the owner” for “therefor a statement in writing showing the owner” in subsec. G; rewrote subsecs. J and N; and made many nonsubstantive changes. Subsections D, J, and N had read:

“**D.** The annexation shall become final after the expiration of thirty days from the adoption of the ordinance annexing the territory by the city or town governing body, provided the annexation ordinance has been finally adopted in accordance with procedures established by statute, charter provisions or local ordinances, whichever is applicable, subject to the review of the court to determine the validity thereof if petitions in objection have been filed. After adoption of the annexation ordinance, the clerk of the city or town shall provide a copy of the adopted annexation ordinance to the clerk of the board of supervisors of each county that has jurisdiction over the annexed area within sixty days of the annexation becoming final.”

“**J.** Notwithstanding any provisions of this article to the contrary, any town incorporated prior to 1950 which had a population of less than two thousand persons by the 1970 census and which is bordered on at least three sides by Indian lands may annex by ordinance territory owned by the state within the same county for a new townsite which is not contiguous to the existing boundaries of the town.”

“**N.** As an alternative to the procedures established in this section, a county right-of-way or roadway may be annexed to an adjacent city or town by mutual consent of the governing bodies of the county and city or town if the property annexed is adjacent to the annexing city or town for the entire length of the annexation and if the city or town and county each

approve the proposed annexation as a published agenda item at a regular public meeting of their governing bodies.”

[Laws 2014, Ch. 134, § 3](#) , provides:

“ Sec. 3. Applicability; existing and future improvement districts formed for purchasing energy for the lighting of public streets and parks

“This act applies to:

“1. Any county improvement district that is formed for purchasing energy for the lighting of public streets and parks before or after the effective date of this act, and a city or town governing body may lawfully assume jurisdiction over an existing county improvement district pursuant to this act or a county improvement district that is formed after the effective date of this act.

“2. Any municipal improvement districts that are formed by a city or town for purchasing energy for the lighting of public streets and parks before or after the effective date of this act.”

The 2014 amendment by Ch. 134, in subsec. N, substituted “receiving” for “annexing” in the first sentence, and inserted the second sentence.

[Laws 2016, Ch. 93](#) , added subsec. R; and made nonsubstantive changes.

[Laws 2017, Ch. 86](#) , inserted the penultimate sentence in subsec. A, par. 1; substituted “within sixty days after the annexation becomes final” for “within sixty days of the annexation becoming final” in the last sentence of subsec. D; and made a nonsubstantive change.

Reviser’s Notes:

R.C.1928, §§ 417, 418, 419, 420 (16-702, 16-703, 16-704, 16-705, C. ‘39) provided for annexation of territory contiguous to a city or town by petition to the superior court. The provisions are omitted as unconstitutional. See *In re City of Phoenix*, [52 Ariz. 65, 79 P.2d 347 \(1938\)](#) .

1983 Note. Pursuant to authority of § 41-1304.02, in subsection B, second sentence, “Within ten days from the date of the first reading” was transposed to precede “the governing body of the city or town” [this provision was deleted in the 1986 amendment].

2000 Note. Prior to the 2002 amendments, this section contained the amendments made by Laws 2000, Fourth Special Session, Ch. 1, sec. 7 and Second Regular Session, Ch. 179, sec. 1 that were blended together pursuant to authority of § 41-1304.03.

2011 Note. In the chapter version in subsection Q, first sentence “may” should have appeared instead of “my”. Pursuant to authority of § 41-1304.02, “may” was substituted for “my” in the chapter version to correct a manifest clerical error.

Context and Analysis (10)

Cross References (3)

Special taxing districts, improvements districts for purchasing energy for lighting streets or parks, see [§ 48-961.01](#).
Territory in adjacent county, see [§ 9-134](#).
Townsites, see [§ 9-1101 et seq.](#)

Law Review And Journal Commentaries (1)

Privateland use, public regulation. Milton R. Schroeder, *Law & Soc.Ord.*, 1973, p. 747.

ALR Library (2)

[17 American Law Reports 5th 195](#), Right of One Governmental Subdivision to Challenge Annexation Proceedings by Another Such Subdivision.
[62 American Law Reports 1011](#), Facts Warranting Extension or Reduction of Municipal Boundaries.

Encyclopedias (1)

[81 Am. Jur. Proof of Facts 3d 285](#), Proof of Lack of Contiguity of Land Annexed by Municipality.

Treatises and Practice Aids (3)

[11 Arizona Practice A.R.S. § 9-471](#), Annexation of Territory; Procedures; Notice; Petitions; Access to Information; Restrictions.
[11A Arizona Practice A.R.S. § 37-202](#), Selection Board; Powers and Duties; Distribution of Central Arizona Project Water to State Trust Lands.
[3 Rathkopf's The Law of Zoning and Planning § 35:14 \(4th ed.\)](#), Standards for Incorporation and Annexation.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.F.

Meeting Date: 04/24/2019

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2019-067. A request by Glen T. Curtis on behalf of MJS Properties, L.T.D., property owner, for a Conditional Use Permit to allow the establishment of a religious institution to be located on the northeast corner of 5th Avenue and Union Street. **(Jose A. Guzman, Director of Planning and Zoning)**

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close public hearing
- C. Action on Conditional Use Permit Case No. 2019-067

SUMMARY:

The applicant is requesting a Conditional Use Permit to allow Iglesia Apostolica De La Fe En Cristo Jesus in the USA, a religious institution, to establish in a Medium-High Density Residential (R-2) zoning district. The proposed building is 8,843 square feet to be located in an approximately 2-acre lot within a portion of Assessor's Parcel ID Number [226-01-001](#).

Assessor's Parcel ID Number 226-01-001 is one parcel containing approximately 150 acres. Said parcel covers territory between the southeast corner of County 22nd Street and 4th Avenue and the northwest corner of Union Street and 6th Avenue. Although the land is physically separated by the East Main Canal and the Main Drain in different sections, it is only one parcel as per the Yuma County records. The map showing the complete parcel is attached to this report.

There are four zoning districts within Parcel 226-01-001, including Community Commercial (C-2), Medium Density Residential (R1-6), Medium-High Density Residential (R-2), and High-Density Residential (R-3). There is an existing house in the property within the parcel, but the majority of the property is being used for cultivation or is vacant land.

The 150-acre parcel is required to be divided into different parcels prior to any development taking place. This can be done through a lot split or subdivision plat process, whichever is applicable, in accordance with the City of San Luis Subdivision Regulations.

The owner submitted a lot split application for this project (Lot Split Case No. 2019-0155) and is currently under review by City staff. At the request of the applicant, the Conditional Use Permit is being processed before the Lot Split. Therefore the approval of the Conditional Use Permit will be conditioned that it will become effective after the approval and recordation of the Lot Split.

The purpose of the proposed Lot Split is to divide the 150-acre parcel and create a 2-acre parcel for the establishment of Iglesia Apostolica De La Fe En Cristo Jesus in the USA, a Religious Institution. The new 2-acre parcel will be located on the northeast corner of Union Street and 5th Avenue, adjacent to San Luis City Hall. Said parcel will be located within a Medium-High Density Residential (R-2) zoning district.

Religious Institutions are listed under Conditional Uses in the Medium-High Density Residential (R-2) zoning district. Conditional Use Permit Case No. 2019-067 is to allow a Religious Institution, Iglesia Apostolica De La Fe En Cristo Jesus in the USA, to be established in a Medium-High Density Residential (R-2) zoning district as required by City Code §152.091(C)(3).

GENERAL PLAN:

The area for the proposed church is designated as "Neighborhood" in the City of San Luis 2020 General Plan. The Neighborhood Land Use Designation includes all types of residential development, master planned communities, neighborhood and community scale commercial development and professional offices. The property is zoned as Medium-High Density Residential (R-2) which is one of the appropriate zoning districts in the "Neighborhood" category.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (30 letters). The city has not received any significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:

The Citizen Review Meeting was held on April 2, 2019, at City Hall Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments or concerns. There were no people from the public present.

PLANNING AND ZONING COMMISSION MEETING:

The Planning and Zoning Commission held a public hearing for this item on their regular meeting of April 9, 2019, at the City Hall Council Chambers. The commission agreed with the recommendation of staff and forwarded this case to the City Council with the recommendation of approval with conditions.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for review of the Conditional Use Permit. The Conditional Use Permit is to allow a Religious Institution on property located on the northeast corner of 5th Avenue and Union Street. It will still be required to comply with all applicable regulations adopted by the City.

Staff recommends approval of Conditional Use Permit Case No. 2019-067 subject to the following condition:

1. Conditional Use Permit will become effective only and after Lot Split Case No. [2019-0155](#) is approved and recorded.

The reason for approval is that the request meets the criteria of the City of San Luis Zoning Regulations and it is consistent with the City of San Luis 2020 General Plan.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONDITIONAL USE AS PRESENTED.

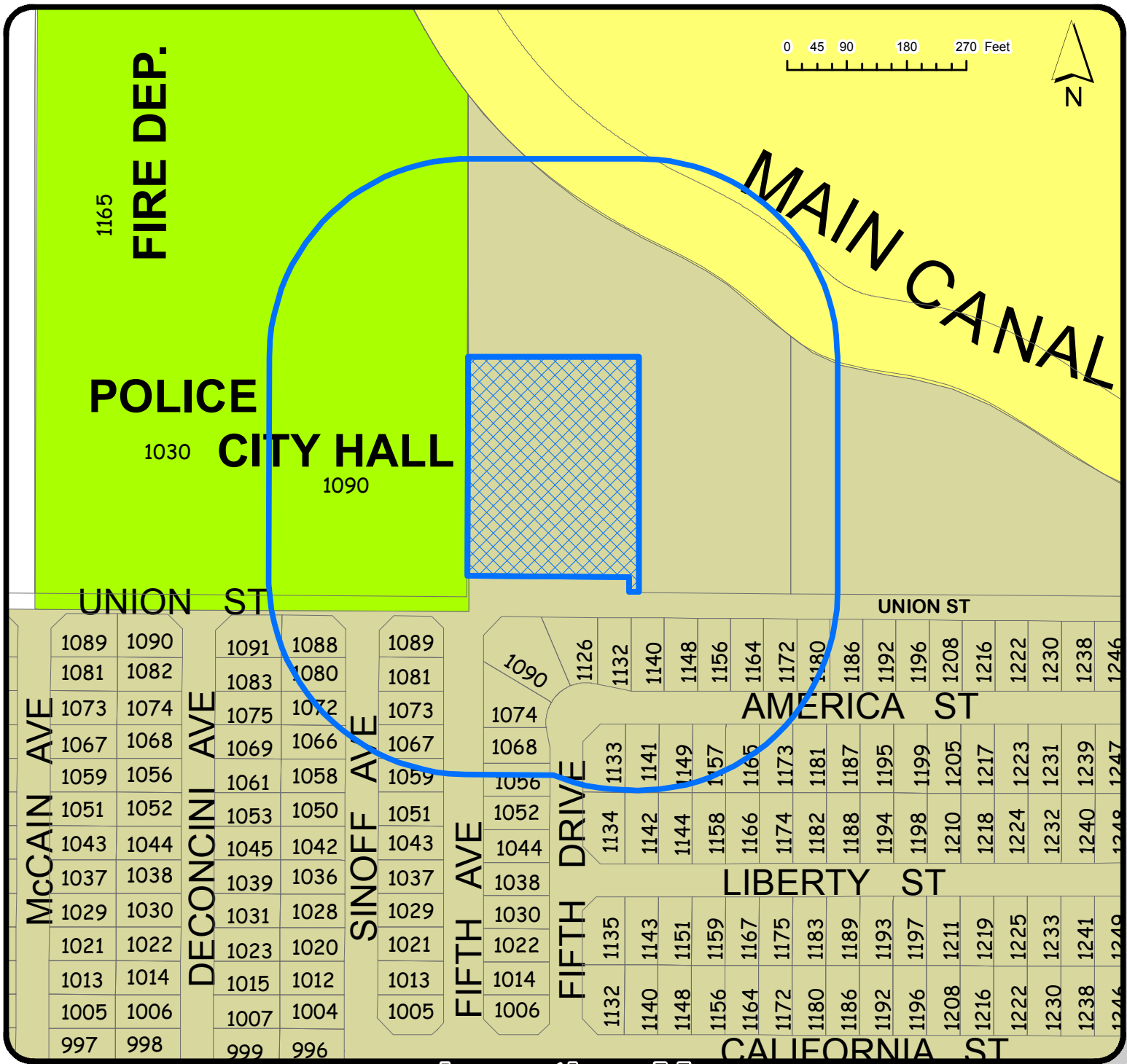
N/A

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
Site Plan
Assessor Parcel ID No. 22-01-001 Lot Split



LOCATION OF SUBJECT PROPERTY




Location Map

CONDITIONAL USE PERMIT

 Approximately 2 acres located on the north east corner of Union St and 5th Ave Intersection of Assessor's Parcel No. 226-01-001

 300ft Notification Area

Zoning Legend

- MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
- SINGLE RESIDENCE ZONING DISTRICTS
 -  RA-10
 -  R1-B

Date:
3/19/2019

Checked By:
ROMAN PACHECO

PLANNING & ZONING



GIS

Prepared By:
ISAAC GUTIERREZ

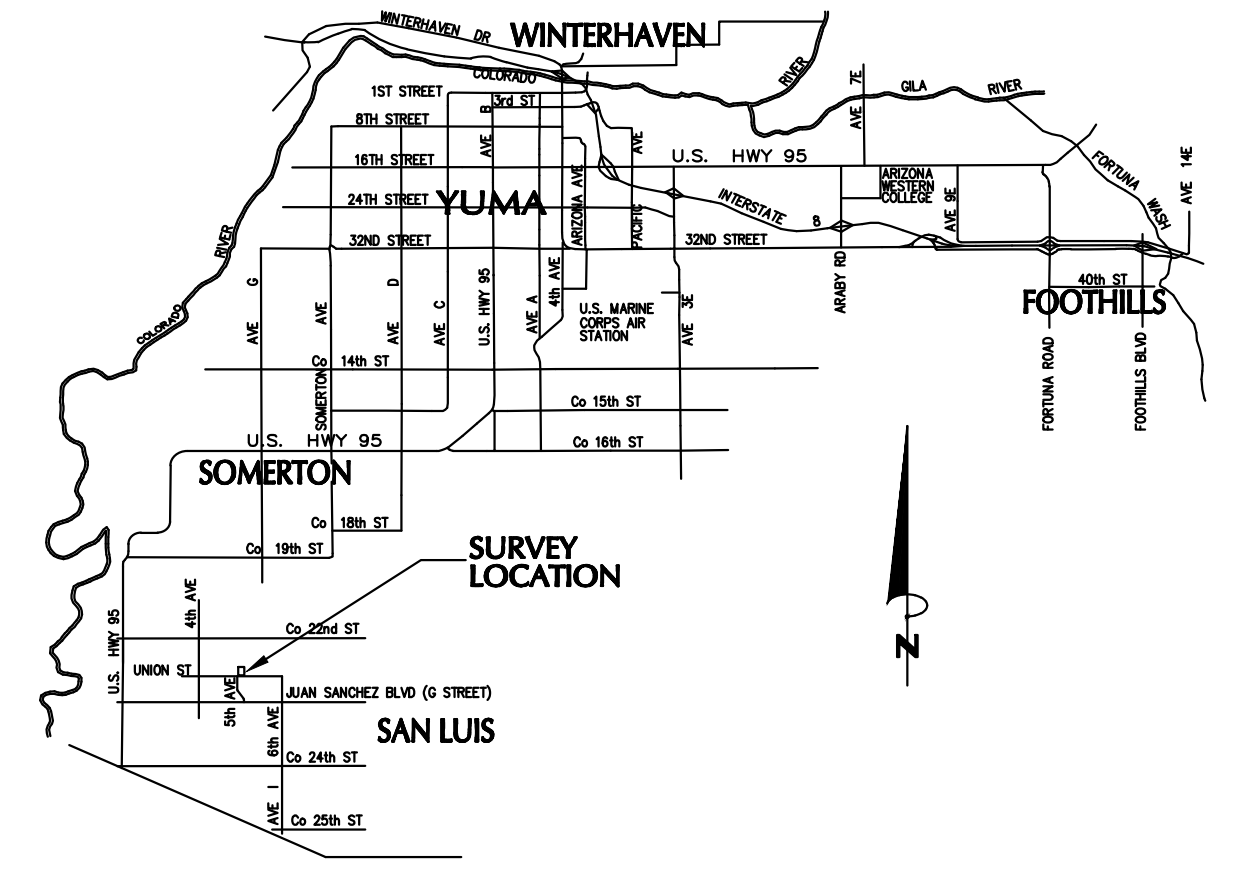
APPROVED BY:
JOSE A. GUZMAN

Case No.

2019-067

SE CORNER NE1/4 NE1/4 NW1/4 SE1/4 SECTION 1
 FOUND 1972 BLM BRASS CAP
 0.19' NORTH & 0.03' WEST

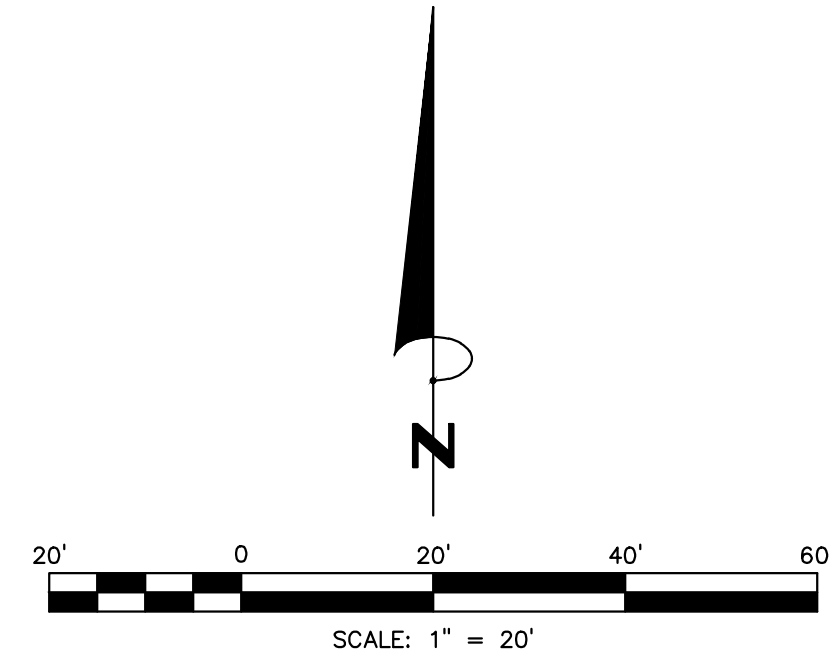
MJS PROPERTIES AZ LLC PART
 NOT A PART
 A.P.N. 226-01-001
 ZONING: RA-10



VICINITY MAP

NOTES

- DIMENSIONS ARE FROM FACE OF CURB.
- REFER TO BUILDING FLOOR PLANS, FOUNDATION PLANS AND WALL SECTIONS FOR COMPLETE DIMENSIONS OF BUILDING.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN.
- CONTRACTOR TO OBTAIN ENCROACHMENT PERMIT FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.
- CONTRACTOR SHALL MAINTAIN ACCESS AT ALL TIMES.
- CONTRACTOR TO PREPARE AND SUBMIT STORM WATER POLLUTION PREVENTION PLAN TO MEET EPA AND ADEQ SPECIFICATIONS. NOTICE OF INTENT SHALL BE SUBMITTED TO ADEQ 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITY.



LEGEND

- FOUND MONUMENT (TYPE AS NOTED)
- SET MONUMENT (TYPE AS NOTED)
- CENTER / SECTION LINE
- - - RIGHT-OF-WAY LINE
- - - EXISTING RIGHT-OF-WAY LINE
- PROPERTY LINE
- - - EASEMENT
- BK BOOK
- PG PAGE
- ROW RIGHT-OF-WAY
- Y.C.R YUMA COUNTY RECORDS
- FD FOUND
- GLO GOVERNMENT LAND OFFICE
- HH HAND HOLE
- 000-00-000 ASSESSORS PARCEL NUMBER

BASIS OF BEARINGS

BEARINGS ARE RELATIVE TO 1983 NAD 83 ARIZONA WEST STATE PLANE COORDINATE SYSTEM AS MEASURED BY GPS KINEMATIC SURVEY.

FLOOD ZONE DESIGNATION

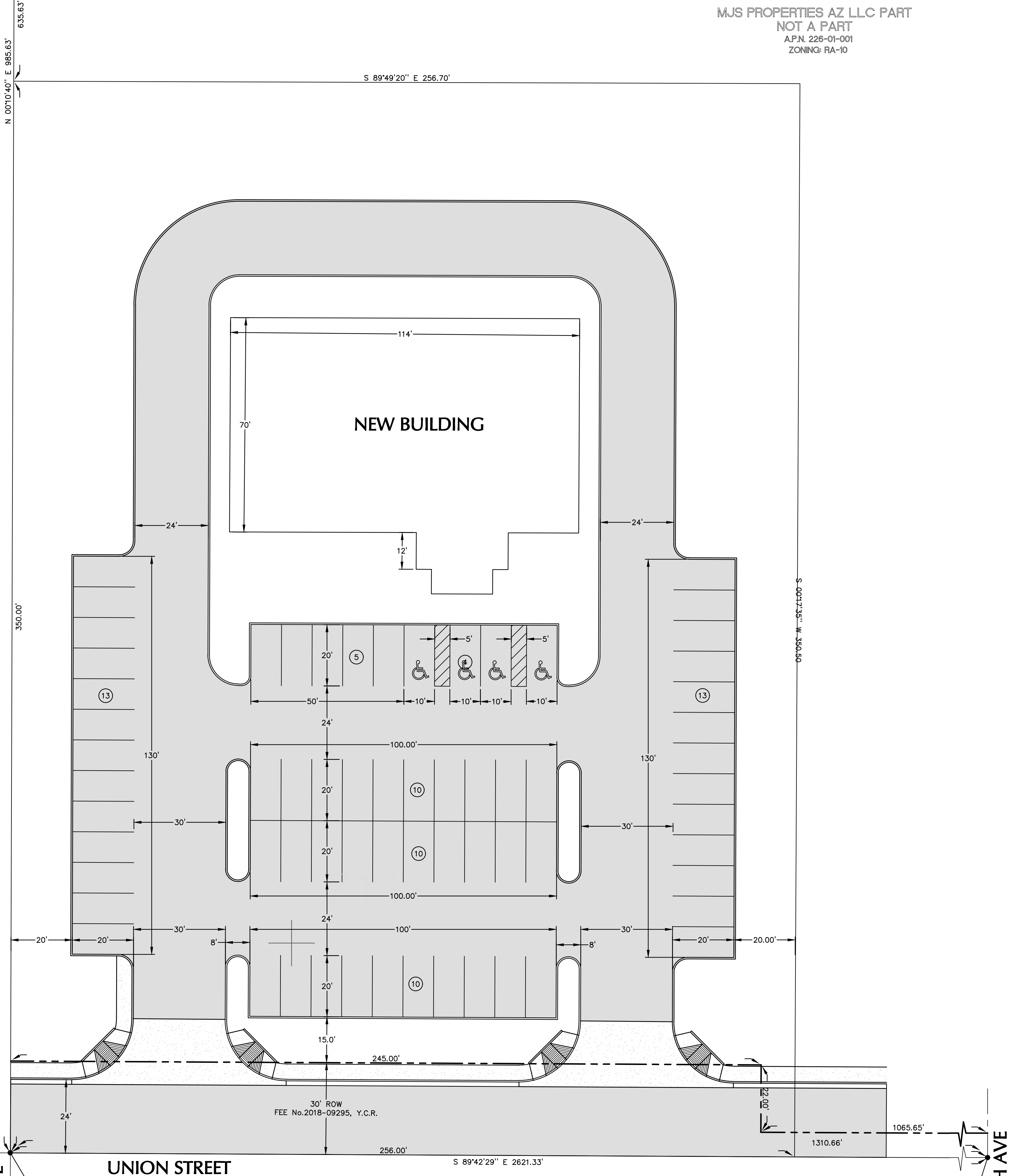
THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE X DESIGNATION.
 ZONE X - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
 REFERENCE - FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 04027C2135F DATED JANUARY 16, 2014, WHICH IS THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THIS PROJECT IS SITUATED.

PARKING PROVIDED

SPACES PROVIDED:	
PARKING SPACES	= 61 SPACES
HANDICAP PARKING SPACES	= 4 SPACES
TOTAL	= 65 SPACES

UTILITY DISCLAIMER

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



5TH AVE

UNION STREET

6TH AVE

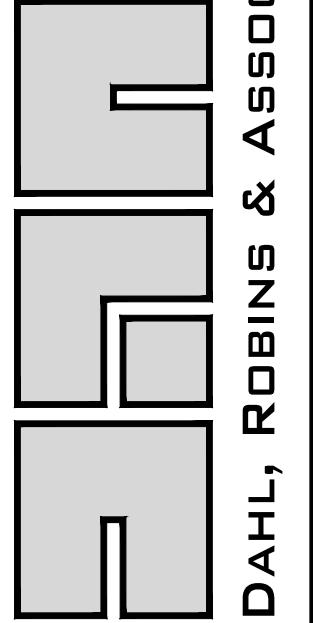
SW CORNER NE1/4 SE1/4 SECTION 1
 FOUND SAN LUIS BRASS CAP IN HAND HOLE
 STAMPED 'LS 18810'
 0.24' NORTH & 0.22' EAST OF CORNER

SE CORNER NE1/4 SE1/4 SECTION 1
 SET 1/2" REBAR W/ CAP 'LS 22767'
 FOUND 1972 BLM BRASS CAP
 0.55' EAST & 0.22' NORTH OF COR

SAN LUIS GOVERNMENT CENTER
 NOT A PART
 A.P.N. 226-01-004
 ZONING: RA-10

DRAWINGS ISSUE RECORD:
 DATE:

1660 S. 6th Avenue
 Yuma, AZ 85364
 Phone: (928) 819-0825
 Fax: (928) 819-0826
 www.dahlrobbins.com

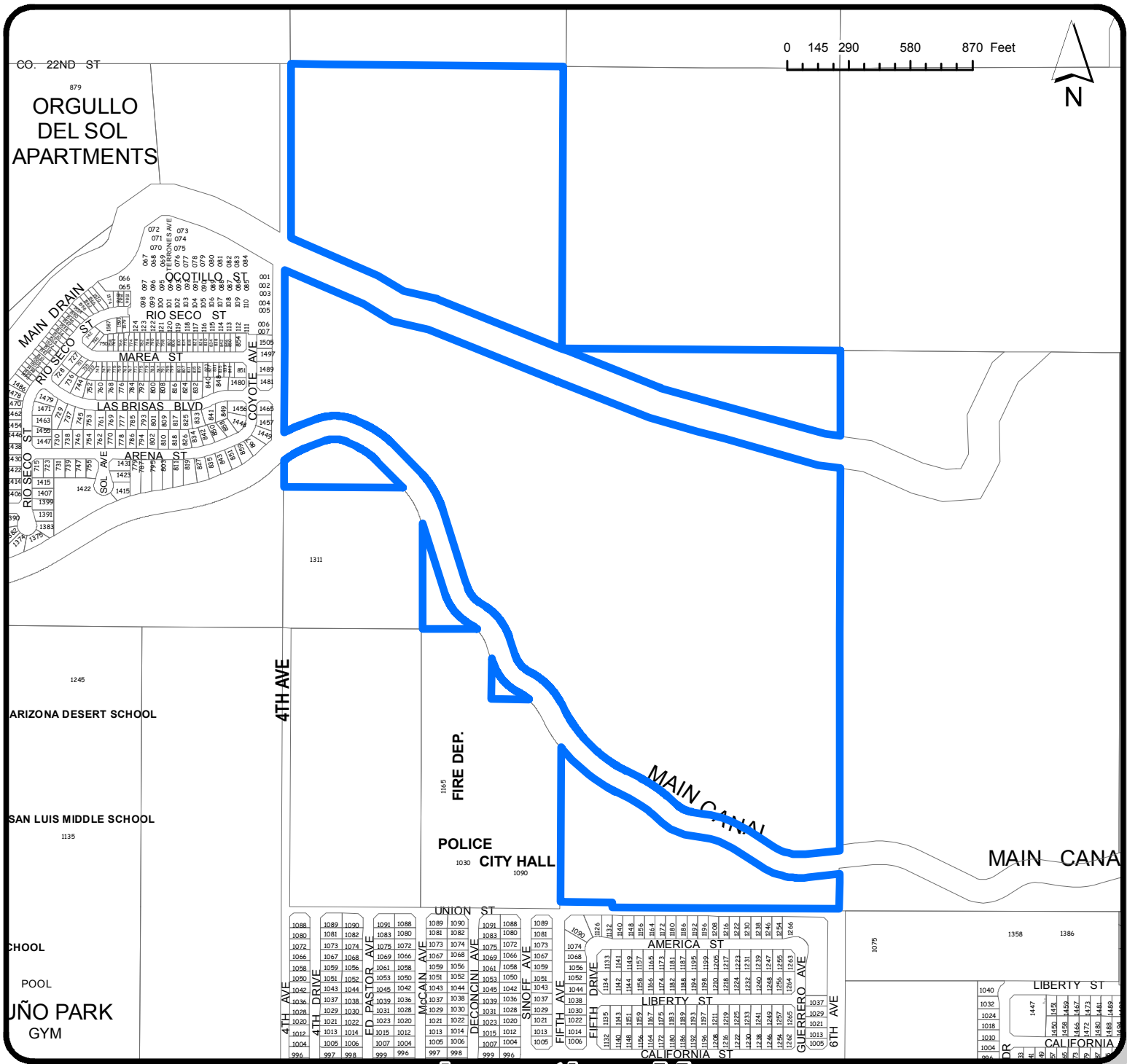


DAHL, ROBBINS & ASSOCIATES, INC.

NEW BUILDING
 UNION STREET
 SAN LUIS, AZ 85349
SITE PLAN

**PRELIMINARY
 NOT FOR CONSTRUCTION
 OR RECORDATION**

DATE: JAN 2019
 DESIGNED BY: DRA
 DRAWN BY: J.D.L.
 CHECKED BY: C.D.R.
 SURVEYED BY: M.A.C.
 PROJECT NO.: XXXX
 SHEET 1 OF 1



LOCATION OF SUBJECT PROPERTY

Location Map

LOT SPLIT

 Assessor's Parcel No. 226-01-001

Date:
3/19/2019

Checked By:
ROMAN PACHECO

PLANNING & ZONING



CITY OF SAN LUIS, AZ
INC. 1979

GIS

Prepared By:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

Case No.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.G.

Meeting Date: 04/24/2019

Department Head: Monica Castro, Director of Finance, Finance Department

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposal of an agreement contract between Automated Merchant Systems and the City of San Luis for credit and debit card merchant processing services. **(Jorge Perez, Billing & Collections Manager and Jonathan Dumadag, Senior IT Technician)**

SUMMARY:

The City of San Luis is currently accepting credit and debit card payments for all of its services (Utility, Permits, Licenses, Building Safety, etc.). Unfortunately, payments are not being reflected in our billing software until the following business day. This occurs because our billing software and our online payment provider do not integrate/support each other. Due to this issue, staff must perform some manual entries to be able to post electronic payments into our billing software. Because of this, we are aware of the possibility of human error or delays.

Staff has been exploring the possibility of working with a new merchant services provider that will allow us to take and post payments in real time into our billing software (Tyler - New World). By doing this, electronic payments will post automatically without manual entries diminishing the possibility of human error. Our service would improve by increasing payment processing accuracy.

This new merchant services provider would also allow the City of San Luis to add other online services in the near future. Some of the new services/solutions to be provided to the public include new card reader devices. These new card readers are highly secured to protect customer's personal information and credit/debit card integrity. They will also allow customers to use their credit card chip technology, ability to provide an electronic signature, and most importantly to make payments over the counter without having to hand out their credit/debit card to the customer service representative.

Merchant fees will vary depending on the credit card type (payment brand), i.e. Visa, MasterCard, Discover or American Express. The internet gateway third-party fee will be \$0.10 per transaction.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENTS NECESSARY TO IMPLEMENT AUTOMATIC POSTING TO UTILITY CUSTOMER ACCOUNTS OF PAYMENTS FROM ON-LINE, CREDIT AND DEBIT CARDS.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: UNDETERMINED
BUDGETED AMOUNT: \$34,100.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: BANK SERVICES /
100-750-80040 / \$12,800.00

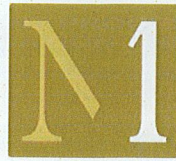
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

G/L ACCOUNT - BANK SERVICES
G/L ACCOUNT #100-750-80040
G/L ACCOUNT BALANCE \$12,800.00

It is estimated that one year of service will cost \$34,100. The budget of \$12,800 will cover for services incurred during this fiscal year ending June 30th, 2019.

Attachments

Merchant Application and Fee Schedule
AMS Rate Schedule
Disclosure Page



MERCHANT PROCESSING AGREEMENT APPLICATION AND FEE SCHEDULE

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Nancy Murphy 1030	DATE:
-------------------	---------------------------------------	--------------

Corporate/ Legal Name: City of San Luis		Federal Tax ID Number: 86-0376164	
Address (Physical Location): 1090 E. Union St		Mailing Address: PO Box 3750	
City: San Luis	State: AZ	Zip: 85349	City: San Luis
			State: AZ
			Zip: 85349
Business Phone #: (928) 341-8570	Fax #: (928) 341-8549	Website Address: www.cityofsanluis.org	

TYPE OF BUSINESS: <u>City Government</u>	CHAIN MERCHANT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NUMBER OF YEARS IN BUSINESS: <u>20+Years</u>	BUSINESS LICENSE #: _____

CURRENT PROCESSOR: _____	POS DEBIT: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NETWORK: _____
---------------------------------	---	-----------------------

(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT

TRADE REFERENCES:			
Company: _____	Contact: _____	Phone: _____	Fax: _____
	Account Type: _____		
Company: _____	Contact: _____	Phone: _____	Fax: _____
	Account Type: _____		

Authorized Signer (First): MI: Last: Tadeo A. DeLaHoya	Title: City Manager	Phone Number: (928) 341-8520	Email Address: tdelahoya@cityofsanluis.org
Alternate (First): MI: Last: _____	Title: _____	Phone Number: _____	Email Address: _____
Alternate (First): MI: Last: _____	Title: _____	Phone Number: _____	Email Address: _____

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

By checking this box, Merchant opts out of accepting American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, INC.	
Merrick Bank Corporation	Automated Merchant Systems, Inc.
By: _____	By: _____
135 Crossways Drive North, Suite A Woodbury, NY 11797	1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465
Date	Date

The Fee Schedule

You agree to pay all Payment Brand fees, transaction processing costs and other processing fees on debit and credit transactions as set forth herein. You authorize and direct Member Bank to charge such fees and costs to you by monthly debit through the ACH system to your designated DDA account. For a list of Merchant Interchange Rates, refer to <https://www.automatedmerchant.com/rateschedule.html>. Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay early termination fees, if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Non-Program Location Fees, Third Party Costs, and Dispute Item Costs

Setup Fee	Monthly Statement	Monthly Minimum	Chargebacks	ACH Rejects	Breach Assurance Program	Optional Reporting Fee
\$ _____	\$ 7.50	\$ 10.00	\$ 15.00	\$ 30.00	\$ 9.95 Per MID	\$ 8.00
<i>Early Termination Fee See Section 10</i>					\$100,000.00 Coverage	Per User ID

Per Transaction Fees

Visa, Mastercard, Discover, & American Express

	Auth / Decline	Capture	Interchange Markup	Non-PCI Markup	Voice Auth
Credit	\$ 0.10	\$ 0.05	0.25 %	0.00 %	\$ 0.75
Debit	\$ 0.10	\$ 0.05			
PIN	\$ 0.00	\$ 0.00	N / A	N / A	N / A

ACH Service Fees

Setup Fee	Monthly Access Fee	Transaction Fee	Transaction Return Fee	Transaction Re-Deposit Fee
\$ 250.00	\$ 10.00	\$ 0.50	\$ 5.00	\$ 2.50

PCI Compliant Internet Gateway Third Party Costs

Gateway	Setup Fee	* Monthly Fee	* Per Transaction	* Threshold
USAePay	\$ 150.00	\$ 20.00	\$ 0.10	250
BridgePay	Waived	Waived	\$ 0.10	0
Plug-N-Pay	\$ 150.00	\$ 15.00	\$ 0.075	200
Authorize.net	\$ 100.00	\$ 20.00	\$ 0.10	0
* TNSI Synapse	N / A	\$ 20.00	\$ 0.10	0

* *Monthly Fee*: includes standard features, adding features may increase the monthly fee.

* *Per Transaction Fee* only applies after transaction *Threshold* exceeded per month.

* *TNSI Synapse* allows supported wireless terminals to connect using GPRS / CDMA modems.

Merchant:	City of San Luis

Signature of Authorized Signer	Date

Print Name	Title



January 2019 Payment Brand Mastercard: Interchange Rate Schedule



Consumer	Regulated	Reg. w/FA	Debit Exempt	Prepaid Exempt	Consumer Core	Enhanced	World	World Elite	High Value
Merit 3	0.05% + \$ 0.21	0.05% + \$ 0.22	1.05% + \$ 0.15	1.05% + \$ 0.15	1.58% + \$ 0.10	1.73% + \$ 0.10	1.77% + \$ 0.10	2.20% + \$ 0.10	2.20% + \$ 0.10
Key Entered	0.05% + \$ 0.21	0.05% + \$ 0.22	1.60% + \$ 0.15	1.76% + \$ 0.20	1.89% + \$ 0.10	2.04% + \$ 0.10	2.05% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10
Merit 1	General	0.05% + \$ 0.21	0.05% + \$ 0.22	1.60% + \$ 0.15	1.76% + \$ 0.20	1.89% + \$ 0.10	2.04% + \$ 0.10	2.05% + \$ 0.10	2.50% + \$ 0.10
	Insurance	0.05% + \$ 0.21	0.05% + \$ 0.22	1.60% + \$ 0.15	1.76% + \$ 0.20	1.43% + \$ 0.05	1.43% + \$ 0.05	2.05% + \$ 0.10	2.20% + \$ 0.10
	Real Estate	0.05% + \$ 0.21	0.05% + \$ 0.22	1.10% + \$ 0.00	1.76% + \$ 0.20	1.10% + \$ 0.00	1.10% + \$ 0.00	2.20% + \$ 0.10	2.20% + \$ 0.10
Standard	0.05% + \$ 0.21	0.05% + \$ 0.22	1.90% + \$ 0.25	1.90% + \$ 0.25	2.95% + \$ 0.10	2.95% + \$ 0.10	2.95% + \$ 0.10	3.25% + \$ 0.10	3.25% + \$ 0.10
Small Ticket	0.05% + \$ 0.21	0.05% + \$ 0.22	1.55% + \$ 0.04	1.55% + \$ 0.04	-----	-----	-----	-----	-----

International	Regulated	Reg. w/FA	Core	Premium	Super Prem.	Commercial	Purchasing	Comm. Prem.	Non - U.S.
Electronic	0.05% + \$ 0.21	0.05% + \$ 0.22	1.10% + \$ 0.00	1.85% + \$ 0.00	1.98% + \$ 0.00	1.85% + \$ 0.00	2.00% + \$ 0.00	-----	1.10% + \$ 0.00
Standard	0.05% + \$ 0.21	0.05% + \$ 0.22	1.60% + \$ 0.00	1.85% + \$ 0.00	1.98% + \$ 0.00	2.00% + \$ 0.00	-----	2.00% + \$ 0.00	-----
Data Rate II	0.05% + \$ 0.21	0.05% + \$ 0.22	-----	-----	-----	-----	1.70% + \$ 0.00	-----	-----
Large Ticket	0.05% + \$ 0.21	0.05% + \$ 0.22	-----	-----	-----	-----	0.90% + \$ 30.00	-----	-----
Chip	0.05% + \$ 0.21	0.05% + \$ 0.22	-----	-----	1.98% + \$ 0.00	-----	-----	-----	-----

Commercial	Corporate	Corporate World	Corp World Elite	Purchasing	Fleet
Data Rate III	1.90% + \$ 0.10	1.90% + \$ 0.10	1.90% + \$ 0.10	1.90% + \$ 0.10	1.90% + \$ 0.10
Data Rate II	2.50% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10
Data Rate I	* 2.65% + \$ 0.10	2.70% + \$ 0.10	2.70% + \$ 0.10	* 2.65% + \$ 0.10	-----
Standard	* 2.95% + \$ 0.10	2.95% + \$ 0.10	2.95% + \$ 0.10	* 2.95% + \$ 0.10	-----
Large Ticket	1.25% + \$40.00	1.25% + \$40.00	1.25% + \$40.00	1.25% + \$40.00	1.25% + \$40.00
DR2 Petroleum	2.05% + \$ 0.10	-----	-----	2.05% + \$ 0.10	2.05% + \$ 0.10

Business	Level 1	Level 2	Level 3	Level 4	Business World	Bus World Elite	CHARITIES	ALL CARDS
Data Rate III	1.75% + \$ 0.10	1.91% + \$ 0.10	1.96% + \$ 0.10	2.06% + \$ 0.10	1.91% + \$ 0.10	1.96% + \$ 0.10	Consumer CR	2.00% + \$ 0.10
Data Rate II	2.00% + \$ 0.10	2.16% + \$ 0.10	2.21% + \$ 0.10	2.31% + \$ 0.10	2.16% + \$ 0.10	2.21% + \$ 0.10	Consumer DB	1.45% + \$ 0.15
Data Rate I	* 2.65% + \$ 0.10	2.81% + \$ 0.10	2.86% + \$ 0.10	2.96% + \$ 0.10	2.81% + \$ 0.10	2.86% + \$ 0.10	Commercial	2.00% + \$ 0.10
Standard	* 2.95% + \$ 0.10	3.11% + \$ 0.10	3.16% + \$ 0.10	3.26% + \$ 0.10	3.11% + \$ 0.10	3.16% + \$ 0.10		
Utility	0.00% + \$ 1.50	0.00% + \$ 1.50	0.00% + \$ 1.50	0.00% + \$ 1.50	0.00% + \$ 1.50	0.00% + \$ 1.50		
Large Ticket	1.20% + \$40.00	1.36% + \$40.00	1.41% + \$40.00	1.51% + \$40.00	1.36% + \$40.00	1.41% + \$40.00		
DR2 Petroleum	-----	-----	-----	-----	2.16% + \$ 0.10	2.21% + \$ 0.10		

Public Sector	Regulated	Reg. w/FA	Debit Exempt	Prepaid Exempt	Consumer Core	Enhanced	World	World Elite	High Value
Public Sect / Emerging Mkt	0.05% + \$ 0.21	0.05% + \$ 0.22	0.65% + \$ 0.15	0.65% + \$ 0.15	1.55% + \$ 0.10	1.55% + \$ 0.10	1.55% + \$ 0.10	1.55% + \$ 0.10	1.55% + \$ 0.10
Utility	0.05% + \$ 0.21	0.05% + \$ 0.22	0.00% + \$ 0.45	0.00% + \$ 0.65	0.00% + \$ 0.65	0.00% + \$ 0.65	0.00% + \$ 0.65	0.00% + \$ 0.75	0.00% + \$ 0.75
Service Industries	0.05% + \$ 0.21	0.05% + \$ 0.22	1.15% + \$ 0.05	1.15% + \$ 0.05	1.15% + \$ 0.05	1.15% + \$ 0.05	1.15% + \$ 0.05	1.15% + \$ 0.05	1.15% + \$ 0.05

T&E Consumer	Regulated	Reg. w/FA	Debit Exempt	Prepaid Exempt	Consumer Core	Enhanced	World	World Elite	High Value
Restaurant	0.05% + \$ 0.21	0.05% + \$ 0.22	1.19% + \$ 0.10	1.19% + \$ 0.10	-----	-----	1.73% + \$ 0.10	2.20% + \$ 0.10	2.20% + \$ 0.10
Convenience Purchases	0.05% + \$ 0.21	0.05% + \$ 0.22	-----	-----	1.90% + \$ 0.00	1.90% + \$ 0.00	2.00% + \$ 0.00	2.00% + \$ 0.10	2.00% + \$ 0.00
Large Ticket	-----	-----	-----	-----	-----	-----	-----	2.00% + \$ 0.00	2.00% + \$ 0.00
World T&E	0.05% + \$ 0.21	0.05% + \$ 0.22	-----	-----	-----	-----	2.30% + \$ 0.10	2.75% + \$ 0.10	2.75% + \$ 0.10
Lodging / Auto Rental	0.05% + \$ 0.21	0.05% + \$ 0.22	1.15% + \$ 0.15	1.15% + \$ 0.15	1.58% + \$ 0.10	1.80% + \$ 0.10	-----	-----	-----
Service Station	0.05% + \$ 0.21	0.05% + \$ 0.22	0.70% + \$ 0.17	0.70% + \$ 0.17	-----	-----	-----	-----	-----
Petroleum	0.05% + \$ 0.21	0.05% + \$ 0.22	0.70% + \$ 0.17	0.70% + \$ 0.17	1.90% + \$ 0.00	1.90% + \$ 0.00	2.00% + \$ 0.00	2.00% + \$ 0.00	2.00% + \$ 0.00
Passenger Transport	0.05% + \$ 0.21	0.05% + \$ 0.22	1.60% + \$ 0.15	1.60% + \$ 0.15	1.75% + \$ 0.10	1.90% + \$ 0.10	-----	-----	-----

T&E Commercial	Corporate	Corp. World	Corp. World Elite	Purchasing	Fleet
T & E I	2.75% + \$ 0.00	2.75% + \$ 0.10	2.75% + \$ 0.10	2.75% + \$ 0.00	2.75% + \$ 0.00
T & E II	2.60% + \$ 0.10	2.60% + \$ 0.10	2.60% + \$ 0.10	2.60% + \$ 0.10	2.60% + \$ 0.10
T & E III	2.55% + \$ 0.10	2.55% + \$ 0.10	2.55% + \$ 0.10	2.55% + \$ 0.10	2.55% + \$ 0.10

T&E Business	Level 1	Level 2	Level 3	Level 4	Business World	Bus World Elite
T & E I	2.50% + \$ 0.00	2.66% + \$ 0.00	2.71% + \$ 0.00	2.81% + \$ 0.00	2.66% + \$ 0.00	2.71% + \$ 0.00
T & E II	2.35% + \$ 0.10	2.51% + \$ 0.10	2.56% + \$ 0.10	2.66% + \$ 0.10	2.51% + \$ 0.10	2.56% + \$ 0.10
T & E III	2.30% + \$ 0.10	2.46% + \$ 0.10	2.51% + \$ 0.10	2.61% + \$ 0.10	2.46% + \$ 0.10	2.51% + \$ 0.10

Payment Brand Transaction Fees

		Credit	Debit
Ntwk Access Brand Usage Fee - Auth	Applies to each authorized record from U.S. merchants for U.S. cardholders (does not apply to offline transactions)	\$ 0.0195	\$ 0.0195
Ntwk Access Brand Usage Fee - Settle	Applies to each settled record from U.S. merchants for U.S. cardholders (only applies to settled offline transactions)	\$ 0.0195	\$ 0.0195
Partial/Full Reversal Authorization Fee	Applies to all transactions submitted for reversal of authorization	\$ 0.0450	\$ 0.0450
Status Inquiry Intraregional Fee	Applies when merchant submits a \$0.00 dollar status Account Status Inquiry request along with AVS, CVC2 or both.	\$ 0.0250	\$ 0.0250
Status Inquiry Interregional Fee	Applies when merchant submits a \$0.00 dollar status Account Status Inquiry request along with AVS, CVC2 or both.	\$ 0.0300	\$ 0.0300
Processing Integrity Fee	1) Auth not settled/Reversed within 120 Days. 2) Reversal sent more than 24 hours following Card Present. 3) Reversal sent more than 72 hours following Card Not Present	\$ 0.0550	\$ 0.0550

Payment Brand Location Fees

		Per Month
Merchant Location Fee	Applies to each merchant location that accepts card transactions using the MasterCard network. (exempt SIC: 8398, 8661) - \$1.25 will be assessed each month beginning with the June 2017 merchant statement. - Q1 2017 fee of \$3.75 will be assessed on the May 2017 merchant statement. - 2016 fee of \$7.50 will be assessed on the April 2017 merchant statement.	\$ 1.25

Payment Brand Volume Fees

		Credit	Debit
Acquirer Brand Volume Fee	The assessment applies to gross transaction volume on all MasterCard Card Types below \$1,000.01	0.1300 %	0.1300 %
Acquirer Brand Volume Fee (\$1k +)	This assessment applies to gross transaction volume on all MasterCard Card Types above \$1,000.00	0.1400 %	0.1400 %
Cross Border Assessment	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S. and settled in USD	0.6000 %	0.6000 %
Acquirer Program Support Fee	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S. and settled in USD	0.8500 %	0.8500 %
Global Wholesale Travel B2B Acq Fee	Applies to all MC B2B (MBS) card product sale transactions (contact AMS for a list of eligible industries)	1.5700 %	1.5700 %
Acquirer License Fee	Applies to All MasterCard Transactions	0.0050 %	0.0050 %
Digital Enablement Fee	Applies to All Card Not Present transactions	0.0100 %	0.0100 %

January 2019 Payment Brand Visa: Interchange Rate Schedule



Consumer	Regulated	Reg. w/FA	Debit Exempt	Prepaid Exempt	Consumer	Signature	Signature Pref.	Infinite	Rewards
CPS Retail	0.05% + \$ 0.22	0.05% + \$ 0.22	0.80% + \$ 0.15	1.15% + \$ 0.15	1.51% + \$ 0.10	-----	2.10% + \$ 0.10	2.10% + \$ 0.10	1.65% + \$ 0.10
CPS Keyed	0.05% + \$ 0.22	0.05% + \$ 0.22	1.65% + \$ 0.15	1.75% + \$ 0.20	1.80% + \$ 0.10	-----	-----	-----	1.95% + \$ 0.10
CPS Card Not Present	0.05% + \$ 0.22	0.05% + \$ 0.22	1.65% + \$ 0.15	1.75% + \$ 0.20	1.80% + \$ 0.10	-----	2.40% + \$ 0.10	2.40% + \$ 0.10	1.95% + \$ 0.10
E.I.R.F.	0.05% + \$ 0.22	0.05% + \$ 0.22	1.75% + \$ 0.20	1.80% + \$ 0.20	2.30% + \$ 0.10	-----	2.40% + \$ 0.10	2.40% + \$ 0.10	-----
Standard	0.05% + \$ 0.22	0.05% + \$ 0.22	1.90% + \$ 0.25	1.90% + \$ 0.25	2.70% + \$ 0.10	-----	2.95% + \$ 0.10	2.95% + \$ 0.10	-----
Preferred eCommerce	0.05% + \$ 0.22	0.05% + \$ 0.22	1.60% + \$ 0.15	1.75% + \$ 0.20	1.80% + \$ 0.10	-----	-----	-----	1.95% + \$ 0.10
Basic eCommerce	0.05% + \$ 0.22	0.05% + \$ 0.22	1.65% + \$ 0.15	1.75% + \$ 0.20	1.80% + \$ 0.10	-----	-----	-----	1.95% + \$ 0.10
Small Ticket	0.05% + \$ 0.22	0.05% + \$ 0.22	1.55% + \$ 0.04	1.60% + \$ 0.05	1.65% + \$ 0.04	-----	-----	-----	-----

International	Regulated	Consumer	Premium	Super Prem.	Electron	Signature	Signature Pref.	Commercial
Chip	0.05% + \$ 0.22	1.20% + \$ 0.00	1.80% + \$ 0.00	1.97% + \$ 0.00	1.20% + \$ 0.00	-----	-----	-----
eCommerce	0.05% + \$ 0.22	1.44% + \$ 0.00	1.80% + \$ 0.00	1.97% + \$ 0.00	-----	-----	-----	-----
Electronic	0.05% + \$ 0.22	1.10% + \$ 0.00	1.80% + \$ 0.00	1.97% + \$ 0.00	1.10% + \$ 0.00	-----	-----	-----
Standard	0.05% + \$ 0.22	1.60% + \$ 0.00	1.80% + \$ 0.00	1.97% + \$ 0.00	1.60% + \$ 0.00	-----	-----	-----
Interregional	0.05% + \$ 0.22	-----	-----	-----	-----	-----	-----	2.00% + \$ 0.00

Commercial	Business Regulated	Bus. Reg. w/FA	Business Debit	Bus. Prepaid	Business T1	Business T2	Business T3	Business T4	Corporate	Purchasing
Level III	0.05% + \$ 0.22	0.05% + \$ 0.22	-----	-----	-----	-----	-----	-----	1.90% + \$ 0.10	1.90% + \$ 0.10
Level II	0.05% + \$ 0.22	0.05% + \$ 0.22	-----	-----	2.05% + \$ 0.10	2.05% + \$ 0.10	2.05% + \$ 0.10	2.20% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10
Business 2 Business	0.05% + \$ 0.22	0.05% + \$ 0.22	-----	-----	2.10% + \$ 0.10	2.25% + \$ 0.10	2.40% + \$ 0.10	2.50% + \$ 0.10	2.55% + \$ 0.10	2.55% + \$ 0.10
Card Not Present	0.05% + \$ 0.22	0.05% + \$ 0.22	2.45% + \$ 0.10	2.65% + \$ 0.10	2.25% + \$ 0.10	2.45% + \$ 0.15	2.60% + \$ 0.20	2.70% + \$ 0.20	2.70% + \$ 0.10	2.70% + \$ 0.10
Retail	0.05% + \$ 0.22	0.05% + \$ 0.22	1.70% + \$ 0.10	2.15% + \$ 0.10	2.20% + \$ 0.10	2.30% + \$ 0.10	2.40% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10	2.50% + \$ 0.10
Electronic	0.05% + \$ 0.22	0.05% + \$ 0.22	-----	-----	2.40% + \$ 0.10	2.75% + \$ 0.15	2.85% + \$ 0.20	2.95% + \$ 0.20	2.95% + \$ 0.10	2.95% + \$ 0.10
Standard	0.05% + \$ 0.22	0.05% + \$ 0.22	2.95% + \$ 0.10	2.95% + \$ 0.10	2.95% + \$ 0.20	2.95% + \$ 0.20	2.95% + \$ 0.20	2.95% + \$ 0.25	2.95% + \$ 0.10	2.95% + \$ 0.10
Utility Fee Program	0.05% + \$ 0.22	0.05% + \$ 0.22	0.00% + \$ 1.50	0.00% + \$ 1.50	0.00% + \$ 1.50	-----	-----	-----	-----	-----
GSA Large Ticket	0.05% + \$ 0.22	0.05% + \$ 0.22	-----	-----	-----	-----	-----	-----	-----	1.20% + \$39.00
Large Ticket	0.05% + \$ 0.22	0.05% + \$ 0.22	-----	1.45% + \$35.00	-----	-----	-----	-----	-----	1.45% + \$35.00

Public Sector	Regulated	Reg. w/FA	Debit Exempt	Prepaid Exempt	Consumer	Signature	Signature Pref.	Infinite	Rewards
CPS Retail 2	0.05% + \$ 0.22	0.05% + \$ 0.22	0.65% + \$ 0.15	0.65% + \$ 0.15	1.43% + \$ 0.05	-----	-----	-----	-----
Government	0.05% + \$ 0.22	0.05% + \$ 0.22	0.65% + \$ 0.15	0.65% + \$ 0.15	1.55% + \$ 0.10	-----	-----	-----	-----
Utility Fee Program	0.05% + \$ 0.22	0.05% + \$ 0.22	0.00% + \$ 0.65	-----	0.00% + \$ 0.75	-----	-----	-----	-----
Charity / Religious Org	0.05% + \$ 0.22	0.05% + \$ 0.22	0.00% + \$ 0.65	-----	1.35% + \$ 0.05	-----	-----	-----	-----

T&E Consumer	Regulated	Reg. w/FA	Debit Exempt	Prepaid Exempt	Consumer
Restaurant	0.05% + \$ 0.22	0.05% + \$ 0.22	1.19% + \$ 0.10	1.15% + \$ 0.15	1.54% + \$ 0.10
Hotel/Car Card Present	0.05% + \$ 0.22	0.05% + \$ 0.22	1.19% + \$ 0.10	1.15% + \$ 0.15	1.54% + \$ 0.10
Hotel/Car Card Not Present	0.05% + \$ 0.22	0.05% + \$ 0.22	1.70% + \$ 0.15	1.75% + \$ 0.20	1.54% + \$ 0.10
Service Station/Auto Fuel	0.05% + \$ 0.22	0.05% + \$ 0.22	0.80% + \$ 0.15	1.15% + \$ 0.15	1.15% + \$ 0.25
Passenger Transport CP	0.05% + \$ 0.22	0.05% + \$ 0.22	1.19% + \$ 0.10	1.15% + \$ 0.15	1.70% + \$ 0.10
Passenger Transport CNP	0.05% + \$ 0.22	0.05% + \$ 0.22	1.70% + \$ 0.15	1.75% + \$ 0.20	1.70% + \$ 0.10

T&E Commercial	Regulated Debit	Travel Service
Business T1	0.05% + \$ 0.22	2.40% + \$ 0.10
Business T2	0.05% + \$ 0.22	2.75% + \$ 0.15
Business T3	0.05% + \$ 0.22	2.85% + \$ 0.20
Business T4	0.05% + \$ 0.22	2.95% + \$ 0.20
Corporate Card	0.05% + \$ 0.22	2.65% + \$ 0.10
Purchase Card	0.05% + \$ 0.22	2.65% + \$ 0.10

Payment Brand Transaction Fees

Acquirer Processing Fee	Applies to all authorized transactions regardless of whether the transaction is actually settled.	Credit	Debit
		\$ 0.0195	\$ 0.0155
Misuse of Authorization Fee	Applies to Visa authorizations that are not followed by a matching clearing transaction.	\$ 0.0900	\$ 0.0900
Zero Dollar Verification Fee	Applies when you want to verify a cardholder's information without actually authorizing an amount.	\$ 0.0250	\$ 0.0250
Zero Dollar Verification Fee - AVS	Applies when you want to verify a cardholder's information, with address verification, without actually authorizing an amount.	\$ 0.0250	\$ 0.0250
Visa Base II Fee	Applies to all U.S.-based settlement transactions.	\$0.0030	\$0.0030
Visa Base II Transmission Fee	Applies to all U.S.-based settlement transactions.	\$0.0018	\$0.0018
Zero Floor Limit Fee	Applies to settlement transactions submitted without a proper authorization.	\$ 0.2000	\$ 0.2000
Partial Auth – Non Participation Fee	Applies to AFD transactions where Partial Auth indicator = 0 (partial auth not supported) or is missing.	\$ 0.0100	\$ 0.0100
Transaction Integrity Fee	Applies on transactions involving Visa debit and prepaid cards that do not meet CPS requirements	\$ 0.1000	\$ 0.1000

Payment Brand Volume Fees

Assessments	The assessment applies to gross transaction volume on all Visa Card Types below \$1,000.01	Credit	Debit
		0.1400 %	0.1300 %
Assessments (above \$1,000.00)	This assessment applies to gross transaction volume on all Visa Card Types above \$1,000.00	0.1400 %	0.1300 %
ISA - Purchase	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S.	0.8000 %	0.8000 %
International Acquirer Fee	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S.	0.4500 %	0.4500 %
Fixed Acquirer Network Fees	Please refer to the Visa – Fixed Acquirer Network Fees Table below	See Chart Below	

Visa - Fixed Acquirer Network Fees

High Volume MCC Merchants - Card Present	MCC Description	MCC Codes
Airlines		3000 - 3299 - 4511
Auto Rental		3300 - 3499 - 7512
Lodging		3500 - 3999 - 7011
Steamship/Cruise Lines		4411
Wire Transfer Money Order		4829
Home Supply Warehouse Stores		5200
Wholesale Clubs		5300
Duty Free Stores		5309
Discount Stores		5310
Department Stores		5311
Grocery & Supermarkets		5411
Car/Truck Dealers New/Used		5511
Automotive Tire Stores		5532
Services Stations		5541
Automated Fuel Dispensers		5542
Family Clothing Stores		5651
Sports/ Riding Apparel Stores		5655
Furniture / Equipment Stores		5712
Electronic Stores		5732
Drugstores & Pharmacies		5912
Stationary Stores		5943
Timeshares		7012
Motion Picture Theaters		7832

This monthly Network Fee Billing amount is determined by the number of merchant locations actively accepting Visa Transactions. Per Taxpayer ID					
Table 1A	Price Per MID/Location	Tiers	Location by MID	Price Per MID/Location	Table 1B
CARD PRESENT	\$2.90	1 - 3	1 - 3	\$2.00	CARD PRESENT All Other MCC Merchants (MCC 5814 Excluded)
	\$4.00	4 - 6	4 - 10	\$2.90	
	\$5.00	7 - 8	11 - 50	\$4.00	
	\$8.00	9	51 - 100	\$6.00	
	\$12.00	10	101 - 150	\$8.00	
High Volume MCC Merchants	\$18.00	11	151 - 200	\$10.00	

* If total volume for all MID's < \$199.99 = \$0.00. If between \$200.00 - \$1,249.99 = 0.15% * Volume. If > \$1,249.99 see table above.

This monthly Network Fee Billing amount is based on monthly gross sales volume actively accepting Visa Transactions per Taxpayer ID			
Table 2	Fee Per Month	Tier	Monthly Gross Volume
CARD NOT PRESENT (MOTO/ECI: 1-9), Merchant Aggregators.	\$0.00	1	< \$200.00
	0.15%	2	\$200.00 - \$1,249.99
	\$7.00	3	\$1,250.00 - \$3,999.99
	\$9.00	4	\$4,000.00 - \$7,999.99
	\$15.00	5	\$8,000.00 - \$39,999.99
	\$45.00	6	\$40,000.00 - \$199,999.99
	\$160.00	7	\$200,000.00 - \$799,999.99
	\$450.00	8	\$800,000.00 - \$1,999,999.99
	\$1,000.00	9	\$2,000,000.00 - \$3,999,999.99

Visit www.automatedmerchant.com/FANF.html for more information regarding Fixed Acquirer Network Fees

January 2018 Payment Brand Discover Interchange Rate Schedule



Consumer	Regulated	Reg. w/FA	Exempt Debit	Prepaid	Core	Rewards	Premium	Premium Plus
Retail	0.05% + \$ 0.21	0.05% + \$ 0.22	1.10% + \$ 0.16	1.10% + \$ 0.16	1.56% + \$ 0.10	1.71% + \$ 0.10	1.71% + \$ 0.10	2.15% + \$ 0.10
Key Entry	0.05% + \$ 0.21	0.05% + \$ 0.22	1.75% + \$ 0.20	1.75% + \$ 0.20	1.87% + \$ 0.10	1.97% + \$ 0.10	2.00% + \$ 0.10	2.40% + \$ 0.10
CNP / eComm	0.05% + \$ 0.21	0.05% + \$ 0.22	1.75% + \$ 0.20	1.75% + \$ 0.20	1.87% + \$ 0.10	1.97% + \$ 0.10	2.00% + \$ 0.10	2.35% + \$ 0.10
MID Submission	0.05% + \$ 0.21	0.05% + \$ 0.22	1.80% + \$ 0.20	1.80% + \$ 0.20	2.40% + \$ 0.10	2.40% + \$ 0.10	2.40% + \$ 0.10	2.40% + \$ 0.10
Base Submission	0.05% + \$ 0.21	0.05% + \$ 0.22	1.89% + \$ 0.25	1.89% + \$ 0.25	2.95% + \$ 0.10	2.95% + \$ 0.10	2.95% + \$ 0.10	2.95% + \$ 0.10
Express Services	0.05% + \$ 0.21	0.05% + \$ 0.22	1.80% + \$ 0.00	1.80% + \$ 0.00	1.95% + \$ 0.00	1.95% + \$ 0.00	1.95% + \$ 0.00	2.05% + \$ 0.05
Recurring Payments	0.05% + \$ 0.21	0.05% + \$ 0.22	1.20% + \$ 0.05	1.20% + \$ 0.05	1.35% + \$ 0.05	1.35% + \$ 0.05	1.45% + \$ 0.05	1.80% + \$ 0.05
International	0.05% + \$ 0.21	0.05% + \$ 0.22	1.20% + \$ 0.00	1.20% + \$ 0.00	1.65% + \$ 0.00	-----	-----	-----

Int'l / Comm	Regulated	Reg. w/FA	Exempt Debit	Prepaid	Commercial	International
Base Submission	0.05% + \$ 0.21	0.05% + \$ 0.22	2.95% + \$ 0.10	2.95% + \$ 0.10	2.95% + \$ 0.10	1.70% + \$ 0.10
Electronic	0.05% + \$ 0.21	0.05% + \$ 0.22	2.30% + \$ 0.10	2.30% + \$ 0.10	2.30% + \$ 0.10	1.90% + \$ 0.10
Utilities	0.05% + \$ 0.21	0.05% + \$ 0.22	0.00% + \$ 1.50	0.00% + \$ 1.50	0.00% + \$ 1.50	-----
Large Ticket	0.05% + \$ 0.21	0.05% + \$ 0.22	0.90% + \$ 20.00	0.90% + \$ 20.00	0.90% + \$ 20.00	-----

Public Sector	Regulated	Reg. w/FA	Debit	Prepaid	Core	Rewards	Premium	Premium Plus
Utilities	0.05% + \$ 0.21	0.05% + \$ 0.22	0.00% + \$ 0.75	0.00% + \$ 0.75	0.00% + \$ 0.75	0.00% + \$ 0.75	0.00% + \$ 0.75	0.00% + \$ 0.75
Public Services	0.05% + \$ 0.21	0.05% + \$ 0.22	0.90% + \$ 0.20	0.90% + \$ 0.20	1.55% + \$ 0.10	1.55% + \$ 0.10	1.55% + \$ 0.10	1.55% + \$ 0.10
Emerging Markets	0.05% + \$ 0.21	0.05% + \$ 0.22	0.90% + \$ 0.20	0.90% + \$ 0.20	1.45% + \$ 0.05	1.45% + \$ 0.05	1.45% + \$ 0.05	2.30% + \$ 0.10

Consumer	Regulated	Reg. w/FA	Debit	Prepaid	Core	Rewards	Premium	Premium Plus
Restaurant	0.05% + \$ 0.21	0.05% + \$ 0.22	1.10% + \$ 0.16	1.10% + \$ 0.16	1.56% + \$ 0.10	1.90% + \$ 0.10	2.20% + \$ 0.10	2.40% + \$ 0.10
Hotel/Car Rental	0.05% + \$ 0.21	0.05% + \$ 0.22	1.35% + \$ 0.16	1.35% + \$ 0.16	1.58% + \$ 0.10	1.90% + \$ 0.10	2.30% + \$ 0.10	2.40% + \$ 0.10
Passenger Transport	0.05% + \$ 0.21	0.05% + \$ 0.22	1.59% + \$ 0.16	1.59% + \$ 0.16	1.75% + \$ 0.10	1.90% + \$ 0.10	2.30% + \$ 0.10	2.40% + \$ 0.10
Petroleum	0.05% + \$ 0.21	0.05% + \$ 0.22	0.76% + \$ 0.16	0.76% + \$ 0.16	1.55% + \$ 0.05	1.80% + \$ 0.05	1.80% + \$ 0.05	1.80% + \$ 0.05

Payment Brand Transaction Fees

Data Usage Fee	Applies to all transactions regardless of the cards origin	Credit	Debit
Data Transmission Fee	Applies to all sale transactions (fee applies per kilobyte of data sent to Discover)	\$ 0.0195	\$ 0.0195
		\$ 0.0025	\$ 0.0025

Payment Brand Volume Fees

Assessments	The assessment applies to gross transaction volume on all Discover Card Types below \$1,000.01	Credit	Debit
Assessments (above \$1,000.00)	This assessment applies to gross transaction volume on all Discover Card Types above \$1,000.00	0.1300 %	0.1300 %
International Processing Fee	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S.	0.1300 %	0.1300 %
International Service Fee	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S.	0.5000 %	0.5000 %
		0.8000 %	0.8000 %



April 2018 Regional PIN DEBIT Fees



INTERLINK	Interchange Level/Industry	Non-Regulated Interchange	Regulated Interchange	Switch Fee
	Petroleum (MCCs 5541,5542)	0.80% + \$0.15 (Cap \$0.95)		\$0.0350
	Petroleum (MCCs 5541,5542) Prepaid	1.15% + \$0.15 (Cap \$0.95)		\$0.0350
	Retail	0.80% + \$0.15		\$0.0350
	Retail Prepaid	1.15% + \$0.15		\$0.0350
	Supermarket (MCC 5411)	\$0.30		\$0.0350
	Supermarket (MCC 5411) Prepaid	1.15% + \$0.15 (Cap \$0.35)		\$0.0350
	TRAVEL SERVICE (MCC 3000-3999,4112,4411,4511,4722,5812,5814,7011,7512)	1.19% + \$0.10		\$0.0350
	TRAVEL SERVICE (MCC 3000-3999,4112,4411,4511,4722,5812,5814,7011,7512) Prepaid	1.15% + \$0.15		\$0.0350
	BUSINESS DEBIT	1.70% + \$0.10		\$0.0350
	Commercial Cards Prepaid	2.15% + \$0.10		\$0.0350
	All Regulated Interchange		0.05% + \$0.21	\$0.0350
	All Regulated Interchange with Fraud Adjustment		0.05% + \$0.22	\$0.0350
MAESTRO	Interchange Level/Industry	Non-Regulated Interchange	Regulated Interchange	Switch Fee
	QSR (MCC 5499,5541,5542,5814,7832)	0.75% + \$0.17 (Cap \$0.95)		\$0.0250
	Retail	0.90% + \$0.15		\$0.0250
	Supermarket (MCCs 5300,5411)	1.05% + \$0.15 (Cap \$0.35)		\$0.0250
	All Regulated Interchange		0.05% + \$0.21	\$0.0250
	All Regulated Interchange with Fraud Adjustment		0.05% + \$0.22	\$0.0250
STAR	Interchange Level/Industry	Non-Regulated Interchange	Regulated Interchange	Switch Fee
	Medical Retail (MCC's 5912,8011,8062,8099)	0.80% + \$0.15		\$0.0625
	Medical Retail Preferred	0.80% + \$0.15		\$0.0625
	Petroleum (MCC's 5541,5542)	0.85% + \$0.17		\$0.0625
	Petroleum Preferred	0.85% + \$0.205		\$0.0625
	Restaurant (MCC's 5812,5814)	1.15% + \$0.08		\$0.0625
	Restaurant Preferred	1.15% + \$0.105		\$0.0625
	Retail (All other MCC's)	0.90% + \$0.195		\$0.0625
	Retail Preferred	0.90% + \$0.25		\$0.0625
	Small Ticket Retail (MCC's 4111,5499,5994,7211,7338,7523,7542,7832,7841) Transaction <=\$15.00	1.55% + \$0.04		\$0.0625
	Small ticket Retail Preferred <= \$15.00	1.55% + \$0.04		\$0.0625
	Small Ticket Retail (MCC's 4111,5499,5994,7211,7338,7523,7542,7832,7841) Transaction >\$15.00	0.80% + \$0.185		\$0.0625
	Small ticket Retail Preferred > \$15.00	0.80% + \$0.26		\$0.0625
	Supermarket (MCC's 5300,5411)	0.60% + \$0.22		\$0.0625
	Supermarket Preferred	0.60% + \$0.25		\$0.0625
	All Regulated Interchange		0.05% + \$0.21	\$0.0625
	All Regulated Interchange with Fraud Adjustment		0.05% + \$0.22	\$0.0625
	Administrative Fee assessed on all categories	\$0.01		
	Network Annual merchant fee \$12.00			

Payment Brand Volume Fees

International Service Assessment	The assessment applies to non-U.S. issued cards for all categories	Debit
International Acquiring Fee	This assessment applies to non-U.S. issued cards for all categories	0.0800 %
Interregional Fee	Applies to non-U.S. issued cards for all categories	0.0450 %
		1.1000 %

**January 2019 Payment Brand
American Express: Opt-Blue Program Fees**



CONSUMER & COMMERCIAL CREDIT CARDS			
INDUSTRY	Transaction Amount		Transaction Amount
Other	< \$100.00		> \$3,000.00
	1.50% + \$0.10		2.30% + \$0.10
Government	< \$100.00		> \$3,000.00
	1.55% + \$0.10		1.90% + \$0.10
Emerging Markets	< \$1,200.00		> \$4,000.00
	1.43% + \$0.10		2.70% + \$0.10
Services & Professional Services Includes Utility	< \$400.00		> \$3,000.00
	1.60% + \$0.10		2.40% + \$0.10
Retail	< \$75.00		> \$1,000.00
	1.60% + \$0.10		2.40% + \$0.10
Mail Order & Internet	< \$150.00		> \$3,000.00
	1.70% + \$0.10		2.50% + \$0.10
B2B / Wholesale	< \$400.00		> \$7,500.00
	1.55% + \$0.10		2.25% + \$0.10
Restaurant	< \$5.00	\$5.01 - \$25.00	> \$150.00
	1.90% + \$0.04	1.85% + \$0.10	2.75% + \$0.10
Caterers & Drinking Places	< \$5.00	%5.01 - \$25.00	> \$150.00
	1.90% + \$0.04	1.85% + \$0.10	2.75% + \$0.10
Travel & Entertainment	< \$100.00		> \$1,000.00
	2.25% + \$0.10		3.00% + \$0.10
Lodging	< \$100.00		> \$1,000.00
	2.25% + \$0.10		3.00% + \$0.10
Education	< \$100.00		> \$3,000.00
	1.45% + \$0.10		2.05% + \$0.10
Healthcare	< \$150.00		> \$2,000.00
	1.55% + \$0.10		2.30% + \$0.10

PRE-PAID CARDS			
INDUSTRY	Transaction Amount		Transaction Amount
All Industries	< \$75.00		> \$1,000.00
	1.35% + \$0.10		2.15% + \$0.10

Payment Brand Volume Fees

Network Fee	Applies to gross transaction volume on all American Express Card Types	0.1500 %
Processor Acquirer Fee	Applies to gross transaction volume on all American Express Card Types	0.2500 %
Merchant Access Fee	Applies to ESA accounts converted over to OptBlue (expires 10/2020)	0.3000 %
Non-Swiped Transaction Fee	Applies to non-swiped transaction volume on all American Express Card Types	0.3000 %
Inbound Fee	Applies to U.S. acquired transactions paid for with a card issued outside of the U.S.	0.4000 %
Non-Compliance Fee	Applies to transactions that do not comply with Technical Specifications.	0.7500 %
Data Quality Fee	Applies to transactions that do not meet the data quality standards.	0.7500 %

Payment Brand Transaction Fees

Excessive Dispute Fee	Applies to disputed items if disputed charges are more than 3% of s volume if enrolled in the Immediate Chargeback Program.	\$ 5.00
Excessive Dispute Fee	Applies to disputed items if disputed charges are more than 3% of s volume if NOT enrolled in the Immediate Chargeback Program.	\$ 15.00
Excessive Chargeback Fee	Applies to chargebacks received after the chargeback to s ratio is over 1% for three consecutive months.	\$ 25.00

Disclosure Page

(Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: City of San Luis
Merchant Address: 1090 E. Union St
San Luis, AZ 85349
Merchant Phone: (928) 341-8570

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title



Disclosure Page

(Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

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Merchant's Signature

Date

Merchant's Printed Name & Title





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.H.

Meeting Date: 04/24/2019

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding recommendation of an Application for Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses and Control to authorize La Bodega Kitchen and Bar to sell alcohol on May 18, 2019 during the Dread Mar I Concert. **(Ruben Walshe, La Bodega Kitchen and Bar)**

A. Open public hearing

1. Staff / Applicant Presentation
2. Call to the public on this item

B. Close public hearing

C. Action on Application For Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses & Control

SUMMARY:

On May 18, 2019, La Bodega Kitchen and Bar wishes to sell beer in the parking areas around it which will be fenced off for the Dread Mar I Concert. .

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

1. Staff and/or applicant presentation
2. Call to the public on this Item

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL THE APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT OF LA BODEGA, LLC AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
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):

The City will receive 25% of the proceeds.

Attachments

Application for Extension of Premises



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premises****

Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:

Temporary change (**No Fee**) for date(s) of: 05/18/19 through 05/19/19 list specific purpose for change:

Hosting Dread Mar I Concert

1. Licensee's Name: Walshe Ruben Alberto License#: 12143217
Last First Middle

2. Mailing address: PO Box 1523 San Luis AZ 85349
Street City State Zip Code

3. Business Name: La Bodega LLC

4. Business Address: 1950 Juan Sanchez Boulevard San Luis AZ 85349
Street City State Zip Code

5. Email Address: labodegas12016@gmail.com

6. Business Phone Number: 928-261-0032 Contact Phone Number: 928-261-0032

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violation s in the extended area? Concert area will be closed off with fencing, one main entrance and one main exit, security guards will manage extrance-exit at all times.

RECEIVED

APR 22 2019

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

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Approval Disapproval by **DLLC**: _____ Date: ____/____/____

Notary

I, (Signature) *Rubén A. Walshe*, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona)

County of Yuma)

On this 22nd Day of April, 20 19 before me personally appeared Rubén A. Walshe
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



Sonia Cornelio
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

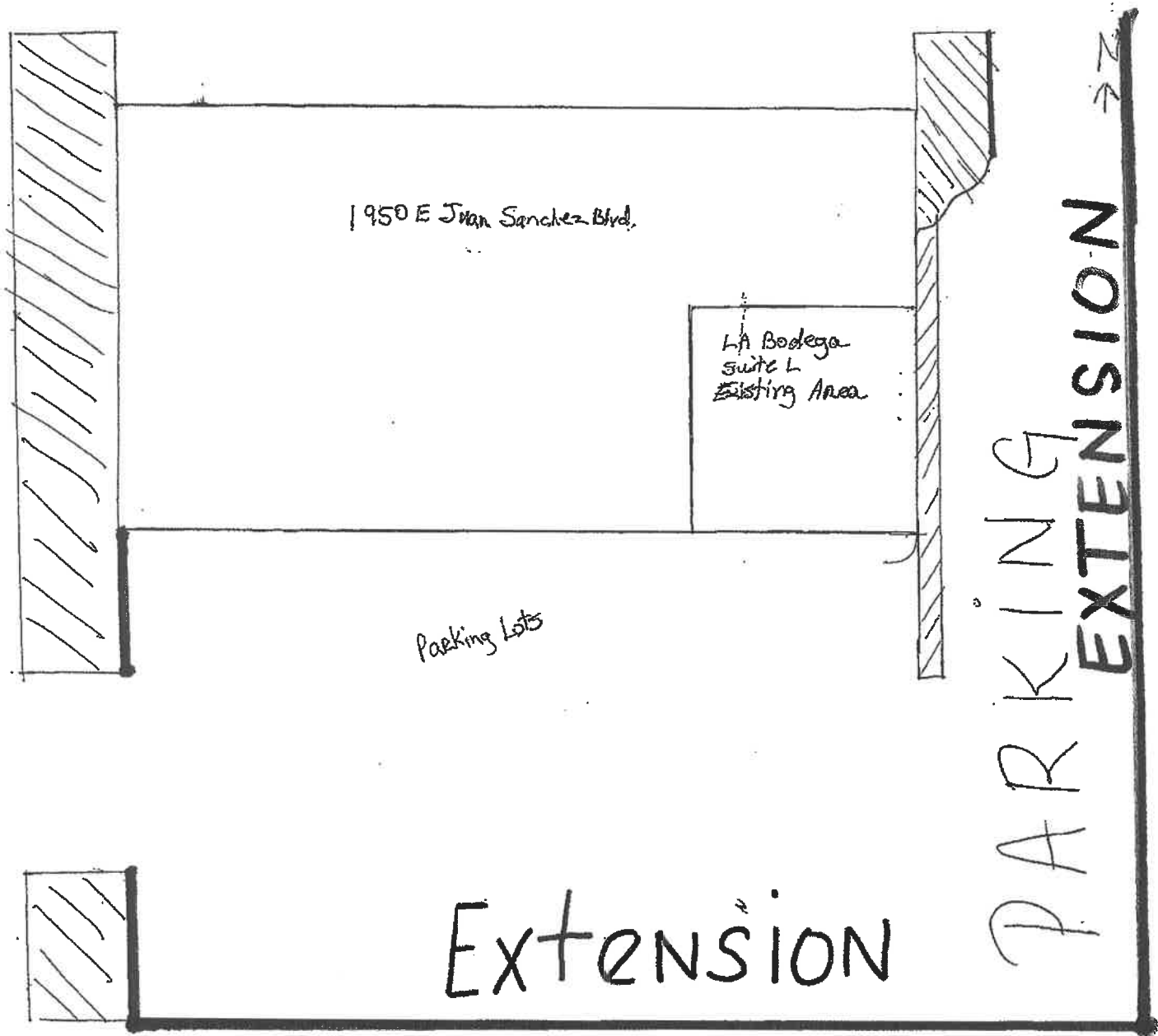
Approval Disapproval

Authorized Signature Title Agency Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____



1950 E Juan Sanchez Blvd.

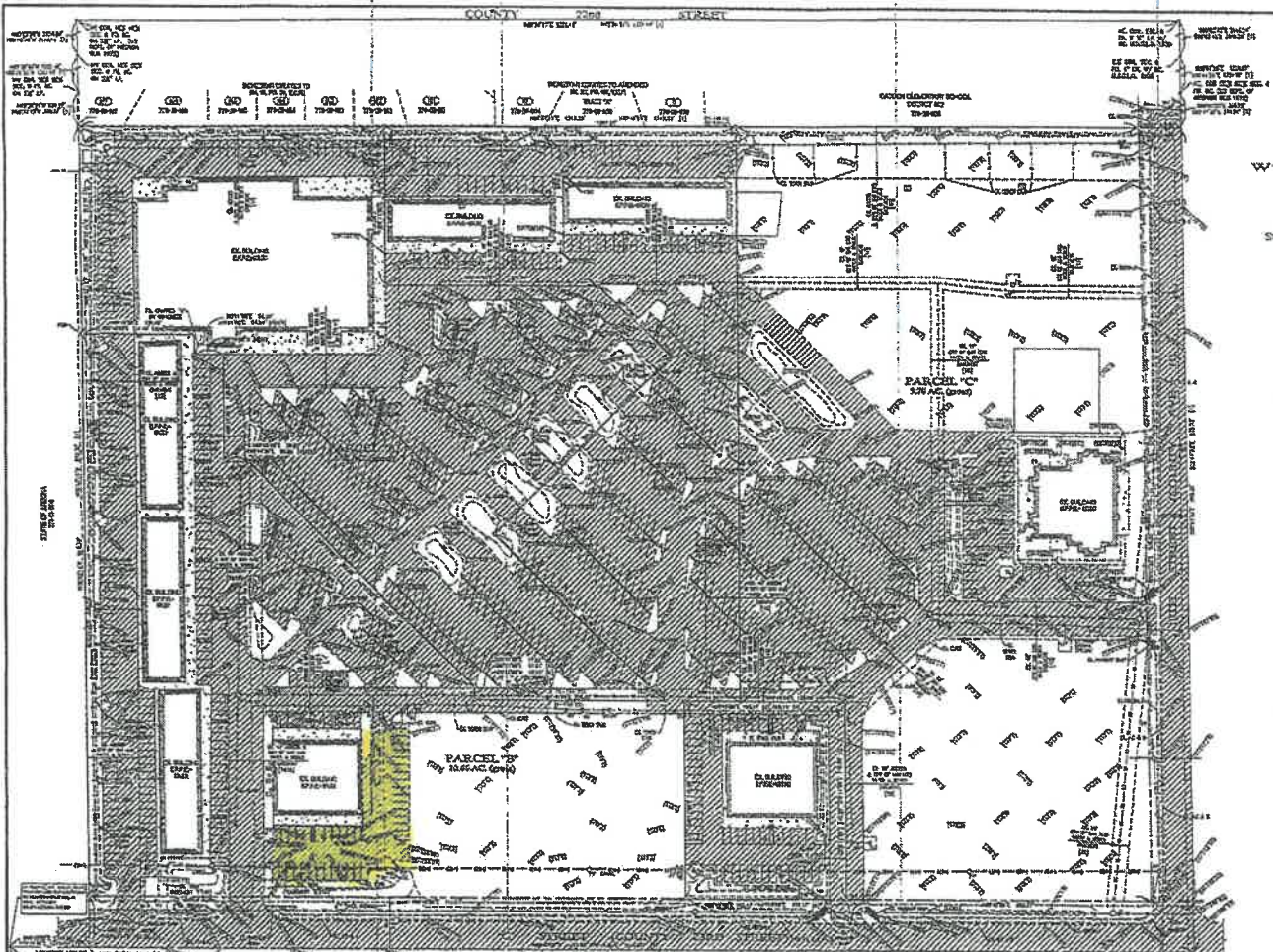
LA Bodega
suite L
Existing Area

Parking Lots

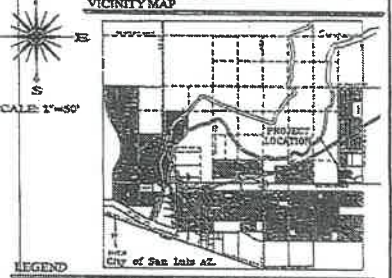
Extension

PARKING
EXTENSION





OFFICE OF YUMA COUNTY RECORDER
 BOOK _____ OF _____
 PAGE _____



LEGEND

PROPOSED	101	21. DITCH CHANNEL
EXISTING	102	22. DITCH CHANNEL
CONCRETE	103	23. DITCH CHANNEL
ASPHALT	104	24. DITCH CHANNEL
GRAVEL	105	25. DITCH CHANNEL
GRAVEL	106	26. DITCH CHANNEL
GRAVEL	107	27. DITCH CHANNEL
GRAVEL	108	28. DITCH CHANNEL
GRAVEL	109	29. DITCH CHANNEL
GRAVEL	110	30. DITCH CHANNEL
GRAVEL	111	31. DITCH CHANNEL
GRAVEL	112	32. DITCH CHANNEL
GRAVEL	113	33. DITCH CHANNEL
GRAVEL	114	34. DITCH CHANNEL
GRAVEL	115	35. DITCH CHANNEL
GRAVEL	116	36. DITCH CHANNEL
GRAVEL	117	37. DITCH CHANNEL
GRAVEL	118	38. DITCH CHANNEL
GRAVEL	119	39. DITCH CHANNEL
GRAVEL	120	40. DITCH CHANNEL
GRAVEL	121	41. DITCH CHANNEL
GRAVEL	122	42. DITCH CHANNEL
GRAVEL	123	43. DITCH CHANNEL
GRAVEL	124	44. DITCH CHANNEL
GRAVEL	125	45. DITCH CHANNEL
GRAVEL	126	46. DITCH CHANNEL
GRAVEL	127	47. DITCH CHANNEL
GRAVEL	128	48. DITCH CHANNEL
GRAVEL	129	49. DITCH CHANNEL
GRAVEL	130	50. DITCH CHANNEL

SURVEYORS CERTIFICATE

I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the applicant, and that the same has been examined and found to conform to the requirements of the laws of the State of Arizona, and that the same has been approved by me as a duly Licensed Professional Engineer.

[Signature]

 PROFESSIONAL ENGINEER

BENCH MARK
 The location of the bench mark is as follows: ...

FLOOD ZONE
 The area shown in yellow on this plan is a flood zone ...

PARCEL AREAS

Parcel	Area (sq. ft.)
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

BASIS OF BEARING
 The bearings and distances of the lines shown on this plan are as follows: ...

UTILITY WARNING
 The location of the utility lines shown on this plan is as follows: ...

LEGAL DESCRIPTIONS

PARCEL "A"
 That portion of the ...

PARCEL "B"
 That portion of the ...

PARCEL "C"
 That portion of the ...

PARCEL "D"
 That portion of the ...

PARCEL "E"
 That portion of the ...

PARCEL "F"
 That portion of the ...

PARCEL "G"
 That portion of the ...

PARCEL "H"
 That portion of the ...

PARCEL "I"
 That portion of the ...

PARCEL "J"
 That portion of the ...

LEGAL DESCRIPTIONS

PARCEL "K"
 That portion of the ...

PARCEL "L"
 That portion of the ...

PARCEL "M"
 That portion of the ...

PARCEL "N"
 That portion of the ...

PARCEL "O"
 That portion of the ...

PARCEL "P"
 That portion of the ...

PARCEL "Q"
 That portion of the ...

PARCEL "R"
 That portion of the ...

PARCEL "S"
 That portion of the ...

PARCEL "T"
 That portion of the ...

PARCEL "U"
 That portion of the ...

PARCEL "V"
 That portion of the ...

PARCEL "W"
 That portion of the ...

PARCEL "X"
 That portion of the ...

PARCEL "Y"
 That portion of the ...

PARCEL "Z"
 That portion of the ...

LAND SURVEYOR *[Professional Seal]*
 ENGINEER REG. NO. ...
 EXP. DATE ...

RIBDEL COMMERCIAL CENTER
 ALTA, BOUNDARY AND
 TOPOGRAPHIC SURVEY
 1000 N. ...
 YUMA, AZ 85301

EDAS
 Engineering, Inc.
 1000 N. ...
 YUMA, AZ 85301

1:1

EXHIBIT "B"



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.I.

Meeting Date: 04/24/2019

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

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

Action Requested: Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2072. A resolution of the City of San Luis, Arizona, supporting the Proclamation of Emergency by the Mayor of the City of Yuma, Arizona. **(Mayor Gerardo Sanchez)**

SUMMARY:

On April 16, 2019 the Mayor of the City of Yuma proclaimed an emergency for the City of Yuma due to the United States Immigration policy of the mass release of migrant families into the City of Yuma without provision for adequate food, water, shelter, and medical care. This mass release has had a tremendous impact on the resources available to the City of Yuma and threatens a calamity.

This has reverberations for the entire region. Therefore, Resolution No. 2072 supports the City of Yuma in its proclamation, directs City of San Luis staff to take all appropriate actions in response to the emergency, and encourages all levels of government to join the City of Yuma in taking such actions as may be needed to address the emergency.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2072.

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):

Staff is directed to take appropriate actions in response to the emergency.

Attachments

Res No. 2072



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2072

A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA, SUPPORTING THE PROCLAMATION OF EMERGENCY BY THE MAYOR OF THE CITY OF YUMA, ARIZONA.

WHEREAS, Mayor Douglas Nicholls of the City of Yuma, Arizona has determined the United States Immigration policy of the mass release of migrant families into the City of Yuma, Arizona without provisions for adequate food, water, shelter and medical care impacts the City of Yuma, and threatens to cause injury, damage and suffering to persons and property in the City of Yuma, County of Yuma, Arizona as well as causing a humanitarian crisis;

WHEREAS, the Mayor of the City of Yuma, Arizona has determined the humanitarian crisis and threat of injury, damage to property, including migrant families temporarily located in the City of Yuma constitutes an emergency;

WHEREAS, the Mayor of the City of Yuma has determined that emergency management services are required to reduce the severity of the local emergency, receive available aid, and to protect the health, safety, and welfare of people and property located in the City of Yuma;

WHEREAS, the Mayor of the City of Yuma, Arizona has determined that the local emergency exceeds control of the services, personnel, equipment, and facilities of the City of Yuma and requires the combined efforts cooperation, and resources of the Yuma community including local and national non-profit agencies, churches, local governments, as well as the State of Arizona and the United States of America; and

WHEREAS, based upon those determinations, the Mayor of the City of Yuma proclaimed an emergency for the City of Yuma on April 16, 2019, a true copy of which is attached hereto as Exhibit A and by this reference is incorporated herein; and

WHEREAS, the Mayor and Council of the City of San Luis hereby find and determine that the identified emergency proclaimed by Mayor Nicholls of the City of Yuma is an emergency for the region;

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

1. That the City of San Luis supports Mayor Douglas Nicholls and the City of Yuma, Arizona in the afore stated proclamation of emergency, Exhibit A;
2. The staff of the City of San Luis is hereby directed to take such actions as may be appropriate to respond to the identified emergency; and
3. Council hereby encourages all appropriate governments and governmental agencies, including the State of Arizona and the United States of America, to join the City of Yuma in taking such actions as may be needed and necessary to address the identified emergency.

PASSED AND ADOPTED THIS _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Exhibit A



Mayor and Council Offices

One City Plaza
Yuma, Arizona 85364

(928) 373-5002

Fax (928) 373-5004

www.YumaAZ.gov

PROCLAMATION OF EMERGENCY

WHEREAS, Article VII, Section 2(e) of the Yuma City Charter and the City of Yuma Emergency Operations Plan adopted by City Council Resolution R2011-29, empower the Mayor to declare an emergency by proclamation during times of great danger or when an extraordinary local emergency threatens to cause or jeopardizes loss of life or property; and,

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) §26-311, the undersigned Mayor of the City of Yuma has the authority to determine that a local emergency exists within the City limits of the City of Yuma due to natural or man-made calamity or disaster or by reason of threats or occurrences of riots, routs, affrays or other acts of civil disobedience which endanger life or property within the City of Yuma; and,

WHEREAS, the undersigned Mayor of the City of Yuma has determined the United States Immigration and Customs Enforcement policy relating to the mass release of migrant families from federal detention facilities into the City of Yuma without provisions for adequate food, water, shelter and medical care threatens to cause injury, damage and suffering to persons and property located in the City of Yuma, Yuma County, Arizona as well as causing a humanitarian crisis; and,

WHEREAS, the undersigned Mayor has determined the humanitarian crisis and threat of injury, damage and suffering to persons or property, including to the migrant families temporarily located in the City of Yuma, constitutes an emergency within the meaning of Article VII, Section 2(e) of the Yuma City Charter and a local emergency within the meaning of A.R.S. §26-311; and,

WHEREAS, emergency management measures are required to reduce the severity of the local emergency, receive available aid, and to protect the health, safety and welfare of people and property located in the City of Yuma; and,

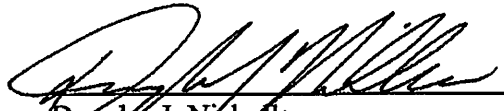
WHEREAS, the local emergency exceeds control of the services, personnel, equipment and facilities of the City of Yuma and requires the combined efforts, cooperation, and resources of the Yuma community including local and national non-profit agencies such as the Red Cross, Catholic Community Services, The Salvation Army, Yuma Community Food Bank, churches, the County of Yuma, the State of Arizona, and the United States of America.

NOW THEREFORE, I, Douglas J. Nicholls, Mayor of the City of Yuma, acting under the power vested in me pursuant to the Yuma City Charter, Article VII, Section 2(e); Resolution No. R2011-29; and A.R.S. § 26-311, do hereby declare an emergency does exist due to the mass release of migrant families into the City of Yuma community; that the City of Yuma is, or will be, entitled to aid, relief, and assistance; and to the extent necessary for emergency functions pursuant to A.R.S. §26-307(A), to make, amend and temporarily rescind City of Yuma rules, regulations and ordinances if required upon the filing with the City Clerk of such orders, rules and regulations as are necessary and consistent with any orders, rules and regulations promulgated by the governor; and do hereby direct the implementation of the City Emergency Operations Plan.

FURTHER, I direct the City of Yuma City Administrator, or his designees, consistent with this Proclamation, to coordinate activities of the City Emergency Operations Plan and to take all appropriate action, consistent with this Proclamation, needed to alleviate the effects of the mass release of migrant families into the City of Yuma. This Proclamation shall be provided to Yuma County and the Governor of the State of Arizona.

THIS PROCLAMATION SHALL BE EFFECTIVE IMMEDIATELY AND SHALL REMAIN IN EFFECT UNTIL A WITHDRAWAL OF THE PROCLAMATION OF EMERGENCY IS FILED WITH THE CITY CLERK.

DATED this 16TH day of April, 2019 at 3:10, o'clock, a.m./p.m.


Douglas J. Nicholls
Mayor

Attest:


Lynda L. Bushong
City Clerk

Approved as to form:

Richard W. Files
Richard W. Files
City Attorney