



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, October 23, 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/ Melissa Lopez, Deputy 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, 23 de Octubre 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/ Melissa Lopez, Asistente a la Actuaría de la Ciudad



AMENDED AGENDA

10/22/2019

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 23, 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. **PRESENTATIONS**
 4. A. **Annual presentation of services provided to the City of San Luis by Amberly's Place. (Diane Umphress, Executive Director)**
 4. B. **Presentation and recognition of the 2019, Third Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Angelica Cifuentes, Rogelio Martinez, ERAP Committee Chairs & Fausto Gonzalez, HR Training & Programs Coordinator)**
 4. C. **Presentation of Certificates of Appreciation to the Planning and Zoning Commission in celebration of National Community Planning Month. (Jose A. Guzman, Director of Planning & Zoning)**
5. **CONSENT AGENDA**

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

- Regular Council Meeting held September 25, 2019

5. B. DISBURSEMENTS FROM SEPTEMBER 28, 2019 THROUGH OCTOBER 11, 2019.

Total Disbursements \$807,686.62

(Eight Hundred Seven Thousand, Six Hundred Eighty-Six Dollars and Sixty-Two Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion and possible action on any and all matters regarding the Architectural Services Agreement with Thompson Design Architects, P.C. to provide necessary professional services to complete the Senior Center Expansion Project, Community Development Block Grant (CDBG) #105-20. **(Mary French-Jones, Grants Writer)**
- 6. B.** Discussion and possible action on any and all matters regarding authorization to increase the financial budget necessary for the acceptance of a technical assistance grant and provide a monetary match for Fiscal Year 2019-2020. **(Jenny Torres, Economic Development Manager)**
- 6. C.** Discussion and possible action on any and all matters regarding the approval of request of Council's Contingency fund to cover costs of the City of San Luis Census 2020 Campaign. **(Jose A. Guzman, Director of Planning and Zoning, and Francía Alonso, PIO/Assistant to Council)**
- 6. D.** Discussion and possible action on any and all matters regarding the City of San Luis accepting slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the Fiscal Year 2019-2020 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**
- 6. E.** Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. associated with design services for County 24th Street - Avenue H (10th Ave) to Avenue F1/2. **(Eulogio Vera, Director of Public Works)**
- 6. F.** Public Hearing followed by discussion and possible action on any and all matters regarding recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Mr. Jeffrey Craig Miller on behalf of Denny's #9506 located at 1541 N. Main Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**
- A. Open public hearing
1. Staff and/or applicant presentation
 2. Call to the public on this item
- B. Close public hearing
- C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Denny's #9506.
- 6. G.** Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Mr. Fabher Alan Sanchez Fimbres on behalf of Mulatta Japanese Fusion Food located at 1922 Cesar Chavez Boulevard (aka Juan Sanchez Boulevard), Suite 1, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**
- A. Open public hearing
1. Staff and/or applicant presentation
 2. Call to the public on this item
- B. Close public hearing

C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Mulatta Japanese Fusion Food.

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. EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) (3) (4) and (7) for legal advice with the city's attorneys and/or for consultation with the city's attorneys in order to consider the city's position and instruct its attorneys regarding the City Council's position regarding contracts that are the subject of negotiations or potential litigation regarding a development agreement and pay-back agreement for the improvement of County 24th Street and possible litigation with property owner adjacent to County 24th Street. **(Kay Marion Macuil, City Attorney and Outside Counsel Bill Sims)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 10/23/2019

Presentation Topic/Summary:

Annual presentation of services provided to the City of San Luis by Amberly's Place. **(Diane Umphress, Executive Director)**

Attachments

Annual Presentation - Amberly's Place 10/23/2019



Amberly's

PLACE

Family Advocacy Center

San Luis, Arizona

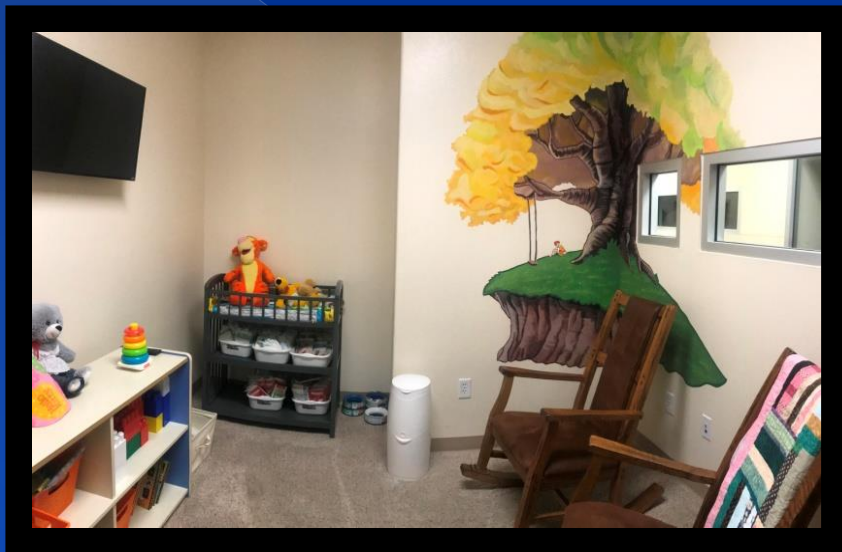
Ribbon Cutting for the new San Luis Office



Tour of Amberly's Place Family Advocacy Center

- The City of San Luis and its officers have access 24 hours a day 7 days a week to all services provided at the Family Advocacy Center .
- What does that mean??

Amberly's Place Play Rooms



Family Rooms



Interview & MDT Room



Kids Pantry



Care Closets





Medical Suites



Original Agreement

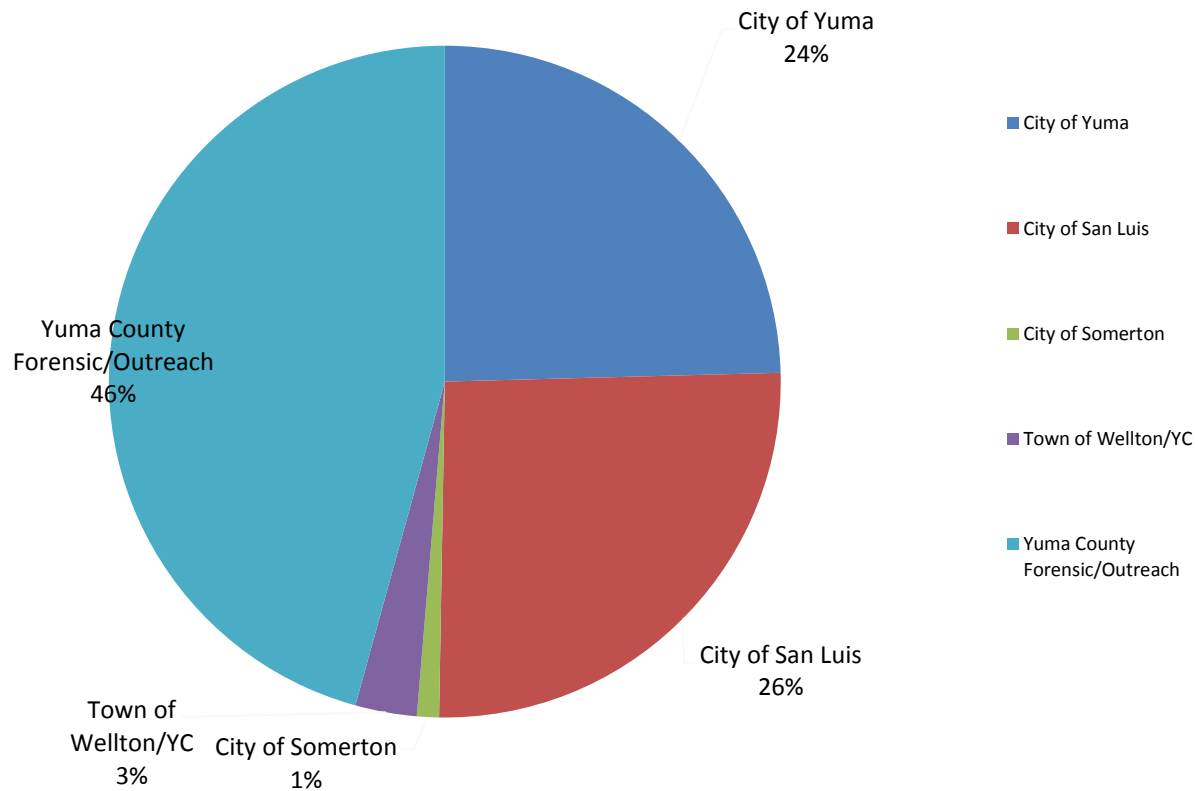
- This agreement included the funds for a part-time advocate, a city van, and the office space at the San Luis Police Department.



Amberly's Place researched & acquired grant funds with which to purchase a brand new Dodge Journey. This vehicle is used to provide advocacy and outreach services to the citizens of San Luis.



Local Government Funding 2018/2019



Grant Funding

- In order to receive the large amount of grant funds which we do we must show our communities supports us and they are financially invested in the agency.
- Your support is part of our grant success.

Statistics for San Luis Arizona

Residents of San Luis, AZ that
received services from
Amberly's Place during the
following time frame:

July 01, 2018 to June 30, 2019

Referral Sources

Agency	Primary*	Secondary**	Total
San Luis Police Department	117	132	249
Phone	9	15	24
Walk-in	12	13	25
Total victims served	138	160	298

***Primary – Victim directly impacted by the victimization**

****Secondary – Other victims impacted by the victimization
(typically children, grandparents)**

Victimization Types

Victimization	Primary	Secondary	Total
Adult Sexual Assault	3	8	11
Child Abuse	11	17	28
Child Sexual Abuse	21	31	52
Domestic Violence	85	80	165
Kidnapping (custodial)	2	1	3
Stalking/Harassment	1	3	4
Teen Dating Violence	1	1	2
MDT Assist	14	19	33
Total	138	160	298

Population Demographics

Gender

Gender	# of Victims
Male	101
Female	195
Not Reported	2
Total	298

Age at time of report

Age	# of Victims
0 – 12	81
13 – 17	45
18 – 24	36
25 – 59	99
60 and older	16
Not reported	21
Total	298

Crisis Intervention Includes

- Information about:
 - > Criminal Justice Process
 - > Victim's Rights
- Referrals to:
 - > Safe House & Victim Compensation.
 - > Yuma County Attorney Victim Services
 - > WACOG

Personal Advocacy

- ◉ Advocacy/Accompaniment to:
 - > Emergency Department
 - > Coordinating Forensic Medical Exam
 - > Forensic Interview
- ◉ Immigration assistance
- ◉ Transportation to Court, Amberly's Place or Safe House
- ◉ Interpretation

Emotional & Safety

- ◉ Crisis Intervention (includes safety planning & lethality assessment)
- ◉ Hotline/crisis line counseling
- ◉ On-scene crisis response
- ◉ Emergency financial assistance
- ◉ Counseling
 - > Community referrals
 - > MOU with RCBH and Yuma Counseling

Criminal/Civil Justice System

- ◉ Notify victim of criminal justice events
- ◉ Provide
 - > victim impact statement assistance
 - > civil legal assistance for Order of Protection
 - > victim compensation assistance
 - > prosecution interview advocacy
 - > criminal advocacy/court escort

COUNSELING

- 116 victims referred for counseling services
 - > Already have insurance (AHCCCS or private)
- 41 victims provided referral to contracted counseling agency
 - > Authorized 3 sessions for each victim
 - > \$80.00 per session

Food Boxes, Meat, Milk etc.



Cost Savings

“Cases that go through advocacy centers save time and money.”

Savings to Law Enforcement 125 cases @ \$1,000* \$125,000

**Based on National Children's Alliance (NCA) statistics 2014*

Agency Sponsored Expenses

Dodge Journey / Car Seats
3 Sessions of Therapy Services to Victims
Assistance in replacing locks/ repairing broken windows.
Forensic Interview/Case Assistance(other agencies charge \$360 per case)
AZ Post Certified Trainings (free)
Half Salary and ERE's for Advocate
Furniture/House wares/ Back packs/School supplies/clothes

Value of Agency Services

Amberly's Services -	\$235,346.50
Contract Amount -	<u>\$ 41,808.00</u>
	\$193,538.50

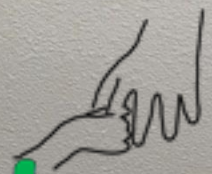
Return on Investment = 563%

We now also have an office in San Luis Municipal court to provide confidential services to victims needing assistance with orders of protection, etc.



To the world you may be just
one person, but to one person
you may be the world




Amberly's
PLACE
Family Advocacy Center



PRESENTATION

Regular City Council Meeting

4. B.

Meeting Date: 10/23/2019

Presentation Topic/Summary:

Presentation and recognition of the 2019, Third Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Angelica Cifuentes, Rogelio Martinez, ERAP Committee Chairs & Fausto Gonzalez, HR Training & Programs Coordinator)**

Attachments

2019 3rd Qtr ERAP Awardees

2019 3RD QUARTER RECIPIENTS

EMPLOYEE RECOGNITION & AWARDS PROGRAM (ERAP)

Years of Service

5 Years

Heber Galaz,
Police

Pedro Solorzano,
Public Works/Hwy Users

Maria Teresa Varela,
Senior Center

10 Years

Enrique Correa,
Public Works/Hwy Users

Margarita Dominguez,
Finance

Elias Gonzalez Jr.,
Communications

Officer Oscar Ruiz,
Police

15 Years

Liliana Evangelista,
Public Works

Glenn Gimbut,
City Attorney's

Isaac Gutierrez,
Development Services

Oscar Lara,
Public Works/Water

Laura Leon,
Billing & Collections

Chief Angel Ramirez,
Fire

20 Years

Sgt. Ernesto Prieto,
Police

Customer Service Award

Enrique Luna, Senior Center

Mr. Enrique Luna is the recipient of the customer service award due to the great customer service that he has displayed throughout his 19 years of employment with the City of San Luis. Enrique has a lot of exposure to the community and with seniors of our community. He displays great customer service not only for our internal customers at the senior center but also with WACOG staff and outside providers such as the Yuma Community Food Bank. Enrique is always willing to give a helping hand and is highly deserving of the customer service award.

Achievement Award

Yolanda Dueñas, *Facilities*

Recently, Yolanda took it upon herself to research and implement a maintenance process for generators for Police, Fire and our Yuma Regional Communication Systems IT room located in the Public Works Yard. These three generators are the power backups for our public safety departments and communication systems. These are crucial systems that have been overlooked in the past and would like to present Yolanda with the Achievement Award for her time and dedication in ensuring these systems are getting the routine maintenance they require. Thanks to her involvement, it was discovered that one of the generators was not operational and she immediately took action to ensure it got repaired.

Award of Excellence

Communications Division

The Award of Excellence goes to the Communications Division. These men and women dispatch all emergency responders to the scene and talk directly to the people who call asking for help. Often they are overlooked because they are not the ones riding to the scene but they are critical in emergency situations. When assisting over the phone, dispatchers take calls with a calm and reassuring voice, all while crucial information is being provided to those responding.

We are very fortunate to have such dedicated and professional dispatchers who recently have dealt with very stressful situations. It takes a special person with unique skills. We admire you, and thank you for the job you do.

Safety Award

Facilities Division

It is with great pleasure to present Facilities with the Safety Award this 3rd Quarter. In addition to performing their job at an exemplary level, the Facilities Division demonstrates an extraordinary commitment to making sure that all City buildings are maintained and always keeping safety in mind.

Facilities has demonstrated exemplary performance above and beyond the scope of assigned responsibilities and has brought about significant change to safety by utilizing and applying City safety practices and procedures, as well as bringing in a positive change to our safety culture.

Thank you Facilities for your dedication and hard work!

Employee of the Quarter

Omar Angulo, *Police*

Mr. Omar Angulo is the recipient of the Employee of the 3rd Quarter award. Omar began working with the Police Department as Transit Enforcement Officer in May of this year, and staff immediately recognized that every interaction that he has with colleagues or the public is infused with enthusiasm and dedication.

People make the difference and one of those people is Omar. Let us be grateful for the people who make us smile, and the people we can count on to get the job done. His hard work and creativity is appreciated by all.



PRESENTATION

Regular City Council Meeting

4. C.

Meeting Date: 10/23/2019

Presentation Topic/Summary:

Presentation of Certificates of Appreciation to the Planning and Zoning Commission in celebration of National Community Planning Month. **(Jose A. Guzman, Director of Planning & Zoning)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 10/23/2019

Summary

MINUTES OF

- Regular Council Meeting held September 25, 2019

Attachments

Minutes

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 25, 2019
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Cruz
Council Member Mario Buchanan Jr.
Council Member Matias Rosales
Council Member Gloria Torres

ABSENT: Council Member Africa Luna-Carrasco
Council Member Jose Ponce

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Alexis Gomez, Code Enforcement Officer
America Cano, Administrative Coordinator
Angel Ramirez, Fire Chief
Axel Chayra, IT Technician
Derek Duenas, IT Manager
Edgar Carbajal, Recruitment Coordinator
Enrique Lopez, Fire Captain
Ernesto Prieto, Police Sergeant
Estela Diaz, Custodian
Eulogio Vera, Director of Public Works
Fausto Gonzalez, HR Training and Programs Coordinator
Francia Alonso, PIO/Assistant to Council
Glenn Gimbut, Assistant City Attorney
Isaac Gutierrez, GIS Specialist
Janet Taylor, Legal Secretary
Jenny Torres, Economic Development Manager
Joaquin Campa, Building Official
Jorge Perez, Billing & Collections Manager
Jose A. Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks & Recreation
Martha Jimenez, Building Inspector
Monica Castro, Director of Finance

Oswaldo Rodriguez, Lead Custodian
Roman Pacheco, Planning Technician
Antonio Carrillo, President & CEO Yuma County Arts and Cultural Group
Cesar Neyoy, Reporter
Christian Cuevas, Simultaneous Interpreter
Guillermina Fuentes, Resident
Lucy Lopez, Reporter
Maria Gonzalez, Resident
Mark Concha, Resident
Najeh Edais, Riedel Holdings Engineer
Olivia Jenkins, Resident

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

The Invocation was led by Mr. Juan Ortiz, Seventh-Day Adventist Church.

4. PROCLAMATIONS

4.A. Human Resources Professionals Day - September 26, 2019

Mayor Gerardo Sanchez congratulated the Human Resources professionals, their hard work is appreciated.

4.B. National Custodian Workers Recognition Day - October 2, 2019

Mayor Gerardo Sanchez thanked the city's custodians for the service provided.

4.C. Breast Cancer Awareness Month October 2019

Mayor Gerardo Sanchez commented that breast cancer is a disease that affects everyone, with proper prevention, more lives can be saved. There is new technology to perform the mammograms and reminded all women to screen themselves for breast cancer.

4.D. Domestic Violence Awareness Month October 2019

Vice Mayor Maria Celia Cruz stated that October is domestic violence awareness month and events are put together to bring awareness to the community. Only a coordinated effort will put a stop to this crime. She thanked the San Luis Police Department, Amberly's Place and those who support domestic violence victims.

Mayor Gerardo Sanchez said that there has been an increase in the Yuma County area. He thanked Amberly's Place, the Coalition Against Domestic Violence and the San Luis Police Department.

4.E. National Community Planning Month October 2019

Mayor Gerardo Sanchez commented that the City of San Luis is in the process of working in the General Plan. The General Plan prepares the city for the next 10, 20, 30 years, it helps plan for the future and it is very important that the community be involved.

Ms. Sonia Cornelio, City Clerk, read all the proclamations in their entirety.

5. PRESENTATION

5.A. Presentation of the 2019-2020 San Luis Youth Council. (Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, introduced the members of the San Luis Youth Council to the Mayor and City Council. The Youth Council are David Hernandez, Emmanuel Hernandez, Francisco Felix, Genezareth Garcia, Jesus Cardenas, Judith Anderson and Karla Vera; Advisors Edgar Carbajal, Jose Guzman and Francia Alonso. They have different projects that they will be working on with department heads; this year they will be focusing on littering, making sure that the community is more green, roads and bike lanes.

Mayor Gerardo Sanchez congratulated the San Luis Youth Council and added he likes their ideas and are grateful they are part of this organization.

Council Member Matias Rosales asked how many and who attended the Arizona League of Cities and Towns conference. Ms. Alonso responded Emmanuel Hernandez was the only one.

Council Member Matias Rosales asked Emmanuel Hernandez if he would like to comment on his experience at the conference. Emmanuel Hernandez stated he enjoyed the conference as he got to interact with other students from the state participating in councils for the youth.

6. CONSENT AGENDA

6. A. MINUTES OF

- Special Council meeting held September 4, 2019
- Work Session meeting held September 4, 2019

6. B. DISBURSEMENTS FROM SEPTEMBER 1, 2019 THROUGH SEPTEMBER 25, 2019.

Total Disbursements \$587,846.44

(Five Hundred Eighty-Seven Thousand, Eight Hundred Forty-Six Dollars and Forty-Four Cents)

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona for Fiscal Year 2019-2020. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, explained the amount for the San Luis Film Festival is a total of \$5,000.00, which is the same amount as previous years. This event will take place from November 12-15, 2019 at the Cesar Chavez Cultural Center.

Mayor Gerardo Sanchez asked who will be the VIP person this year.

Mr. Antonio Carrillo, President & CEO Yuma County Arts and Cultural Group, responded they have a different plan this year, they wanted to bring a movie named "Sonora" from Mexico, however due to bureaucracy issues, it will not be possible. Instead, they will screen the "Sound of My Voice" with Linda Ronstadt and the VIP is not confirmed as of the moment. The event will open with "Mente Revolver" and the director and actor will be present. Mr. Carrillo provided a brief description of the schedule for the event.

Mayor Gerardo Sanchez thanked and congratulated Mr. Carrillo for this event and added that each year the event gets bigger. If possible a dinner and tickets to the movie theater will be raffled for two people, this will be for people that attend the event multiple days.

MOTION: Council Member Gloria Torres/Vice Mayor Maria Cecilia Cruz to approve \$5,000.00 to the Yuma County Arts and Cultural Group in support of the November 2019 San Luis Film Festival. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

7. B. Discussion and possible action on any and all matters regarding Resolution No. 2102. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. (Tadeo A. De La Hoya, City Manager)

Ms. Francia Alonso, Assistant to City Council/PIO, explained that the amount of \$70,573.00 is the same amount as last year's. This is for the operation of bus and transit services for the city and surrounding areas.

Mr. Tadeo A. De La Hoya, City Manager, added that the other contributing agencies are Yuma County, City of Yuma, City of Somerton, Town of Wellton, Cocopah Indian Tribe, Arizona Western College and Northern Arizona University and the contribution is one dollar more than last year.

Mayor Gerardo Sanchez mentioned that the vast majority of users of YCAT are residents from the City of San Luis. Many students use YCAT to go to school and is a service that we must continue to provide to them.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to approve and adopt Resolution No. 2102. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

7. C. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2019-0405 and Ordinance No. 392. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 36.76 acres of real property located on the southeast corner of San Luis Lane and 20th Avenue from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6). (Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, stated that this is a request by Riedel Holdings on behalf of Border Ranches to change the zoning classification of 36.76 acres from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6). The subject property is located in the east mesa of the City of San Luis; at the southeast corner of San Luis Lane and 20th Avenue. The reason for this request is to build a future subdivision to be called Santa Cecilia 4 which will consist of 169 lots. The zoning request is consistent with the General Plan and it was presented to the Planning & Zoning Commission on September 10, 2019. The commission recommended approval of the rezoning with the conditions recommended by staff. Staff is recommending approval with the following conditions:

1. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
2. A traffic study is required and the construction of any and all improvements as recommended by the said study.

The applicant agreed with the conditions.

2. Call to the Public on this item

Mr. Najeh Edais, Riedel Holdings, thanked the Mayor and City Council for considering this rezoning case; they agreed to the conditions.

There were no additional comments from the public on this item.

B. Close public hearing

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**C. Approval of Reading of Ordinance No. 392 by title only
(City Clerk to read the ordinance by title only)**

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to approve Ordinance No. 392 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 392 by title only.

D. Action on Ordinance No. 392

MOTION: Council Member Matias Rosales/Council Gloria Torres to approve Ordinance No. 392. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

8. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that the Founder's Day parade will take place on September 28, 2019 at 8:00 a.m. to start the celebration of the city's 40th anniversary. He cordially invited everyone to attend this event. He also reported that he met with the regional director for the census and there are concerns regarding the change of address; it is very important that everyone get counted. The official count will commence on April 1, but many of the agriculture

workers are in Salinas or different parts in California and there is a possibility that the State of California is going to count for the residents of the City of San Luis. An aggressive campaign will be done to promote the census.

Congress is getting ready to approve the presidential budget and meetings have been held with the different delegations as the City of San Luis' port of entry is still on the list. There is a possibility that during the negotiations the \$248 million are taken out...the city has been working for this port of entry for nearly nine (9) years.

9. CALL TO THE PUBLIC

Mr. Mark Concha, 1441 N. De La Vara Avenue, SLAZ, commented in spanish "Good evening, my name is Mark Concha, I live on 1441 N. De La Vara Avenue, here in San Luis, Arizona. Tonight ahh I'm here, since a bit more than a month ago, just over a month, I came and present a minor detail here for Mr. Mayor, since he's detaining what is meant to be the approval of Santa Cecilia 3, uhm, only for what is known to be personal things. There is no type of detail, at the moment here it is what would be the engineer from the city, planning, we have emails where there is no type of problems, you (plural) ahh keep saying that there was an "illegal lot split", being that there is not ahh any inconvenience with us, being that we never did it, but what the city in reality is trying to do or better say, they want to do is that Mrs. Riedel grants them a right on the property that is not hers, something that can't be done. Why, because the city of San Luis built a waste water plant on property that is not from the city. That is, more than anything the reason and umm overall it is detaining what is to be the growth, my job is still at risk, after the 1st of November, I will not have a job and not just me but quite more people, too much people that works directly and indirectly. In fact, the city gets sufficient money on behalf of all the permits that get paid, it's practically 80% the permits that, pardon its 80% what, from the permits that are given by the city of San Luis that we have been acquiring. For what? So there is more ahh residence, and also so that there is more employment, and all for things ahh from you Mr. Mayor that is taking the things personally and you members from the council that are not doing anything to stop it. He is only one vote, you are six votes that can stop it. It is reason why this past 19th of September, I took out a package to ahh recall you ahh Gerardo Sanchez, and I hope that all those persons that are unhappy support me to put order on what is the City being that there are preferences and double standards, there's what comes to be known a corruption on abuse of power and besides, not letting to work those who in reality are, are "hire" to work on the city and perform their work adequately."

Mr. Glenn Gimbut, 1534 N. 9th Avenue, San Luis Arizona, stated "This is in brief response to Mark. Uhh, Santa Cecilia 3 subdivision is proposed to be on an illegally created parcel. Uhh, there was an illegal lot split, lot tie to create it; Nieves Riedel knew it was an illegally created parcel when she bought it according to Josh Meyer. Uhh, it is the policy of Yuma County, Arizona, it is the policy of every city in Maricopa County,

Arizona, that when a parcel of land is illegally created, no development occurs until the illegality is straighten out.

City legal staff has made demand on Nels Rogers and Josh Meyer to do what's right, to follow city regulations, and if you will, make it legal and do it correct and do it the right way. There has been absolute refusal by Mr. Rogers, a police investigation is underway. In the meantime, until that illegality is straighten out, there is only going to be one (1) entrance and exit to Santa Cecilia #3 to 24th Street.

With that one (1) entrance and exit, if you will, if you look at the proper safety design, it is two (2) exits and entrances spread apart from each other, so that you can get adequate police and fire response in an emergency response into the subdivision. If you have only one way in and one way out, if it gets blocked for any reason, now you got a problem. Uhh, we have experienced, you have experienced, uhh Los Alamos subdivision and the fact, we are spending hundreds of thousands of dollars, our citizens are spending hundreds of thousands of dollars to straighten out a problem because of that poor design at Los Alamos. It is not the job of the citizens of the San Luis to make Nieves Riedel rich, it is our tax dollars should not go to support her developments, new development should support itself. It is been the long standing policy like every development agreement out there by Avenue E and Avenue F and that area, that new development will pay for all proper infrastructure. That is all city staff has asked of it, we are working hard to straighten up the problems, we are working hard hard to allow Santa Cecilia 3 to go forward but we cannot as long as we have an illegally created parcel and an unwillingness to correct the problems. As far as I am concern, Nels Rogers is a criminal but it takes time to process that through the system, that's where we're at. On a lighter note, I want to thank all of you humbly for making arrangements through the entire city to celebrate my birthday, October 4, thank you."

Mr. Najeh Edais, Santa Cecilia 3 Subdivision Engineer, stated "My name is Najeh Edais, uhh, it just happen that I am the engineer for San Cecilia 3, what you are hearing tonight is nothing but bogus. Uhh, the city attorney that was just speaking, he instructed us to go ahead and cause a lot split, we did the lot split, he asked us to put the necessary language on that lot split to make these lots legal, we did it. The lot split was submitted to the city, the city reviewed it, city engineer approved it, city staff approved it. The city, the person that was talking before me, the city attorney approved it, city signed it, we recorded it. That Santa Cecilia 3 right now, if you were to look at the county record, it is a legal lot. City staff and whoever that is involved with them is absolutely making a political deal about this and that is not right in the United States of America to hijack a property like this. I heard tonight from the city attorney, that he would love to practice engineering, that saying that Santa Cecilia 3 have one (1) exit, one (1) entrance one whatever. I really would like somebody to put that map, we have Santa Cecilia 3 have an access to 24th Street, it has an access to uhh, uhh going north to uhh, uhhmm, I forgot the name of the road that goes east/west that's another access and then going further north, the San Luis uhh, uhh Boulevard or road or whatever, you know, we have complied with widening roads, striping plans, signing, markings, everything. On top of that, Nieves Riedel, that bad woman in the City of San Luis, the one that bring opportunities to the City of San Luis and builds subdivisions and create jobs by the way,

you know, construction jobs. She has so many people building homes and making a living out of what she does, that is the bad person in San Luis, you know. I once said, that I think the City of San Luis should put a statue for her because of the economic development that she does for San Luis. She told the city and I challenge all city staff to come here and say something different, she said "I would build all the roads that you guys want me to build on a pay back agreement", and we went ahead, we met with the city, we met with the developers and we went in there. She was willing to go ahead and build those roads that the city have dreamed of, that are not necessary at this point because there is no traffic impact study that warrants them, but city want those roads, she said ok, I'll build them. If the right of ways, the city would not get right of ways for her to build those roads. We just finished our discussion with Mr. Nels Rogers today, where Nieves Riedel offered Nels Rogers, and this is for the record, \$30,000.00 to purchase land from him so she can give it to the city to satisfy city staff, so they can release her subdivision, they are hijacking the subdivision, this is a hijack deal at, at noon, you know. Well, Nels Rogers agreed to it and he, she wrote the check, I wish I had brought that check, I saw it today, she wrote him the check, then he said ok, I don't want to allow you to put storm water into my land, I said Nels, we have to take road off of the street and put it somewhere, he said no, I don't want that. Well now, excuse my French, Nels is a jackass, we know it, Glenn knows it, everybody that knows Nels Rogers knows it, but Nieves Riedel does not have the condemnation authority to go and get that property, she can sweet talk him, she can give him money, she can give him whatever he wants as far as money, but she does not have the condemnation power. City staff are not doing anything to get that piece of property from Nels Rogers. They call him criminal, fine, call him a criminal, but Nieves is not the criminal, she is trying to do the right thing."

Mayor Gerardo Sanchez advised Mr. Edais his five (5) minutes were over.

Mr. Edais added "Do something guys, that is unfair, you guys are mistreating this developer that is doing so much for the city, thank you."

Mr. Glenn Gimbut, made some comments that are inaudible...

Mayor Gerardo Sanchez told Mr. Gimbut that they have never allowed anyone to talk twice, because then they will be here all night.

Mr. Najeh Edais... stated some comments that are inaudible...

Mayor Gerardo Sanchez stated he is a citizen.

Mr. Glenn Gimbut stated "Najeh you know full well, the Santa Cecilia lots split had nothing to do with Nels Rogers...inaudible.

Ms. Olivia Jenkins, 3766 Jet Street, SLAZ, stated she wanted to personally and publicly thank HR staff, they are now her ex-coworkers and she was part of their team for two

(2) years. HR does a lot of work and she does not think it gets recognized enough, they are short staff and deserve to get the help needed. HR staff is willing to stay and dedicated.

10. EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and 38-431.03(A)(4) on any and all matters relating to settling the city's claim against LPC Construction, Inc. and its bonding company for completion of contracted road work for discussion or consultation for legal advice with the City Attorney or the City's Attorneys and in order to consider the City's position and instruct its Attorneys. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to go into executive session at approximately 8:07 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

11. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Maria Cecilia Cruz to go back into regular session at approximately 8:29 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

12. DISCUSSION AND POSSIBLE ACTION ITEM:

12.A. Discussion and possible action on any and all matters regarding settling the City's claim against LPC Construction, Inc., for the failure of the trench work along Cesar Chavez Boulevard for the Lift Station Project. (Kay Marion Macuil, City Attorney)

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Gloria Torres to approve the settlement agreement as presented in the amount of \$65,000.00. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

13. ADJOURNMENT

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:29 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING FO THE CITY COUNCIL, SAN LUIS, ARIZONA HELD ON SEPTEMBER 25, 2019. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 10/23/2019

Summary

DISBURSEMENTS FROM SEPTEMBER 28, 2019 THROUGH OCTOBER 11, 2019.

Total Disbursements \$807,686.62

(Eight Hundred Seven Thousand, Six Hundred Eighty-Six Dollars and Sixty-Two Cents)

Attachments

Disbursements



City of San Luis

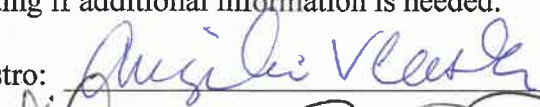
Finance Department

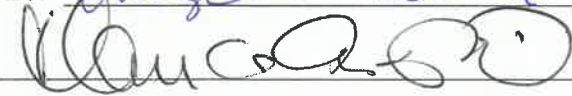
COUNCIL MEETING OCTOBER 23, 2019 **Disbursement Reports from 9/28/2019 to 10/11/2019**

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	10/2/2019	\$ 348,418.21	Schedule A
Accounts Payable Check Account	10/3/2019	\$ 207,097.67	Schedule B
Payroll Check Account	10/7/2019	\$ 4,419.61	Schedule C
Accounts Payable Check Account	10/10/2019	\$ 247,751.13	Schedule D

Total Disbursements: \$ 807,686.62

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 OCT 16 A 9:37

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Schedule A

Pay Day Register

Pay Date Range 09/14/19 - 09/27/19

Pay Batch 201920

PSPRS POLICE DB RATE - TIER	3,523.00	30,240.25	ATTORNEY- ALL & CLERICAL-	75.47	34,301.16
PSPRS POLICE DB RATE - TIER 2	1,129.80	9,697.89	AUTO SERVICE/ REPAIR	220.21	7,892.94
PSPRS POLICE DB RATE - TIER 3	1,814.82	18,257.77	BUILDING- NOC OPER BY	1,095.39	30,259.21
STANDARD LIFE ADDTNL	950.33	.00	BUS COMPANY AND DRIVERS	180.18	3,264.01
TRANSWESTERN MEXICAN	96.50	.00	CLERICAL OFFICE/ LIBRARY/	247.52	103,132.04
U.S. MEX DENTAL - EE &	655.96	.00	Electrician	59.11	1,882.40
U.S. MEX DENTAL - EE &	63.48	.00	FIREFIGHTERS & DRIVERS	3,966.36	112,681.32
UNITED WAY	14.00	.00	GARBAGE/ ASH/ REFUSE	280.10	4,481.60
US & MEX DENTAL= FAMILY	607.66	.00	MUNICIPAL/ TOWN/	82.76	4,729.18
US & MEX HEALTH = C	6,141.80	.00	PARKS- NOC ALL EMPLOYEES	570.38	18,399.31
US & MEX HEALTH = FAMILY	5,041.30	.00	POLICE OFFICERS	4,946.48	112,932.41
US & MEX HEALTH = SP	898.80	.00	RECREATION- ALL EMPLOYEES/	186.56	13,617.87
VSP - VISION FAMILY	640.56	.00	SEWAGE DISPOSAL/ PLANT	695.78	20,226.07
Net	<u>\$348,418.21</u> ✓		Street or Road Construction	1,733.15	21,583.25
			WATERWORKS OPERATIONS	698.09	20,118.11
			Total	<u>\$15,098.48</u>	

Direct Deposits	Amount
1st Bank Yuma	24,677.13
ACADEMY BANK	2,802.47
Bank of America	1,478.78
BANKCORP BANK	250.00
BBVA COMPASS	1,008.64
Charles Sch	200.00
Chase Bank	147,832.51
CHASE BANK CA	2,977.03
CHASE BANK MORGAN	325.96
chase centro	1,035.56
Federal Credit Union	43,578.73
FF CREDIT UNION	300.00
FIREFIGHTER FIRST CREDIT UNION	3,884.81
GREEN DOT BANK	852.10
National Bank	500.00
Navy Federal	17,237.45
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,105.74
Sunbank	1,871.31
USAA FEDERAL SAVING	1,636.42
WASHINGTON FEDERAL	1,044.44
Wells Fargo	60,263.84
WELLS FARGO ARKANSAS	1,691.11
Total	<u>\$316,671.03</u>

Prepared by:
Debora Luna

Date:

Approved by:

City of San Luis

Payment Register

From Payment Date: 9/30/2019 - To Payment Date: 10/3/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91457	10/03/2019	Open			Accounts Payable	YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRNSP AUTH	\$70,573.00		
91458	10/03/2019	Open			Accounts Payable	YUMA COUNTY RECORDER	\$105.00		
91459	10/03/2019	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$3,749.40		
91460	10/03/2019	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$743.67		
91461	10/03/2019	Open			Accounts Payable	YUMA SUNSETTERS	\$71.00		
91462	10/03/2019	Open			Accounts Payable	TOASTMASTERS CLUB MACHADO, IVAN & AIXIA GUTIERREZ	\$6,175.00		
Type Check Totals:					91 Transactions		\$207,097.67		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$207,097.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$207,097.67	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$207,097.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$207,097.67	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$207,097.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$207,097.67	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$207,097.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$207,097.67	\$0.00

Prepared By:
Maggie Dominguez
Date: 10/03/19
C

Payment Register

From Payment Date: 9/30/2019 - To Payment Date: 10/3/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
91372	09/30/2019	Open			Accounts Payable	NEWEGG BUSINESS INC.	\$36.02		
91373	10/03/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$92.30		
91374	10/03/2019	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
91375	10/03/2019	Open			Accounts Payable	FOP/ALC	\$345.00		
91376	10/03/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
91377	10/03/2019	Open			Accounts Payable	JIMENEZ, DIEGO	\$331.04		
91378	10/03/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$405.00		
91379	10/03/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,222.04		
91380	10/03/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
91381	10/03/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$73.50		
91382	10/03/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$750.00		
91383	10/03/2019	Open			Accounts Payable	US DEPARTMENT OF EDUCATION AWG	\$141.82		
91384	10/03/2019	Open			Accounts Payable	AFLAC	\$4,334.32		
91385	10/03/2019	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
91386	10/03/2019	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING	\$495.00		
91387	10/03/2019	Open			Accounts Payable	ANGUIANO, RAYMUNDO	\$150.00		
91388	10/03/2019	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$316.87		
91389	10/03/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$5,370.59		
91390	10/03/2019	Open			Accounts Payable	AZUL CAFE	\$841.96		
91391	10/03/2019	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$219.90		
91392	10/03/2019	Open			Accounts Payable	BILL ALEXANDER FORD	\$5,053.92		
91393	10/03/2019	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$133.40		
91394	10/03/2019	Open			Accounts Payable	BLT ASPHALT LLC	\$4,528.65		
91395	10/03/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$4,515.00		
91396	10/03/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$10,191.82		
91397	10/03/2019	Open			Accounts Payable	BTE BODY COMPANY INC	\$8,439.17		
91398	10/03/2019	Open			Accounts Payable	CAMPA, JOAQUIN	\$133.00		
91399	10/03/2019	Open			Accounts Payable	CARDENAS, JUAN, A	\$72.00		
91400	10/03/2019	Open			Accounts Payable	CELAYA, PAOLA	\$228.00		
91401	10/03/2019	Open			Accounts Payable	CENTURYLINK	\$1,327.81		
91402	10/03/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50		
91403	10/03/2019	Open			Accounts Payable	DUEÑAS, DEREK	\$91.00		
91404	10/03/2019	Open			Accounts Payable	ERICK M CARIO QUEZADA	\$6,600.00		
91405	10/03/2019	Open			Accounts Payable	ESPINOZA, JAVIER, A	\$120.00		
91406	10/03/2019	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$2,266.24		
91407	10/03/2019	Open			Accounts Payable	FISHER CHRYSLER	\$268.81		
91408	10/03/2019	Open			Accounts Payable	FRANCO, MARTIN, A	\$144.00		
91409	10/03/2019	Open			Accounts Payable	FREGOSO, JESUS	\$150.00		
91410	10/03/2019	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$1,400.00		
91411	10/03/2019	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	\$108.00		

Payment Register

From Payment Date: 9/30/2019 - To Payment Date: 10/3/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91412	10/03/2019	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$1,497.72		
91413	10/03/2019	Open			Accounts Payable	GUEVARA, ALAN	\$327.00		
91414	10/03/2019	Open			Accounts Payable	HENNESSY EQUIPMENT SALES CO.	\$5,990.60		
91415	10/03/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,470.88		
91416	10/03/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$359.20		
91417	10/03/2019	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$500.00		
91418	10/03/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$620.49		
91419	10/03/2019	Open			Accounts Payable	MARQUEZ, KINBERLY	\$500.00		
91420	10/03/2019	Open			Accounts Payable	MARQUEZ, LUIS	\$40.00		
91421	10/03/2019	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
91422	10/03/2019	Open			Accounts Payable	MEDINA, JOSE	\$240.00		
91423	10/03/2019	Open			Accounts Payable	MOLINA, YOLANDA	\$2,500.00		
91424	10/03/2019	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$747.00		
91425	10/03/2019	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
91426	10/03/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$190.47		
91427	10/03/2019	Open			Accounts Payable	PEREZ ARCE, ALEXIA	\$2,000.00		
91428	10/03/2019	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$4,238.00		
91429	10/03/2019	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$4,444.40		
91430	10/03/2019	Open			Accounts Payable	PPEP INC.	\$3,000.00		
91431	10/03/2019	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$284.00		
91432	10/03/2019	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
91433	10/03/2019	Open			Accounts Payable	PRINT ZOOM	\$31.44		
91434	10/03/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	\$40.00		
91435	10/03/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,083.62		
91436	10/03/2019	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$288.00		
91437	10/03/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$240.00		
91438	10/03/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$67.50		
91439	10/03/2019	Open			Accounts Payable	REAL COFFEE, LLC	\$58.50		
91440	10/03/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$42.00		
91441	10/03/2019	Open			Accounts Payable	REYES, KARLA	\$50.00		
91442	10/03/2019	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$1,100.00		
91443	10/03/2019	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$875.00		
91444	10/03/2019	Open			Accounts Payable	SANDOVAL, TERESA	\$250.00		
91445	10/03/2019	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$30.00		
91446	10/03/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$12,644.92		
91447	10/03/2019	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$1,298.15		
91448	10/03/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$53.49		
91449	10/03/2019	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$495.82		
91450	10/03/2019	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,001.15		
91451	10/03/2019	Open			Accounts Payable	THE HOME DEPOT	\$539.76		
91452	10/03/2019	Open			Accounts Payable	THE WLB GROUP, INC.	\$6,300.73		
91453	10/03/2019	Open			Accounts Payable	TORRES, JENNY	\$285.00		
91454	10/03/2019	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.00		
91455	10/03/2019	Open			Accounts Payable	USA BLUE BOOK	\$2,246.41		
91456	10/03/2019	Open			Accounts Payable	VELAZQUEZ, MICHELLE, L	\$70.00		



Schedule C

Pay Day Register

Pay Date Range 10/01/19 - 10/31/19

Pay Batch 201910M

Pay Batch 201910M 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 1,800.00
Total	0.0000	\$7,700.00	FEDERAL TAX WITHHOLDING	114.73 5,550.86	EODCRS - DISABILITY	2.26 1,800.00
			SOCIAL SECURITY TAX	477.40 7,700.00	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			MEDICARE	111.66 7,700.00	Health Council	6,693.88 .00
			STATE WITHHOLDING	151.60 5,550.86	Retirement Council EORP	3,532.23 5,750.00
			Council Retirement EORP	588.50 5,750.00	Vision Council	76.37 .00
			Dental Council	147.98 .00	Total	\$11,675.79
			EODCRS - COUNCIL	144.00 1,800.00		
			EODCRS - DISABILITY	2.26 1,800.00	Workers' Comp	Gross Base
			GARNISHMENT	220.86 .00	MUNICIPAL/ TOWN/	134.77 7,700.00
			Medical Council	1,216.20 .00	Total	\$134.77
			MISCELLANEOUS	55.00 .00		
			Vision Council	50.20 .00	Direct Deposits	Amount
			Net	\$4,419.61 ✓	1st Bank Yuma	728.70
					Chase Bank	688.14
					Federal Credit Union	918.15
					Sunbank	919.54
					WASHINGTON FEDERAL	751.40
					Wells Fargo	413.68
					Total	\$4,419.61
					Check	\$0.00

Prepared by:
Debora Luna

Date:

Approved by

Schedule D

City of San Luis

Payment Register

From Payment Date: 10/7/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91580	10/10/2019	Open			Accounts Payable	USA BLUE BOOK	\$4,750.04		
91581	10/10/2019	Open			Accounts Payable	VEGA, LUISA, ANGELICA	\$50.00		
91582	10/10/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$8,685.51		
91583	10/10/2019	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,070.35		
91584	10/10/2019	Open			Accounts Payable	WAL-MART RESTITUTION RECOVERY	\$12.05		
91585	10/10/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$109.95		
91586	10/10/2019	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$946.53		
91587	10/10/2019	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	\$25.00		
91588	10/10/2019	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$400.00		
91589	10/10/2019	Open			Accounts Payable	YUMA COUNTY TREASURER	\$161.08		
91590	10/10/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$86.44		
91591	10/10/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$526.09		
91592	10/10/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$1,200.89		
91593	10/10/2019	Open			Accounts Payable	YUMA WINNELSON CO.	\$7,252.27		
91594	10/10/2019	Open			Accounts Payable	YUMA COUNTY ARTS AND CULTURAL GROUP	\$10,000.00		
Type Check Totals:							132 Transactions	\$247,751.13	
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	132	\$247,751.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	132	\$247,751.13	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	132	\$247,751.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	132	\$247,751.13	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	132	\$247,751.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	132	\$247,751.13	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	132	\$247,751.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	132	\$247,751.13	\$0.00

Prepared By:
Maggie Dominguez
Date: 10/10/19
Thursday, October 10, 2019

Payment Register

From Payment Date: 10/7/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
91463	10/08/2019	Open			Accounts Payable	BRIDGET'S GIFT	\$410.00		
91464	10/08/2019	Open			Accounts Payable	FOUNDATION OF YUMA REGIONAL MEDICAL CENTER	\$410.00		
91465	10/08/2019	Open			Accounts Payable	HOPE BRIGADE	\$410.00		
91466	10/08/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$220.87		
91467	10/08/2019	Open			Accounts Payable	ROSALES, MATIAS	\$285.00		
91468	10/09/2019	Open			Utility Management Refund	CASILLAS, ROSA	\$15.06		
91469	10/09/2019	Open			Utility Management Refund	COMITE DE BIENESTAR INC	\$4.82		
91470	10/09/2019	Open			Utility Management Refund	COMITE DE BIENESTAR INC	\$1.62		
91471	10/09/2019	Open			Utility Management Refund	COMITE DE BIENESTAR INC	\$16.50		
91472	10/09/2019	Open			Utility Management Refund	DESERT EXCAVATING INC C/O JAMES M BODINE	\$1,950.04		
91473	10/09/2019	Open			Utility Management Refund	ESTUDILLO, JOSE LUIS	\$40.43		
91474	10/09/2019	Open			Utility Management Refund	FLORES, CLAUDIA, C	\$122.96		
91475	10/09/2019	Open			Utility Management Refund	GARCIA, REYNA E & BENJAMIN	\$13.49		
91476	10/09/2019	Open			Utility Management Refund	GASTELUM, FRANCISCO & VILLEGAS, ADRIANA	\$15.25		
91477	10/09/2019	Open			Utility Management Refund	H.A.K. CONSTRUCTION LLC	\$18.60		
91478	10/09/2019	Open			Utility Management Refund	HERNANDEZ, NESTOR & GERALDINE	\$80.00		
91479	10/09/2019	Open			Utility Management Refund	MENDEZ, CORAL	\$197.61		
91480	10/09/2019	Open			Utility Management Refund	MENDOZA FERNANDO & MELGOZA ANDREA	\$97.84		
91481	10/09/2019	Open			Utility Management Refund	MIRANDA OSCAR & OSCAR F	\$50.36		
91482	10/09/2019	Open			Utility Management Refund	RAMOS, SANDRA, E	\$15.93		
91483	10/09/2019	Open			Utility Management Refund	RENTERIA, MARCO, A	\$172.02		
91484	10/09/2019	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	\$20.25		
91485	10/09/2019	Open			Utility Management Refund	RODRIGUEZ, RICARDO & ALEJANDRINA MEZA	\$13.75		
91486	10/09/2019	Open			Utility Management Refund	SEVILLANO ARZOLA, ARMANDO	\$17.32		
91487	10/09/2019	Open			Utility Management Refund	ZAVALA, SOFIA	\$142.25		
91488	10/10/2019	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$12,500.01		
91489	10/10/2019	Open			Accounts Payable	24-7 GET FIT SL, LLC	\$572.00		
91490	10/10/2019	Open			Accounts Payable	4 IMPRINT	\$1,360.60		
91491	10/10/2019	Open			Accounts Payable	A & H ELECTRIC	\$320.00		

Payment Register

From Payment Date: 10/7/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91492	10/10/2019	Open			Accounts Payable	ALLUVIAL MEDIA LLC	\$1,250.00		
91493	10/10/2019	Open			Accounts Payable	ALSCO, INC	\$3,772.89		
91494	10/10/2019	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$100.00		
91495	10/10/2019	Open			Accounts Payable	ARAIZA, LEO	\$50.00		
91496	10/10/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
91497	10/10/2019	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$479.34		
91498	10/10/2019	Open			Accounts Payable	ARIZONA STATE TREASURER	\$24,199.96		
91499	10/10/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$564.60		
91500	10/10/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
91501	10/10/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$282.75		
91502	10/10/2019	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$85.20		
91503	10/10/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$243.64		
91504	10/10/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,816.38		
91505	10/10/2019	Open			Accounts Payable	BORDER GYM FITNESS LLC	\$616.00		
91506	10/10/2019	Open			Accounts Payable	BORDER PRECAST INC.	\$2,340.00		
91507	10/10/2019	Open			Accounts Payable	BORREGO BROTHERS, INC	\$4,545.89		
91508	10/10/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$139.23		
91509	10/10/2019	Open			Accounts Payable	BTE BODY COMPANY INC	\$1,944.08		
91510	10/10/2019	Open			Accounts Payable	CDWG	\$1,780.77		
91511	10/10/2019	Open			Accounts Payable	CENTURYLINK	\$6,651.06		
91512	10/10/2019	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$2,537.50		
91513	10/10/2019	Open			Accounts Payable	COUNTY RV REPAIR & SALES LLC	\$1,000.00		
91514	10/10/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$50.00		
91515	10/10/2019	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$19,254.96		
91516	10/10/2019	Open			Accounts Payable	DATA IV INC.	\$363.18		
91517	10/10/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$175.00		
91518	10/10/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$5,989.92		
91519	10/10/2019	Open			Accounts Payable	DESERT WATER	\$9.96		
91520	10/10/2019	Open			Accounts Payable	DON CHALMERS FORD INC	\$1,420.02		
91521	10/10/2019	Open			Accounts Payable	DUEÑAS, DEREK	\$91.00		
91522	10/10/2019	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$928.17		
91523	10/10/2019	Open			Accounts Payable	FERGUSON ENTERPRISE, INC.	\$217.01		
91524	10/10/2019	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$490.12		
91525	10/10/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,215.00		
91526	10/10/2019	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$189.03		
91527	10/10/2019	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$5,579.03		
91528	10/10/2019	Open			Accounts Payable	GILA ELECTRONIC	\$1,797.72		
91529	10/10/2019	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$505.25		
91530	10/10/2019	Open			Accounts Payable	GUERRERO, ARACELY	\$50.00		
91531	10/10/2019	Open			Accounts Payable	GUEVARA, ALAN	\$327.00		
91532	10/10/2019	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$2,792.75		
91533	10/10/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$1,498.68		
91534	10/10/2019	Open			Accounts Payable	IPS GROUP INC	\$534.66		
91535	10/10/2019	Open			Accounts Payable	IRON MOUNTAIN INC	\$39.74		

Payment Register

From Payment Date: 10/7/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91536	10/10/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$724.76		
91537	10/10/2019	Open			Accounts Payable	LA PEQUENA	\$294.00		
91538	10/10/2019	Open			Accounts Payable	LARA, PAULINO	\$232.00		
91539	10/10/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,272.52		
91540	10/10/2019	Open			Accounts Payable	LEAGUE OF AZ CITIES & TOWNS	\$21,821.00		
91541	10/10/2019	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$1,169.78		
91542	10/10/2019	Open			Accounts Payable	LG ON SITE LLC	\$135.48		
91543	10/10/2019	Open			Accounts Payable	LOOMIS	\$1,558.43		
91544	10/10/2019	Open			Accounts Payable	LUNA, JESUS ENRIQUE	\$75.00		
91545	10/10/2019	Open			Accounts Payable	MAGU ENTERPRISE	\$3,650.00		
91546	10/10/2019	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$305.99		
91547	10/10/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$34,767.82		
91548	10/10/2019	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$2,653.10		
91549	10/10/2019	Open			Accounts Payable	MONOPRICE INC.	\$148.81		
91550	10/10/2019	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC	\$1,093.50		
91551	10/10/2019	Open			Accounts Payable	NAVARRO, CAROLINE	\$100.00		
91552	10/10/2019	Open			Accounts Payable	NET TRANSCRIPTS INC.	\$100.00		
91553	10/10/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$225.33		
91554	10/10/2019	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$1,836.71		
91555	10/10/2019	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$406.55		
91556	10/10/2019	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$480.43		
91557	10/10/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$1,370.43		
91558	10/10/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$250.00		
91559	10/10/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$352.33		
91560	10/10/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$122.00		
91561	10/10/2019	Open			Accounts Payable	REAL COFFEE, LLC	\$53.14		
91562	10/10/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$141.99		
91563	10/10/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	\$1,994.05		
91564	10/10/2019	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$621.06		
91565	10/10/2019	Open			Accounts Payable	RUIZ, CINDY	\$175.00		
91566	10/10/2019	Open			Accounts Payable	RUSH TRUCK CENTER	\$544.23		
91567	10/10/2019	Open			Accounts Payable	SANFORD, JAMES	\$750.00		
91568	10/10/2019	Open			Accounts Payable	SANTIAGO, JOSE V.	\$150.00		
91569	10/10/2019	Open			Accounts Payable	SHERWIN WILLIAM	\$83.26		
91570	10/10/2019	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$143.86		
91571	10/10/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	\$660.00		
91572	10/10/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$2,400.17		
91573	10/10/2019	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$58.89		
91574	10/10/2019	Open			Accounts Payable	TARGET SOLUTIONS LEARNING, LLC	\$4,948.00		
91575	10/10/2019	Open			Accounts Payable	THE LAW OFFICES OF RYAN C. HENGL ESQ. P.L.C.	\$800.00		
91576	10/10/2019	Open			Accounts Payable	THE WLB GROUP, INC.	\$69.00		
91577	10/10/2019	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$480.24		
91578	10/10/2019	Open			Accounts Payable	TOWN OF PAYSON	\$250.00		
91579	10/10/2019	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,440.00		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 10/23/2019

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

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Architectural Services Agreement with Thompson Design Architects, P.C. to provide necessary professional services to complete the Senior Center Expansion Project, Community Development Block Grant (CDBG) #105-20. **(Mary French-Jones, Grants Writer)**

SUMMARY:

The City of San Luis received a Fiscal Year 2019-2020 Regional Account Community Development Block Grant (CDBG) funds to complete the Senior Center Expansion Project CDBG #105-20 in the amount of \$459,764.00. In order to facilitate this project, it is necessary to procure architectural services to assist with the design, construction bid documents and other consulting work that may be required during the project construction and completion.

The City of San Luis solicited architectural services for the federally funded Senior Center Expansion Project CDBG #105-20 on September 6, 2019. Staff received eight (8) requests. Staff conducted an optional pre-proposal meeting on September 17, 2019, at the San Luis Senior Center for all interested entities. Staff conducted the proposal opening on September 30, 2019, and received four (4) proposals from qualified architectural firms. The project's review committee ranked, then selected the most suitable firm to enter into negotiations. Staff recommends entering into a contract agreement with Thompson Design Architects, PC to complete the architectural design and other consultation work for the completion of the Senior Center Expansion Project CDBG #105-20.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH THE ARCHITECT FOR THE SENIOR CENTER EXPANSION AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City/Federal Funds
TOTAL:	\$34,800.00
BUDGETED AMOUNT:	\$28,400.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: C.O. Senior Center Expansion
255-210-90015.221 \$459,764.00

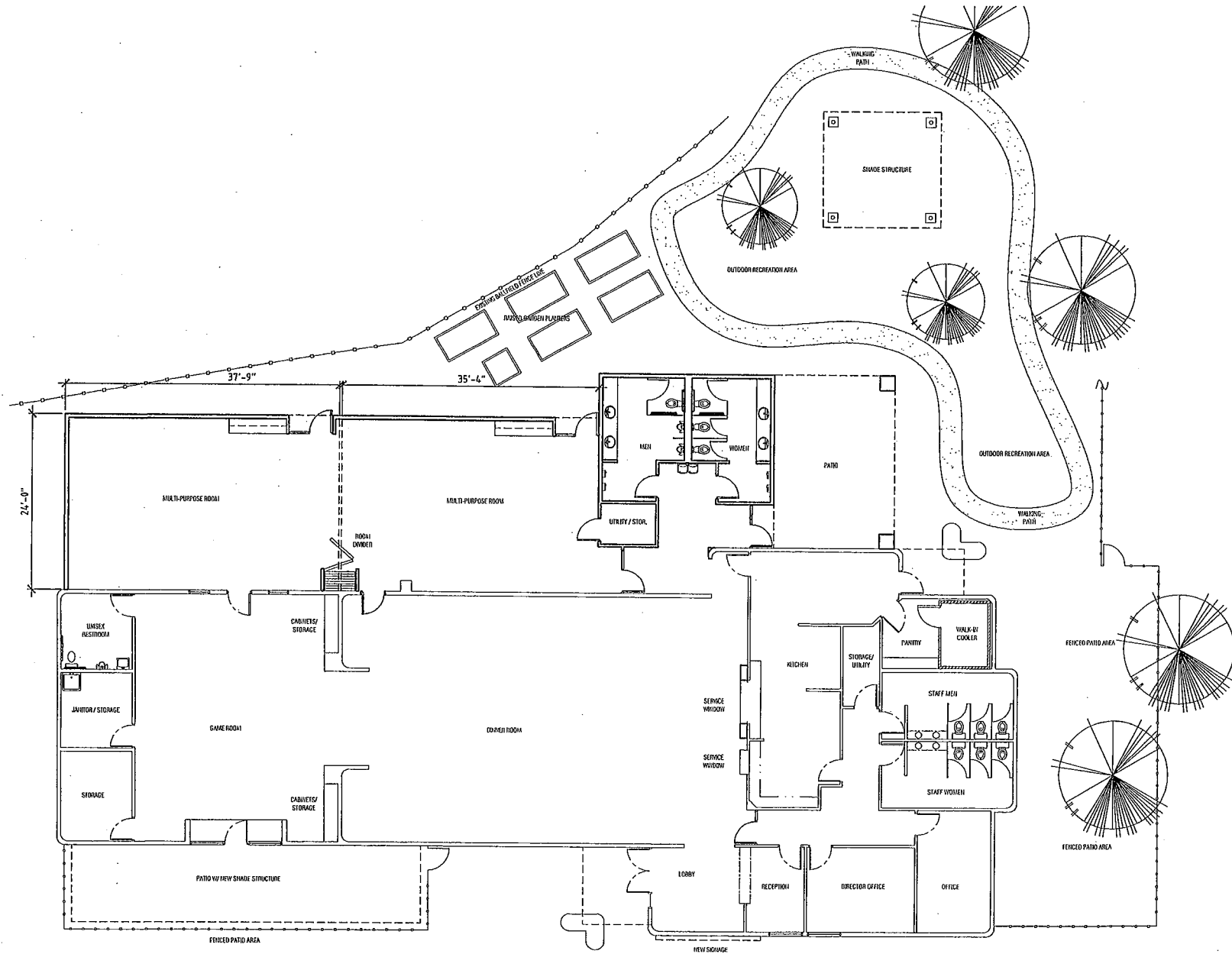
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Funds for grant budgeted in account no. 255-210-90010.221 - Capital Outlay - CIP Senior Center Expansion. Project is funded by CDBG Contract #105-20 from the Arizona Department of Housing and City funds.

Attachments

Senior Center Conceptual Design
RFQ Proposal Evaluation & Recommendation
Thompson Design Architects-Fee Proposal
Architectural Services_Thompson Design Architects, PC

SAN LUIS SENIOR CENTER EXPANSION
CONCEPTUAL DESIGN





City of San Luis

Business Incubator

PROPOSAL EVALUATION SUMMARY AND AWARD RECOMMENDATION

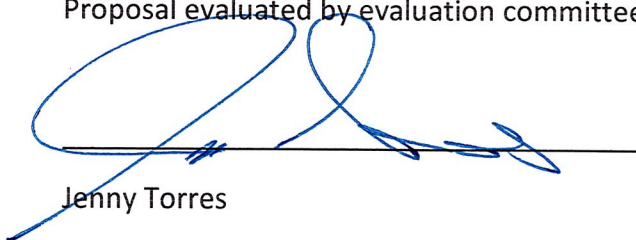
1. Project: City of San Luis Architectural Services Senior Center Expansion Project 105-20
2. Proposal Submission Deadline: September 30, 2019
3. Proposal Evaluation Summary:

NO.	FIRM	TOTAL POINTS
-----	------	--------------

1	Thompson Design Architects PC	334
2	Nicklaus Engineering, Inc. / Architecture West	316
3	GLHN Architects & Engineers, Inc.	305
4	INNOV-R Design + Construction	242

4. On the basis of the evaluation which was carried out in accordance with the Request for Qualifications, the evaluation committee is recommending selection of the Thompson Design Architects, PC be awarded a contract for the City of San Luis Architectural Services Senior Center Expansion Project 105-20.

Proposal evaluated by evaluation committee:


Jenny Torres
Economic Development Manager

October 8, 2019

Date

10/9/18
CITY OF SAN LUIS

PROPOSAL FOR DESIGN SERVICES – SENIOR CENTER REMODEL AND BUILDING ADDITION

SCOPE OF WORK

Design and construction documents of a remodel and building addition to the San Luis Senior Center in San Luis, Arizona.

It is understood that the scope shall be per the RFQ documents and preliminary design.

PROPOSED SERVICES

BASIC SERVICES

Complete Architectural and Engineering Construction Documents to include:

Architectural Services

- Coordination of consultant engineers
- Concept design development
- Architectural construction documents
- Review for code compliance
- Coordination of authority plan review

Structural Services

- Structural design
- Structural Calculations

Mechanical / Plumbing / Fire Protection Services

- HVAC and Plumbing design documentation
- HVAC and Plumbing calculations review meeting current building codes
- Fire Sprinkler design and documentation

Electrical Services

- Power and Lighting plans meeting current design codes

BASIC SERVICES FEE: \$ 29,600

CONSTRUCTION PHASE SERVICES

- Product and material submittal review
- Contractor requests for information
- Architect site visits as required to observe construction status

CONSTRUCTION PHASE SERVICES FEE: \$ 5,200

Exclusions: Permit and utility provider fees, Special structural inspections and structural observations, Off-site design. Civil engineering provided by owner – proposal includes coordination of owner-provided civil engineering consultant.

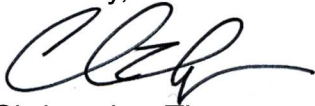
No retainer is required.

Payments would be made at completion of each phase of the work.

Drawings will be delivered in PDF format. Document printing for owner and permit submission review are considered reimbursable expenses.

If the above terms are satisfactory, please sign and return to me and I will prepare a standard AIA Owner/Architect Agreement for execution. Thank you again for the opportunity to work with you and I look forward to a successful project.

Sincerely,



Christopher Thompson
Principal Architect

Agreed: _____

Name: _____

Date: _____

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement is made on the _____ day of October 2019 between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and Thompson Design Architects, PC, Architect of Yuma, Arizona, having a principal being a registered architect of the State of Arizona ("Architect"):

Witness:

By this Agreement the City hereby engages the services of Architect for the following described project ("Project"): San Luis Senior Center Expansion Project CDBG # 105-20).

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

The accomplishment of the work and services describe in the Agreement is necessary and essential to the senior services improvement program of the City; and

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

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

ARTICLE I. DESCRIPTION OF PROJECT

- A. Architectural design for the renovations to the San Luis Senior Center Project ("Project") located at 790 E. Cesar Chavez Boulevard. Improvements will consist of approximately 2,800 SF of addition to multi-purpose rooms; 3,200 SF remodel to existing interior spaces; addition of two new ADA restrooms; and other work incidental to the improvements.

The Project design, inspections and construction administration for renovations is all for an estimated cost of \$34,800.00.

Architect will supply the City with an estimated construction cost.

- B. The term “estimated construction cost” is defined as the total estimated cost for the promises and agreement to perform the work as described in the Request for Qualifications (RFQ) construction of the Project assigned to the Architect under this Agreement in a good and competent manner as specifically indicated in the Architect’s submittal dated September 30, 2019, and to the satisfaction of the City or its designees. The terms of the above-referenced RFQ and the Architect’s Submittal is incorporated herein by reference and such items are made a part of this Agreement as if the same were set forth fully herein. In the event any incorporated term may be inconsistent with and express term of this Agreement, the latter shall prevail.

ARTICLE II. ARCHITECT’S SCOPE OF WORK

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

ARTICLE III. CHANGES IN SCOPE

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

ARTICLE IV. ARCHITECT’S FEE

A. Basic Fee

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Architect shall be paid a “Basic Fee,” which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a total lump sum amount \$34,800.00.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Architect and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Architect’s compensation will not be adjusted unless the Scope of Services

to be proved by the Architect's changes, and the adjustment is agreed to by the parties in writing pursuant to Article III above.

Payment Schedule for Basic Fee

a. Design phase services for the San Luis Senior Center Renovations Project will be provided for a cost of **\$29,600.00**.

b. Construction phase will be provided for a cost of **\$5,200.00**.

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

B. Payment Schedule for Basic Fee

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

a. Thirty percent (30%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Preliminary Design Phase. If the City terminates this Agreement after the completion and acceptance, no further fees shall be due the Architect under Paragraph A of Article IV of this Agreement.

b. Sixty percent (60%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that completion and acceptance, no further fees shall be due the Architect under Paragraph A of Article IV of this Agreement.

c. Ninety percent (90%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that completion and acceptance, no further fees shall be due the Architect.

d. The final ten percent (10%) of the Basic Fee prorated in accordance

with Final Design, and acceptance of the Project, and upon completion and acceptance by the Project, and receipt of approved reproducible mylar drawings of the Project plans prepared in a format prescribed by the Economic Development Manager or designee.

2. Basic Fee for construction phase shall be paid in installments as the construction work progresses and is completed. The final ten percent (10%) will be prorated, and upon construction completion and final acceptance by the Economic Development Manager or designee.

C. Payment for Special Services.

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

D. Certified Cost Records.

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

E. Gross Receipts Tax.

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

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

A. The field notes, design notes, and logs of any wells drilled, as instruments of service, are and shall remain the property of the Architect, however, copies of such records shall be furnished to City upon its request. All drawings of the construction plans, including any "as built" drawings, shall be the property of City. The City agrees that Architect shall retain any common law copyright and that the City will

not allow copies to be reproduced in a manner inconsistent with said common law copyright. The City shall be furnished, at no additional cost, a disk of all design drawings, including any "as built" construction drawings, with one set of reproducible mylars of the original drawings of the work.

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

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

ARTICLE VI. CONTRACT TIMES

The Architect's work for the Preliminary Design and Final Design Phases of the Project will be completed and ready for final payment within 90 calendar days of the date in the Notice to Proceed. The Architect's work for the Construction Phase shall correspond to the time allowed for construction and shall be completed within 30 days of the Contractor completing work. No work shall commence before the Notice to Proceed issued. Furthermore, this Agreement does not take effect and is not valid unless and until it is accepted and approved by the City of San Luis.

ARTICLE VII. TERMINATION

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

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

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

ARTICLE VIII. ASSIGNMENT

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

ARTICLE IX. CONFLICT OF INTEREST

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

ARTICLE X. INDEMNITY

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

ARTICLE XI. INSURANCE

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

a. Workmen's Compensation Insurance.

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

b. Liability Insurance.

[Intentionally left blank, continues next page]

The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Employer's Liability	\$100,000 each Accident
Disease	\$100,000 each Employee
	\$500,000 Disease Limit Policy
Commercial General Liability	\$1,000,000 per Occurrence
Products/Completed Operations	\$2,000,000 Annual Aggregate
Professional Liability	\$1,000,000 each Occurrence
and Annual Aggregate	
Consultant's Protective Bodily Injury	\$2,000,000 each Occurrence
	and Annual Aggregate
Consultant's Protective Personal Property	\$1,000,000 each Occurrence
	and Annual Aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each Occurrence
	and Annual Aggregate
Valuable Papers	\$100,000

Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Contract.

ARTICLE XII. DISCRIMINATION PROHIBITED

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

[Intentionally left blank, signature page follows]

ARTICLE XIII. ADMINISTRATION OF AGREEMENT

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

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

The City of San Luis

Contractor

By: _____
Tadeo Azael De La Hoya, City Manager

By: _____
Chris Thompson

APPROVED AS TO FORM:

By: _____
Kay Macuil, City Attorney

EXHIBIT I. DUTY OF ARCHITECT

The Architect shall render professional architectural services as described below:

A. Basic Services

1. Preliminary Design Phase and Final Design Phase

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

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

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

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

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

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

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

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

- e. Detailed working drawings, specifications, and other Contract Documents to the City for review and comments.
 - f. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Architect at no additional cost to the City.
 - g. After incorporation of comments, provide the City with the requested number of check sets of Contract Documents for the Project.
 - h. Upon final City approval of the contract documents and prior to the first Advertisement for Bids, provide the City with the requested number of sets of the approved Contract Documents for the Project.
2. The Construction Phase
- a. Assist the City in obtaining construction bids. Tabulate bids and furnish a recommendation regarding the award of the construction contract.
 - b. Upon award of the construction contract, provide the City with the requested number of sets of formal Contract Documents for the Project, including plans and specifications.
 - c. Assist the City in the execution of formal Contract Documents for the construction contract.
 - d. Furnish consultation and advice during construction of the work.
 - e. Make periodic inspections and observation of the work in progress and provide inspection reports.
 - f. Make periodic estimates and certificates of payment at intervals required by the specifications of the Project.
 - g. Prepare reproducible “as built” drawings to reflect construction as actually accomplished.
 - h. Make final inspection and recommendation regarding acceptance of the work performed in the construction contract. In performing construction inspection and observation, it is expressly understood and agreed that the Architect will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Architect does not guarantee the performance of the Contractor.

B. Special Services

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

C. Performance

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

2. The Architect shall submit:

a. Final construction contract documents ready for bid.

b. "As built" drawings after satisfactory completion of the Project.

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

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



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 10/23/2019

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to increase the financial budget necessary for the acceptance of a technical assistance grant and provide a monetary match for Fiscal Year 2019-2020. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis issued a Request for Proposals to facilitate a Natural Gas Feasibility Study in San Luis, Arizona. The North American Development Bank granted the City of San Luis a technical assistance grant in the amount of \$161,050.00. The technical assistance grant requires a match to cover the cost of the consultant fee in the amount of \$17,894.00. Staff is requesting that the Council to authorize an increase in the financial budget in departmental account 255-135-44000 to accept the grant funds and increase the expenditures in account 255-135-80000 to spend down the funds of \$178,944.00. We also request approval to use contingency funds to commit the necessary match of \$17,894.00 to complete the feasibility study.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INCREASE IN BUDGET TO \$178,944.00 AND TO USE CONTINGENCY FUNDS TO PROVIDE A MONETARY MATCH OF \$17,894.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$17,894.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	YES

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-110-81000 \$300,000

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

Total project will cost \$178,944. North American Bank will provide \$161,050. The City will contribute match funds of \$17,894. The matching funds will be transferred from contingency fund account 100-110-81000 to account 100-999-81100.

Attachments

Natural Gas Line Feasibility Study

Natural Gas Line Feasibility Study

**City of San Luis
Natural Gas Line Project
Bid Opening
May 16, 2019
3:00 p.m.**

[illegible]



ADM/MV 0700-10/19
October 7, 2019

Ms. Jenny Torres
Economic Development Manager
City of San Luis
1090 E. Union Street
P.O. Box 1170
San Luis, Arizona 85349

Subject: **Natural Gas Feasibility Study in San Luis, Arizona**

Dear Ms. Torres

This letter is to inform you that the North American Development Bank (NADB) has approved an extension to its technical assistance funding in an amount not to exceed **U.S. \$161,050** to develop a **Natural Gas Feasibility Study in San Luis, Arizona**. Such assistance will be subject to acceptance by the City of San Luis of the terms and conditions for use of the funds, including the no-objection by NADB to the Scope of Work, Procurement Process, and Contracting by the City of San Luis of the selected consultant. NADB staff will contact you to agree on the next steps for the subject technical assistance contracting.

We appreciate your commitment to addressing health and environmental issues on the U.S.-Mexico border. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mario E. Vázquez

Technical Assistance Director

**City of San Luis
Natural Gas Line Project
Bid Opening
May 16, 2019
3:00 p.m.**

[illegible]



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 10/23/2019

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

ITEM:

Discussion and possible action on any and all matters regarding the approval of request of Council's Contingency fund to cover costs of the City of San Luis Census 2020 Campaign. **(Jose A. Guzman, Director of Planning and Zoning, and Francia Alonso, PIO/Assistant to Council)**

SUMMARY:

The 2020 Census will occur on April 1, 2020. The Census is a mandate of the United States Constitution to complete a count every ten (10) years of everyone residing in the United States. This includes people of all ages, races, ethnic groups, citizens, and non-citizens. The population totals from the 2020 Census will determine the number of seats each state has in the House of Representatives; it will be used to redraw state legislative districts; and it will determine funding for programs, projects and state shared revenues.

The Complete Count Committee program is a cooperative effort between governments and the Census Bureau to incorporate local knowledge, expertise, influence and resources to enhance efforts in data collection, recruiting and promotional activities. The creation and use of a Complete Count Committee by local governments is a major vehicle for planning and implementing a locally-based promotion to publicize the importance of Census 2020.

In addition to being part of the Yuma County Complete Count Committee, the City wants to do an aggressive campaign on promoting the importance of the Census and making sure all residents of San Luis are counted.

According to the Census, an invitation to respond online to the 2020 Census will be sent to every household in between March 15-20 and a reminder letter between March 16-24.

After the Census Day, those who did not respond will be receiving a reminder postcard (March 26- April 3) and then a reminder letter (April 8-16). The final reminder postcard will be sent between April 20-27. After the final reminder, Census representatives will follow-up in person.

According to the Census, 95% of households will receive their census invitations and letters in the mail. However, all the mail from the Census will be sent to the physical address of each household. The City of San Luis does not have home-delivery mail, so the residents of San Luis will not receive any of the invitations and letters mentioned above.

For this reason, the city wants to make sure that all the residents of San Luis get informed and invited to participate in the early stage of the Census. The City of San Luis Planning and Zoning Department is seeking approval from the Mayor and City Council to transfer \$25,000.00 from City Council Contingencies GL account #100-110-81000 to Development Services Special Services GL account

#100-130-80005. The budget transfer will help cover the expenses for the promotional campaign of the Census 2020 for the City of San Luis.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE TRANSFER OF FUNDS IN THE AMOUNT OF \$25,000.00 FROM THE CONTINGENCY FUND TO PAY FOR THE CITY OF SAN LUIS' CENSUS 2020 PROMOTIONAL CAMPAIGN AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$25,000.00
BUDGETED AMOUNT:	\$0.00
AVAILABLE AMOUNT TO TRANSFER:	\$300,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	City Council Contingencies 100-110-81000 / \$300,000.00
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	
Please find budget transfer attached.	

Attachments

Budget Transfer Form

City of San Luis Budget Adjustment Form



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 10/23/2019

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 slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the Fiscal Year 2019-2020 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 \$220,000.00. The City would piggyback on a contract that the City of Yuma has in place 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 state cooperative purchasing under A.R.S. §41-2632(2).

This request also complies with the San Luis City Code-Purchasing 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 \$220,000.00 is under the state law threshold for bidding out for street construction, which is over \$232,755.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF SLURRY SEAL APPLICATION SERVICES THROUGH AMERICAN PAVEMENT PRESERVATION FOR \$220,000.00.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY HURF
TOTAL:	\$220,000.00
BUDGETED AMOUNT:	\$350,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Highway Users Capital Outlay-Improvement Roads 200-210-90010/\$1,002,560.00

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

Highway Users Capital Outlay-Improvement Roads 200-210-90010/\$1,002,560.00

Attachments

Yuma Contract
Yuma Bid
San Luis Agreement
Yuma 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.**

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

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

**SLURRY SEAL SERVICES
BID FORM**

 City of Yuma
 Bid #2016-20000024

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	days.
NOTE: Unless Prompt Payment Discount is specified above, A NET/30 will be considered in determining the bid award.					
Federal Taxpayer ID # 88-0453460					
This number will be in the format of XX-XXXXXXX or XXX-XX-XXXX, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.					
Name of your City Las Vegas Nevada					
Your City's Sales Tax % 8.10%					
City of Yuma Business License # CNTR 006718 01 2015					
Is your Business located in the City Limits of Yuma?			YES ☐ NO ☒		
By signing this document, Vendor agrees that the offered products complies with all specifications and additional requirements as stated in this bid. If there are any specifications or requirements, which you cannot comply with, please name and describe the nonconformance in the area provided below.					
I hereby state the products I am offering complies with all specifications and requirements as stated in this bid, and any nonconformance issued have been recorded below:					
Item No.	Found on Page #				
If additional space is needed, please attach another sheet.					

SLURRY SEAL SERVICES BID FORM

Arizona Revised Statutes Compliance - Verification of Employment Eligibility

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

The City of Yuma will not enter into a contract with any Company or its providers or subcontractors that is/are not 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.

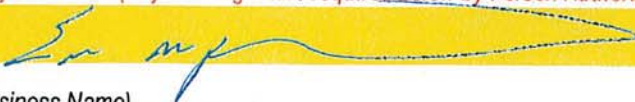
The City retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration warranty. Company agrees to assist the City in regard to any such inspections.

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. Reimschuessel

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.

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

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RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

1. SCOPE

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

2. DESCRIPTION

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

3. SPECIFICATIONS

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

4. MATERIALS

4.1 EMULSIFIED ASPHALT

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

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

4.2 AGGREGATE

4.2.1 GENERAL

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

4.2.2 QUALITY TESTS

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

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate 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 (300 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:

- After the residual asphalt content is determined, a variation $\pm 1\%$ by weight of dry aggregate will be permitted.
- 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.
- 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



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

SECTION 715

SLURRY SEAL MATERIALS

715.1 GENERAL:

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

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

715.2 AGGREGATE:

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

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

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

715.3 BITUMINOUS MATERIAL:

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

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* -





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

ADDENDUM

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

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

CLARIFICATION:

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

Answer #1 *This is the contractors responsibility.*

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

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

ATTACHMENT:

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

Thank you
Mary E. Roman, Buyer

Company Name: _____

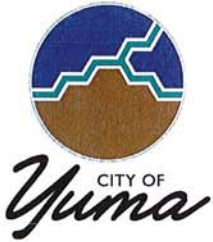
Contact Person: _____

Signature _____

Phone Number: () _____

Fax Number: () _____

E-mail Address: _____



Purchasing Division
One City Plaza
Yuma, AZ 85364
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(928) 373-5115
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ADDENDUM

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

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

CLARIFICATION:

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

Answer #1 Yes.

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

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

Thank you
Mary E. Roman, Buyer

Company Name: _____

Contact Person: _____

Signature _____

Phone Number: () _____

Fax Number: () _____

E-mail Address: _____

CITY OF 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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CITY OF YUMA
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 policies 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

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.

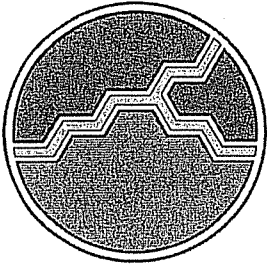
1. Emulsified asphalt to be CQS-1h. (Attachment A)
 2. Aggregate grading to be Type II, as listed in Attachment A and B.
- A. It will be the Contractor's responsibility prior to slurry sealing, to tab all street pavement markings with reflective polyurethane plastic markers on centerlines and lane striping. 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

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

July 16, 2010

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

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

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.

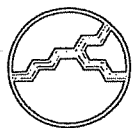
If you should have questions or I can be of help in utilization of this agreement, please call the number above.

Sincerely,

Bill Pfannenstiel, CPPB
Purchasing and Contracts Manager

/bp

encl: Approved Cooperative Purchase Agreement



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



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

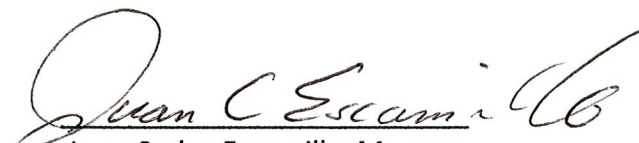
Whereas, the parties to the Intergovernmental Purchasing Agreement desire to enter said agreement;

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.

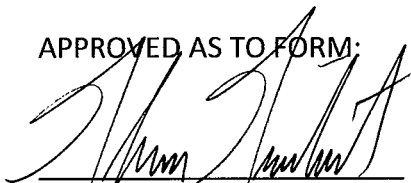

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 10/23/2019

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 a contract with James Davey and Associates, Inc. associated with design services for County 24th Street - Avenue H (10th Ave) to Avenue F1/2. (Eulogio Vera, Director of Public Works)

SUMMARY:

The City of San Luis is expecting to receive some federal funding through the Yuma Metropolitan Planning Organization to pave a portion of County 24th Street and Avenue H. Funding is expected to be available in a couple years but we need to have design ready as well as any permitting with United States Bureau of Reclamation Bureau of Land Management. The scope of the design work entails extending the roadway north along 10th Avenue to County 24th Street and then along County 24th Street east to approximately Avenue F1/2. Roadway cross-section will allow for one travel lane in each direction, 3-foot, paved shoulder to be used as a bicycle lane and an ABC shoulder. The approximately 9,000 new roadway will provide a new connection route between west and east San Luis and relieving Cesar Chavez Boulevard of some traffic congestion. The proposal also includes man-hours for street light design and some man-hours for right-of-way acquisition and permitting with federal agencies.

Staff recommends the approval of the contract with James Davey and Associates, Inc. for design services in the amount of \$50,650.00. James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JIM DAVEY IN THE AMOUNT OF \$50,650.00 (FIFTY THOUSAND, SIX HUNDRED FIFTY DOLLARS) AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	\$50,650.00
BUDGETED AMOUNT:	\$0
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Highway Users Capital Outlay-Improvement Roads 200-210-90010/\$1,002,560.00

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

Highway Users Capital Outlay-Improvement Roads 200-210-90010/\$1,002,560.00

Attachments

JDA Contract for 24th Street
Proposal for Engineering Services
Map

AGREEMENT FOR ENGINEERING SERVICES

This agreement ("Agreement") is made on the ____ day of October, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this Agreement, the City hereby engages the services of Engineer for the following described project ("Project"): County 24th Street – Avenue H to Avenue F1/2.

This Project is being undertaken by the City of San Luis, Arizona and is to implement such improvements under the general direction of the City of San Luis Public Works Department and in line with the City's improvement program; and

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

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

ARTICLE I. DESCRIPTION OF PROJECT

A. Engineering design of County 24th Street – Avenue H to Avenue F1/2. All for an estimated cost of \$50,650.00 ("Project"). Engineer will supply City with an estimated construction cost.

B. The term "estimated construction cost" is defined as the total estimated cost for the construction of the Project assigned to the Engineer under this Agreement for design, excluding fees or other costs for engineering, lands, and rights-of-way, and for legal and administrative procedures.

ARTICLE II. ENGINEER'S SCOPE OF SERVICES

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

ARTICLE III. CHANGES IN SCOPE

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

ARTICLE IV. ENGINEER'S FEE

A. Basic Fee.

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a "Basic Fee," which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the sum amount of \$50,650.00.

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

B. Payment Schedule for Basic Fee.

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

a. Thirty percent (30%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Preliminary Design Phase. If the City terminates this Agreement after the completion and acceptance, no further fees shall be due the Engineer under Paragraph A of Article IV of this Agreement.

b. An additional sixty percent (60%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that

completion and acceptance, no further fees shall be due the Engineer under Paragraph A of Article IV of this Agreement.

c. The final ten percent (10%) of the Basic Fee prorated in accordance with final design, and acceptance of the Project and receipt of approved, reproducible Mylar drawings of the Project plans prepared in a format prescribed by the Public Works Director.

C. Payment for Special Services.

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

D. Certified Cost Records.

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

E. Gross Receipts Tax.

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

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

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

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

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

ARTICLE VI. CONTRACT TIMES

The Engineer's work will be completed and ready for final payment within 60 calendar days of the date in the Notice to Proceed (or as agreed upon with the City understanding that there are some permitting that may extend the contract time).

ARTICLE VII. TERMINATION

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

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

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

ARTICLE VIII. ASSIGNMENT

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

ARTICLE IX. COMPLIANCE WITH THE LAW

The Engineer agrees to comply with all federal, state, and local laws, rules and regulations including but not limited to the following:

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

The Engineer hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. The City retains the legal right to inspect the papers of the Engineer to ensure that the Engineer complies with this warranty.

The Engineer shall obtain or maintain a City of San Luis, Arizona Business License for the duration of this contract.

MISCELLANEOUS PROVISIONS

A. Headings

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

B. Authority

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

C. No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

D. No Agency Created

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

E. No Personal Liability

No member, official or employee of the City shall be personally liable to Engineer, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the Engineer or its successor or assign, or (c) under any obligation of the City under this Agreement..

F. Survival

All representations and warranties of Engineer, Engineer's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

G. Time is of the Essence

Time is of the essence in this Agreement, and Engineer agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before June 30, 2020. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the Engineer of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

I. Force Majeure

If Engineer or City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of "force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

ARTICLE X. INDEMNITY

To the fullest extent permitted by law, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Engineer or its

agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE XI. INSURANCE

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

Workmen's Compensation Insurance.

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

Liability Insurance.

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

ARTICLE XII. DISCRIMINATION PROHIBITED

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

[Intentionally left blank, signature page follows]

ARTICLE XIII. ADMINISTRATION OF AGREEMENT

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

James Davey and Association

James Davey, P.E., R.L.S., D.WRE
Principal Engineer

EXHIBIT I. DUTY OF ENGINEER

The Engineer shall render professional engineering services as described below:

A. Basic Services.

1. Preliminary Design Phase.

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

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

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

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

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

2. Final Design Phase.

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

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

c. Prepare and submit a detailed Engineer's estimate of cost for the Project.

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

e. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections

and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Engineer at no additional cost to the City.

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

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

3. Other Services.

B. Special Services.

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

C. Performance.

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

2. The Engineer shall submit:

a. Preliminary engineering studies and field investigations as may be required;

b. Preliminary plans, outline specifications, and preliminary estimate of costs.

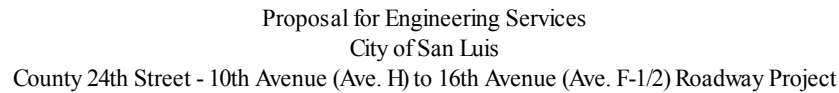
c. Final Design Phase plans, specifications, estimate of cost, and bid proposal documents for review.

d. Final construction contract documents ready for bid.

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time

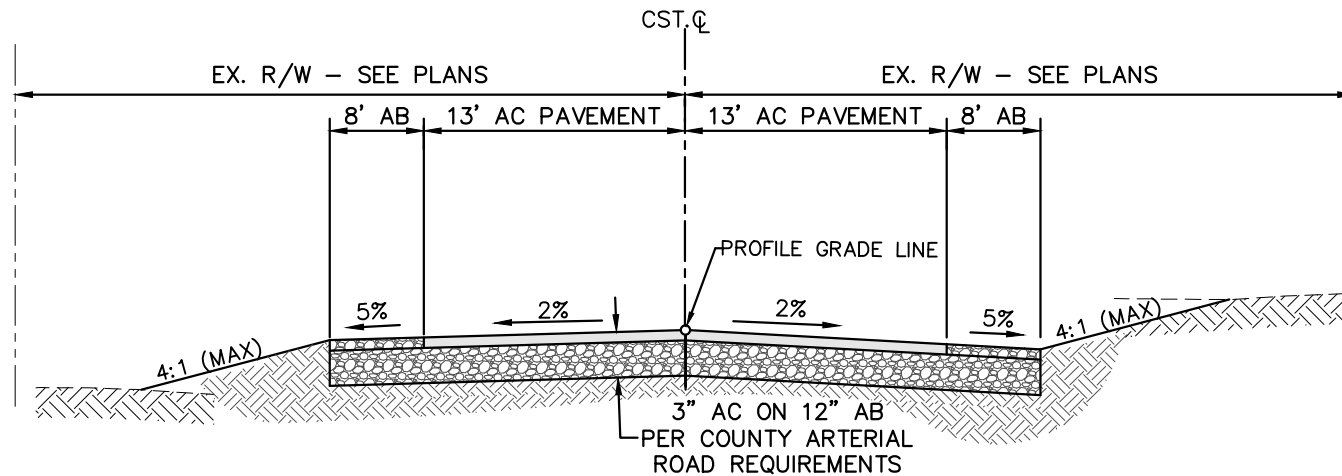
schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.

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



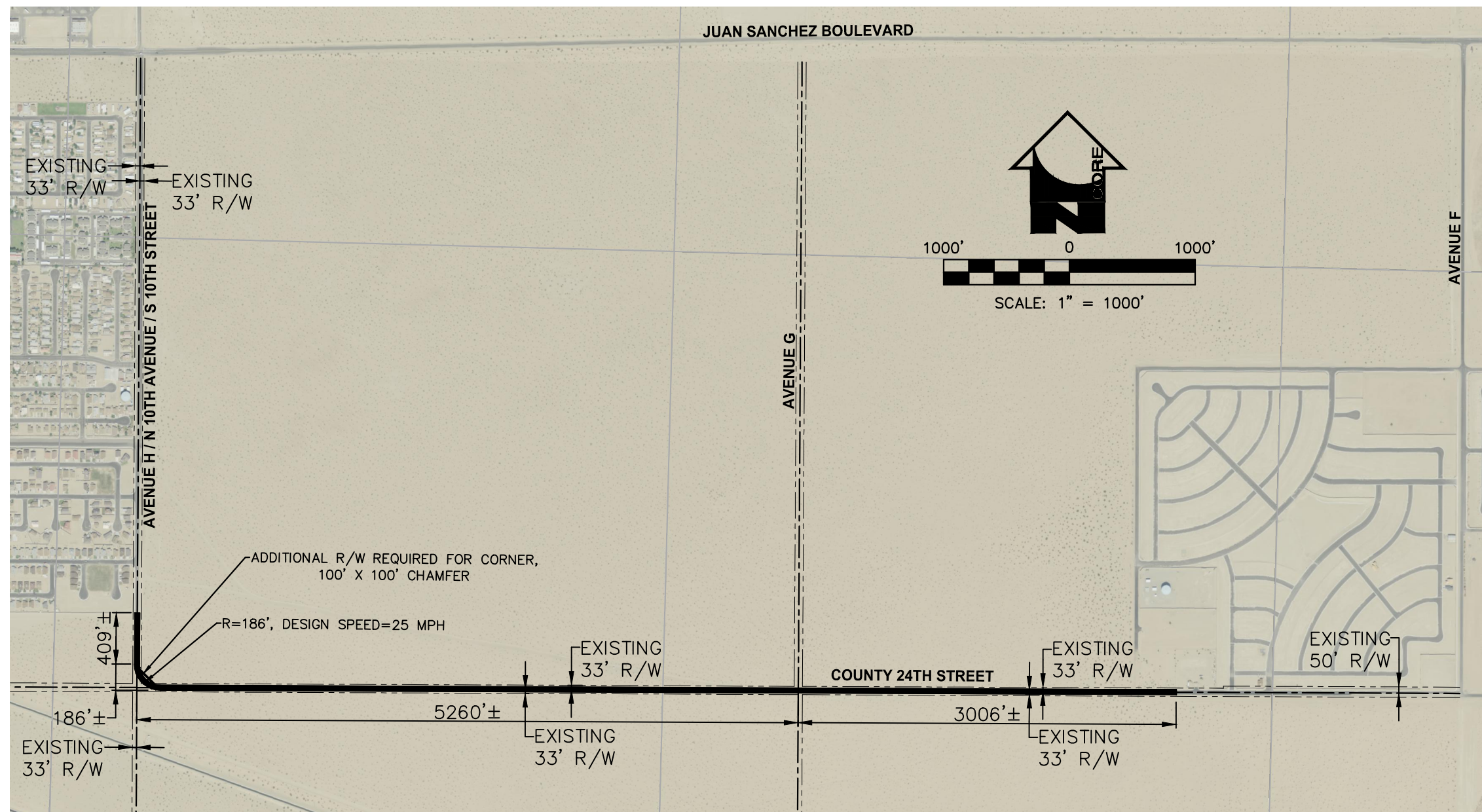
Revised 10/2/2019

Item	Description	Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
<u>DESIGN PHASE SERVICES</u>							
1	Project Management	4					
2	Topographic Survey	1	4		10		Roadway alignment was surveyed in 2008 for the previous waterline project. This survey is 'as-build' the changes in topography since 2008 and collect supplemental data as needed.
3	Prepare Survey Base Sheets	10 Sheets	5 Hrs/Sheet	2	8	40	Update previous base sheets from 2008 water line project.
4	Utility Coordination/Conflict Resolution, Submittals to Utilities	1	8				Potholing Costs Not Included - Assumed by City of San Luis Utility Crews if needed. (Minimal utility potholes expected but hours included for utility contacts and clearances if needed.)
5	Geotechnical Report					\$2,800	Pavement design report with 2-5 ft. deep borings, subcontracted to NEI Geotechnical.
6	Prepare Design Plans						
	Cover Sheet	1 Sheet	5 Hrs/Sheet	1	4		
	Roadway Plan and Profile Sheets - 40 Scale	10 Sheets	14 Hrs/Sheet	14	42	84	
	General Sheets/Standard Details	1 Sheet	10 Hrs/Sheet	2	8		
	Special Details	2 Sheet	18 Hrs/Sheet	2	10	24	
7	Street Lighting	1	6				Street light layouts on plans and coordination with APS
8	Prepare Special Conditions	1	10				
9	Quantities and Bid Schedule	1	10				
10	Submittal Review Meetings - 30%, 90% and Final	9	9				
11	Right-of-Way and Permitting	8	24				Assist with obtaining permission from USBR/USBLM for construction in County 24th St. and 10th Ave. ROW. Assist with obtaining ASLD ROW for along 10th Avenue.
	Archaeological Survey for New ASLD ROW on 10th Avenue					\$3,500	Contingency if required by ASLD (or if an updated archaeological survey required by USBR/BLM)
12	General Contingency					\$5,000	Contingency for Possible Additional Services requested by the City of San Luis (to be used only if additional services requested.)
Total Estimated Hours		44	134	160	10	---	
Hourly Rates		\$150	\$125	\$90	\$160	---	
Subtotals		\$6,600	\$16,750	\$14,400	\$1,600	\$11,300	
TOTAL FEE ESTIMATE - DESIGN PHASE						\$50,650	



TYPICAL CROSS SECTION - COUNTY 24TH STREET

NTS



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

COUNTY 24TH STREET IMPROVEMENTS AVENUE F TO AVENUE H CITY OF SAN LUIS CONCEPTUAL EXHIBIT

DATE: APRIL 2012
DESIGNED BY: D.J.N.
DRAWN BY: J.R.K.
CHECKED BY: D.J.N.
PROJECT NO.: 12-023
SHEET 1 OF 1

DATE: DRAWINGS ISSUE RECORD:



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 10/23/2019

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

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 the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Mr. Jeffrey Craig Miller on behalf of Denny's #9506 located at 1541 N. Main Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Open public hearing

1. Staff and/or applicant presentation
2. Call to the public on this item

B. Close public hearing

C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Denny's #9506.

SUMMARY:

Mr. Jeffrey Craig Miller submitted a Liquor License application to the Arizona Department of Liquor Licenses and Control. The notice of the application was posted in a conspicuous place at the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. §4-201. The City Clerk's office has not received any comments in favor of or against. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Denny's #9506.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING

- 1. Staff and/or applicant presentation**
- 2. Call to the Public on this item**

B. I MOVE TO CLOSE THE PUBLIC HEARING

C. I MOVE TO RECOMMEND APPROVAL OF LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR DENNY'S #9506 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):

There is no fiscal impact associated with this item.

Attachments

Notice, Affidavit of Posting, LGB Report - DENNY'S #9506
Liquor License Review

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 9/23/2019

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City Council of the City of San Luis
PLACE 1090 E. Union St. - San Luis, AZ DATE/TIME 10/23/2019 @ 7:00 pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: September 23, 2019 Date of Posting Removal: October 15, 2019

Applicant's Name: Miller Jeffrey Craig
Last First Middle

Business Address: 1541 n. main Street San Luis 85349
Street City Zip

License #: _____

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Sonia Cornelio

Print Name of City/County Official

City Clerk

Title

928-341-8520

Phone Number

Sonia Cornelio

Signature

10/15/2019

Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

RECEIVED

SEP 23 2019

Office of the City Clerk
City of San Luis, Arizona

LICENSE

AGENT

OWNER

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

DINE PLUS YUMA LLC - Member, Stockholder

Name: EMAD FAYEK MASAIH
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (602)334-5478
Alt. Phone:
Email: FAYEKZAMAN@COX.NET

MANAGERS

Name: KATRINA MARIE ARNOLD
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)388-4444
Alt. Phone:
Email: KGKARONLD@GMAIL.COM

Name: LORENA MALDONADO
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)432-5093
Alt. Phone:
Email: LORENAMALDONADO70@GMAIL.COM

Name: DANIEL AGUIRRE
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)261-3098
Alt. Phone:
Email: BALDERASDANIEL8@GMAIL.COM

APPLICATION INFORMATION

Application Number: 73570

Application Type:
Created Date:

New Application
08/20/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee).
No
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
STILL OWE TERM
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
Yes
A Document of type INCOMING CORRESPONDENCE is required.
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/01/2019
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes



City of San Luis

Planning and Zoning Department

Liquor License Review

Name of Business: DENNYS #9506

Former Name of Business (if applicable): _____

Physical Address: 1541 N. MAIN STREET, SAN LUIS, ARIZONA 85349

Type of Arizona liquor license requested: RESTAURANT

Date of City Council Public Hearing: OCTOBER 23, 2019

Zoning: COMMUNITY COMMERCIAL (C-2) // Is requested use permitted? ☒ Yes / No

Distance to nearest school facility: 1233 MAIN ST- PPEP TECH CHARTER HIGH SCHOOL = 1932 Feet
(distance is measured from wall to wall unless outdoor school recreation area is included)

Distance to nearest religious institution: 984 N MAIN ST- SAINT JUDE THADDEUS = 3894 Feet
(distance is measured from wall to wall unless outdoor school recreation area is included)

Verified by Planning & Zoning Department: _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. G.

Meeting Date: 10/23/2019

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

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 the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Mr. Fabher Alan Sanchez Fimbres on behalf of Mulatta Japanese Fusion Food located at 1922 Cesar Chavez Boulevard (aka Juan Sanchez Boulevard), Suite 1, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Open public hearing

1. Staff and/or applicant presentation
2. Call to the public on this item

B. Close public hearing

C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Mulatta Japanese Fusion Food.

SUMMARY:

Mr. Fabher Alan Sanchez Fimbres submitted a Liquor License application to the Arizona Department of Liquor Licenses and Control. The notice of the application was posted in a conspicuous place at the premises proposed to be licensed by the above applicant. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Mulatta Japanese Fusion Food.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING

- 1. Staff and/or applicant presentation**
- 2. Call to the Public on this item**

B. I MOVE TO CLOSE THE PUBLIC HEARING

C. I MOVE TO RECOMMEND APPROVAL OF LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR MULATTA JAPANESE FUSION FOOD 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):

There is no fiscal impact associated with this item.

Attachments

Notice, Affidavit of Posting, LGB Report - MULATTA JAPANESE FUSION FOOD

Liquor License Review

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 9/30/2019

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City Council - city of San Luis
PLACE 1090 E. Union St. San Luis, AZ DATE/TIME 10/23/2019 @ 7:00 pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: September 30, 2019 Date of Posting Removal: October 21, 2019

Applicant's Name: Sanchez Jimbres Fabher Alan
Last First Middle

Business Address: 1922 Cesar Chavez Blvd. San Luis 85349
Street formerly known as Juan Sanchez Blvd. City Zip

License #: _____

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Sonia Cornelio
Print Name of City/County Official

City Clerk
Title

928-341-8520
Phone Number

Sonia Cornelio
Signature

10/21/2019
Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

State of Arizona
Department of Liquor Licenses and Control

RECEIVED

SEP 30 2019

Created 08/14/2019 @ 03:02:23 PM

Local Governing Body Report

Office of the City Clerk
City of San Luis, Arizona

LICENSE

Number:	Type:	012 RESTAURANT
Name:	MULATTA JAPANESE FUSION FOOD	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	1922 JUAN SANCHEZ BOULEVARD STE 1 SAN LUIS, AZ 85349 USA	
Mailing Address:	PO BOX 12711 SAN LUIS, AZ 85349 USA	
Phone:	(928)627-1450	
Alt. Phone:	(928)318-1839	
Email:	FABHERFIMBRES@HOTMAIL.COM	

AGENT

Name:	FABHER ALAN SANCHEZ FIMBRES
Gender:	Male
Correspondence Address:	PO BOX 12711 SAN LUIS, AZ 85349 USA
Phone:	(928)627-1450
Alt. Phone:	(928)318-1839
Email:	FABHERFIMBRES@HOTMAIL.COM

OWNER

Name:	MULATTA LLC		
Contact Name:	FABHER ALAN SANCHEZ FIMBRES		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1982571	State of Incorporation:	AZ
Incorporation Date:	05/22/2019		
Correspondence Address:	PO BOX 12711 SAN LUIS, AZ 85349 USA		
Phone:	(928)318-1839		
Alt. Phone:			
Email:	FABHERFIMBRES@HOTMAIL.COM		

Officers / Stockholders

Name:
FABHER ALAN SANCHEZ FIMBRES

Title:
MEMBER

% Interest:
100.00

MULATTA LLC - MEMBER

Name: FABHER ALAN SANCHEZ FIMBRES
Gender: Male
Correspondence Address: PO BOX 12711
SAN LUIS, AZ 85349
USA
Phone: (928)627-1450
Alt. Phone: (928)318-1839
Email: FABHERFIMBRES@HOTMAIL.COM

APPLICATION INFORMATION

Application Number: 73215
Application Type: New Application
Created Date: 08/14/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
PAY REMAINDER BALANCE OF RENT
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.

ZERO

- 13) Have you provided a diagram of your premises?

Yes

- 14) Is there a drive through window on the premises?

No

- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.

NONE

- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

No

- 17) Have you provided a Restaurant Operation Plan form?

Yes

- 18) Have you provided a Records Required for Audit form?

Yes

12G Restaurant Growler

- 1) Have you uploaded a Growler application?

To obtain a Growler application copy and paste this link into your browser:
http://www.azliquor.gov/forms/lic_12GrowlerApplication.pdf

Yes

- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)

HARVES PREP ACADEMY 1044 10TH AVE SAN LUIS, AZ 85349 1056 FT

- 3) Please provide name, address, and distance of nearest church.

TEMPLO CRISTIANO VINO NUEVO 1952 JUAN SANCHEZ BLVD SAN LUIS AZ 85349
1056 FT



City of San Luis

Planning and Zoning Department

Liquor License Review

Name of Business: MULATTA JAPANESE FUSION FOOD

Former Name of Business (if applicable): _____

Physical Address: 1922 CESAR CHAVEZ BOULEVARD SUITE 1, SAN LUIS, ARIZONA 85349

Type of Arizona liquor license requested: RESTAURANT

Date of City Council Public Hearing: OCTOBER 23, 2019

Zoning: COMMUNITY COMMERCIAL (C-2) // Is requested use permitted? ☒ Yes / No

Distance to nearest school facility: 1044 N. 10th AVENUE- HARVEST PREPARATORY ACADEMY
= 1124 Feet (distance is measured from wall to wall unless outdoor school recreation area is included)

Distance to nearest religious institution: 685 N. 9TH AVENUE -CHURCH OF JESUS CHRIST OF LDS
= 2096 Feet (distance is measured from wall to wall unless outdoor school recreation area is included)

Verified by Planning & Zoning Department:



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 10/23/2019

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

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

Action Requested: Discussion Item - No Action to be
Taken
Motion

ITEM:

EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) (3) (4) and (7) for legal advice with the city's attorneys and/or for consultation with the city's attorneys in order to consider the city's position and instruct its attorneys regarding the City Council's position regarding contracts that are the subject of negotiations or potential litigation regarding a development agreement and pay-back agreement for the improvement of County 24th Street and possible litigation with property owner adjacent to County 24th Street. **(Kay Marion Macuil, City Attorney and Outside Counsel Bill Sims)**

SUMMARY:

City Council can be properly advised by holding an executive session for the purposes described in the agenda item. This is an update on the executive session from August 28, 2019.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03 (A) (3),(4) and (7).

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

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