



NOTICE OF SPECIAL 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 Special City Council meeting at 6:00 p.m., Wednesday, May 3, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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 or 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

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 Especial a las 6:00 p.m., el día Miércoles 3 de Mayo del 2023. 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 invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Special Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 3, 2023
6:00 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.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. 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.

5. PROCLAMATION

5. A. - National Public Works Week May 21 - 27, 2023.

6. 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.

6. A. MINUTES OF

- Special Council meeting held March 29, 2023

6. B. Disbursements from April 18, 2023, to April 28, 2023

Total disbursements \$1,713,936.95

(One Million, Seven Hundred Thirteen Thousand, Nine Hundred Thirty-Six Dollars and Ninety-Five Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the renewal of the contract with Heinfeld, Meech & Co., P.C. for Professional Auditing Services. **(Monica Castro, Finance Director)**

7. B. Discussion and possible action on any and all matters regarding a Lease Agreement with Gemini Property Holdings, Inc. for a temporary Police Station located in East San Luis. **(Miguel Alvarez, Interim Chief of Police)**

7. C. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract for the County 22nd Street and Sidewinder Avenue Intersection Improvements Project - Phase 1. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

7. D. Discussion and possible action on any and all matters regarding a contract with Fireworks Production of Arizona for a fireworks presentation during the 4th of July Celebration. **(Jose Luis Cisneros, Acting Director of Parks and Recreation)**

8. SUMMARY OF CURRENT EVENTS

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

9. ADJOURNMENT



PROCLAMATION

Special City Council Meeting

5. A.

Meeting Date: 05/03/2023

Title:

- National Public Works Week May 21 - 27, 2023.

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL PUBLIC WORKS WEEK
May 21 – 27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of San Luis; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of San Luis to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association,

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim the week May 21 – 27, 2023 as “**National Public Works Week**” and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED this 3rd day of May 2023.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. A.

Meeting Date: 05/03/2023

Summary

MINUTES OF

- Special Council meeting held March 29, 2023

Attachments

SCM 3/29/2023

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
March 29, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera (via Zoom)
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales (via Zoom)
Council Member Gloria Torres
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Assistant City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Domingo Sosa, Graphics and Media Specialist
Francia Alonso, Acting Public Information Officer
Jose de la Vara, City Prosecutor
Miguel Alvarez, Interim Chief of Police
Olivia Jenkins, Government & Foreign Affairs Coordinator
Ruben Lopez, I.T. Technician
Alicia Zermeño Aguirre, San Luis Court Pro-Tem
Alicia Muñoz, San Luis Frontera Rotary Club
Georgina Gonzalez, San Luis Frontera Rotary Club
Juan Manuel Guerrero, Justice of the Peace
Mark Concha, Resident
Maria Luz Hoyos, Resident
Nydia Mendenhall, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Gloria Torres led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to serve and sell alcohol at the 30th Anniversary Gala Night Celebration to be held Saturday, April 15, 2023. (Georgina Gonzalez, Treasurer for San Luis FRONTERA Rotary Club)

A. Open Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Maria Cecilia Cruz to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

1. Presentation by staff and/or applicant

Ms. Georgina Gonzalez, Treasurer for San Luis FRONTERA Rotary Club, explained this application is for the Rotary's 30th Anniversary which will be celebrated with a Gala Night Dinner.

2. Call to the public on this item

Ms. Melissa Muñoz, Rotary Club Member, stated that this will be their first Gala Night Dinner in the 30 years adding that all proceeds from this event will be utilized for scholarships.

B. Close Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to recommend approval of the Special Event Liquor License application submitted by San Luis FRONTERA Rotary Club to the Arizona Department of Liquor Licenses & Control as presented. Motion passed with six (6) aye votes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

3. B. Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. (Adela Cortez, Director of Human Resources and Kay Macuil, City Attorney)

Ms. Adela Cortez, Director of Human Resources, indicated that the City of San Luis held a recruitment for the position of Municipal Magistrate. The position was posted for 30 days and 11 applications were received, of which the top three (3) qualified individuals were invited for an interview. Interviews took place on March 8, 2023 and a decision was made for the top candidate to be Mr. Juan Manuel Guerrero.

Council Member Gloria Torres asked if the position is full-time and for that position only, he would not have another job besides the court.

Ms. Kay Macuil, City Attorney, stated that she has a very draft contract and it will be a full-time position, he would not be giving up the Justice of the Peace position.

Council Member Gloria Torres commented that she is not in agreement that Mr. Guerrero has two (2) jobs. It will require him to be full-time at the City of San Luis Court and be full-time at the other court.

Council Member Javier Vargas stated that he read it is the law that allows him to have two (2) jobs.

Mr. Juan Manuel Guerrero cleared the misconception that everybody has; he added that his position is full-time and does not mean he has to stay full-time. There are times he covers five (5) courts at the same time. His current position is an elected position and the one for the Municipal Court is an appointed position. So what it means is that if this is approved, he would have the City Council's full trust and confidence that he will take that court to be where it needs to be. There are a lot of issues that need to be complied with. He excelled on the interviews so that demonstrates that probably he is the only one that could fix the court at this time. He would be there on a full-time basis, that does not necessarily mean he will be there all the time, but they will have his guidance as well. He most likely will spend more time at the Municipal Court than at the Justice Court due to the nature of help needed at the Municipal Court. So, it will be up to the Presiding Judge of the Municipal Court the amount of work that is needed to make it and bring it up to standard and it would have very clear because there needs to be a separation of powers.

Vice Mayor Luis E. Cabrera asked if Mr. Guerrero be willing to work as the Municipal Magistrate and this would be his only paid judge position and not work as a magistrate anywhere else.

Mr. Guerrero replied no he would not.

Vice Mayor Luis E. Cabrera commented that the city needs to have someone that is 100% committed to being at the Municipal Court full-time and not splitting up between two (2) different courts. If Mr. Guerrero is not fully vested in being only the city's employee, then other candidates must be considered as well.

Ms. Maria Luz Hoyos, resident, stated that what she sees here is that on different subjects, the city is not moving ahead and things need to be put in order. She does not see people cooperating to get to that point. What is being said is unfair because here is a person who is capable, prepared and dedicated to hold maybe not only two (2) but three (3) positions. She knows for a fact that the Municipal Court has many problems and asked the City Council to consider and take the community more seriously.

Council Member Javier Vargas stated that the Arizona Law allows the Justice of the Peace Court to hold both Justice of the Peace and Municipal Magistrate. He added that this law exists because the City of San Luis is not the the only city with this type of problems but other cities face the same situation. Therefore, this means that if the law allows to hold positons as long as the person is qualified for, there is no problem with it.

Vice Mayor Luis E. Cabrera referenced an email received from Ms. Macuil regarding a visit from Presiding Judge Haws staff to the Municipal Court stating that staff indicated that they have made good progress toward operational improvement and access to the court for the community with the person the city has covering who was assigned as a Pro-Tem. He said that the court is moving forward according to professionals and experts in the matter. He agrees that the law states that a city can have a Justice of the Peace serve as a City Magistrate, that is the current situation with the Town of Wellton, but they cannot compare the size of the Town of Wellton with the City of San Luis. He is not against Judge Guerrero join the Municipal Court and would like to see on his contract that he cannot have another employment or elected paid position.

Mayor Nieves Riedel stated that they cannot ask a person to...he is an elected official and this is a democracy, they do not own people and they cannot tell people where to work, where to go or where to live. None of these things apply to the this great country.

Ms. Alicia Zermeño Aguirre, 609 S. Orange Avenue, Yuma, AZ, commented that she is the current Pro-Tem at the San Luis Municipal Court and her opinion is that the Municipal Court does need a full-time position, regardless of who it is. Also, having worked with many staff members, the Municipal Court is ran as efficiently as possible with the resources that it has. The staff is trained and yes everybody has issues, there is no government agency that does not, but when one generalizes statement that there are issues, what are they. How can they be corrected if those issues are not identified specifically. The Municipal Court has dedicated staff and they work hard everyday to serve the public.

Council Member Tadeo Azael De La Hoya commented that they directed staff to conduct interviews, interviews were held and have a top candidate. He added that half of the City Council have multiple jobs and are all there. He does not see the conflict when it comes to holding an elected position and the duties of the City Magistrate. The city is not going to add a section that says Judge Guerrero will be fulfilling all the duties as required by law and separation of powers has to be there. The judge does the sentencing but staff is managed by the Court Administrator, supervised by the Judge. He asked if there are any mishandling or misplacing it will be addressed by the Superior Court and not by the City Council, the City Council will only decide or approve a contract.

Ms. Macuil responded yes, tonight is the decision on the magistrate's position only. The Presiding Judge does have control over the court type decisions, there are some decisions that do come to the city such as the buildings and perhaps customer service; things of this nature which also the Presiding Judge would be concerned with.

Council Member Tadeo Azael De La Hoya asked if the Superior Court Judge supervises the Municipal Judge and not the City of San Luis Council.

Ms. Macuil replied that is correct.

Council Member Tadeo Azael De La Hoya asked that in an elected position one can show up one (1) day or half a day and it is up to the people who elected you to keep you or not. So as an exempt employee, one can work one (1) hour or 80 hours and get paid the same amount of money, correct.

Ms. Macuil answered that elected officials take an Oath of Office and they do have to perform the duties, so they would have to perform the duties in both courts.

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to hire Juan Manuel Guerrero as the Magistrate for the City of San Luis. Motion did not pass with three (3) ayes and four (4) nays by Vice Mayor Luis E. Cabrera, Council Members Maria Cecilia Cruz, Matias Rosales and Gloria Torres.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Nay
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Nay
Council Member Gloria Torres	Nay
Council Member Javier Vargas	Aye

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to start negotiations to draft a contract before the City Council makes a decision on hiring Judge Juan Manuel Guerrero. To keep communication open but not approving a contract. Motion passed with five (5) ayes and two (2) nays by Council Members Maria Cecilia Cruz and Gloria Torres.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Nay
Council Member Javier Vargas	Aye

4. ADJOURNMENT

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to adjourn the Special Council meeting at approximately 6:26 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, 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 Special City Council meeting of the City Council of the City of San Luis, Arizona, held on March 29, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. B.

Meeting Date: 05/03/2023

Summary

Disbursements from April 18, 2023, to April 28, 2023

Total disbursements \$1,713,936.95

(One Million, Seven Hundred Thirteen Thousand, Nine Hundred Thirty-Six Dollars and Ninety-Five Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING MAY 03, 2023 Disbursement Report from 04/18/2023 TO 04/28/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	04/21/2023	\$ 723,498.96	Schedule A
Payroll Check Account	04/27/2023	\$ 415,521.51	Schedule B
Payroll Check Account	04/27/2023	\$ 1,293.42	Schedule C
Accounts Payable Check Account	04/28/2023	\$ 573,623.06	Schedule D

Total Disbursements: \$ 1,713,936.95

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

Prepared by Guadalupe Canez: _____

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2023 APR 28 P 3:39

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 4/17/2023 - To Payment Date: 4/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
105577	04/18/2023	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$500.00		
105578	04/18/2023	Open			Accounts Payable	NAVARRO BELTRAN, ALEJANDRO	\$100.00		
105579	04/18/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$150,077.72		
105580	04/18/2023	Open			Accounts Payable	RUANO LOPEZ, CESAR, AUGUSTO	\$300.00		
105581	04/21/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$59,681.10		
105582	04/21/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$59,681.10		
105583	04/21/2023	Open			Accounts Payable	CRUZ, MARIA, CECILIA	\$30.00		
105584	04/21/2023	Open			Accounts Payable	DE LA PUENTE, GRACE	\$175.00		
105585	04/21/2023	Open			Accounts Payable	GARCIA RENTERIA, JESUS, PEDRO	\$150.00		
105586	04/21/2023	Open			Accounts Payable	GIMBUT, GLENN J.	\$81.00		
105587	04/21/2023	Open			Accounts Payable	MONTES, ARNOLD	\$150.00		
105588	04/21/2023	Open			Accounts Payable	NUNO, JAVIER	\$98.00		
105589	04/21/2023	Open			Accounts Payable	RODRIGUEZ, GUSTAVO	\$220.52		
105590	04/21/2023	Open			Accounts Payable	RUIZ, OSCAR	\$98.00		
105591	04/21/2023	Open			Accounts Payable	VALENZUELA, JAIME	\$98.00		
105592	04/21/2023	Open			Accounts Payable	ADOT MVD	\$4.65		
105593	04/21/2023	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	\$0.36		
105594	04/21/2023	Open			Accounts Payable	ARIZONA STATE TREASURER	\$34,191.69		
105595	04/21/2023	Open			Accounts Payable	CORDOVA, ROSALICIA	\$75.00		
105596	04/21/2023	Open			Accounts Payable	HIREQUEST LLC	\$22,314.96		
105597	04/21/2023	Open			Accounts Payable	IMLA	\$785.00		
105598	04/21/2023	Open			Accounts Payable	IPS GROUP INC	\$462.91		
105599	04/21/2023	Open			Accounts Payable	J2 ENGINEERING & ENVIR DESIGN LLC	\$3,158.60		
105600	04/21/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$405.57		
105601	04/21/2023	Open			Accounts Payable	LEE BAYS SUPPLY	\$1,000.25		
105602	04/21/2023	Open			Accounts Payable	LOURDES HERNANDEZ, ANA	\$545.40		
105603	04/21/2023	Open			Accounts Payable	METERING SERVICES INC	\$82.37		
105604	04/21/2023	Open			Accounts Payable	MONEY HANDLING MACHINES INC	\$199.00		
105605	04/21/2023	Open			Accounts Payable	PPEP INC.	\$7,500.00		
105606	04/21/2023	Open			Accounts Payable	ROSALES, ROBERTO	\$150.00		
105607	04/21/2023	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$30,486.53		
105608	04/21/2023	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$36,192.35		
105609	04/21/2023	Open			Accounts Payable	SOUTHWEST TURF SUPPLY	\$6,369.63		
105610	04/21/2023	Open			Accounts Payable	SWI INDUSTRIAL SOLUTIONS	\$864.00		
105611	04/21/2023	Open			Accounts Payable	ZAVALA, JORGE	\$998.14		
105612	04/21/2023	Open			Accounts Payable	MCCURLEY, DOYLE	\$1,500.00		
105613	04/21/2023	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$652.00		
105614	04/21/2023	Open			Accounts Payable	ABSOLUTE STEEL	\$50,202.90		
105615	04/21/2023	Open			Accounts Payable	AIRGAS USA LLC	\$483.05		
105616	04/21/2023	Voided		04/21/2023	Accounts Payable	APS	\$21,191.57		
105617	04/21/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$213.50		
105618	04/21/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		

Schedule A

Payment Register

From Payment Date: 4/17/2023 - To Payment Date: 4/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105619	04/21/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$276.50		
105620	04/21/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
105621	04/21/2023	Open			Accounts Payable	CENTURYLINK	\$299.68		
105622	04/21/2023	Open			Accounts Payable	CENTURYLINK	\$422.28		
105623	04/21/2023	Voided		04/21/2023	Accounts Payable	FACTOR SALES, INC.	\$746.40		
105624	04/21/2023	Open			Accounts Payable	FERRELLGAS, LP	\$226.98		
105625	04/21/2023	Open			Accounts Payable	G&T ALARM CO LLC	\$165.53		
105626	04/21/2023	Open			Accounts Payable	APS	\$50.00		
105627	04/21/2023	Open			Accounts Payable	APS	\$21,141.57		
105628	04/21/2023	Open			Accounts Payable	ALVAREZ, MARIA, ELENA	\$1,800.00		
105629	04/21/2023	Open			Accounts Payable	CAMPAS MELESIO, JESUS, JAVIER	\$2,850.00		
105630	04/21/2023	Open			Accounts Payable	CARLOS, FERNANDO	\$750.00		
105631	04/21/2023	Open			Accounts Payable	GALERIA CAFE	\$442.84		
105632	04/21/2023	Open			Accounts Payable	GARCIA, JESUS	\$175.00		
105633	04/21/2023	Open			Accounts Payable	ITURBIDE, VANESSA, C	\$280.00		
105634	04/21/2023	Open			Accounts Payable	LA BODEGA, LLC	\$4,982.40		
105635	04/21/2023	Open			Accounts Payable	LA BODEGA, LLC	\$716.91		
105636	04/21/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$3,000.00		
105637	04/21/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$350.00		
105638	04/21/2023	Open			Accounts Payable	MOLINA, YOLANDA	\$351.00		
105639	04/21/2023	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$2,417.32		
105640	04/21/2023	Open			Accounts Payable	RUANO LOPEZ, CESAR, AUGUSTO	\$800.00		
105641	04/21/2023	Open			Accounts Payable	SAN LUIS SOCCER ASSOCIATION	\$1,350.00		
105642	04/21/2023	Open			Accounts Payable	SERNA, KARINA	\$100.00		
105643	04/21/2023	Open			Accounts Payable	TORRES, JESUS, A	\$210.00		
105644	04/21/2023	Open			Accounts Payable	WALKER, BARBARA	\$160.00		
Type Check Totals:									
EFT									
3246	04/18/2023	Open			Accounts Payable	GALINDO, CARMEN	\$1,650.00		
3247	04/18/2023	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$12,557.18		
3248	04/21/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$43,807.99		
3249	04/21/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$787.50		
3250	04/21/2023	Open			Accounts Payable	KS STATE BANK	\$236.59		
3251	04/21/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$342.88		
3252	04/21/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$4,400.00		
3253	04/21/2023	Open			Accounts Payable	RM GRAPHICS	\$199.50		
3254	04/21/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$250.00		
3255	04/21/2023	Open			Accounts Payable	SIMS MACKIN, LTD.	\$20.00		
3256	04/21/2023	Open			Accounts Payable	SPECTRUM BUSINESS	\$184.25		
3257	04/21/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$370.06		
3258	04/21/2023	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,775.52		
3259	04/21/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$266.01		
3260	04/21/2023	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$183.91		

Payment Register

From Payment Date: 4/17/2023 - To Payment Date: 4/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
3261	04/21/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,562.90			
3262	04/21/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$740.13			
3263	04/21/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$38,948.00			
3264	04/21/2023	Open			Accounts Payable	ALSCO, INC	\$1,004.27			
3265	04/21/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$2,045.48			
3266	04/21/2023	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00			
3267	04/21/2023	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$26,763.80			
3268	04/21/2023	Open			Accounts Payable	AXON ENTERPRISE, INC	\$27,644.34			
3269	04/21/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$4,769.04			
3270	04/21/2023	Open			Accounts Payable	CITY OF YUMA	\$429.34			
3271	04/21/2023	Open			Accounts Payable	CORRAL, RICARDO	\$50.00			
3272	04/21/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50			
3273	04/21/2023	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$256.82			
3274	04/21/2023	Open			Accounts Payable	DELL MARKETING L.P.	\$6,911.64			
3275	04/21/2023	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$571.18			
3276	04/21/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$89.65			
3277	04/21/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,179.00			
3278	04/21/2023	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$220.00			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							33 Transactions	\$187,804.48		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	\$513,756.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$21,937.97	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	68	\$535,694.48	\$0.00

Payment Register

From Payment Date: 4/17/2023 - To Payment Date: 4/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	33	\$187,804.48	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	33	\$187,804.48	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$701,560.99	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$21,937.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	101	\$723,498.96	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	66	\$513,756.51	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$21,937.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	68	\$535,694.48	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	33	\$187,804.48	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	33	\$187,804.48	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$701,560.99	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$21,937.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	101	\$723,498.96	\$0.00	

**Karla
Plascencia**

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Pay Day Register

Pay Date Range 04/08/23 - 04/21/23

Pay Batch 202309

Pay Batch 202309 Total

Employees in Pay Batch 294

Female Employees in Pay Batch 88

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	20,677.0524	476,729.80	Gross	601,155.63	ASRS ALTERNATE	1,011.35	10,447.82
1000 - ADMIN LEAVE	106.0000	1,809.42	Imputed Income		AZ STATE RETIREMENT	43,675.03	363,051.21
1001 - LEAVE WITHOUT PAY	40.5000	.00	FEDERAL TAX WITHHOLDING	35,263.72	DENTAL = FAMILY	378.10	.00
1006 - CIVIC LEAVE	43.5000	1,239.97	SOCIAL SECURITY TAX	37,271.67	LONG TERM DISABILITY	508.27	363,051.21
1007 - ON CALL WORKED HOURS	7.8333	178.67	MEDICARE	8,716.50	MEDICAL MEX ONLY - EE &	1,414.40	.00
1009 - PART TIME	232.9167	6,048.66	STATE WITHHOLDING	11,679.02	MEDICAL MEX ONLY - EE &	5,937.91	.00
1010 - PART TIME FIREFIGHTERS	91.8333	1,727.11	24-7 GET FIT- GYM	1,264.00	MEDICAL MEX ONLY - EE &	1,237.60	.00
201 - OVERTIME	824.6674	29,070.92	AM. FIDELITY - HEALTH FSA	116.25	MEDICAL MEX ONLY - EE ONLY	661.20	.00
202 - OP STONE GARDEN- O.T.	366.0000	16,701.89	AM. FIDELITY- ACCIDENT-POST	62.53	MEX & US HEALTH = EE	46,875.10	.00
2023 - FMLA - SICK LEAVE	99.1669	1,781.41	AM. FIDELITY- ACCIDENT-PRE	445.35	MEX ONLY DENTAL - EE &	135.28	.00
2024 - FMLA - VACATION LEAVE	47.0001	844.98	AM. FIDELITY- CANCER-POST	29.60	MEX ONLY DENTAL - EE &	322.66	.00
2036 - MARSHALS OT	21.0000	854.91	AM. FIDELITY- CANCER-PRE TAX	120.00	MEX ONLY DENTAL - EE &	92.56	.00
2037 - HSI OT	19.0000	750.98	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	89.54	.00
300 - VACATION EARNED	1,200.4467	.00	AM. FIDELITY- GHI- PRE TAX	260.81	PSPRS - ALTERNATE	445.67	5,570.83
301 - VACATION USED	856.7500	20,014.69	AM. FIDELITY- LIFE -POST TAX	108.05	PSPRS FIRE DB NORM - TIER 1	7,653.77	63,254.49
400 - SICK EARNED	1,104.1600	.00	AM. FIDELITY- TX LIFE -POST	267.72	PSPRS FIRE DB NORM - TIER 2	521.57	4,310.47
401 - SICK USED	91.0000	2,679.68	AZ COPS - SLPD	300.00	PSPRS FIRE DB NORM - TIER 3	3,012.09	30,302.75
405 - SCHEDULED SICK LEAVE	256.8666	4,887.37	AZ STATE RETIREMENT	43,675.03	PSPRS FIRE DCCN - TIER 3	194.33	2,159.22
406 - UNSCHEDULED SICK LEAVE	405.0001	8,524.82	BORDER GYM - GYM	347.00	PSPRS FIRE DISABILITY - TIER	35.84	2,159.22
502 - ON CALL PAY I.T.	.0000	50.00	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	5,331.80	66,069.03
503 - STAND-BY PAY	691.1700	1,382.34	DEFERRED COMP - ROTH	320.00	PSPRS POLICE DB NORM - TIER	819.45	10,154.36
806 - TELEPHONE STIPEND	.0000	1,550.00	DEFERRED COMPENSATION	2,570.00	PSPRS POLICE DB NORM - TIER	3,696.04	37,183.51
900 - COMPENSATION EARNED	7.0050	.00	DEFERRED COMPENSATION	100.00	STANDARD LIFE	2,441.25	.00
901 - COMPENSATION USED	6.0000	115.76	FOP/ALC	405.00	STANDARD LTD	1,073.33	198,184.74
905 - Retro pay	.0000	972.80	GARNISHMENT	483.52	STANDARD STD	5,289.38	.00
923 - BORDER FITNESS - GYM	.0000	350.00	GARNISHMENT - CHILD	3,151.07	U.S. MEX DENTAL - EE &	430.38	.00
924 - AMBULANCE - REGULAR	1,100.9998	21,350.45	IAFF- FIRE DEPT	1,080.00	U.S. MEX DENTAL - EE &	95.64	.00
932 - 24-7 GET FIT - GYM	.0000	1,539.00	LEGAL SHIELD	56.31	US & MEX DENTAL - EE	2,608.32	.00
Total	28,295.8683	\$601,155.63	LONG TERM DISABILITY	508.27	US & MEX HEALTH = C	18,924.75	.00
			MANHATTANLIFE ASSURANCE	139.42	US & MEX HEALTH = FAMILY	18,557.25	.00
			MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = SP	4,367.25	.00
			MEX ONLY DENTAL - EE &	174.04	VISION - SINGLE	971.80	.00
			MEX ONLY DENTAL - EE &	415.14	VSP- VISION	559.35	.00
			MEX ONLY DENTAL - EE &	119.08	Total	\$179,368.26	
			MEX ONLY HEALTH - EE & CH	414.88			
			MEXICO ONLY HEALTH - EE &	1,741.79	Workers' Comp		Gross Base
			MEXICO ONLY HEALTH - EE &	363.02	ANIMAL CONTROL OFFICERS	67.09	2,981.44
			MISCELLANEOUS	100.00	ATTORNEY- ALL & CLERICAL-	89.06	40,475.06
			NEW YORK LIFE - LIFE INS	36.49	AUTO SERVICE/ REPAIR	216.01	7,742.22

Schedule B



Pay Day Register

Pay Date Range 04/08/23 - 04/21/23

Pay Batch 202309

PAC FUND- FIRE DEPT.	90.50	.00	BUILDING- NOC OPER BY	1,066.51	29,461.96
PSPRS FIRE DB RATE - TIER 1a	4,033.57	52,726.60	BUS COMPANY AND DRIVERS	229.58	4,159.00
PSPRS FIRE DB RATE - TIER 1b	805.39	10,527.89	CLERICAL OFFICE/ LIBRARY/	330.63	137,755.54
PSPRS FIRE DB RATE - TIER 2	329.75	4,310.47	Electrician	66.57	2,120.00
PSPRS FIRE DB RATE - TIER 3	3,012.09	30,302.75	FIREFIGHTERS & DRIVERS	4,903.03	103,222.15
PSPRS FIRE DC RATE - TIER 3	194.33	2,159.22	GARBAGE/ ASH/ REFUSE	507.57	8,120.98
PSPRS FIRE DISABILITY RATE	35.84	2,159.22	Homemaker Service	19.03	831.00
PSPRS POLICE DB RATE - TIER	3,792.18	49,571.06	MUNICIPAL/ TOWN/	406.21	23,211.11
PSPRS POLICE DB RATE - TIER	1,262.09	16,497.97	PARKS- NOC ALL EMPLOYEES	703.90	22,706.12
PSPRS POLICE DB RATE - TIER 2	776.81	10,154.36	POLICE OFFICERS	6,131.26	129,079.73
PSPRS POLICE DB RATE - TIER 3	3,696.04	37,183.51	RECREATION- ALL EMPLOYEES/	283.29	20,677.08
STANDARD LIFE ADDTNL	1,018.05	.00	SEWAGE DISPOSAL/ PLANT	792.05	23,025.33
TRANSWESTERN MEXICAN	97.00	.00	Street or Road Construction	2,225.92	25,208.45
U.S. MEX DENTAL - EE &	554.31	.00	WATERWORKS OPERATIONS	707.13	20,378.46
U.S. MEX DENTAL - EE &	123.18	.00	Total	<u>\$18,744.84</u>	
UNITED WAY	14.00	.00			
US & MEX DENTAL= FAMILY	486.78	.00	Direct Deposits		Amount
US & MEX HEALTH = C	5,551.26	.00	1st Bank Yuma		39,507.67
US & MEX HEALTH = FAMILY	5,443.50	.00	ACADEMY BANK		2,386.16
US & MEX HEALTH = SP	1,281.06	.00	Bank of America		2,006.03
VSP - VISION CHILDREN	240.13	.00	Bank of America CA		947.65
VSP - VISION FAMILY	305.03	.00	Bankcorp		200.00
VSP - VISION SPOUSE	97.35	.00	BANKCORP BANK		1,321.05
Net	<u>\$415,521.51</u>		CAPITAL ONE		316.13
			Charles Sch		250.00
			Chase Bank		196,831.03
			CHASE BANK CA		1,525.58
			CHASE BANK MORGAN		1,485.57
			CHASE BANK TX		3,172.70
			chase centro		1,228.87
			discover		900.00
			Federal Credit Union		38,014.27
			FF CREDIT UNION		1,998.65
			FIREFIGHTER FIRST CREDIT UNION		5,981.21
			HUGHES FCU		1,592.77
			National Bank		1,529.92
			Navy Federal		21,667.03
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		759.51
			Sunbank		1,367.84
			THE FOOTHILLS BANK		631.51
			VANTAGE WEST		1,664.05
			WASHINGTON FEDERAL		1,056.94



Pay Day Register

Pay Date Range 04/08/23 - 04/21/23

Pay Batch 202309

Monica Castro

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mcastro@sanluisaz.gov C = AD
Date: 2023.04.27 13:52:50 -0700'

Wells Fargo	84,766.10
WELLS FARGO CALE	<u>1,271.75</u>
Total	\$414,499.99
Check	\$1,021.52



Pay Day Register

Pay Date Range 04/28/23 - 04/28/23

Pay Batch 202354B

Pay Batch 202354B Total

Employees in Pay Batch 23

Female Employees in Pay Batch 12

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	1,610.00	Gross	1,610.00		
Total	0.0000	\$1,610.00	Imputed Income		Workers' Comp	Gross Base
			FEDERAL TAX WITHHOLDING	0.00		
			SOCIAL SECURITY TAX	99.81	1,458.44	
			MEDICARE	23.40	1,610.00	Direct Deposits
			STATE WITHHOLDING	40.01	1,458.44	Amount
			AZ STATE RETIREMENT	151.56	1,260.00	
			LONG TERM DISABILITY	1.80	1,260.00	Check
			Net	\$1,293.42		\$1,293.42

Monica
Castro

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mcastro@sanluisaz.gov C = AD
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Schedule C

Payment Register

From Payment Date: 4/24/2023 - To Payment Date: 4/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
105645	04/25/2023	Open			Accounts Payable	DON SANDERSON FORD	\$58,085.98		
105646	04/27/2023	Open			Accounts Payable	CARLOS, FERNANDO	\$750.00		
105647	04/27/2023	Open			Accounts Payable	GARCIA, JESUS	\$1,000.00		
105648	04/27/2023	Open			Accounts Payable	LUNA, CYNTHIA	\$150.00		
105649	04/27/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$2,600.00		
105650	04/27/2023	Open			Accounts Payable	NIEBLA, JORGE LUIS	\$150.00		
105651	04/27/2023	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$4,270.96		
105652	04/27/2023	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$800.00		
105653	04/27/2023	Open			Accounts Payable	TORRES, JESUS, A	\$375.00		
105654	04/27/2023	Open			Accounts Payable	TORRES, OMAR	\$600.00		
105655	04/27/2023	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$132.88		
105656	04/27/2023	Open			Accounts Payable	FOP/ALC	\$405.00		
105657	04/27/2023	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	\$350.64		
105658	04/27/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$300.00		
105659	04/27/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,385.53		
105660	04/27/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
105661	04/27/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$90.50		
105662	04/27/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,080.00		
105663	04/28/2023	Open			Accounts Payable	ADOBE CARE AND WELLNESS	\$150.00		
105664	04/28/2023	Open			Accounts Payable	AMERICA'S TRANSMISSIONS	\$4,260.43		
105665	04/28/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
105666	04/28/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$36.44		
105667	04/28/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,474.61		
105668	04/28/2023	Open			Accounts Payable	BOJORQUEZ GASTELUM, ERICK	\$164.20		
105669	04/28/2023	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$414.50		
105670	04/28/2023	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$388.05		
105671	04/28/2023	Open			Accounts Payable	CORTEZ, ADELA	\$504.48		
105672	04/28/2023	Open			Accounts Payable	FACTOR SALES, INC.	\$1,023.20		
105673	04/28/2023	Open			Accounts Payable	FIRE SAFETY USA, INC	\$294.90		
105674	04/28/2023	Open			Accounts Payable	GIRON JR, RAUL	\$100.00		
105675	04/28/2023	Open			Accounts Payable	MUNOZ, MARIA	\$159.23		
105676	04/28/2023	Open			Accounts Payable	UNITED HEALTH CARE	\$347.96		
105677	04/28/2023	Open			Accounts Payable	VARELA, LIZETTE	\$111.20		
105678	04/28/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$53,841.04		
105679	04/28/2023	Open			Accounts Payable	CELAYA, JOSE E	\$298.92		
105680	04/28/2023	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$500.00		
105681	04/28/2023	Open			Accounts Payable	HIREQUEST LLC	\$640.20		
105682	04/28/2023	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$2,684.41		
105683	04/28/2023	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$1,360.42		
105684	04/28/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$3,227.07		

Schedule D

Payment Register

From Payment Date: 4/24/2023 - To Payment Date: 4/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105685	04/28/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$540.00		
105686	04/28/2023	Open			Accounts Payable	SANTANA, PEDRO, LUIS	\$1,600.00		
105687	04/28/2023	Open			Accounts Payable	TRUCKMATES LLC	\$1,853.81		
105688	04/28/2023	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$2,996.51		
105689	04/28/2023	Open			Accounts Payable	US POST MASTER	\$2,280.42		
105690	04/28/2023	Open			Accounts Payable	XEROGRAPHICS OF FLAGSTAFF INC	\$40.72		
105691	04/28/2023	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	\$6,634.99		
105692	04/28/2023	Open			Accounts Payable	CHICAGO TITLE AGENCY INC	\$38,779.54		
105693	04/28/2023	Open			Accounts Payable	COUNTRY BREEZE, LLC	\$7,420.00		
105694	04/28/2023	Open			Accounts Payable	EMAZON, JESUS	\$250.00		
105695	04/28/2023	Open			Accounts Payable	GARCIA, JESUS	\$112.00		
105696	04/28/2023	Open			Accounts Payable	HACH COMPANY	\$2,940.00		
105697	04/28/2023	Open			Accounts Payable	HIREQUEST LLC	\$5,556.40		
105698	04/28/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$72.00		
105699	04/28/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$32.00		
105700	04/28/2023	Open			Accounts Payable	RAMIREZ, FELIPE	\$108.00		
105701	04/28/2023	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$150.00		
105702	04/28/2023	Open			Accounts Payable	SANDOVAL, YAHELL	\$32.00		
Type Check Totals:									
EFT									
3279	04/25/2023	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$245,800.65		
3281	04/25/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$46,795.93		
3282	04/28/2023	Open			Accounts Payable	ALSCO, INC	\$848.16		
3283	04/28/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,221.23		
3284	04/28/2023	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$12,021.80		
3285	04/28/2023	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$5,000.00		
3286	04/28/2023	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$3,779.28		
3287	04/28/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$898.53		
3288	04/28/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,036.79		
3289	04/28/2023	Open			Accounts Payable	CDWG	\$708.93		
3290	04/28/2023	Open			Accounts Payable	CITY OF YUMA	\$222.60		
3291	04/28/2023	Open			Accounts Payable	CORRAL, RICARDO	\$100.00		
3292	04/28/2023	Open			Accounts Payable	CSC OF YUMA	\$14.05		
3293	04/28/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$91.90		
3294	04/28/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$287.00		
3295	04/28/2023	Open			Accounts Payable	FRUTH GROUP INC	\$39.71		
3296	04/28/2023	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
3297	04/28/2023	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
3298	04/28/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$896.94		
3299	04/28/2023	Open			Accounts Payable	MAJCO LLC	\$133.17		
3300	04/28/2023	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$581.25		
3301	04/28/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$184.01		
3302	04/28/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$4,600.00		
3303	04/28/2023	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$622.00		

Payment Register

From Payment Date: 4/24/2023 - To Payment Date: 4/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3304	04/28/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$2,399.31		
3305	04/28/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$112.05		
3306	04/28/2023	Open			Accounts Payable	RIVER CITIES ADJUSTERS	\$162.50		
3307	04/28/2023	Open			Accounts Payable	RM GRAPHICS	\$273.00		
3308	04/28/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$263.51		
3309	04/28/2023	Open			Accounts Payable	SHARP AUTO GLASS LLC	\$1,292.86		
3310	04/28/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$5,013.23		
3311	04/28/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$943.41		
3312	04/28/2023	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$748.73		
3313	04/28/2023	Open			Accounts Payable	TRUCKPRO, LLC	\$46.91		
3314	04/28/2023	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
3315	04/28/2023	Open			Accounts Payable	YUMA NURSERY LLC	\$2,303.72		
3316	04/28/2023	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,581.88		
3318	04/28/2023	Open			Accounts Payable	MAGU ENTERPRISE	\$1,450.00		
3319	04/28/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$25.81		
3320	04/28/2023	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$6,754.00		
3321	04/28/2023	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$1,605.24		
3322	04/28/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,906.12		
3323	04/28/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$80.31		
3324	04/28/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,192.53		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							44 Transactions	\$354,612.92	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	58	\$219,010.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 4/24/2023 - To Payment Date: 4/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		\$0.00	\$0.00	
					Total		\$219,010.14	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$354,612.92	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	44	\$354,612.92	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$573,623.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	102	\$573,623.06	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	58	\$219,010.14	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	58	\$219,010.14	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$354,612.92	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	44	\$354,612.92	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$573,623.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	102	\$573,623.06	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2023.04.28 13:30:40 -07'00'



AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. A.

Meeting Date: 05/03/2023

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Roula Encinas, Accountant, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the renewal of the contract with Heinfeld, Meech & Co., P.C. for Professional Auditing Services. **(Monica Castro, Finance Director)**

SUMMARY:

Cities are required to hire independent auditors under Arizona law. The contract with the audit firm Heinfeld Meech ended with the conclusion of the city audit for Fiscal Year 2022. Heinfeld Meech is a certified public accounting firm established in 1986; its specialty is government, auditing, and consulting services. Heinfeld Meech has become critical in the success of the City's financial reporting for the past five years, particularly as we work to improve our financial reporting systems. They are knowledgeable of the City's financial operations and projects, so their support is invaluable. In order to save time, money, and resources by leveraging the successful competitive bidding process conducted by another government entity, we are asking to award the contract for professional audit services to Heinfeld Meech under a cooperative agreement from the Arizona State Procurement Office Contract # CTR042584-1 which is allowed under City Code Purchasing code 3.05.090 Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT OF THE INDEPENDENT AUDITOR HEINFELD, MEECH & CO., P.C. AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: Yes
TOTAL: See fiscal impact statement
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The proposed fee schedule shows the audit fees per year through FY 2026-27 payable in FY 2028. This contract will be effective to perform the audit for the Fiscal year ending 06/30/2023, these fees are payable in FY 2024. Accordingly, we are budgeting for \$79,500 in audit fees for next year. We will also budget accordingly in the subsequent year for the fees shown in the schedule.

Attachments

Audit Contract

Schedule of Fees

Insurance Coverage Requirements

**CITY OF SAN LUIS, ARIZONA
PROFESSIONAL AUDITING SERVICES**

THIS CONTRACT entered into between the City of San Luis, Arizona, hereinafter called CITY; and Heinfeld, Meech & Co., P.C., hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, CITY requires the services of a CONTRACTOR qualified to provide auditing services for fiscal years 2022, 2023, 2024, 2025, and 2026 beginning July 1 and ending June 30 with an option to renew for two additional years for 2027 and 2028; and

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – TERM AND EXTENSION

This Contract shall commence on the 10th day of May, 2023 and shall terminate on the 9th day of May, 2028, unless sooner terminated or further extended pursuant to the provisions of the Contract. Any modification, or extension shall be by formal written amendment executed by the parties hereto.

ARTICLE II – SCOPE

CONTRACTOR shall perform the work in accordance with the terms of the contract and to the best of CONTRACTOR's ability. CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all Contractor services under this Contract. Prior to changing any assigned audit supervisors, especially those relied upon in making this contract, CONTRACTOR shall obtain the approval of CITY.

CONTRACTOR shall issue and following reports, schedules or statements:

- A. An independent auditor's report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in-relation-to" the audited financial statements.
- B. An independent auditor's report on the compliance and internal control over financial reporting based on an audit of the financial statements performed in accordance with government auditing standards.
- C. An independent auditor's report on compliance for each major federal program; report on internal control over compliance; and report on Schedule of Expenditures of Federal Award required by the Uniform Guidance, as required.
- D. Auditor's letter of recommendations to management, if applicable.
- E. An independent auditor's report on the Annual Expenditure Limitation Report (AELR) prepared in compliance with A.R.S. §41-1279.07.
- F. An independent auditor's report on the expenditures of state Highway Users Fund Revenue (HURF) as mandated by A.R.S. §9-481.
- G. An independent accountant's report on applying agreed-upon procedures related to the biennial certification of land use assumptions, infrastructure improvement plan and development impact fees, as required.

- H. An independent accountant's report on the City of San Luis Municipal Court's compliance with the requirements of the Arizona Supreme Court, as required.

ARTICLE III – PAYMENT

In consideration of the services specified in this Contract, the CITY agrees to pay CONTRACTOR the fees outlined in Exhibit A within thirty (30) days of CITY's receipt and acceptance of service and a correct invoice.

Once the contract has been awarded, the CONTRACTOR will not be permitted to charge the CITY for any additional service that is not within the scope of the original scope of work. If changes cause an increase in the CONTRACTOR's cost or time for performance of services, an equitable adjustment will be made through a written change order signed by both parties. Any such additional work agreed to between the CITY and the CONTRACTOR shall be performed at the rates set forth in the schedule of professional fees and expenses included in Exhibit A. The CITY Council must approve the price adjustment if the annual contract price exceeds \$35,000.00; otherwise the Finance Director shall have authority to approve a price adjustment on behalf of the CITY.

ARTICLE IV – INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract, the following type(s) and amounts of insurance as outlined in Exhibit B.

ARTICLE V – INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE VI – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Yuma County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but not require, an amendment.

ARTICLE VII – INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees, shall be considered an employee of CITY or be entitled to receive any employment-related fringe benefits under the CITY system. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold CITY harmless from any and all liability which CITY may incur because of CONTRACTOR's failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII – SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be

liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX – ASSIGNMENT

CONTRACTOR shall not assign its rights to the Contract, in whole or in part, without prior written approval of the CITY. Approval may be withheld at the sole discretion of CITY, provided that such approval shall not be unreasonably withheld.

ARTICLE X – NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any CITY employee, client or any other individual in any way because of that person’s age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR’s duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XI – AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII – AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court of administrative agency determines that CITY does not have authority to enter into this Contract, CITY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII – FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS §38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV – TERMINATION

CITY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the CITY’s only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the CITY when the CONTRACTOR is found by CITY to be in default of any provision of the contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this Contract. In the event of such termination CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI – NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by email and delivery or certified mail upon the other party as follows:

CITY:
City of San Luis
Attn: Monica Castro, Finance Director
P.O. Box 7740
1090 E. Union Street
San Luis, AZ 85349
mcastro@sanluisaz.gov

CONTRACTOR:
Heinfeld, Meech & Co., P.C.
Attn: Diane Bradley, Partner
10120 N. Oracle Rd.
Tucson, AZ 85704
diane.bradley@hm.cpa

ARTICLE XVII – NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of CITY. CITY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII – OTHER DOCUMENTS

CONTRACTOR and CITY in entering into this Contract have relied upon information provided in Arizona Department of Administration contract #CTR042584 (Statewide Financial Auditing Services). These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

ARTICLE XIX – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existed at law or at equity or by virtue of this Contract.

ARTICLE XX – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI – BOOKS AND RECORDS; OWNERSHIP OF DOCUMENTS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of CITY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

Any original documents prepared or collected by Audit firm in performance of this Contract such as reports, test plans, survey results, graphics, tables, charts, specifications, surveys, computations and other data shall be the property of CITY ("CITY's work product"), unless otherwise agreed by the parties in writing. Audit firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the

CITY all rights and interest CONTRACTOR may have in the materials it prepares under this Contract, including any right to derivative use of the materials.

CITY may use CITY's work product without further compensation to CONTRACTOR; provided, however, CITY's reuse without written verification or adaption by CONTRACTOR for purposes other than contemplated herein is at CITY's sole risk and without liability to CONTRACTOR. The firm shall not engage in any conflict of interest nor apportion any part of CITY's work product for the benefit of CONTRACTOR or any third parties without CITY's prior written consent.

ARTICLE XXII – AUTHORITY

AUTHORITY: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this contract.

CONTRACTOR:

CITY OF SAN LUIS:

Diane Bradley
Partner-Administration

Ralph Velez
Acting City Manager

Signature

Signature

ATTEST:

_____, City Clerk

_____, City Attorney

Notice to Proceed Issued: _____

March 10, 2023

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

Re: Quotation for Contract for Professional Audit Services

Attached is our firm's quotation for annual audit services for the City of San Luis, as well as assistance with preparation of the City's Annual Comprehensive Financial Report (ACFR), biennial assurance report on the City's development impact fees, and triennial MAS review of the City's municipal court.

This quotation is in accordance with the terms and conditions of the Arizona Department of Administration contract #CTR042584 (Statewide Financial Auditing Services).

This proposal is a firm and irrevocable offer for 90 days. If you have any questions regarding the scope of services or need any other information, please feel free to contact me at (623) 237-7940 or brittney.williams@hm.cpa.

Sincerely,



Brittney Williams, CPA, CGFM
Partner

PROPOSED FEES

Below is our firm’s cost quotation for professional audit services for the City of San Luis for the fiscal years ending June 30, 2023 through 2027. The amounts presented are “not to exceed” fees and include expenses.

Service Description	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
ACFR Audit and Single Audit	\$62,000	\$64,150	\$66,350	\$68,700	\$71,000
On-Site Visit (1st week)	3,750	3,850	3,950	4,100	4,250
On-Site Visit (2nd week)	3,750	3,850	3,950	4,100	4,250
ACFR preparation (if requested)	10,000	10,000	10,000	10,000	10,000
Biennial Report on AUP for Development Impact Fees		5,000		5,000	
MAS review for municipal court		5,000			5,000
Total	\$79,500	\$91,850	\$84,250	\$91,900	\$94,500

The Single Audit fee includes one major federal program; if additional programs are necessary, a fee of \$1,500 per program will be assessed each year.

Questions on Technical Matters:

As a general practice, our firm does not charge additional fees to answer brief questions related to audit, accounting and Federal compliance matters if no additional research is needed by our firm. For example, short audit specific consultations or phone calls of 20 minutes or less are included within the annual financial statement audit fee. More extensive consultations which may require further research and evaluation such as best practice recommendations tailored to your organization, may incur an additional fee; however we would communicate those fees in advance of the additional work.

Hourly Rates for Additional Services:

Our proposed audit fees do not include additional time required for scope expansion due to changes in audit and/or reporting requirements, including GASB Statements issued after the date of this proposal. Any additional services will be discussed with the City in advance and may be billed at the hourly rates listed below or at a negotiated fixed fee, depending on the nature of the additional work.

Any additional work authorized by the City completed during the first contract year will be billed at the following hourly rates. These hourly rates will be increased 3% annually for any work completed in subsequent contract years.

Principal - \$265; Manager - \$210; Senior - \$155; Staff - \$115

**EXHIBIT B
INSURANCE**

1. In General. Audit firm shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Audit firm, its agents, representatives, employees or audit firms.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Audit firm's obligations under this Contract have been met, including any warranty periods. The Audit firm's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Audit firm from liabilities that might arise out of this Contract, and Audit firm is free to purchase such additional insurance as Audit firm may determine is necessary.

Audit firm shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000
Umbrella Coverage	\$2,000,000

b. Automobile Liability –

Any Automobile or Owned, Rented and Non-owned Vehicles
Combined Single Limit per Accident
for Bodily Injury & Property Damage \$1,000,000

c. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000
Professional Liability	\$2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Audit firm shall be solely responsible for any self-insured retention amounts. City at its option may require Audit firm to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of San Luis, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Audit firm, including products and completed operations of the Audit firm, and automobiles owned, leased, rented or borrowed by the Audit firm.
- b. Broad Form. The Audit firm's insurance shall contain broad form contractual liability coverage.
- c. Primary Insurance. The Audit firm's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Audit firm's insurance and shall not contribute to it.
- d. Each Insured. The Audit firm's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Not Limited. Coverage provided by the Audit firm shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Audit firm for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the contact person listed in the original Solicitation and shall reference the Contract Number:

Attention: City Clerk
Professional Auditing Services Contract
City of San Luis, Office of the City Clerk
1090 E. Union Street
San Luis, AZ 85349

7. Acceptability of Insurers. Audit firm shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Audit firm from potential insurer insolvency.

8. Certificates of Insurance. The Audit firm shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Audit firm commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Audit firm of any deficiencies in such policies and endorsements. The City's receipt of Audit firm's policies or endorsements shall not relieve Audit firm from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Audit firm's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Management, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.



AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. B.

Meeting Date: 05/03/2023

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a Lease Agreement with Gemini Property Holdings, Inc. for a temporary Police Station located in East San Luis. **(Miguel Alvarez, Interim Chief of Police)**

SUMMARY:

Because completion of the second police station at the city's community park on County 24th Street is two or three years away, Mayor Riedel negotiated a lease with Gemini Property Holdings, Inc. (a non-profit housed at Comité De Bien Estar) for their building and the two (2) lots it sits on, at 293 North Rachel Dodge Avenue. Avenue F is to the back of the property. It will be in close proximity to Fire Station 2. (Please see the areal depiction in the first of the photographs attached to this agenda item).

The lease is for \$1.00 per square foot of the 2,500-square-foot building (\$2,500 per month), with no deposit. The rent includes the two 6,000-square-foot lots the building sits on, for a total of 12,000 square feet. The lease starts June 1, 2023, for three years, with the option to extend another three years. The June start date will allow time for Comité De Bien Estar to vacate and for the city to inspect before move-in. The city may modify the building for its purposes without permission from the owner.

At the April 26, 2023, Council Meeting, this item was continued to the May 10, 2023, regular meeting. Because the May 10 meeting was canceled, and this special meeting was scheduled in its place, part of the suggested motion includes accelerating consideration to May 3.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE LEASE AGREEMENT WITH GEMINI PROPERTY HOLDINGS, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$90,000 for 3 Years or \$30,000 per year
BUDGETED AMOUNT:	No
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

We did not budget for this item. The fiscal impact for FY 2023 is \$2,500. We have budget capacity to cover the fiscal impact through June 30th, 2023 due to delay of projects. For Year 2024 and the following years we will budget accordingly for this item if approved by council.

Attachments

Lease Agreement

Photos

Az Corp Comm Filing for Gemini

Assessor's Parcel Information

Assessor's Parcel Information

LEASE AGREEMENT

This lease agreement ("Lease") is made, between

Gemini Property Holdings, Inc. a domestic nonprofit corporation organized under the laws of Arizona, having its principal office at 963 East B Street San Luis, Arizona, and its mailing address of: P.O. Box 7170 San Luis, Arizona 85349 ("GEMINI"), and	the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative office at San Luis City Hall 1090 East Union Street San Luis, Arizona, and its mailing address of P.O. Box 1170 San Luis, Arizona 85349 ("CITY").
--	--

GEMINI and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

- A. The CITY is a municipal corporation vested with all the powers to lease by A.R.S. § 9-240(B)(1) and A.R.S. § 9-241.
- B. The CITY is developing a permanent police station at the East Community Park and Fire Station 2 on County 24th Street, but it may be a few years before it is completed.
- C. The CITY would benefit from having a temporary police station to serve the eastern portion of the city near the East Community Park and Fire Station 2.
- D. GEMINI is willing to make its building and land surrounding it near the area of County 24th Street available to the CITY for a reasonable lease rate.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Lease, the Parties agree to the following.

SECTION ONE. LEASED PREMISES

GEMINI leases to CITY and CITY hires from GEMINI for Lease Term, at the rental rate and upon the covenants and conditions set forth below in this Lease, the premises subject to this Lease more particularly described as lots 370 and 371 in the Bienestar 9B, Subdivision, which are designated by the Yuma County Assessor as APN 777-60-370 and APN 777-60-37, the lots (parcels) straddle Rachel Dodge Avenue and Avenue F, commonly known at the addresses of 293 Rachel Dodge Avenue and 285 Rachel Dodge Avenue, in San Luis, Yuma County, Arizona, which premises consist of two lots of real property totaling approximately twelve thousand square feet (12,000 sq. ft.) upon which a building sits of approximately two thousand five hundred square feet (2,500 sq. ft), (the "Leased Premises").

SECTION TWO. TERM

The term of this Lease shall be for a period of three (3) full years commencing on June 1, 2023, and ending on May 31, 2026, plus any renewal term exercised under SECTION FOUR of this Lease ("Lease Term").

SECTION THREE.

RENTAL

CITY shall pay GEMINI without prior notice, or demand, as rent in advance, on the first day of each month during the Lease Term, \$2,500.00 per month.

SECTION FOUR.

OPTION TO RENEW

CITY shall have the option to extend the term of this Lease for a total of one (1) additional three-year (3-year) term following the expiration of the initial term as provided in SECTION THREE. CITY shall exercise its option by giving written notice of the exercise of the option to GEMINI no later than Friday, February 27, 2023, 2026. The monthly rent for the extended term shall continue at \$2,500.00. The additional term shall expire on May 31, 2029, unless earlier terminated.

SECTION FIVE.

USE

It is the intention that the CITY will use the Leased Premises as a temporary second police station. However, The CITY shall use the Leased Premises for any lawful purpose.

SECTION SIX.

UTILITIES

The CITY shall pay or provide for all water, sewage removal, solid waste collection, electricity, telephone, internet, janitorial, and all other materials and services which may be furnished to or used in or about the Leased Premises during the Lease Term.

SECTION SEVEN.

TAXES

GEMINI shall continue to pay the real property taxes on the Leased Premises and continuing for the entire Lease Term, discharged promptly as the same become due and before delinquency, all taxes, assessments, levies, excise or imposts, liens whether general or special, ordinary or extraordinary, imposed by any governmental or quasi-governmental authority pursuant to law directly as a result of ownership of the Leased Premises which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Leased Premises or any part of the Leased Premises, or upon the leasehold or the estate created by this Lease, or upon GEMINI solely by reason of its ownership of the Leased Premises, including but not limited to any license or privilege fee or tax based or measured. GEMINI shall make all payments of all sums required by law for the property directly to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by the operation of law for their nonpayment.

SECTION EIGHT.

INSURANCE AND WAIVER OF SUBROGATION

A. GEMINI shall maintain, as the minimum coverage required of it by this Lease, a policy or policies of fire and property damage insurance in so-called "fire and extended coverage" policies and forms, insuring GEMINI against loss of rents and from physical damage to the building and other site permanent improvements or permanent fixtures for a period of not less than twelve (12) months per year starting June 1 of every year, for the Lease Term as defined in SECTION FOUR with coverage of not less than one hundred percent (100%) of the full replacement value of the building and improvements. GEMINI may elect to have additional insurance.

B. GEMINI shall not be required to cause such insurance to cover any personal property, movable fixtures, or movable improvements belonging to the CITY on the property during the Lease Term.

C. The CITY shall inform GEMINI in writing of any permanent fixtures it intends to install or permanent improvements it intends to make so that GEMINI may adjust its insurance coverage accordingly.

D. The CITY shall be solely responsible for any insurance coverage for its personal property, movable fixtures, or movable improvements on the Leased Premises during the Lease Term as defined in SECTION FOUR.

E. The CITY shall secure and maintain at its own expense during the Lease Term general liability coverage of one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) in the aggregate. The coverage of CITY's general liability insurance shall be in addition to any carried by GEMINI.

F. The parties to this Lease release each other, and their respective agents, employees, and contractors, from any claims for injury to any persons or damage to property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of such damage, but only to the extent such claims are covered by such insurance. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against either party in connection with any damage covered by such policy so long as such waiver is available without unreasonable additional cost.

SECTION NINE.

CONDITION OF PREMISES

A. CITY shall maintain and keep the interior and exterior of the Leased Premises and every part of the Leased Premises and all appurtenances, in good condition and repair during the damage by fire, wind, earthquake, acts of God or the elements excepted.

B. The CITY agrees upon the expiration of the Lease Term or sooner termination to surrender the Leased Premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake or act of God excepted.

C. GEMINI shall be held to the expense of any repair and maintenance standards as provided for in any statute or law which may be now or later enacted during the Lease Term.

**SECTION TEN.
COMPLIANCE WITH LAWS**

A. CITY shall not commit or permit to be committed any waste upon the Leased Premises and shall not commit or permit to be committed any public or private nuisance, or any other act or thing prohibited by law. With respect to the CITY's use and occupancy of the Leased Premises, the CITY shall comply with all laws, ordinances, orders, and regulations of all governmental authorities, including the final judgment of a court of competent jurisdiction in any action or proceeding against CITY.

B. GEMINI shall abide by all laws as lessor and property owner.

D. This Lease is subject to cancellation for conflict of interest under A.R.S. § 38-511.

**SECTION ELEVEN.
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

A. Subject to the limitation that no substantial portion of the building on the Leased Premises shall be demolished or removed by the CITY without the prior, express, and written consent of GEMINI, may at any time during the Lease Term, subject to the conditions set forth below and at the CITY's own expense, make any alterations, additions, or improvements in and to the Leased Premises which includes the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength or lessen the value of the building on the Leased Premises.

B. Before commencement of any work, all plans and specifications shall be filed with and approved by all government departments or authorities having jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to cost five thousand dollars (\$5,000) or more shall be submitted to GEMINI for written approval prior to commencing work.

C. All permanent fixtures and permanent improvements on or in the Leased Premises after the commencement of the Lease Term that may be installed during the Lease Term shall become part of the Leased Premises and the sole property of GEMINI, except that all movable fixtures, movable improvements, or personal property installed by the CITY shall be and remain the property of the CITY.

**SECTION TWELVE.
LIENS**

CITY shall keep the Leased Premises and building of which the Leased Premises are a part, free and clear of any liens and shall indemnify and hold harmless GEMINI from any liens and

encumbrances arising out of any work performed or materials or labor furnished by or at the direction of CITY.

**SECTION THIRTEEN.
ASSIGNMENT AND SUBLETTING**

CITY shall not sublet or assign any portion or interest in this Lease without first obtaining the written consent of GEMINI and GEMINI shall not unreasonably withhold such consent.

**SECTION FOURTEEN.
INDEMNIFICATION**

Each Party shall indemnify and hold harmless the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action liability, costs, or expense (including attorneys' fees, witness costs, and expert charges) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

**SECTION FIFTEEN.
TERMINATION**

The CITY or GEMINI may terminate with or without cause this Lease with one-hundred and twenty (120) days' written notice.

**SECTION SIXTEEN.
ATTORNEYS' FEES**

Should either Party commence any legal action or proceeding against the other based on this Lease, the prevailing party shall be entitled to a reasonable amount for attorney's fees, costs of court, witnesses, and experts.

**SECTION SEVENTEEN.
DESTRUCTION**

In the event of total or partial destruction of the Leased Premises during the Lease Term from any cause actually covered by insurance then in full force and effect, CITY immediately shall give written notice of such destruction to GEMINI and GEMINI shall to the extent of such insurance proceeds promptly repair the same, provided such repairs can be made within sixty (60) days after such destruction, but such partial destruction shall in no way annul or void this Lease. If such repairs are not so insured or cannot be made within sixty (60) days of the date of such destruction, this Lease may be terminated at the option of either party upon 30 days' written notice to the other Party. CITY and GEMINI waive the provisions of the Arizona Revised Statutes that contradict this SECTION SEVENTEEN.

**SECTION EIGHTEEN.
HOLDING OVER**

Any holding over after the expiration of the Lease Term by CITY with the consent of GEMINI shall be deemed to be a tenancy from month to month and except for the term of such tenancy shall be on the same terms and conditions specified in this Lease, as far as are applicable.

**SECTION NINETEEN.
SALE OF PREMISES**

In the event of a sale or conveyance by GEMINI of GEMINI's interest in the Leased Premises, GEMINI shall be released from any future liability under this Lease, with the successor in interest to GEMINI to be solely liable to the CITY.

**SECTION TWENTY.
NOTICE**

All notices or demands of any kind required or desired to be given by GEMINI or CITY under this Lease shall be in writing and validly given if delivered or refused delivery to the City Clerk for the City or to the Statutory Agent for GEMINI by personal delivery, by United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to mailing address in the first paragraph, or by any commercially reasonable means of receipted delivery..

**SECTION TWENTY-ONE.
NO WAIVER**

No covenant, term or condition, or breach of this Lease shall be deemed waived, except by written consent of GEMINI and the CITY, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance of all or any portion of rent at any time shall not be deemed to be a waiver of any covenant, term, or condition except as to the rent payment accepted.

**SECTION TWENTY-TWO.
MISCELLANEOUS**

- A. The captions of the sections and paragraphs contained in this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any provision of this Lease.
- B. All of the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties to this Lease and their heirs, executors, administrators, successors, and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the Leased Premises other than as provided for in this Lease.
- C. This Lease shall be governed and interpreted solely by the laws of Arizona. The venue shall be in a court of competent jurisdiction in Yuma County, Arizona.
- D. Time is of the essence of this Lease and each provision of this Lease.
- E. There are no third-party beneficiaries to this Lease, and no person or entity who is not a Party shall have any right or cause of action under this Lease.
- F. It is not intended by this Lease to, and nothing contained in this Lease shall create any agency, partnership, joint venture, or other similar arrangement between the Parties. The relationship is of lessor and lessee.
- G. GEMINI represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under Arizona laws. GEMINI and the CITY warrant to each other that the individuals executing this Lease on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

H. This Lease constitutes the entire Agreement between the Parties pertaining to the subject matter of this Lease. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded, and merged in this Lease.

I. This Lease 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 may all be attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

The parties have executed this Lease Agreement in Yuma County, Arizona the day and year first set forth above.

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

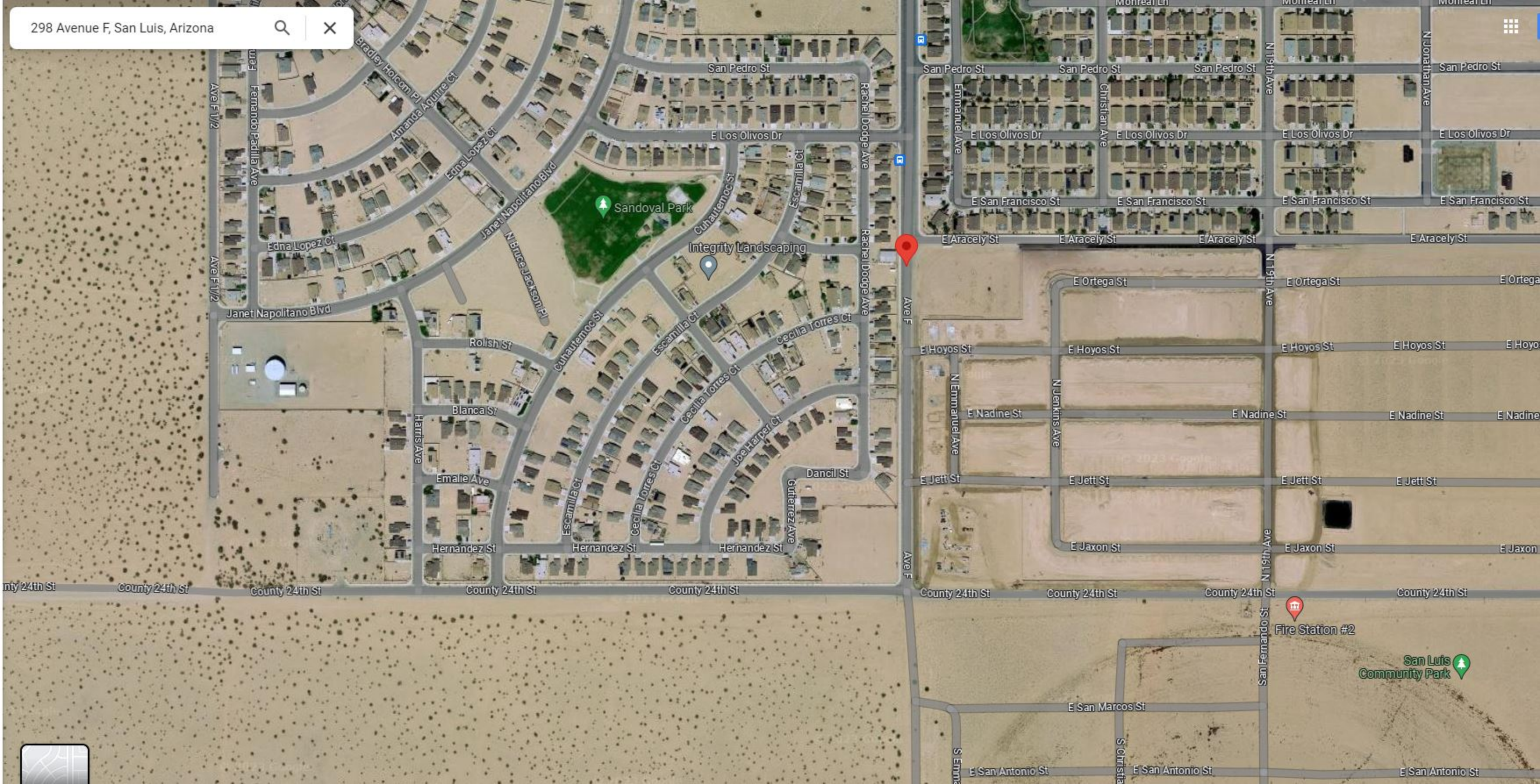
APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Gemini Property Holdings, Inc.

Marco Antonio Reyes, Director

298 Avenue F, San Luis, Arizona









GRUPO 24
ghrc
homeless housing resource center
Phoenix, AZ
Central City Home Shelter Inc.

1WA 2965

Three people standing on a concrete path to the right of the building. One person is wearing a blue shirt and dark pants, another is wearing a dark uniform, and a third person is partially visible behind them.



bhr

bienestar housing
resource center

POLICE

24



298

EAK
A

932







EAK
LA





GRUPO
23



6 x 10

Specifications	Especificaciones
Capacity: 1500 lbs	Capacidad: 680 kg
Weight: 1200 lbs	Peso: 544 kg
Length: 10'0"	Longitud: 3048 cm
Width: 6'0"	Anchura: 1829 cm
Height: 6'6"	Altura: 1981 cm
Interior Length: 8'6"	Longitud Interior: 2591 cm
Interior Width: 4'6"	Anchura Interior: 1397 cm
Interior Height: 5'6"	Altura Interior: 1676 cm
Door Height: 6'0"	Altura Puerta: 1829 cm
Door Width: 6'0"	Anchura Puerta: 1829 cm
Door Weight: 150 lbs	Peso Puerta: 68 kg
Door Lock: 1200 lbs	Peso Cerradura: 544 kg
Door Seal: 1200 lbs	Peso Sellador: 544 kg
Door Latch: 1200 lbs	Peso Cerradura: 544 kg
Door Hinge: 1200 lbs	Peso Bisagra: 544 kg
Door Bolt: 1200 lbs	Peso Tornillo: 544 kg
Door Lock: 1200 lbs	Peso Cerradura: 544 kg
Door Seal: 1200 lbs	Peso Sellador: 544 kg
Door Latch: 1200 lbs	Peso Cerradura: 544 kg
Door Hinge: 1200 lbs	Peso Bisagra: 544 kg
Door Bolt: 1200 lbs	Peso Tornillo: 544 kg

Extra Benefits/Beneficios adicionales



mini cones

CDB











3/2/18
2549 6220 7400

THIS PART - IT'S YOUR DISPLAY.

ENTON RETAILERS

BE CAREFUL! CUT ALONG DOTTED LINE
BE FIRM AND USE OF OUTER CARTON
CHECK FOR DAMAGE OF INNER CONTAINER
SET UP IN DISPLAY



ENTITY INFORMATION

Search Date and Time: 4/30/2023 3:49:43 PM

Entity Details

GEMINI PROPERTY HOLDINGS, INC.	Entity Name:
11239073	Entity ID:
Domestic Nonprofit Corporation	Entity Type:
Active	Entity Status:
3/22/2004	Formation Date:
In Good Standing	Reason for Status:
3/22/2004	Approval Date:
	Status Date:
3/22/2004	Original Incorporation Date:
Perpetual	Life Period:
Other - OTHER	Business Type:
2023	Last Annual Report Filed:
Arizona	Domicile State:
4/22/2024	Annual Report Due Date:
	Years Due:

4/26/2004

Statutory Agent Information

Name:

BARRY L OLSEN

Appointed Status:

Active

Attention:

Address:

101 E 2ND ST , YUMA, AZ 85364, USA

Agent Last Updated:

4/6/2023

E-mail:

Attention:

Mailing Address:

County:

Yuma

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	MARCO ANTONIO REYES		PO BOX 7170, SAN LUIS, AZ, 85349, Yuma County, USA	3/24/2004	4/17/2019
CFO (Chief Financial Officer)	Palmira Ramirez		PO BOX 7170, SAN LUIS, AZ, 85349, Yuma County, USA	1/1/2020	4/15/2020

Page 1 of 1, records 1 to 2 of 2

Address 

Attention: Palmira Ramirez

Address: 963 E B STREET, SAN LUIS, AZ, 85349, USA

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

County: Yuma

Last Updated: 4/6/2023

Entity Principal Office Address

Attention:

Address:

County:

Last Updated:

Back

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Document History

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Microfilm History



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Account Information

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- [Tax History](#)
- [Estimate Taxes](#)
- [Tax Detail Information via Eagle Treasurer](#)
- Account Detail**
- [Land](#)
- Transfers**
- [2008025973](#)
- [2005008459](#)

Account: R0085989

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Location & Remarks		Owner Information		Assessment History	
Situs Address 293 N RACHEL DODGE AVE		Owner Name GEMINI PROPERTY HOLDINGS INC AZ		Full Cash Value (FCV) \$40,000	
City SAN LUIS		CORP		Limited Property Value (LPV) \$38,001	
ZipCode 85349		Owner Address PO BOX 7170		Primary Assessed \$5,400	
Tax Area 1110 - 11010		SAN LUIS, AZ 85349		Secondary Assessed \$8,000	
Parcel Number 777-80-370					
Legal Summary (Note: Not to be used on legal documents) Subdivision: BIENESTAR EST 9B Lot: 370 Section: 09 Township: 11S Range: 24W					
				Tax Area: 1110 Primary Rate: 9.3312	
				Secondary Rate: 3.2520	
Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed	
2.01.E	\$40,000	\$38,001	\$5,400	\$8,000	

Transfers		
Sale Date	Sale Price	Doc Description
02/28/2005	\$0	WARRANTY DEED
08/28/2008	\$37,485	WARRANTY DEED

Tax History	
Tax Year	Taxes
*2024	\$713.44
2023	No Tax Values

* Estimated

Images

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Account Information

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- [Tax Detail Information via Eagle Treasurer Attachment\(s\)](#)
- [Account Detail](#)
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- [Transfers](#)
- [2008025976](#)
- [2005008459](#)

Account: R0085990

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Location & Remarks		Owner Information		Assessment History											
Situs Address 285 N RACHEL DODGE AVE		Owner Name GEMINI PROPERTY HOLDINGS INC AZ		Full Cash Value (FCV) \$104,375											
City SAN LUIS		CORP		Limited Property Value (LPV) \$95,390											
ZipCode 85349		Owner Address PO BOX 7170		Primary Assessed \$16,216											
Tax Area 1110 - 11010		SAN LUIS, AZ 85349		Secondary Assessed \$17,744											
Parcel Number 777-60-371				Tax Area: 1110 Primary Rate: 9.3312											
				Secondary Rate: 3.2520											
Legal Summary (Note: Not to be used on legal documents) Subdivision: BIENESTAR EST 9B Lot: 371 Section: 09 Township: 11S Range: 24W				<table border="1"> <thead> <tr> <th>Legal Class</th> <th>FCV</th> <th>LPV</th> <th>Primary Assessed</th> <th>Secondary Assessed</th> </tr> </thead> <tbody> <tr> <td>1.12</td> <td>\$104,375</td> <td>\$95,390</td> <td>\$16,216</td> <td>\$17,744</td> </tr> </tbody> </table>		Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed	1.12	\$104,375	\$95,390	\$16,216	\$17,744
Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed											
1.12	\$104,375	\$95,390	\$16,216	\$17,744											

Transfers		
Sale Date	Sale Price	Doc Description
02/28/2005	\$0	WARRANTY DEED
08/28/2008	\$37,485	WARRANTY DEED

Tax History		Images	
Tax Year	Taxes	Photo	Sketch
*2024	\$2,079.52	<input type="button" value="Photo"/>	<input type="button" value="Sketch"/>
2023	No Tax Values	<input type="button" value="GIS"/>	

* Estimated





AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. C.

Meeting Date: 05/03/2023

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

Submitted By: Manuel Hernandez, Project Manager, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract for the County 22nd Street and Sidewinder Avenue Intersection Improvements Project - Phase 1. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

SUMMARY:

The Department of Public Works is seeking Council approval for accepting and awarding a construction contract to, DPE Construction Inc. for the County 22nd Street and Sidewinder Avenue Intersection Improvements Project - Phase 1. This project went through the formal bidding process. Gutierrez Canales Engineering, PC and DPE Construction, Inc were the two responsive bidders. DPE Construction, Inc was the lowest responsive and responsible bidder with a bid in the amount of \$729,750.00. The Intersection widening will improve traffic flow, reduce congestion, enhance safety for both drivers and pedestrians, and enhancing our residents driving experience in this area of the City. This purchase falls under the bidding provisions of City Code 3.05.030, 3.05.040, and 3.05.050.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT AND AWARD THE SUCCESSFUL BID TO DPE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE CO. 22ND STREET AND SIDEWINDER INTERSECTION IMPROVEMENTS PROJECT - PHASE 1, IN THE AMOUNT NOT TO EXCEED \$729,750.00, AND DIRECT STAFF TO FINALIZE A CONTRACT WITH DPE IN ACCORDANCE WITH DPE'S SUCCESSFUL BID.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: Yes
TOTAL: \$871,212.00
BUDGETED AMOUNT: \$171,212.00
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Public Works plans on spending up to \$171,212.00 this fiscal year in Capital Outlay - ARPA Revenue Loss Streets Projects 255-021-90051.228. \$700,000 have been earmarked in FY24 for the completion of Phase I and Phase II.

Attachments

County 22nd St and Sidewinder Rd Intersection Improvements - Plans - 4-04-2023
BID EVALUATION SUMMARY AND AWARD RECOMMENDATION May 2 2023

CITY OF SAN LUIS
COUNTY 22ND STREET AND SIDEWINDER ROAD
INTERSECTION IMPROVEMENTS

Mayor

NIEVES RIEDEL

Vice-Mayor

LUIS E. CABRERA

City Council

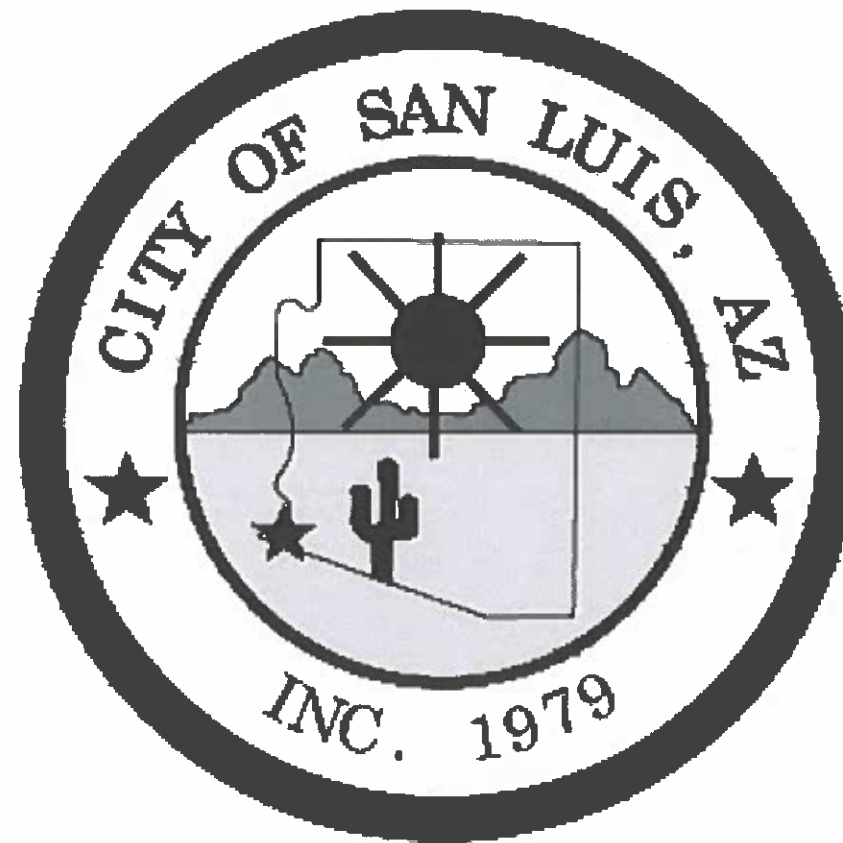
MARIA CECILIA CRUZ

TADEO AZAEL DE LA HOYA

MATIAS ROSALES

GLORIA TORRES

JAVIER VARGAS



Acting City Manager

RALPH VELEZ

**Director of
Public Works**

EULOGIO VERA, P.E.

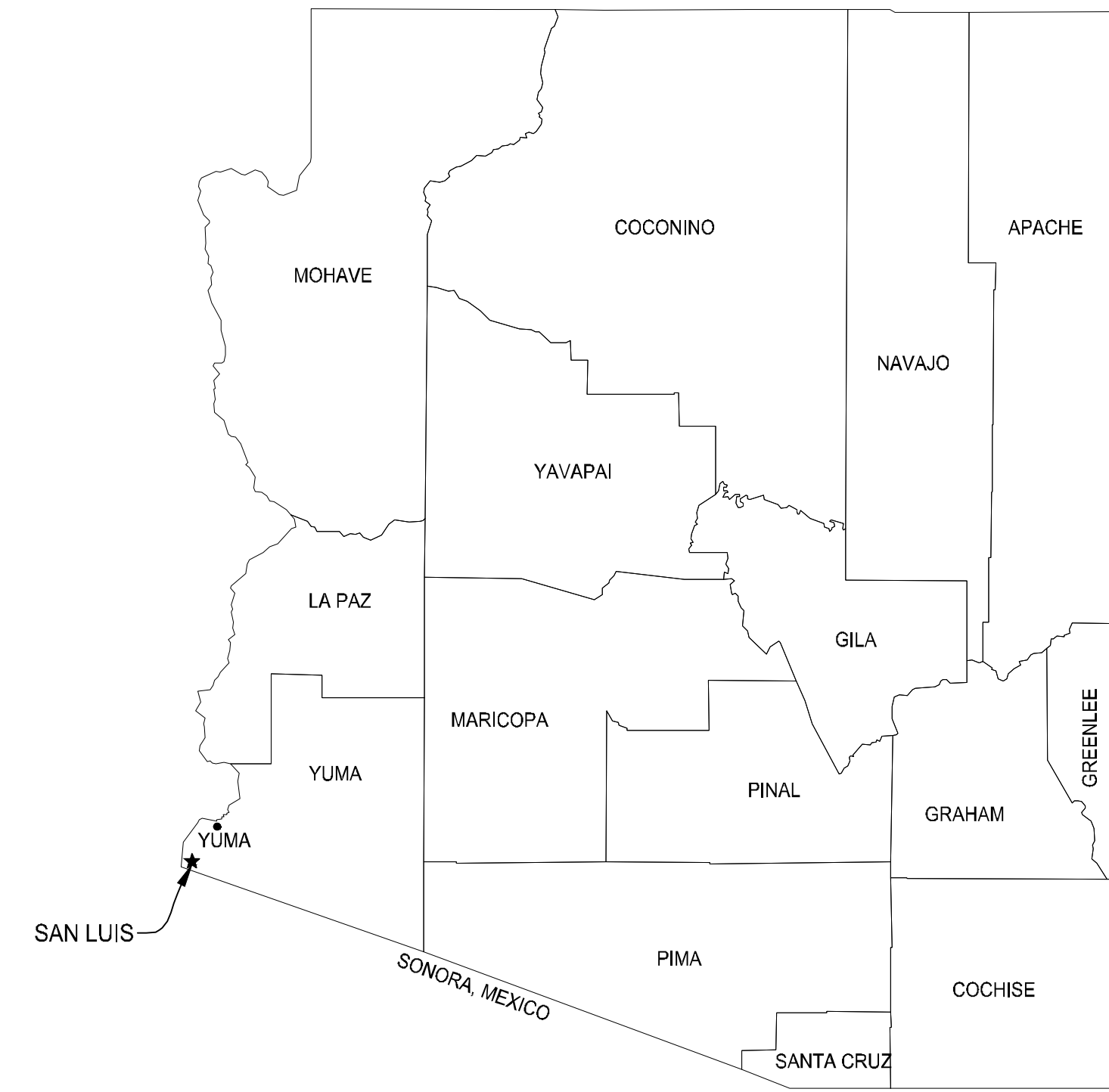
APPROVED: Ralph Velez 04-05-2023
City Manager Date:

APPROVED: Eulogio Vera 04/05/23
Director of Public Works Date:



PREPARED BY:

JAMES DAVEY AND ASSOCIATES
1026 W. 24th STREET, SUITE 2
YUMA, AZ 85364
(928) 782-7026



LOCATION MAP
NTS

BEACH MARKS:

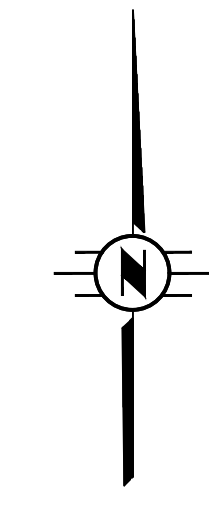
BM #1
FD 3" BC USDI
AT THE INTERSECTION OF
8TH AVENUE ALIGNMENT AND COUNTY 22ND STREET
NORTHING = 550353.79
EASTING = 388309.62
ELEVATION = 91.32

BM #2
FD COTTON PICKER SPINDLE
AT THE INTERSECTION OF
10TH AVENUE AND COUNTY 22ND STREET
NORTHING = 550330.58
EASTING = 390954.35
ELEVATION = 139.11

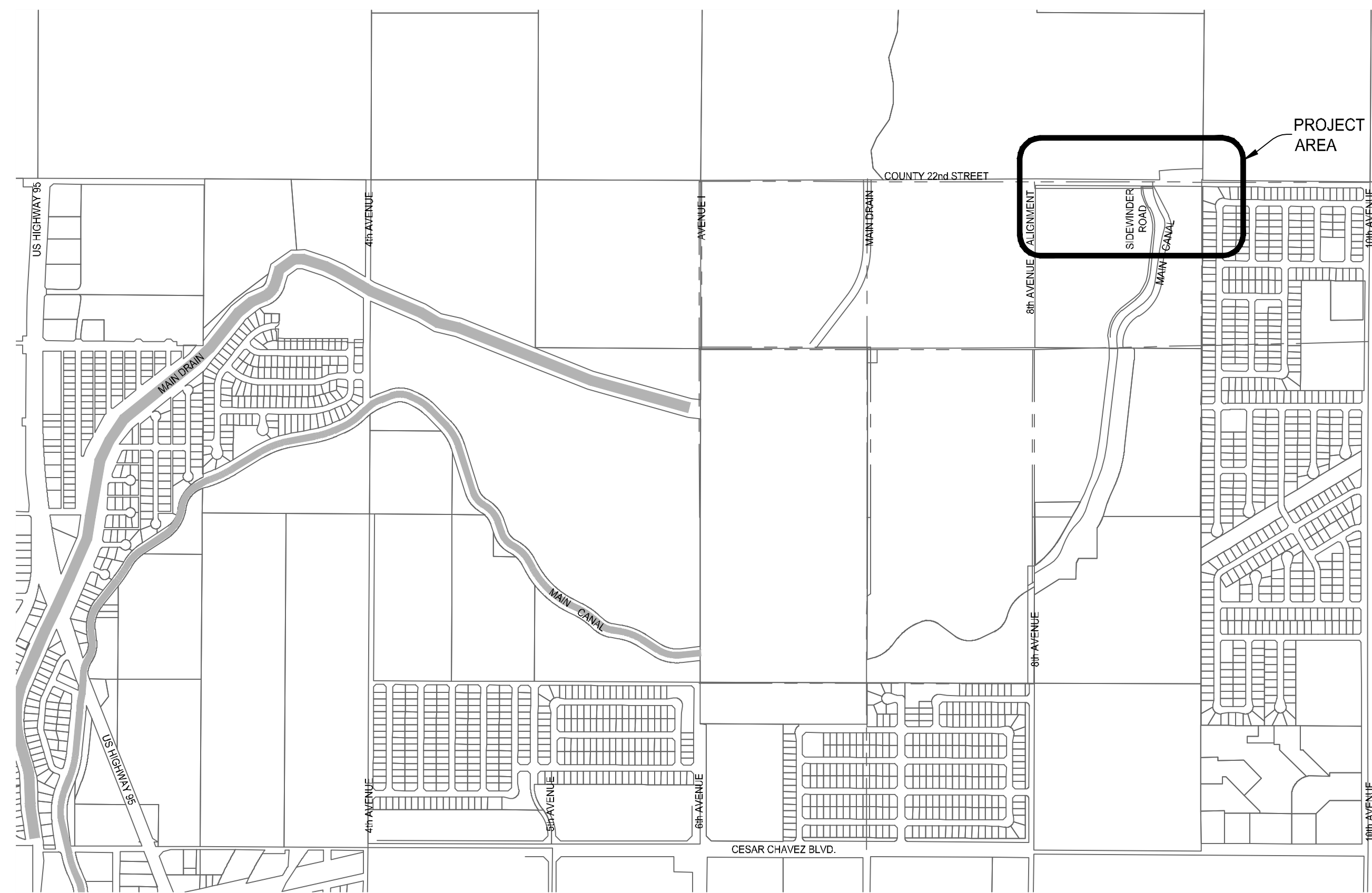
BM #3
FD BC "LS 22767" 2018
AT THE INTERSECTION OF
QUINTERO AVENUE AND COUNTY 22nd STREET
NORTHING = 550343.84
EASTING = 389455.53
ELEVATION = 115.99

NAD-1983 COORDINATES (ARIZONA ZONE 0203)
NAVD 1988 ELEVATIONS

NOTE: SEE PLANS SHEETS FOR ADDITIONAL FOUND SURVEY MONUMENTS.



SHEET NUMBER:	TITLE:
T-1	COVER SHEET
G-1	PROJECT LOCATION, VICINITY MAP, & KEY MAP
G-2	GENERAL NOTES
G-3	LEGEND, ABBREVIATIONS, & PAVEMENT SECTIONS
R-1	TOPOGRAPHIC SURVEY AND REMOVAL
P-1	COUNTY 22nd STREET PLAN AND PROFILE - STA. 11+00 TO STA. 15+50
P-2	COUNTY 22nd STREET PLAN AND PROFILE - STA. 15+50 TO STA. 20+00
P-3	SIDEWINDER ROAD PLAN AND PROFILE- STA. 41+00 TO STA. 44+50
D-1	DETAIL
PM-1	PAVEMENT MARKING, SIGNING, AND TRAFFIC SIGNAL CONDUIT PLAN



PROJECT VICINITY AND KEY MAP
NTS

<p>JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926</p>	
<p>COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS SAN LUIS, ARIZONA</p>	
<p>PROJECT LOCATION, VICINITY MAP, & KEY MAP</p>	
	<p>PREPARED FOR: CITY OF SAN LUIS COMMUNITY DEVELOPMENT SAN LUIS, AZ 85349 (928) 341-8584</p>
	<p>DESIGNED BY: T.S.</p>
	<p>DRAWN BY: O.J.Z.</p>
	<p>APPROVED BY: J.V.D.</p>
<p>SHEET G-1</p>	
<p>APRIL 04, 2023</p>	



CSL-33

PROJECT DESCRIPTION:

COUNTY 22nd STREET AND SIDEWINDER AVENUE INTERSECTION IMPROVEMENTS.

UTILITIES:

ELECTRIC	ARIZONA PUBLIC SERVICE (APS):	928-336-9896
TELEPHONE	CENTURY LINK COMMUNICATIONS:	928-343-8943
GAS	SOUTHWEST GAS:	928-341-2604
CABLE	SPECTRUM	760-250-6941
WATER, SANITARY SEWER, STORM DRAIN, AND STREET SIGNS:	CITY OF SAN LUIS	928-341-8577
YUMA COUNTY WATER USER'S ASSOCIATION		928-627-8824

GENERAL NOTES:

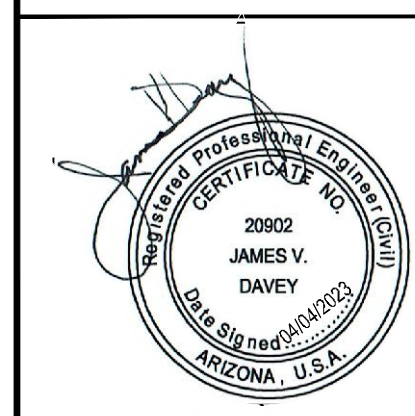
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS AND CONTRACT DOCUMENTS, MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARDS SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, CITY OF YUMA CONSTRUCTION STANDARD DETAILS - EDITION DRAWING 2019, THE CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND SHALL WHERE APPLICABLE BE IN ACCORDANCE WITH A.D.E.Q. REGULATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING WITH CITY OF SAN LUIS FOR THE INSPECTION OF ALL CONSTRUCTION WORK. NOTICE MUST BE GIVEN TO CITY OF SAN LUIS A MINIMUM OF 24 HOURS PRIOR TO INSTALLATION OF ANY WORK REQUIRING FIELD OBSERVATION/INSPECTION OR APPROVALS TO PROCEED. CONSTRUCTION WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S EXPENSE.
3. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE OF THE WORK.
4. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CITY OF SAN LUIS WITH ALL PROPOSED MATERIAL DATA SHEETS, ANY SHOP DRAWINGS, AND CERTIFICATES OF COMPLIANCE. ANY MATERIAL SUPPLIED NOT IN CONFORMANCE WITH THE SPECIFICATIONS WILL BE REJECTED.
5. THE CONTRACTOR WILL BE RESPONSIBLE, IN ACCORDANCE WITH ARIZONA REVISED STATUES, TO NOTIFY THE ARIZONA811 (FORMER ARIZONA BLUE STAKE CENTER) AT (800) 782-5348 AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES. LOCATIONS OF EXISTING PUBLIC LINES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR MUST VERIFY THE LOCATIONS IN THE FIELD AND TAKE NECESSARY PRECAUTIONS. ANY DAMAGE TO A UTILITY SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL MAINTAIN DUST ABATEMENT ACTIVITIES FOR THE DURATION OF THE PROJECT, INCLUDING WEEKENDS AND HOLIDAYS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE MOISTURE LEVELS IN THE SURFACE MATERIALS TO ELIMINATE BLOWING DUST FROM THESE MATERIALS. ALL HAUL TRUCKS, WHETHER INVOLVED IN DELIVERY OR REMOVAL ACTIVITIES, SHALL BE COVERED AND/OR TARPED IN ORDER TO NEGATE THE REMOVAL OF MATERIAL FROM TRUCKS BY WINDS, EITHER NATURAL OR CAUSED BY THE MOVEMENT OF THE TRUCK.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING PROPER SIGN, BARRICADES, AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE, AND SAFETY. ALL DEVICES MUST CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF ALL TRAFFIC CONTROL INSTALLATIONS USED IN CONJUNCTION WITH THIS PROJECT AND SHALL INSPECT, AT LEAST TWICE DAILY, TO ENSURE CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLAN.
8. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARD FOR CONSTRUCTION (TITLE 29, CODE OF FEDERAL REGULATIONS, PART 1926 AS AMENDED) AND YUMA COUNTY SAFETY REGULATIONS ARE APPLICABLE FOR THE COMPLETION OF THE WORK ON THIS PROJECT.
9. THE CONTRACTOR SHALL GUARANTEE THE WORK COMPLETED AGAINST DEFECTIVE MATERIAL AND/OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE GRANTED BY THE CITY OF SAN LUIS.
10. ANY SURVEY MONUMENT DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACE IN ACCORDANCE WITH CITY OF YUMA STANDARD DETAILS OR AS CALLED OUT ON THE PROJECT PLANS BY THE CONTRACTOR AT NO EXTRA COST TO CITY OF SAN LUIS. CONTRACTOR SHALL UTILIZE AN ARIZONA REGISTERED LAND SURVEYOR TO ASSURE PROPER PLACEMENT OF SAID MONUMENT.
11. PRIOR TO THE PRECONSTRUCTION MEETING, CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN TO THE CITY OF SAN LUIS FOR APPROVAL.
12. CONTRACTOR TO OBTAIN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE CITY OF SAN LUIS RIGHT-OF-WAY AND YCWUA RIGHT-OF-WAY.
13. ACCESS SHALL BE MAINTAINED TO ALL PROPERTIES AT THE END OF EACH WORKING DAY. IF RESTRICTED ACCESS TO A PROPERTY WILL EXTEND OUTSIDE WORKING HOURS, IT MUST BE APPROVED BY THE CITY OF SAN LUIS AND THE AFFECTED RESIDENTS MUST BE NOTIFIED 48 HOURS PRIOR.
14. THE CONTRACTOR SHALL PREPARE AND IMPLEMENT ON BEHALF OF THE CITY OF SAN LUIS, PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLANS (SWPPP) TO MEET EPA AND ADEQ SPECIFICATIONS. THE NOTICE OF INTENT (NOI) IS TO BE SUBMITTED TO ADEQ 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITY.
15. DURING CONSTRUCTION, WORK ZONE IDENTIFICATION SIGNS PER CITY OF SAN LUIS / CITY OF YUMA CONSTRUCTION STD. No. 8-045 ARE TO BE POSTED.
16. ALL UTILITY RELOCATION SHALL BE COMPLETED BY THE UTILITY OWNER OR AS CALLED OUT ON THE PROJECT PLANS.
17. NOT ALL STANDARD DRAWINGS ARE INCLUDED HEREIN. STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.
18. EXISTING UTILITIES AND OTHER FACILITIES HAVE BEEN PLACED ON THE PLANS FROM FIELD SURVEYS, EXISTING MAPS AND OTHER CURRENT PLANS WITHIN THE AREA OF THIS PROJECT. UTILITY LOCATIONS ARE UNKNOWN OR APPROXIMATE ONLY. CONTRACTOR SHALL POT HOLE ALL POTENTIALLY CONFLICTING UTILITIES AT LEAST 7 DAYS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY UTILITIES THAT CONFLICT WITH THE DESIGN PLANS. THE POT HOLE SHALL BE CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.
19. ALL CROSSING AND PARALLEL UTILITIES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL COORDINATE WITH EACH UTILITY FOR PROPER PROTECTION, TEMPORARY RELOCATION, AND/OR REPLACEMENT. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT AS NEEDED FOR EXISTING UTILITIES. IF OVERHEAD LINE POLES NEED BRACING AND THE OWNING UTILITY ELECTS TO BRACE THE POLE, THE CONTRACTOR SHALL PAY THE UTILITY FOR THE COST OF BRACING.
20. THE CONTRACTOR SHALL COORDINATE THE WORK WITH ANY AFFECTED UTILITIES.
21. AS-BUILT PLANS AND CERTIFICATIONS SHALL BE PROVIDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION TO THE CITY OF SAN LUIS BY THE CONTRACTOR. AS-BUILT PLANS SHALL FEATURE BOTH HORIZONTAL AND VERTICAL AS-BUILT INFORMATION FOR ANY AND ALL UTILITIES INSTALLED WITHIN THE CONSTRUCTION PROJECT AREA.
22. THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS ON THE JOB SITE AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. ALL CONCEALED WORK AND UTILITY LOCATIONS SHALL BE DIMENSIONED AND REFERENCED. THE MARKED UP SET OF PLANS SHALL BE DELIVERED TO THE CITY OF SAN LUIS UPON COMPLETION OF THE WORK WHICH SHALL REFLECT 'AS-BUILT' PLANS.
23. STOP SIGNS AND OTHER TRAFFIC SIGNS SHALL BE MOVED IF NECESSARY DURING THE CONSTRUCTION PROCESS AND BE REPOSITIONED TEMPORARY IN A LOCATION DETERMINED BY THE CITY OF SAN LUIS INSPECTOR. STOP SIGNS AND OTHER TRAFFIC WARNING SIGNS SHALL NOT BE TAKEN OUT OF SERVICE BUT RATHER RELOCATED IN A VISIBLE LOCATION. OTHER SIGNS SHALL BE STORED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE OF THE PROJECT. AT THE CONCLUSION OF THE PROJECT ALL SIGNS SHALL BE POSITIONED IN A PERMANENT LOCATION AS DETERMINED BY THE CITY OF SAN LUIS INSPECTOR. STOP SIGNS AND STREET NAME SIGNS ARE TO BE POSITIONED AT INTERSECTIONS AS ILLUSTRATED ON THE PLANS.
24. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNCLASSIFIED EXCAVATION MATERIAL, CONCRETE DEBRIS, AND ALL OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES.
25. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SANITARY FACILITIES THROUGHOUT THE PROJECT FOR USE BY THE CONTRACTOR'S EMPLOYEES.
26. ANY ITEM OF WORK CALLED OUT BY THE CONTACT PLANS OR SPECIFICATIONS, AND NOT SPECIFICALLY NOTED AS A BID ITEM ON THE PROPOSAL SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.



CSL-33

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
 1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926
COUNTY 22ND STREET AND SIDEWINDER ROAD
INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA

GENERAL NOTES

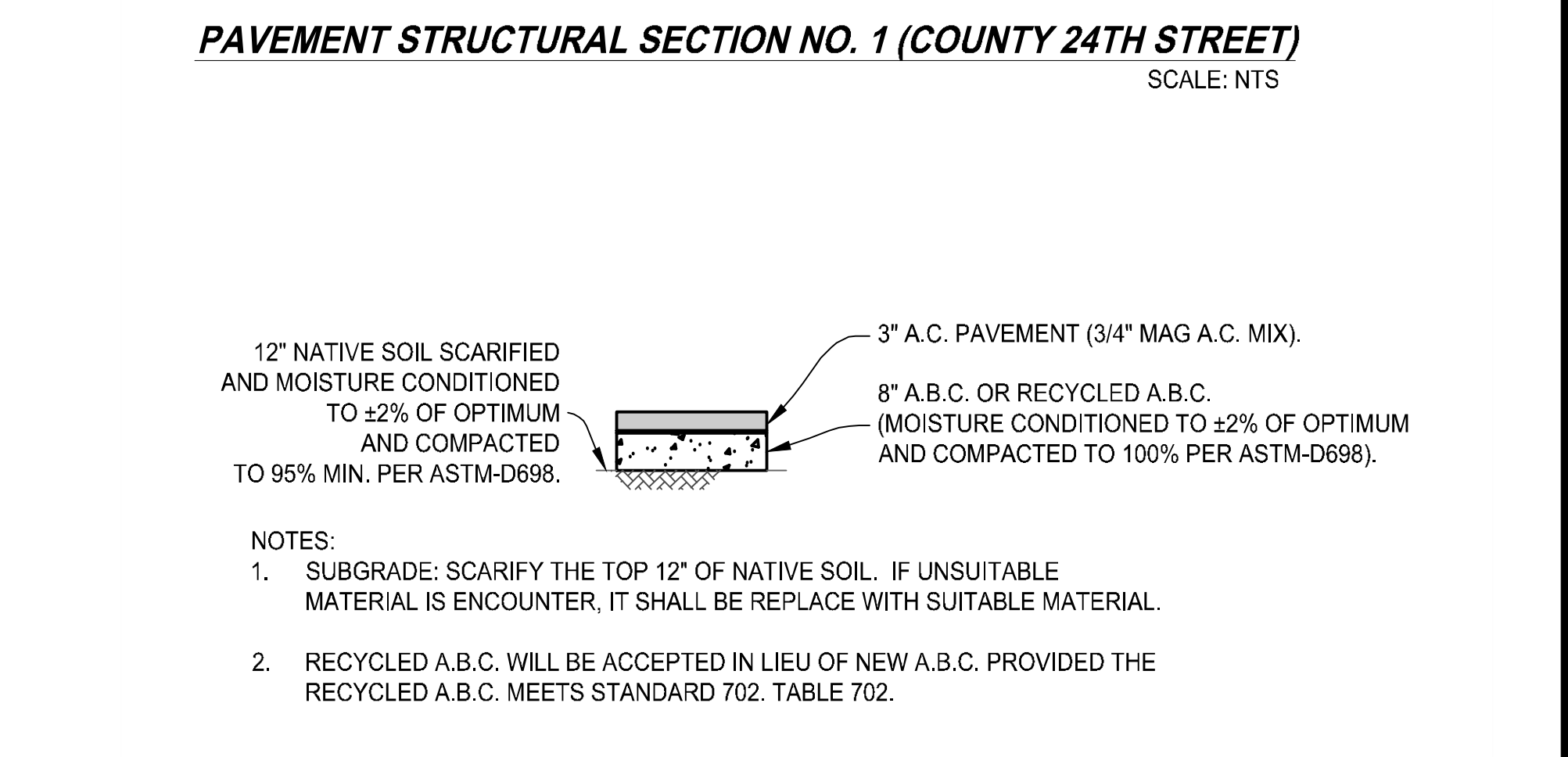
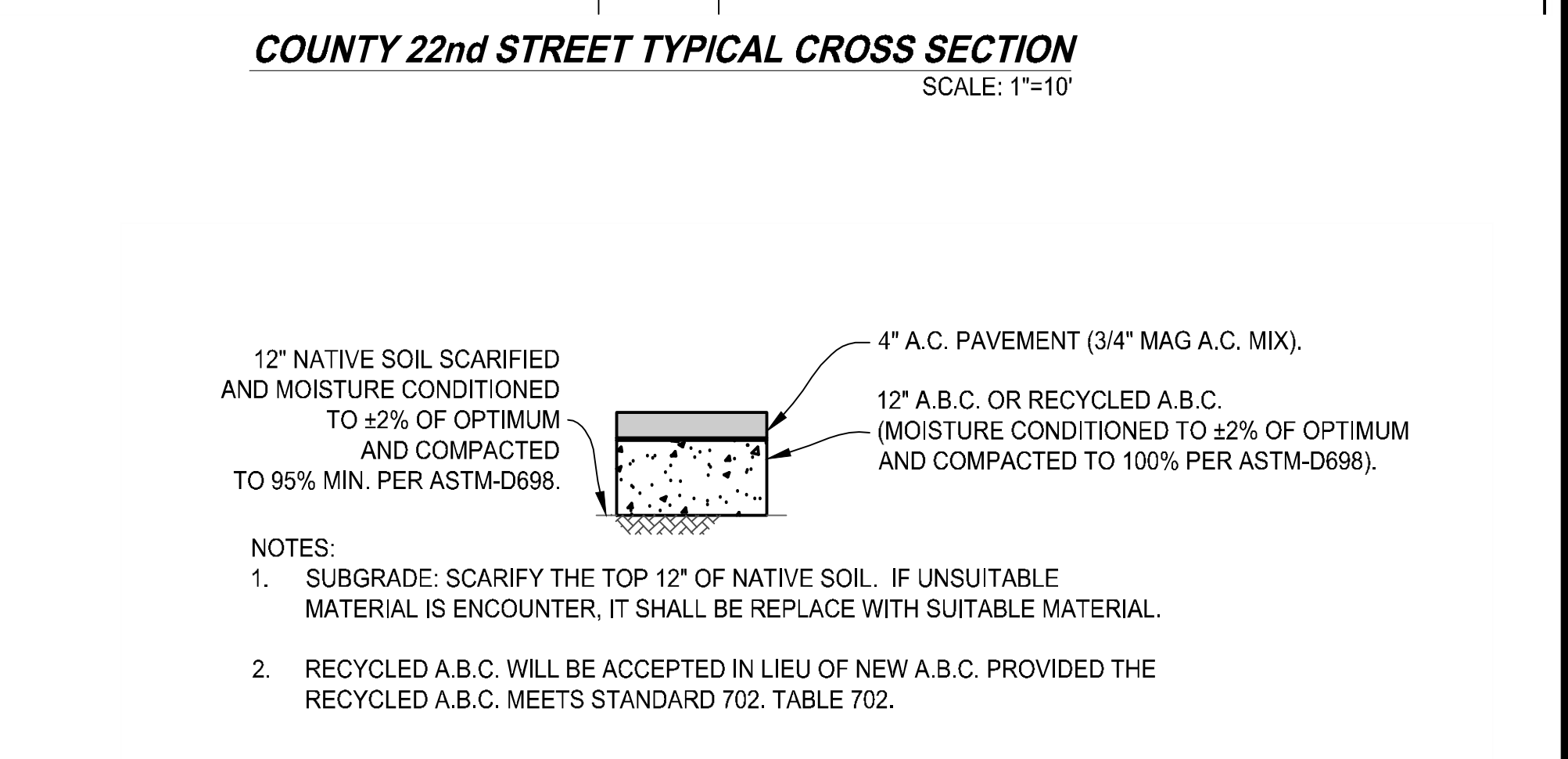
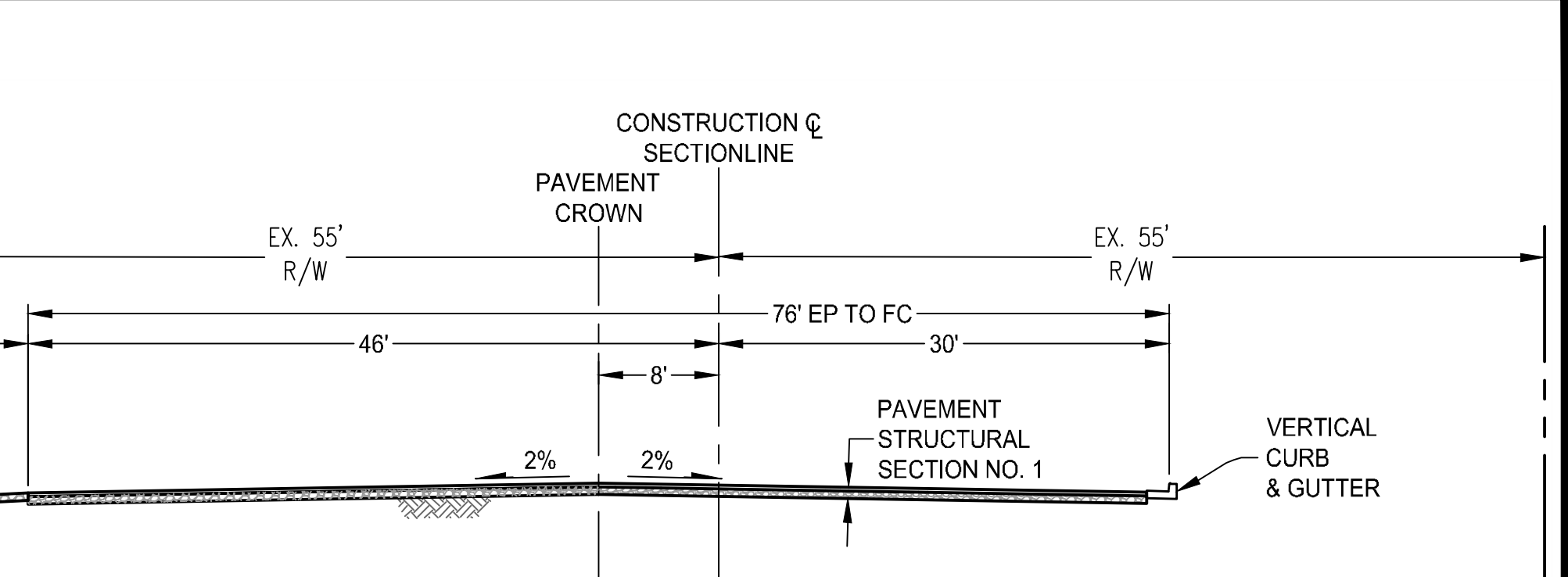


PREPARED FOR: CITY OF SAN LUIS COMMUNITY DEVELOPMENT SAN LUIS, AZ 85349 (928) 341-8584
DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET G-2
APRIL 04, 2023

ABBREVIATIONS			
@	AT	F.O.	FIBER OPTIC
AB	AGGREGATE BASE	FT	FOOT, FEET
ABC	AGGREGATE BASE COURSE	FTG	FOOTING
AC	ASPHALTIC CONCRETE, ALUMINUM CAP, ASBESTOS CEMENT	FWD	FORWARD
ACI	AMERICAN CONCRETE INSTITUTE	G	GAS
ACP	ASBESTOS CEMENT PIPE	GA	GAUGE
ADDL	ADDITIONAL	GAL	GALLON
ADJ	ADJACENT, ADJUSTABLE	GALV	GALVANIZED
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	GB	GRADE BREAK
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	GRD	GROUND
ALUM	ALUMINUM	GPD	GALLONS PER DAY
ANG	ANGLE	GPH	GALLONS PER HOUR
APPROX.	APPROXIMATE, APPROXIMATELY	GPM	GALLONS PER MINUTE
APS	ARIZONA PUBLIC SERVICE	GSRBM	GILA & SALT RIVER BASE & MERIDIAN
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	GT, GTR	GATE VALVE, GAS VALVE
AUX	AUXILIARY	HC	HANDICAPPED
AWWA	AMERICAN WATER WORKS ASSOCIATION	HB	HOSE BIB
		HDPE	HIGH DENSITY POLYETHYLENE
		HDWL	HEADWALL
		HGL	HYDRAULIC GRADE LINE
		HT	HEIGHT
BC	BRASS CAP/BACK CURB	HH	HAND HOLE
BEG	BEGIN, BEGINNING	HORIZ	HORIZONTAL
BF	BLIND FLANGE, BOTTOM FACE	HP	HORSEPOWER
BLDG	BUILDING	HWS	HIGH WATER SURFACE
BM	BENCHMARK	HVY	HIGHWAY
BRG	BEARING		
BV	BALL VALVE, BUTTERFLY VALVE	ID	INSIDE DIAMETER
BVC	BEGINNING OF VERTICAL CURVE	IE	INVERT ELEVATION
BW	BARBED WIRE	IN.	INCH
		INT	INTERIOR
C/L	CHAINLINK	INV.	INVERT
C, CONC	CONCRETE, CENTER	IRR	IRRIGATION
CATV	CABLE TELEVISION		
CB	CATCH BASIN	JT	JOINT
CCP	CONCRETE CYLINDER PIPE		
CF	CUBIC FEET	L	LENGTH
CFM	CUBIC FEET PER MINUTE	LAT	LATERAL
CI	CAST IRON	LB	POUND
CJ	CONSTRUCTION JOINT	LF	LINEAR FEET
CL	CENTERLINE	LH	LEFT HAND
CLR	CLEAR, CLEARANCE	LS	LAND SURVEYOR
CMP	CORRUGATED METAL PIPE	LT	LEFT
CMU	CONCRETE MASONRY UNITS	L/G	LIP OF GUTTER
C.O.	CLEANOUT		
CO	COUNTY	M	MEASURED
CONST	CONSTRUCTION, CONSTRUCT	MAINT	MAINTENANCE, MAINTAIN
CONT	CONTINUOUS	MATL	MATERIAL
COORD	COORDINATE	MAX	MAXIMUM
COY	CITY OF YUMA	MB	MAIL BOX
CP	CONTROL POINTS	MCC	MOTOR CONTROL CENTER
CPLG	COUPLING	MFR	MANUFACTURER
C-C	CENTER TO CENTER	MH	MANHOLE
CTR	CENTER	M&I	MUNICIPAL AND INDUSTRIAL
CU	CUBIC	MIN	MINIMUM
CULV	CULVERT	MISC	MISCELLANEOUS
CV	CHECK VALVE	MJ	MECHANICAL JOINT
		MO	MONTH
DW	DRIVEWAY	MON	MONUMENT
D	DEPTH	MTL	METAL
DC	DEPRESSED CURB	MW	MONITORING WELL
DEG	DEGREE		
DEMO	DEMOLITION	N/A	NOT APPLICABLE
DG	DOWN GUY	N	NORTH
DIA	DIAMETER	NAD	NORTH AMERICAN DATUM
DIM	DIMENSION	NAVD	NORTH AMERICAN VERTICAL DATUM
DIP	DUCTILE IRON PIPE	NB	NORTHBOUND
DOI	U.S. DEPARTMENT OF THE INTERIOR	NE	NORTHEAST
		NO.	NUMBER
DN	DOWN	NOM	NOMINAL
DR	DRIVE	NORM	NORMAL
DW	DRIVEWAY	NPT	NATIONAL PIPE THREAD
DWG	DRAWING	NTS	NOT TO SCALE
DWS	DESIGN WATER SURFACE	NW	NORTHWEST
		NWS	NORMAL WATER SURFACE
E	EAST, ELECTRIC	O/H	OVERHEAD
EA	EACH	O&M	OPERATION & MAINTENANCE
EASE	EASEMENT	OC	ON CENTER
EB	EASTBOUND	OD	OUTSIDE DIAMETER
EG, EX, GR	EXISTING GRADE		
EL, ELEC	ELECTRIC, ELECTRICAL		
ELEV	ELEVATION	P&ID	PROCESS AND INSTRUMENTATION DIAGRAM
ENGR	ENGINEER	PC	POINT OF CURVATURE
EP	EDGE OF PAVEMENT	PCC	PORTLAND CEMENT CONC.
EVC	END OF VERTICAL CURVE		
E/W	EACH WAY	PE	POLYETHYLENE
EX, EXIST.	EXISTING	PI	POINT OF INTERSECTION
EXP JT	EXPANSION JOINT	PL	PROPERTY LINE
		POB	POINT OF BEGINNING
FD	FOUND	POC	POINT OF CURVATURE
F.D.C.	FIRE DEPARTMENT CONNECTION	PP	POINT OF TANGENT
FDN	FOUNDATION	POT	POWER POLE
F.F.	FINISHED FLOOR ELEVATION	PRC	POINT OF REVERSE CURVE
FG	FINISH GRADE	PREFAB	PREFABRICATED
FH	FIRE HYDRANT	PRESS.	PRESSURE
FIG.	FIGURE	PROP	PROPERTY
FL	FLOW LINE, FLANGE	PS	PUMP STATION, PRESSURE SWITCH
FLR	FLOOR		
		PSF	POUNDS PER SQUARE FOOT
		PSI	POUNDS PER SQUARE INCH
		PT	POINT, POINT OF TANGENCY
		PV	PLUG VALVE, PRESSURE VALVE
		PVC	POLYVINYL CHLORIDE
		PVI	POINT OF VERTICAL INTERSECTION
		PVMT	PAVEMENT
		PVT	VERTICAL POINT OF TANGENCY
		Q	FLOW RATE (CFS)
		QTY	QUANTITY
		ROW	RIGHT OF WAY
		R	RECORD, RIGHT, RANGE
		RAD	RADIUS
		RB	REBAR
		RC	REINFORCED CONCRETE
		R.C.&G.	ROLL CURB AND GUTTER
		RCP	REINFORCED CONCRETE PIPE
		RD	ROAD
		RED	REDUCER
		REF	REFER, REFERENCE
		REINF	REINFORCE, REINFORCED, REINFORCING
		RGRC	RUBBER GASKETED REINFORCED CONCRETE PIPE
		RR	RAILROAD
		S	SEWER, SOUTH
		SB	SOIL BORING, SOUTHBOUND
		SD	STORM DRAIN
		SDP	USBR SLUDGE DISPOSAL PIPELINE
		SE	SOUTHEAST
		SEC	SECTION
		SF	SQUARE FEET
		SH	SHEET
		SL, S	SECTION LINE, SURVEY LINE, STREET LIGHT
		SMH	SEWER MANHOLE
		SPEC	SPECIFICATIONS
		SPEC'D	SPECIFIED
		SQ	SQUARE
		SS	SANITARY SEWER
		SS, SS	STAINLESS STEEL
		ST	STREET
		STA	STATION
		STD	STANDARD
		STL	STEEL
		SW	SOUTHWEST
		SYMM	SYMMETRICAL
		T	TANGENT, TOWNSHIP, TELEPHONE
		TB	THRUST BLOCK
		TBM	TEMPORARY BENCH MARK
		TC	TOP OF CONCRETE, TOP OF CURB
		TCE	TEMPORARY CONSTRUCTION EASEMENT
		TEL	TELEPHONE
		TEMP	TEMPORARY
		TMH	TELEPHONE MANHOLE
		T.O.	TOP OF, TURNOUT
		TOB	TOP OF BANK
		TOL	TOP OF LINING
		TOP	TOP OF PIPE
		TP	TELEPHONE POLE, TURNING POINT
		TRANS	TRANSITION
		TS	TRAFFIC SIGN, TRAFFIC SIGNAL, TOP OF SLOPE
		TW	TOP OF WALL
		TYP.	TYPICAL
		U/G	UNDERGROUND
		UBC	UNIFORM BUILDING CODE
		USBR	UNITED STATES BUREAU OF RECLAMATION
		VC	VERTICAL CURVE
		V.C.&G.	VERTICAL CURVE AND GUTTER
		VG	VALLEY GUTTER
		VERT	VERTICAL
		VOL	VOLUME
		VPI	VERTICAL POINT OF INTERSECTION
		W/	WITH
		W	WATER, WEST
		WB	WESTBOUND
		WI	WROUGHT IRON
		WM	WATER METER
		WMIDD	WELL TON MOHAWK IRRIGATION AND DRAINAGE DISTRICT
		WS	WATER STOP, WATER SURFACE
		WSEL	WATER SURFACE ELEVATION
		WSP	WELDED STEEL PIPE
		WWF	WELDED WIRE FABRIC
		WV	WATER VALVE
		XFMR	ELECTRICAL TRANSFORMER
		YC	YUMA COUNTY
		YCWUA	YUMA COUNTY WATER USERS' ASSOCIATION
		YID	YUMA IRRIGATION DISTRICT
		YMC	YUMA MESA CONDUIT
		YMIDD	YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
		YR	YEAR

LEGEND

- NEW DRIVEWAY ENTRANCE WITH DEPRESSED CURB (D.C.)
- EXIST. DRIVEWAY ENTRANCE/HANDICAP RAMP
- EXIST./NEW STRUCTURE
- EXIST. ASPHALT PAVEMENT
- NEW ASPHALT PVMT. AS NOTED
- EXIST. CONST. TO BE REMOVED
- NEW CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- EXIST. CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- NEW VERTICAL CURB & GUTTER (VC&G)
- EXIST. VERTICAL CURB & GUTTER (VC&G)
- NEW ROLL CURB & GUTTER (RC&G)
- EXIST. ROLL CURB & GUTTER (RC&G)
- NEW CONCRETE VALLEY GUTTER
- EXIST. CONCRETE VALLEY GUTTER
- GUTTER CATCH BASIN
- FLUSH CATCH BASIN
- EXIST./NEW PROPERTY LINE - P
- EXIST./NEW CENTER LINE - CL
- EXIST./NEW RIGHT-OF-WAY LINE - R/W
- EXIST./NEW WOOD FENCE
- EXIST./NEW WIRE FENCE
- EXIST./NEW MASONRY FENCE
- EXIST./NEW CHAIN LINK FENCE
- EXIST./NEW WROUGHT IRON FENCE
- NEW DITCH AS NOTED
- EXIST. DITCH AS NOTED
- NEW IRRIGATION OR STORM DRAIN PIPE
- EXIST. IRRIGATION OR STORM DRAIN PIPE
- EXIST. STAND PIPE
- NEW STAND PIPE
- EXIST. IRRIGATION OR DRAINAGE JUNCTION BOX
- NEW IRRIGATION OR DRAINAGE JUNCTION BOX
- EXIST./NEW IRRIGATION/SPRINKLER VALVE
- EXIST. SANITARY SEWER PIPE
- NEW SANITARY SEWER PIPE
- EXIST. SANITARY CLEAN OUT
- NEW SANITARY CLEAN OUT
- EXIST. MANHOLE AS NOTED
- EXIST. MANHOLE TO BE BROUGHT TO GRADE
- NEW MANHOLE
- TRANSITION
- DRAINAGE DIVIDE
- EXIST. SLOPES
- NEW SLOPES
- EXIST. ELEVATION
- NEW ELEVATION
- EXIST. GAS LINE
- NEW GAS LINE
- EXIST./NEW DOWN GUY
- NEW POWER POLE
- EXIST. TELEPHONE POLE
- NEW TELEPHONE POLE
- EXIST. TRAFFIC SIGNAL (T.S.)
- NEW TRAFFIC SIGNAL
- EXIST. LIGHT POLE (L.P.)
- NEW LIGHT POLE
- EXIST. WATER LINE
- NEW WATER LINE
- EXIST. END CAP W/ BLOW-OFF
- NEW END CAP W/ BLOW-OFF
- EXIST. FIRE HYDRANT (F.H.)
- NEW FIRE HYDRANT
- EXIST. FIRE DEPARTMENT CONNECTION (F.D.C.)
- NEW FIRE DEPARTMENT CONNECTION
- EXIST. VALVE
- EXIST. VALVE TO BE BROUGHT TO GRADE
- NEW VALVE & VALVE BOX
- EXIST. THRUST BLOCK
- NEW THRUST BLOCK
- NEW WATER METER BOX
- EXIST. WATER METER BOX (W.M.)
- EXIST. W.M. BOX TO BE RELOCATED
- EXIST. TRAFFIC SIGN
- NEW TRAFFIC SIGN
- EXIST. STREET SIGN
- NEW STREET SIGN
- EXIST. STREET LIGHT
- NEW STREET LIGHT
- EXIST./NEW BARRICADE
- ROCK RIPRAP (AS NOTED)
- EXIST. TREE, PALM OR SHRUB
- EXIST. TREE, PALM OR SHRUB TO BE REMOVED
- EXIST. HEDGE (AS NOTED)
- EXIST. STORM DRAIN PIPE
- NEW STORM DRAIN PIPE
- EXIST. MAIL BOX
- EXIST. SURVEY MONUMENT & COVER
- NEW SURVEY MONUMENT & COVER NO. 4-040 OR 4-050
- FOUND SURVEY MONUMENT
- PROJECT BENCH MARK/TEMPORARY BENCHMARK
- NEW SURVEY MONUMENT, AS NOTED
- NEW SURVEY MONUMENT No. 4-080
- REMOVAL NOTE



SECTION AND DETAIL STANDARDS:

DETAIL (NUMERAL) DESIGNATION ON DRAWING WHERE DETAIL IS TAKEN

SECTION (LETTER) DESIGNATION ON DRAWING WHERE SECTION IS TAKEN. ARROW INDICATES DIRECTION OF SECTION

SCREENING:

SCREENED ELEMENTS ON AREA MAPPING REPRESENT EXISTING FACILITIES OR ELEVATIONS.

SCREENED BACKGROUNDS ON OTHER DRAWINGS CAN REPRESENT EXISTING FACILITIES OR FACILITIES TO BE CONSTRUCTED UNDER THIS CONTRACT, WHICH, IF DRAWN IN SOLID LINES, WOULD OBSCURE THE PARTICULAR DETAILS BEING SHOWN. CONSULT THE ENGINEER IF SCREENING OF ANY ELEMENTS IS NOT SELF-EXPLANATORY.

STANDARD DETAILS:

STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. AT ALL LOCATIONS WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

NOTES:

- THIS IS A STANDARD ABBREVIATION AND LEGEND SHEET; THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE DRAWINGS.
- CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED OR REFER TO ABBREVIATIONS FOR USE ON DRAWINGS AND TEXT PUBLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA

LEGEND, ABBREVIATIONS, & PAVEMENT SECTIONS

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.

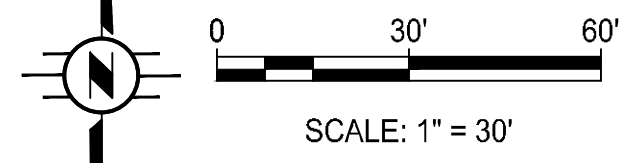
DRAWN BY: O.J.Z.

APPROVED BY: J.V.D.

SHEET G-3

APRIL 04, 2023

CSL-33

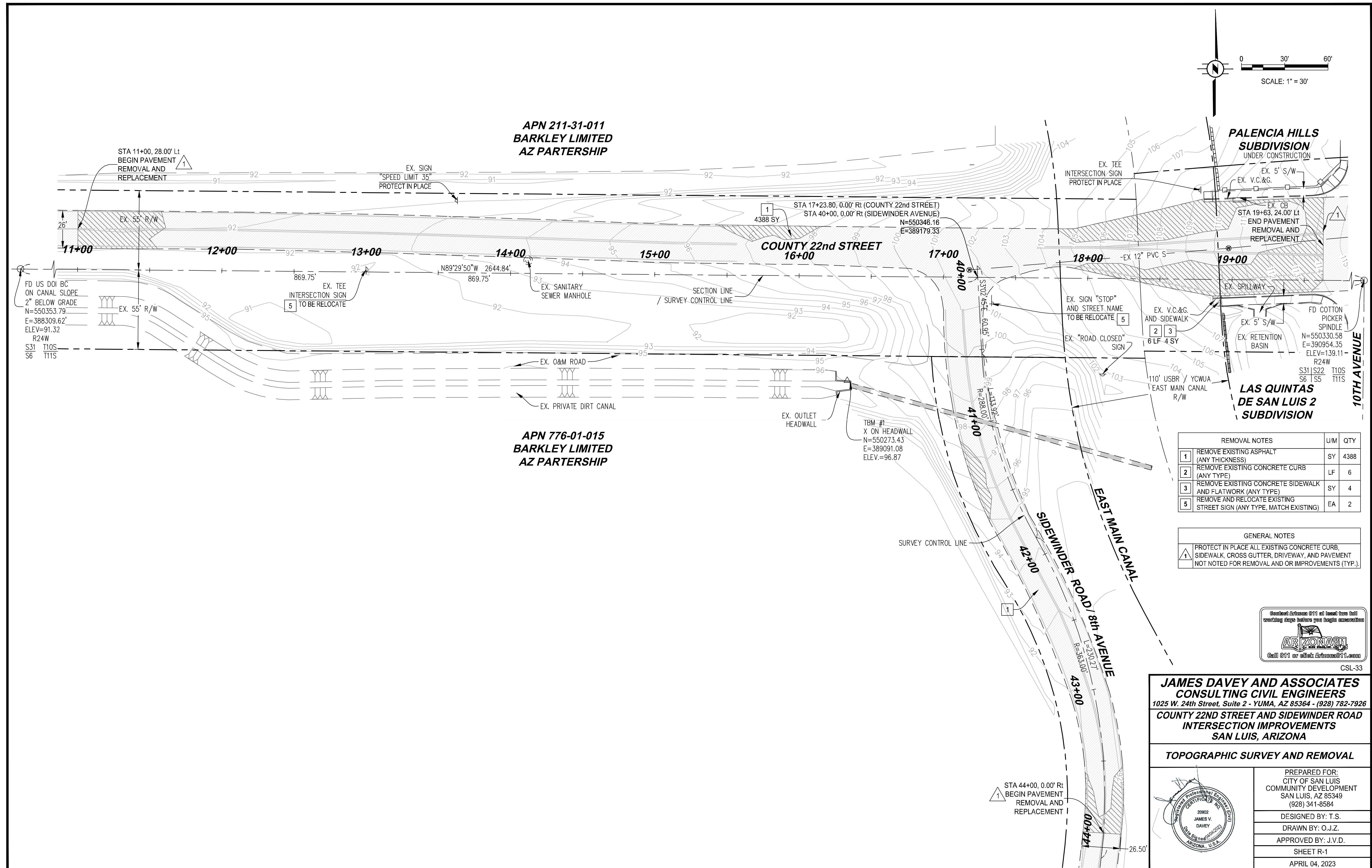


**APN 211-31-011
BARKLEY LIMITED
AZ PARTERSHIP**

**PALENCIA HILLS
SUBDIVISION
UNDER CONSTRUCTION**

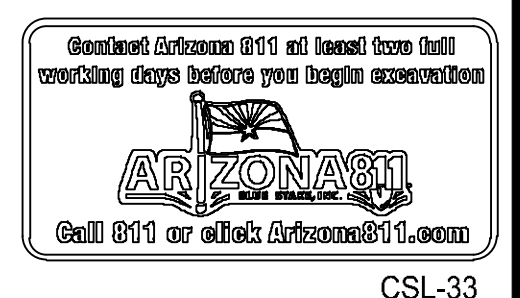
**APN 776-01-015
BARKLEY LIMITED
AZ PARTERSHIP**

**LAS QUINTAS
DE SAN LUIS 2
SUBDIVISION**



REMOVAL NOTES		
	U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY 4388
2	REMOVE EXISTING CONCRETE CURB (ANY TYPE)	LF 6
3	REMOVE EXISTING CONCRETE SIDEWALK AND FLATWORK (ANY TYPE)	SY 4
5	REMOVE AND RELOCATE EXISTING STREET SIGN (ANY TYPE, MATCH EXISTING)	EA 2

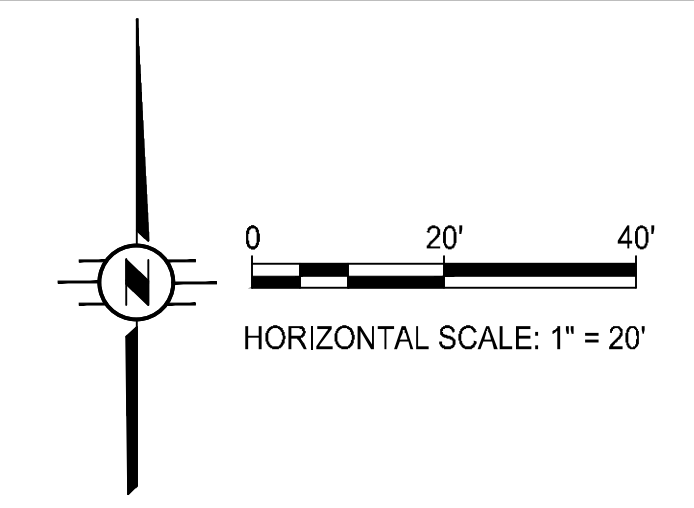
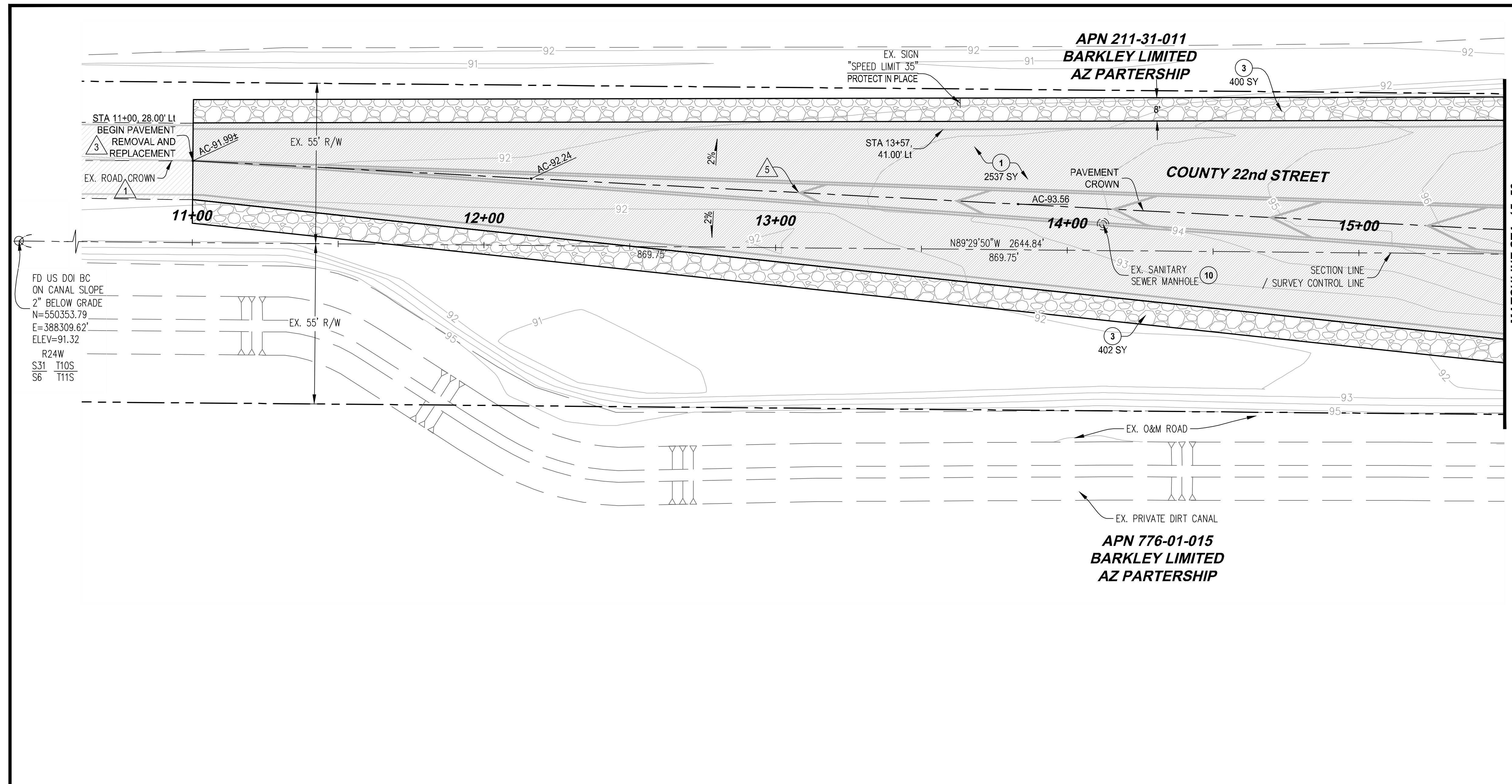
GENERAL NOTES	
1	PROTECT IN PLACE ALL EXISTING CONCRETE CURB, SIDEWALK, CROSS GUTTER, DRIVEWAY, AND PAVEMENT NOT NOTED FOR REMOVAL AND/OR IMPROVEMENTS (TYP.).



**JAMES DAVEY AND ASSOCIATES
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**COUNTY 22ND STREET AND SIDEWINDER ROAD
INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA**

TOPOGRAPHIC SURVEY AND REMOVAL

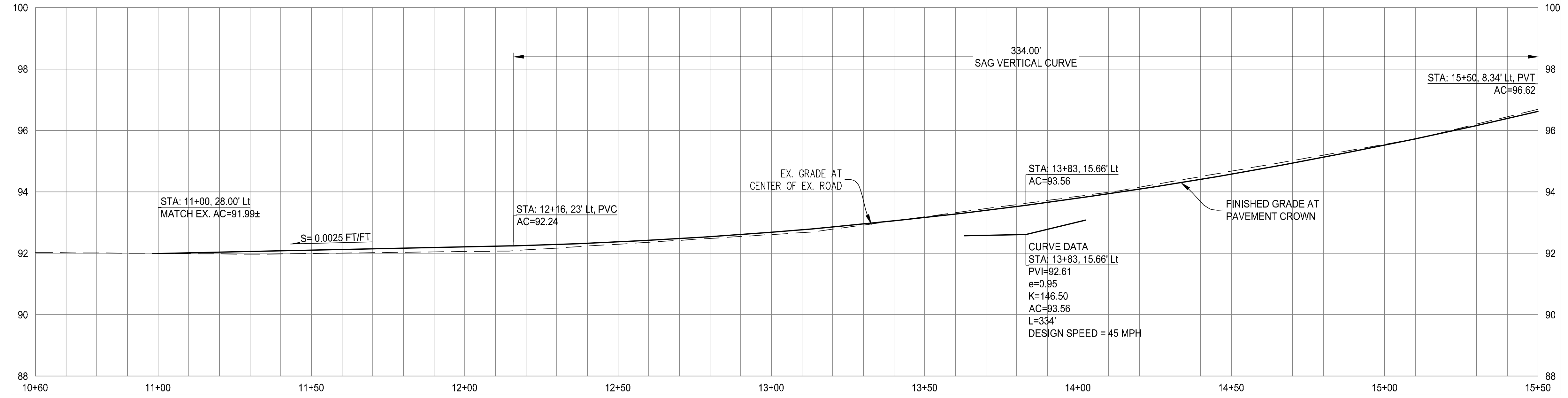
	PREPARED FOR: CITY OF SAN LUIS COMMUNITY DEVELOPMENT SAN LUIS, AZ 85349 (928) 341-8584
	DESIGNED BY: T.S.
	DRAWN BY: O.J.Z.
	APPROVED BY: J.V.D.
	SHEET R-1 APRIL 04, 2023



CONSTRUCTION NOTES		U/M	QTY
1	ASPHALT PAVING PSS NO. 1 (4" AC / 12" ABC)	SY	2537
3	8" WIDE ABC ROADWAY SHOULDER (6" MIN. THICKNESS)	SY	802
10	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISH GRADE WITH NEW FRAME AND COVER (CITY OF YUMA STD. NO. 6-005)	EA	1

FD US DOI BC
ON CANAL SLOPE
2" BELOW GRADE
N=550353.79
E=388309.62'
ELEV=91.32
R24W
S31 T10S
S6 T11S

GENERAL NOTES	
1	PROTECT IN PLACE ALL EXISTING CONCRETE CURB, SIDEWALK, CROSS GUTTER, DRIVEWAY, AND PAVEMENT NOT NOTED FOR REMOVAL AND OR IMPROVEMENTS (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT (TYP.).
5	COUNTY 22ND STREET PAVEMENT TRANSITION: STA 11+00 TO STA 11+57 (26' TO 76' PAVEMENT WIDTH)
11	SEE PLAN SHEET PM-1 FOR NEW LANE WIDTH.



JAMES DAVEY AND ASSOCIATES
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COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA

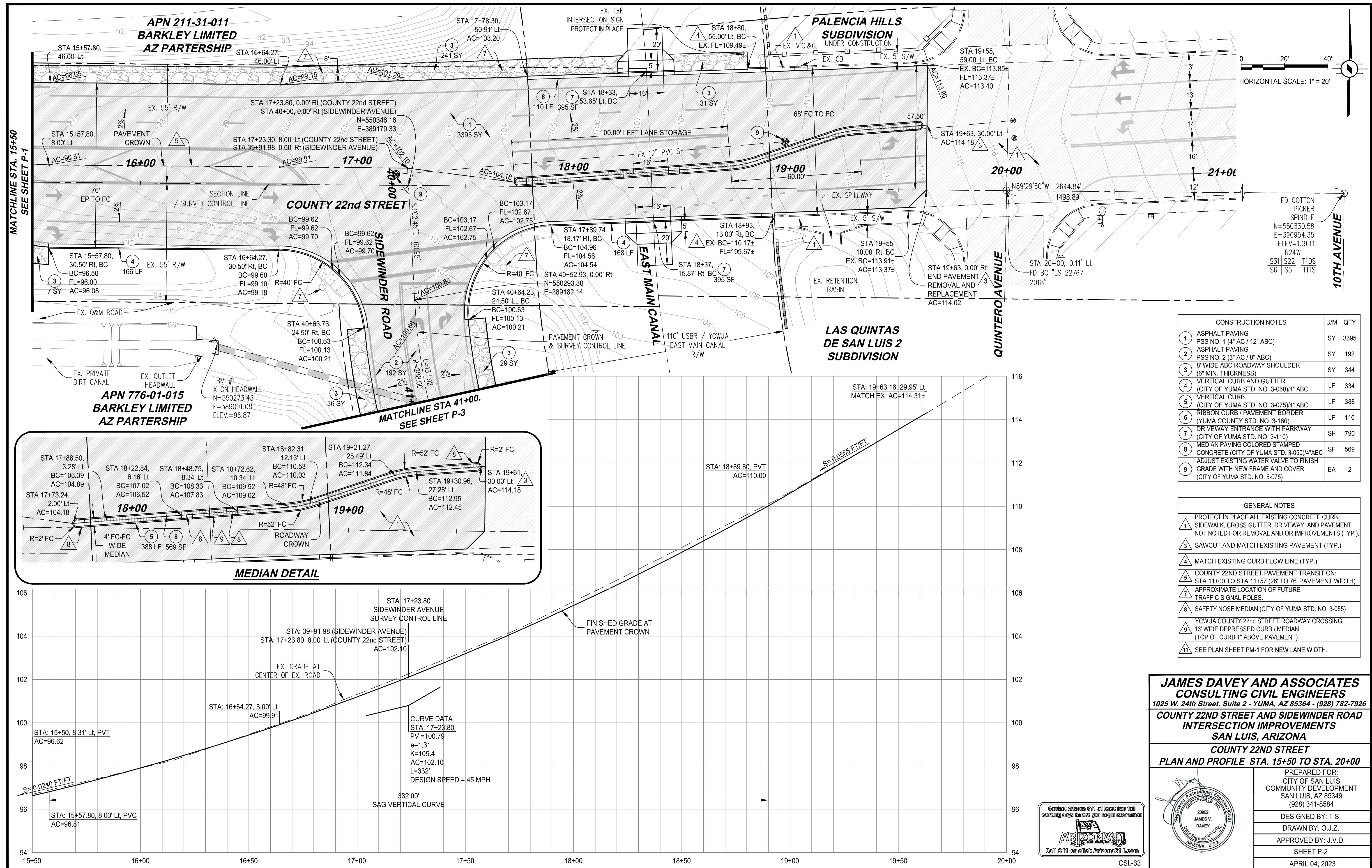
COUNTY 22nd STREET
PLAN AND PROFILE STA. 11+00 TO STA. 15+50

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.

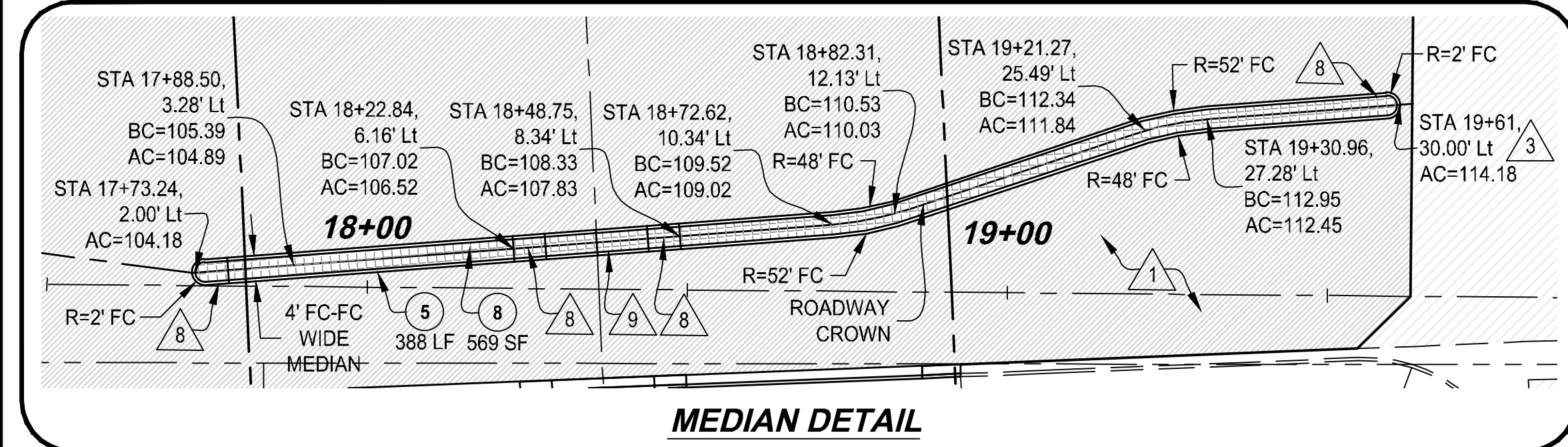
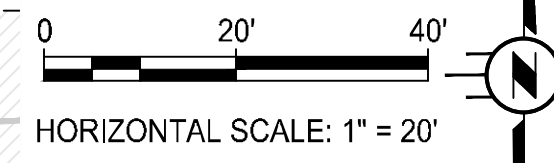
SHEET P-1
APRIL 04, 2023





MATCHLINE STA. 15+50
SEE SHEET P-1

MATCHLINE STA 41+00.
SEE SHEET P-3



CONSTRUCTION NOTES		UM	QTY
1	ASPHALT PAVING PSS NO. 1 (4" AC / 12" ABC)	SY	3395
2	ASPHALT PAVING PSS NO. 2 (3" AC / 8" ABC)	SY	192
3	8" WIDE ABC ROADWAY SHOULDER (6" MIN. THICKNESS)	SY	344
4	VERTICAL CURB AND GUTTER (CITY OF YUMA STD. NO. 3-060) 4" ABC	LF	334
5	VERTICAL CURB (CITY OF YUMA STD. NO. 3-075) 4" ABC	LF	388
6	RIBBON CURB / PAVEMENT BORDER (YUMA COUNTY STD. NO. 3-160)	LF	110
7	DRIVEWAY ENTRANCE WITH PARKWAY (CITY OF YUMA STD. NO. 3-110)	SF	790
8	MEDIAN PAVING COLORED STAMPED CONCRETE (CITY OF YUMA STD. 3-050) 4" ABC	SF	569
9	ADJUST EXISTING WATER VALVE TO FINISH GRADE WITH NEW FRAME AND COVER (CITY OF YUMA STD. NO. 5-075)	EA	2

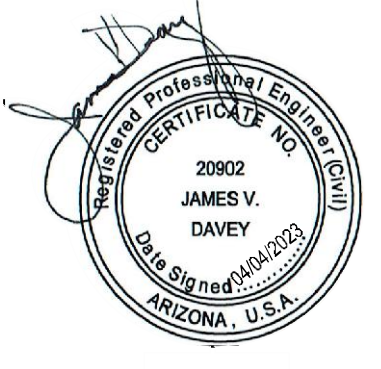
GENERAL NOTES	
1	PROTECT IN PLACE ALL EXISTING CONCRETE CURB, SIDEWALK, CROSS GUTTER, DRIVEWAY, AND PAVEMENT NOT NOTED FOR REMOVAL AND OR IMPROVEMENTS (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT (TYP.).
4	MATCH EXISTING CURB FLOW LINE (TYP.).
5	COUNTY 22ND STREET PAVEMENT TRANSITION: STA 11+00 TO STA 11+57 (26' TO 76' PAVEMENT WIDTH)
7	APPROXIMATE LOCATION OF FUTURE TRAFFIC SIGNAL POLES.
8	SAFETY NOSE MEDIAN (CITY OF YUMA STD. NO. 3-055)
9	YUMA COUNTY 22nd STREET ROADWAY CROSSING: 16' WIDE DEPRESSED CURB / MEDIAN (TOP OF CURB 1" ABOVE PAVEMENT)
11	SEE PLAN SHEET PM-1 FOR NEW LANE WIDTH.

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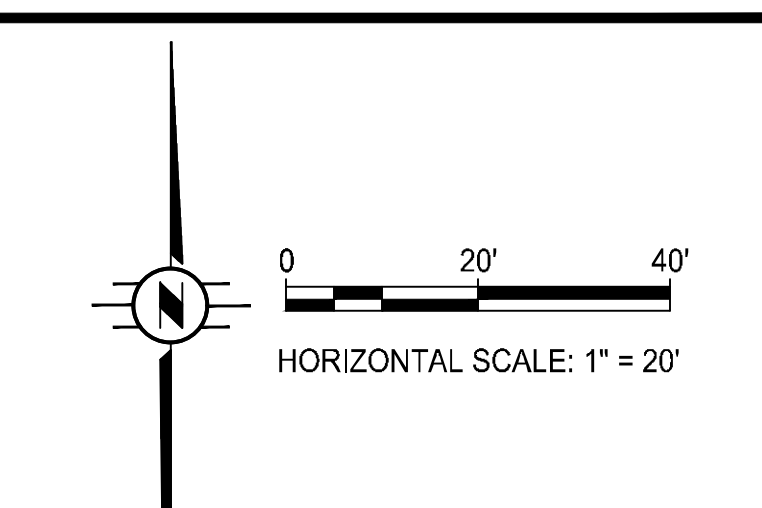
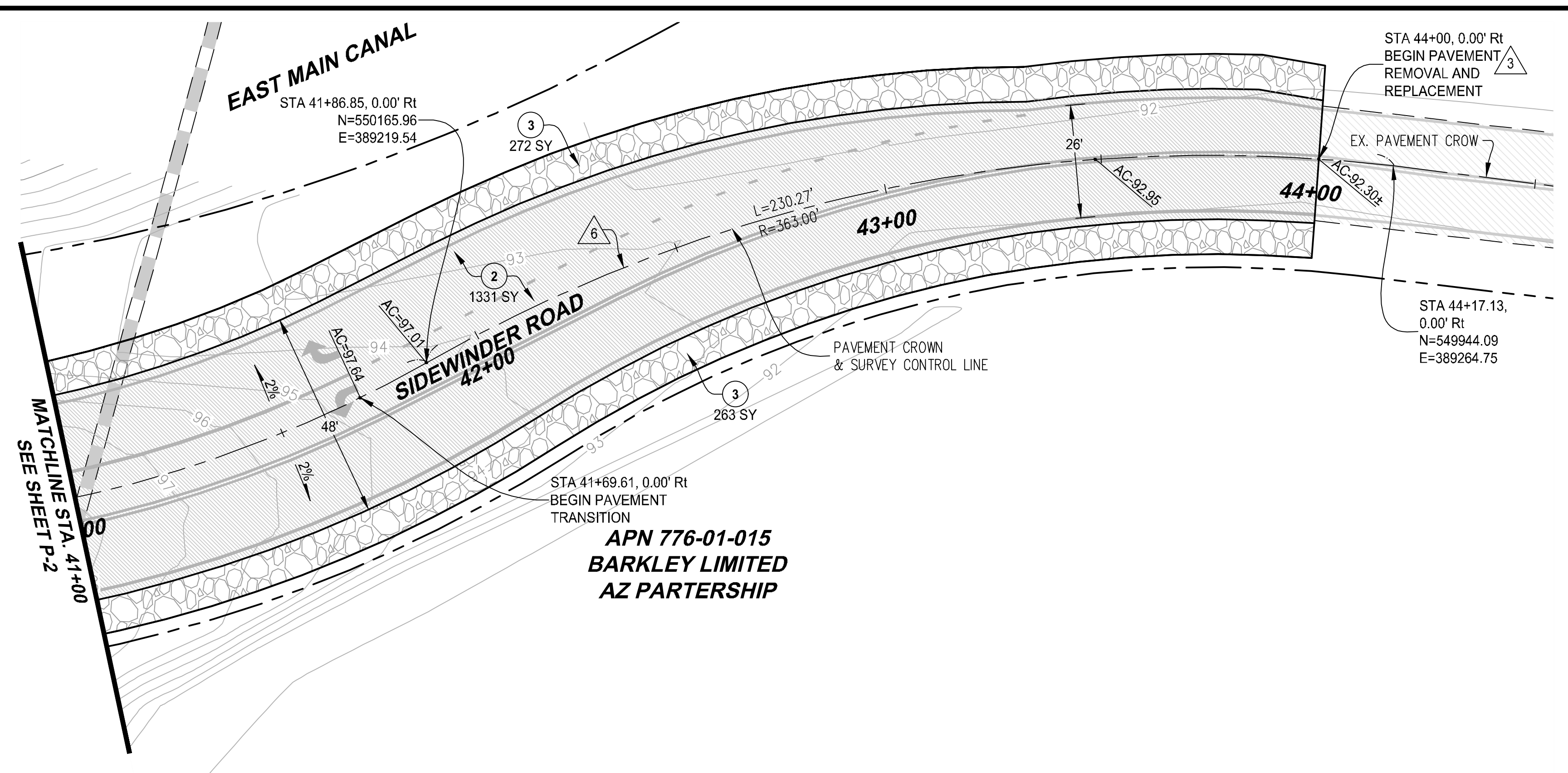
**COUNTY 22ND STREET AND SIDEWINDER ROAD
INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA**

**COUNTY 22ND STREET
PLAN AND PROFILE STA. 15+50 TO STA. 20+00**

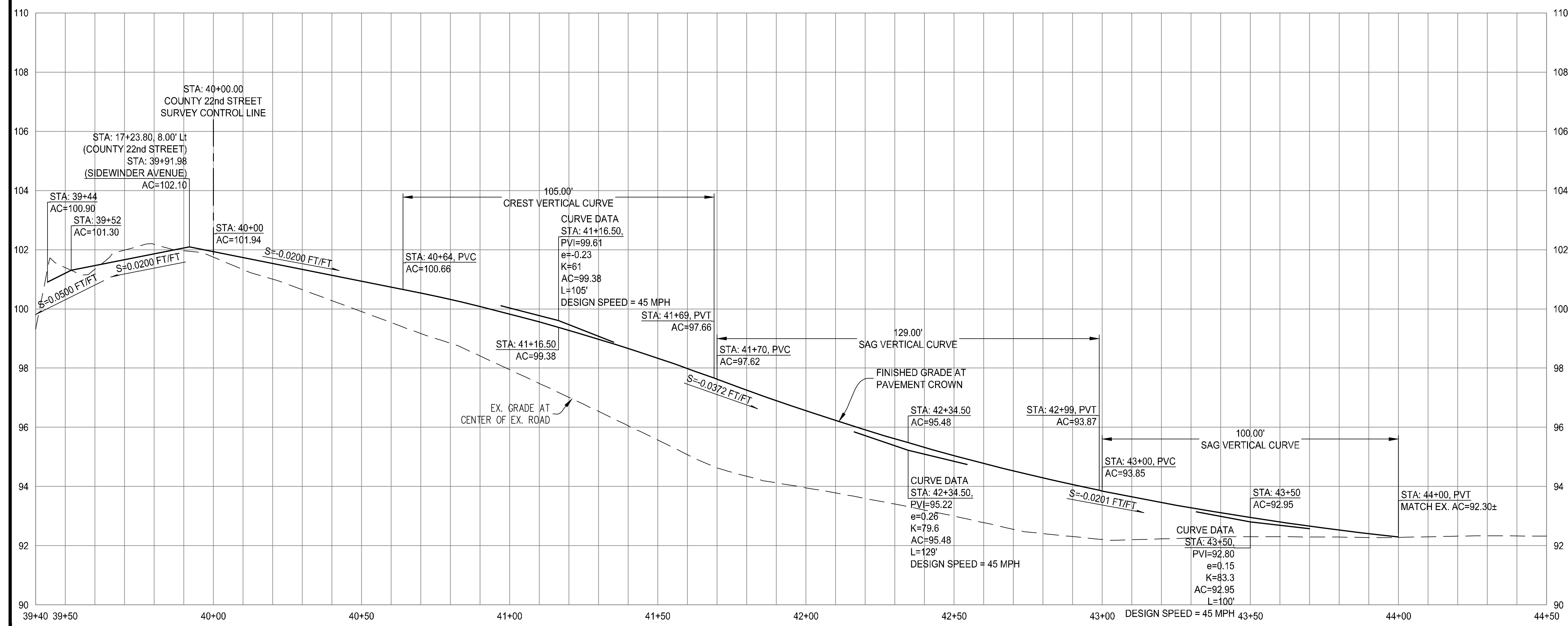
PREPARED FOR: CITY OF SAN LUIS COMMUNITY DEVELOPMENT SAN LUIS, AZ 85349 (928) 341-8584
DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET P-2
APRIL 04, 2023



CSL-33



CONSTRUCTION NOTES			U/M	QTY
2	ASPHALT PAVING PSS NO. 2 (3" AC / 8" ABC)	SY	1331	
3	8" WIDE ABC ROADWAY SHOULDER (6" MIN. THICKNESS)	SY	535	



GENERAL NOTES	
1	PROTECT IN PLACE ALL EXISTING CONCRETE CURB, SIDEWALK, CROSS GUTTER, DRIVEWAY, AND PAVEMENT NOT NOTED FOR REMOVAL AND OR IMPROVEMENTS (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT (TYP.).
6	SIDEWINDER AVENUE PAVEMENT TRANSITION: STA 41+69.61 TO STA 43+48.65 (48' TO 26' PAVEMENT WIDTH)
11	SEE PLAN SHEET PM-1 FOR NEW LANE WIDTH.

CSL-33

**JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS**
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

**COUNTY 22ND STREET AND SIDEWINDER ROAD
INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA**

**SIDEWINDER ROAD
PLAN AND PROFILE - STA. 41+00 TO STA. 44+50**

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

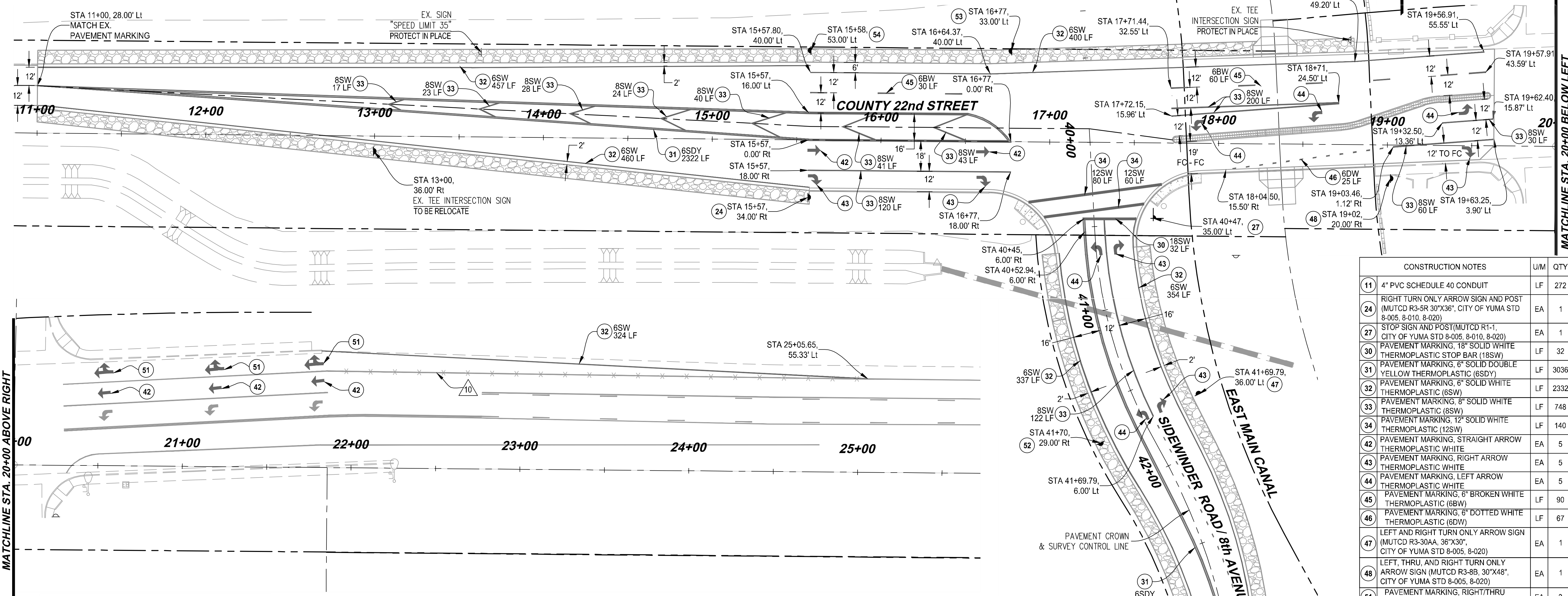
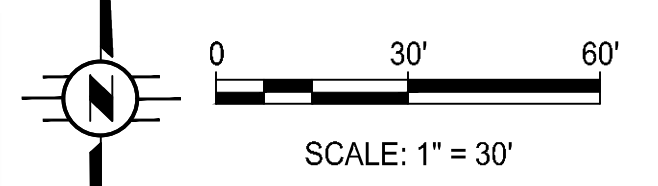
DESIGNED BY: T.S.

DRAWN BY: O.J.Z.

APPROVED BY: J.V.D.

SHEET P-3

APRIL 04, 2023



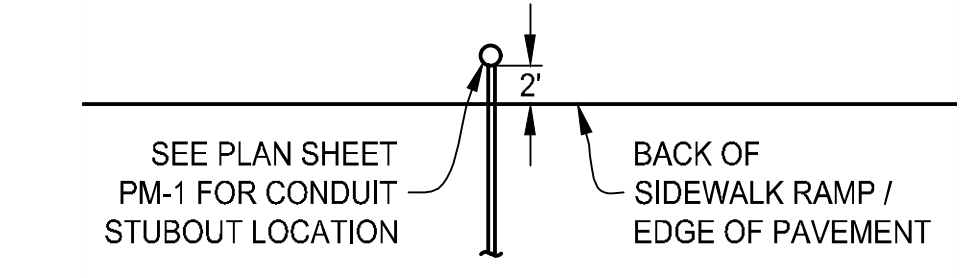
MATCHLINE STA. 20+00 ABOVE RIGHT

MATCHLINE STA. 20+00 BELOW LEFT

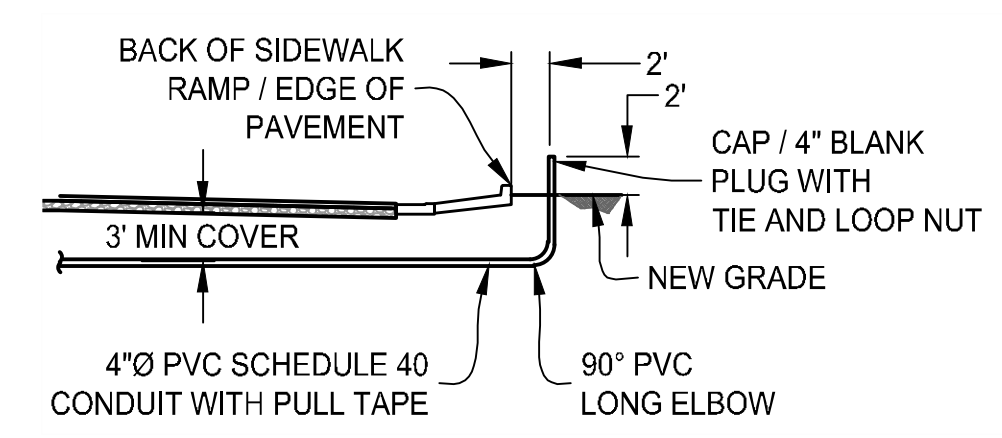
CONSTRUCTION NOTES		U/M	QTY
11	4" PVC SCHEDULE 40 CONDUIT	LF	272
24	RIGHT TURN ONLY ARROW SIGN AND POST (MUTCD R3-SR 30"x36", CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	1
27	STOP SIGN AND POST (MUTCD R1-1, CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	1
30	PAVEMENT MARKING, 18" SOLID WHITE THERMOPLASTIC STOP BAR (18SW)	LF	32
31	PAVEMENT MARKING, 6" SOLID DOUBLE YELLOW THERMOPLASTIC (6SDY)	LF	3036
32	PAVEMENT MARKING, 6" SOLID WHITE THERMOPLASTIC (6SW)	LF	2332
33	PAVEMENT MARKING, 8" SOLID WHITE THERMOPLASTIC (8SW)	LF	748
34	PAVEMENT MARKING, 12" SOLID WHITE THERMOPLASTIC (12SW)	LF	140
42	PAVEMENT MARKING, STRAIGHT ARROW THERMOPLASTIC WHITE	EA	5
43	PAVEMENT MARKING, RIGHT ARROW THERMOPLASTIC WHITE	EA	5
44	PAVEMENT MARKING, LEFT ARROW THERMOPLASTIC WHITE	EA	5
45	PAVEMENT MARKING, 6" BROKEN WHITE THERMOPLASTIC (6BW)	LF	90
46	PAVEMENT MARKING, 6" DOTTED WHITE THERMOPLASTIC (6DW)	LF	67
47	LEFT AND RIGHT TURN ONLY ARROW SIGN (MUTCD R3-30AA, 36"x30", CITY OF YUMA STD 8-005, 8-020)	EA	1
48	LEFT, THRU, AND RIGHT TURN ONLY ARROW SIGN (MUTCD R3-8B, 30"x48", CITY OF YUMA STD 8-005, 8-020)	EA	1
51	PAVEMENT MARKING, RIGHT/THRU ARROW THERMOPLASTIC WHITE	EA	3
52	SPEED LIMIT SIGN (MUTCD R2-1, 25 MPH, CITY OF YUMA STD 8-005, 8-020)	EA	1
53	RIGHT LANE ENDS SIGN (MUTCD W9-1, 36"x36", CITY OF YUMA STD 8-005, 8-020)	EA	1
54	MERGE LEFT LANE BEGIN (MUTCD W4-2, 36"x36", CITY OF YUMA STD 8-005, 8-020)	EA	1

GENERAL NOTES

- ▲ 4" CONDUIT WITH PULL TAPE FOR FUTURE TRAFFIC SIGNALS PER DETAILS (TYP.)
- ▲ APPROXIMATE LOCATION OF FUTURE TRAFFIC SIGNAL POLES.
- ▲ REMOVE/OBLITERATE EXISTING PAVEMENT MARKINGS AS NEEDED ON EXISTING PAVEMENT NOT NOTED FOR REMOVAL AND REPLACEMENT (TYP.).

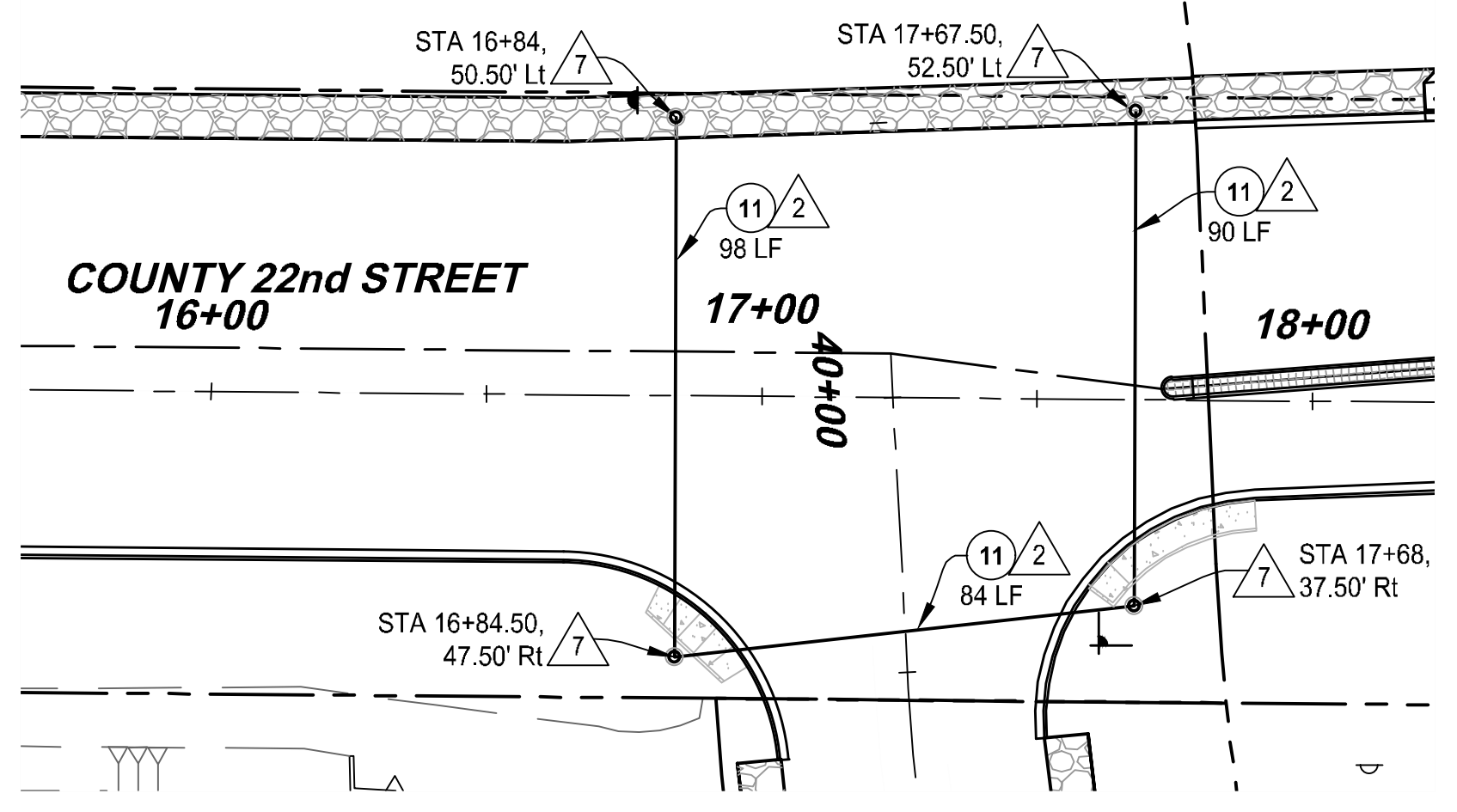


PLAN VIEW



PROFILE VIEW

CONDUIT DETAIL
SCALE: 1"=10'



CSL-33

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926
COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS
SAN LUIS, ARIZONA

PAVEMENT MARKING, SIGNING, AND TRAFFIC SIGNAL CONDUIT PLAN

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.

DRAWN BY: O.J.Z.

APPROVED BY: J.V.D.

SHEET PM-1

APRIL 04, 2023

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: CITY OF SAN LUIS
COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS
2. Bid submission date: Tuesday, May 2nd, 2023 at 10:00 AM
3. Bid evaluation summary:

No.	Bidder	Opening Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	DPE Construction, Inc.	\$729,750.00	Yes	\$729,750.00	1	None.
2	Gutierrez Canales Engineering, PC	\$823,113.35	Yes	\$823,113.35	2	None.

4. The lowest evaluated bidder has been determined to be qualified and capable of performing the contract [YES].
5. On the basis of the evaluation which was carried out in accordance with the Bidding Documents, we recommend accepting the bid of the lowest evaluated bidder [DPE Construction, Inc], which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Documents.

Bids Evaluated By:

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


(signature)

May 2, 2023
(date)



AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. D.

Meeting Date: 05/03/2023

Department Head: Jose L. Cisneros, Acting Assistant Director to Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Fireworks Production of Arizona for a fireworks presentation during the 4th of July Celebration. **(Jose Luis Cisneros, Acting Director of Parks and Recreation)**

SUMMARY:

The City of San Luis Parks & Recreation Department has contacted Fireworks Production of Arizona for the upcoming Fourth of July fireworks show. Fireworks Production of Arizona is based in Chandler, AZ, and has been in business for over 50 years providing fireworks shows for weddings, schools, resorts, and private events all around the state of Arizona. Fireworks Productions of Arizona has worked with Yuma County in the last couple of years and were highly recommended based on their trustfulness, professionalism, and experience in the pyrotechnic field. Pyrotechnics, by their very nature, are explosive and extremely dangerous devices that should only be handled by trained and experienced professionals.

Fireworks Productions of Arizona (FPA) will be in Yuma County this year once again and have advised that they have availability to provide a great fireworks show for our City. They have provided staff with a contract for a 15-minute firework show to take place during our annual Fourth of July Celebration on Tuesday, July 04, 2023, at Joe Orduno Park. FPA's quote for the 4th of July fireworks show is \$20,500.00, with a deposit of \$10,250.00 being due on Monday, May 15, 2023. The remaining balance is due within 20 days after the completion of the fireworks display.

The amount that is being spent is less than \$45,000.00 and is within the range of the San Luis City Code-Purchasing Section § 3.05.010 (C). The vendor that the City of San Luis has worked with in the past was not available this year due to being short-staffed with pyrotechnics. Lantis Productions reached out to the Parks and Recreation Department in January to advise that he would not be able to provide services this year. When this information was given to staff, staff reached out to various vendors to obtain quotes and to check availability. During this time, the only other vendors who responded to our request were Fireworks Productions of Arizona, and Las Vegas Display Fireworks, Inc. Las Vegas Display Fireworks provided a summary of what the costs would be, and they would be charging \$40,000 per show with a three-year contract agreement. Out of the two proposals received, Fireworks Productions of Arizona is the lowest bid with the most experience in providing services to our state and County.

Staff would like to request approval to move forward with the quote and contract presented by Fireworks Production of Arizona for the Fourth of July fireworks show.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH FIREWORKS PRODUCTION OF ARIZONA IN THE AMOUNT OF \$20,500.00, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$20,500.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If this contract is approved, the City will include the amount of \$20,500.00 in the fiscal budget for FY 2024.

Attachments

Contract

Fireworks Productions of Arizona
17034 S.54th St.
Chandler, AZ 85226
Office 480-948-0090 ~ Fax 480-423-5430

FIREWORKS DISPLAY CONTRACT

This fireworks display contract is between FPA, Ltd., an Arizona Corporation DBA Fireworks Productions of Arizona ('FPA'), and City of San Luis.

FPA is in the business of selling and displaying fireworks, and City of San Luis wants FPA to provide a fireworks display for City of San Luis' benefit. The parties therefore agree as follows:

1. **The Display.** FPA will provide and exhibit fireworks for a display on Tuesday, July 4, 2023. The display will last approximately 15 minutes, and will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** City of San Luis will pay FPA the sum of \$20,500.00 (the 'Contract Price') as consideration for the fireworks display. Payment will be made as follows:
 - a. Signed Contract due on or before **Monday, May 15, 2023**;
 - b. 50% deposit of the Contract Price (\$10,250.00) due on or before **Monday, May 15, 2023**;
 - c. The balance of the Contract Price (\$10,250.00) within twenty days after the completion of the Fireworks Display.

City of San Luis agrees to pay interest at the rate of 1% per month on any delinquent balance until the debt is paid in full.

3. **Permits.** FPA will apply for and secure, at FPA's cost, all permits, licenses, and approvals required by all applicable local, state, or federal laws and regulations as well as any imposed or required by local police or fire departments. FPA will provide City of San Luis evidence of the acquisition and validity of all required permits, licenses, and approvals no later than seven days before the Original Date.
4. **Insurance.** FPA shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to FPA against loss or damage; (2) carry the types and amounts of insurance as shown on Exhibit C attached hereto. FPA shall procure, pay for, and deliver to City the policies of insurance covering the risks described in the preceding paragraphs. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure City. Certificates of insurance shall be delivered to City before the effective date of this agreement, and new policies shall be delivered fourteen (14) days before the old policies expire. If FPA fails to deliver the policies in the manner stated to City, City may obtain the required policies and charge their costs to FPA, and the city may deduct these costs from any sums due and owing FPA. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this agreement.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for

such periods and amounts as the City shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of FPA or City, shall provide that with respect to the City, the insurance shall not be invalidated by any action or inaction by FPA, including but not limited to any representations made by FPA in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the City. FPA grants the City full power and authority as attorney irrevocable of FPA to cancel or transfer such insurance, to collect and endorse any checks issued in the name of FPA and to retain any premium and to apply the same to the obligations promised by this agreement.

5. **Display Site.** City of San Luis will procure and furnish a place suitable to FPA for the fireworks display pursuant to instructions supplied by FPA in Exhibit B. The site will be cleared of brush, grass, dead trees or any other materials that present a possible fire danger. The site will also have a flat area for the fireworks equipment set-up. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display. City of San Luis will ensure that the ground of the Display Site is dry prior to set-up of the fireworks and that there will be no sprinklers or irrigation prior to or during the Display and not until after tear-down of the Display Site is complete.
6. **Security and Indemnification.** As required, City of San Luis, will furnish all necessary materials for and will set up restraining lines in compliance with most recent edition of the National Fire Protection Association 1123 Code for Fireworks Displays. The City of San Luis will hold harmless and indemnify FPA from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of the City of San Luis to comply with its security obligations and responsibilities as set forth in this Section, including reasonable attorney fees and costs. City of San Luis will hire and provide, at its own cost and expense, adequate private or public security personnel to ensure that no vehicles are parked within the Display Site and that no individuals, other than those specifically authorized by FPA, enter the Display Site. The security personnel will remain on the perimeter of the Display Site and will not enter the Display Site before, during, or immediately following the fireworks display.
7. **Cleanup of Display Area.** Following the display, FPA will be responsible for cleanup of all boxes and equipment and policing of the display area including the removal of all unexploded fireworks, removal of frames and lumber. Any additional clean-up required will be the responsibility of City of San Luis.
8. **Weather or Safety Cancellation.** FPA or the Authority Having Jurisdiction (AHJ) may determine that the time or length of the display of fireworks may need adjustment based on wind/weather/safety conditions. If FPA or the Authority Having Jurisdiction (AHJ) determines that display of fireworks on the date and at the time set forth in paragraph one (the 'Original Date') would be impossible or impractical because of inclement weather or safety concerns, the display will be canceled. Should there be a cancellation under this paragraph, City of San Luis will pay FPA, its 'Actual Expenses' related to preparation for the unsuccessful displays on the Original Date. 'Actual Expenses' shall include expenses for travel, lodging,

labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date.

9. **Interruption and Continuation of the Fireworks Display.** There are instances or situations where a fireworks display may require to be interrupted due to safety, weather or equipment damage due to debris or fire. If repairs can be effected or the situation passes, City of San Luis has the option to continue or cancel the remainder of the display. Regardless of continuation or cancellation, City of San Luis will not be refunded any portion of the Contract Price if the display can safely continue. In the event the display begins but is halted due to wind, weather or safety conditions, FPA will refund or credit City of San Luis the applicable deposit minus “Actual Expenses” incurred. Actual Expenses includes the cost and taxes on the fireworks provided prior to the stopping of the display. In the event a product fails to function (here to be classified as a Dud), City of San Luis will be entitled to a refund or credit of that individual product’s purchase price, plus tax, only.
10. **Cancellation. (*other than paragraph 8, above).** The parties acknowledge that, if City of San Luis cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City of San Luis does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
 - a. If cancellation occurs more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;
 - b. If cancellation occurs no more than 30 days and no less than 1 days before the Original Date, an amount equal to 50% of the Contract Price;
 - c. On or after the Original Date, an amount equal to 100% of the Contract Price.
11. **Force Majeure.** In the event of natural disasters or “acts of God;” manmade disasters; war and civil issues; labor disputes or strikes; government embargoes or other government actions affecting the supply chain; and/or transportation issues such as overseas shipping, domestic shipping (trucking, rail) and/or port delays, or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract (other than inclement weather or safety concerns as described in paragraph eight) each party hereby releases the other from any and all obligations hereunder, except for liabilities, recognized as “Actual Expenses” (including but not limited to permit fees, credit card fees, vehicle rental and/or loading and packing labor) that may have already accrued to such time. FPA submits this contract based on planned costs and display size. The size and/or the cost of the display may be re-proposed based on product availability or cost adjustments. FPA submits this contract in good faith, planning to provide communication on any changes in a timely manner.
12. **Indemnifications and Liability.** FPA agrees to indemnify City, its officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss, and from and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the fireworks exhibition and display, whether located on the property of City or the right of way of City. FPA shall also indemnify City and its officers, agents, representatives, and employees against any and all costs, attorney fees, and liabilities incurred in or about any such claim or in or about any action or proceeding brought on such claim or claims.

13. General Provisions.

- A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the FPA or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.
- B. Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.
- C. 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.
- D. 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 any of the provisions hereof.
- E. Further Acts. Each of the parties hereto 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 contract.
- F. Time of the Essence. Time is of the essence of this contract.
- G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between FPA or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.
- J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38-511.

K. Reformation. Should any term, provision, covenant or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, official or employee of the City shall be personally liable to FPA, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to FPA or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. Employment Eligibility. FPA hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of FPA and any contractor or subcontractor employee of FPA to ensure that FPA and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. FPA agrees that it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations. .

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

R. Incorporation. Exhibits A, B, and C are incorporated into this Agreement by this reference.

[Intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set our hands and seals on the date and year first above written.

FPA, Ltd.



(Authorized Signature)

Title: Pyro Planning Specialist

Date: April 25, 2023

City of San Luis

(Authorized Signature)

Title: _____

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

Approved as to form:

Kay Marion Macuil, City Attorney



CITY OF SAN LUIS
Tuesday, July 4, 2023



15 minute display
(2 sec. pace)

Total Aerial Effects 1,928

Total Shells 728

Total in Basins 1,200

Opening:

Your show begins with an impressive series of powerful booms to excite and thrill the audience.

14 – 3” Titanium Salutes

14 – 3” Color Fancies

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Waves, Crowns, Peonies, Strobes, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of **504** aerial shells and **1,200** basin effects.

12 - 1.5” FPA Premier Specialty Basins

252 - 3” Chinese Fancy’s & Specials

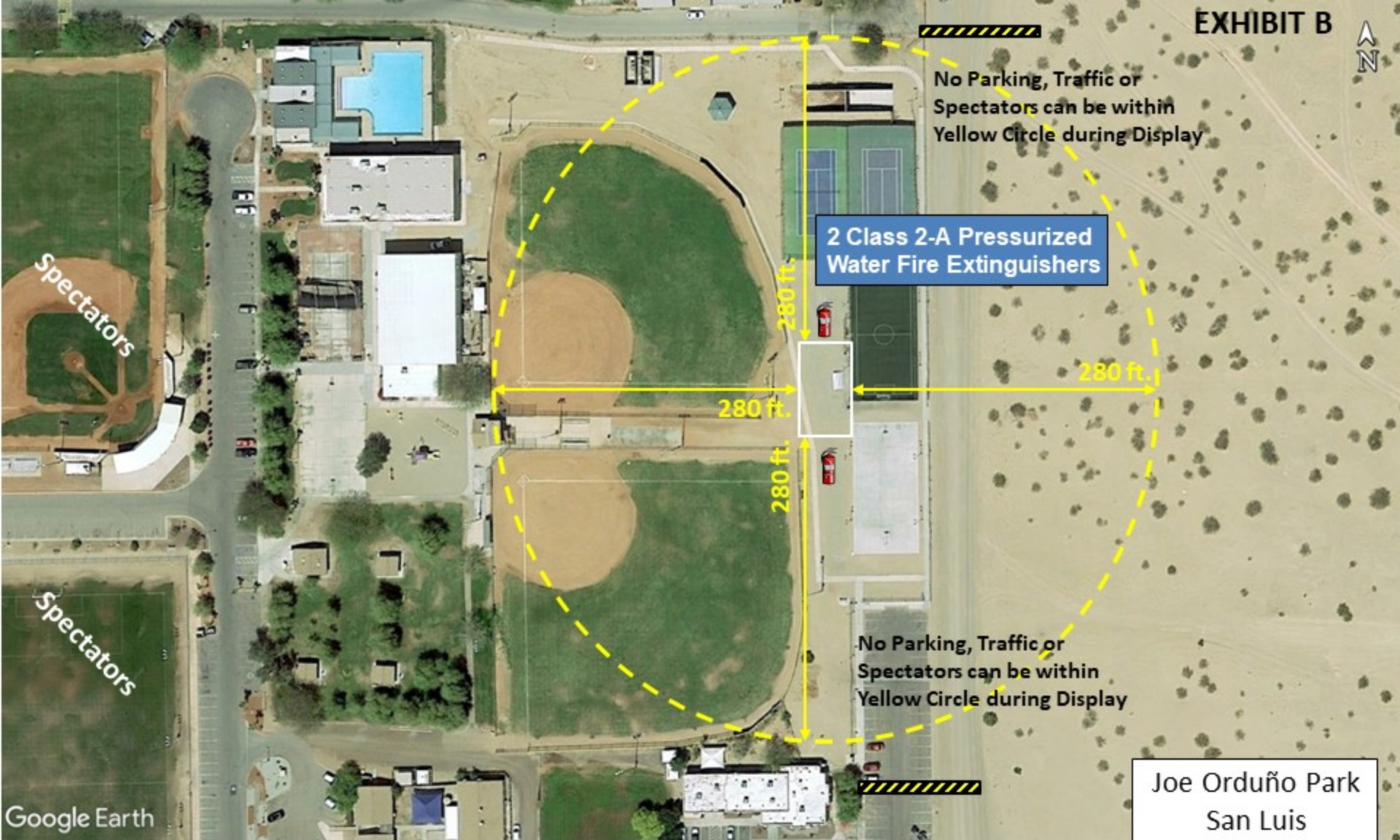
252 - 4” Chinese Fancy’s & Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of **196** aerial shells:

Your Grande Finale: **72** – 2.5” Titanium Salutes, **100** - 3” shells,
and **24** – 4” shells.



No Parking, Traffic or Spectators can be within Yellow Circle during Display

2 Class 2-A Pressurized Water Fire Extinguishers

280 ft.

280 ft.

280 ft.

No Parking, Traffic or Spectators can be within Yellow Circle during Display

Joe Orduño Park
San Luis

965 N. Park Ave.
San Luis, AZ 85349

Site Map

Maximum Shell Size: 4" Shells

Fireworks Productions of Arizona

480-948-0090

info@fireworksaz.com

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	CONTACT NAME: Janet Nau PHONE (A/C. No. Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com		FAX (A/C. No.): 425-455-6727
	INSURER(S) AFFORDING COVERAGE		
INSURED FPA, LTD Fireworks Productions of Arizona 17034 S. 54th Street Chandler AZ 85226	16021	INSURER A : Everest Indemnity Insurance Co INSURER B : Everest Denali Insurance Company INSURER C : AXIS Surplus Lines Insurance Company INSURER D : Travelers Property Casualty Co of America INSURER E : INSURER F :	NAIC # 10851 16044 26620 25674

COVERAGES

CERTIFICATE NUMBER: 916254187

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML02344221	10/9/2022	10/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ /A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00258221	10/9/2022	10/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P00100069169702	10/9/2022	10/9/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6R08411	10/9/2022	10/9/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	General Liability & Auto Excess over \$4M			SI8EX01790221	10/9/2022	10/9/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:
 Date of Display: July 4, 2023
 Location of Display: Joe Orduño Park, 965 N. Park Ave.
 Additional Insured(s): State of Arizona; Yuma County; City of San Luis. Waiver of Subrogation applies to the General Liability per form attached.

CERTIFICATE HOLDER**CANCELLATION**

City of San Luis 744 Cesar Chavez Blvd P.O BOX 1170 San Luis AZ 85349	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>State of Arizona; Yuma County; City of San Luis Date of Display: July 4, 2023 Location of Display: Joe Orduño Park, 965 N. Park Ave.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): State of Arizona; Yuma County; City of San Luis Date of Display: July 4, 2023 Location of Display: Joe Orduño Park, 965 N. Park Ave.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.