



## 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, February 7, 2024. 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, 7 de Febrero del 2024. 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**  
**February 7, 2024**  
**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. PROCLAMATION/PRESENTATION

3. A. Proclamation - Teen Dating Violence Prevention and Awareness Month February 2024

3. B. Presentation on Pepe Belmonte Foundation by resident Alberto Limon. **(Jesus Armando Esparza, Director of Economic Development)**

4. CONSENT AGENDA

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

4. A. Discussion and possible action on any and all matters regarding approval of an Intergovernmental Agreement with the United States General Services Administration to improve Urtuzuastegui Street as part of the Port of Entry expansion project. **(Eulogio Vera, Director of Public Works)**

**5. DISCUSSION AND POSSIBLE ACTION ITEMS:**

- 5. A.** Discussion and possible action on any and all matters regarding the purchase of a new Engine Pumper Fire Truck. **(Angel Ramirez, Fire Chief)**
  
- 5. B.** Discussion and possible action on any and all matters regarding the purchase of a new Pre-Engineered Metal Building (PEMB) for the Water Well Site #5 Project. **(Jorge Perez, Assistant Director of Public Works)**
  
- 5. C.** Discussion and possible action for the removal and appointment of a Trustee for the City of San Luis Employee Benefit Trust. **(Jenny Torres, Acting City Manager and Executive Advisor to the Trust)**
  
- 5. D.** Discussion and possible action on any and all matters regarding Resolution No. 2302. A Resolution of the City of San Luis, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal year 2022- 2023 expenditure limitation report to the Arizona Auditor General. **(Jenny Torres, Acting City Manager)**

**6. ADJOURNMENT**



# PROCLAMATION

## Special City Council Meeting

3. A.

Meeting Date: 02/07/2024

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Title:

Proclamation - Teen Dating Violence Prevention and Awareness Month February 2024

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### Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## TEEN DATING VIOLENCE PREVENTION AND AWARENESS MONTH February 2024

**WHEREAS**, teen dating violence crosses race, gender, and socioeconomic lines; and

**WHEREAS**, one in three adolescents in the United States is a victim of physical, emotional, or verbal abuse from a dating partner; and

**WHEREAS**, nearly one in 11 female teens and one in 15 male teens reported experiencing physical dating violence in the last year; and

**WHEREAS**, approximately one in nine female and one in 36 high school students report having experienced sexual dating violence in the last year; and

**WHEREAS**, 26 percent of women and 15 percent of men who were victims of contact sexual violence, physical violence, and/or stalking by an intimate partner in their lifetime first experienced these or other forms of violence by that partner before age 18; and

**WHEREAS**, the Governor's Youth Commission is raising awareness about healthy relationships among young people statewide through education and outreach to further prevent dating violence; and

**WHEREAS**, it is important to provide continued training and outreach to community members, schools, and families to help them recognize when youth are exhibiting signs of dating violence.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim February 2024, as "**Teen Dating Violence Prevention and Awareness Month**" and call upon residents of San Luis to make a difference by reaching out to young people in simple ways.

**DATED** this 7<sup>th</sup> day of **February 2024**.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PRESENTATION

## Special City Council Meeting

3. B.

Meeting Date: 02/07/2024

Submitted By: Jesus Armando Esparza, Administration, Economic Development

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Presentation Topic/Summary:

Presentation on Pepe Belmonte Foundation by resident Alberto Limon. **(Jesus Armando Esparza, Director of Economic Development)**

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### Attachments

Pepe Belmonte Foundation

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THINK LIKE AN ADULT  
CREATE LIKE A CHILD

# Projects

- San Luis looks pretty!
- Art Workshops for Children
- Therapeutic Art Workshops for Children
- Foundation Art Fair
- Classical Music Concerts
- Classic Outdoor Cinema Project
- Literature Program for Children and Adolescents
- Art Festival
- Museum Creation Project
- Spread the New vision of the Human Being

# San Luis looks pretty!



- The main objective is to beautify our community through murals, involving children and young people in the creative process, thus promoting artistic expression in public spaces.
- El objetivo principal es embellecer nuestra comunidad a través de murales, involucrando a niños y jóvenes en el proceso creativo, promoviendo así la expresión artística en espacios públicos.

# What do we offer?

## **Colaboración Activa:**

Expresar la disposición de la fundación para trabajar en estrecha colaboración con el gobierno en la implementación de programas y proyectos. Esto podría incluir la participación en comités, grupos de trabajo y otras iniciativas conjuntas.

## **Impacto Medible:**

Mostrar resultados medibles y tangibles de proyectos anteriores de la fundación que hayan tenido un impacto positivo en otras comunidades. Esto proporciona evidencia de la efectividad de la fundación y su capacidad para generar cambios significativos.

## **Participación de la Comunidad:**

Destacar el compromiso activo de la fundación con la participación comunitaria. Puedes ofrecer programas que involucren a los residentes locales, fomentando la apropiación y el empoderamiento dentro de la comunidad.

# What do we offer?

## **Recursos Adicionales:**

Ofrecer recursos adicionales, ya sean financieros, humanos o materiales, que la fundación pueda aportar para fortalecer los esfuerzos del gobierno en áreas específicas. Esto podría incluir personal especializado, infraestructura o tecnología.

## **Capacitación y Desarrollo:**

Proponer programas de capacitación y desarrollo que beneficien a la comunidad local, como talleres educativos, programas de empleabilidad o entrenamiento en habilidades específicas que sean relevantes para la región.

## **Visibilidad y Reconocimiento:**

Ofrecer reconocimiento público a los socios gubernamentales que colaboren con la fundación. Esto puede incluir menciones en medios de comunicación, eventos conjuntos y otras formas de visibilidad que destaquen la colaboración positiva.

# What do we offer?

## **Flexibilidad y Adaptabilidad:**

Subrayar la flexibilidad de la fundación para adaptarse a las necesidades cambiantes de la comunidad y ajustar los programas según las prioridades gubernamentales.

## **Transparencia y Rendición de Cuentas:**

Comprometerse a mantener una comunicación transparente y rendir cuentas sobre el uso de los recursos y el progreso de los proyectos. Esto construye confianza y demuestra la responsabilidad de la fundación.

## **Desarrollo Sostenible:**

Resaltar el enfoque de la fundación en el desarrollo sostenible, asegurando que los proyectos no solo aborden problemas inmediatos, sino que también contribuyan al bienestar a largo plazo de la comunidad.

# Support

## **Financiero:**

Pedir subsidios o subvenciones para financiar proyectos específicos de la fundación.

Explorar la posibilidad de colaborar en programas gubernamentales existentes que estén alineados con los objetivos de la fundación.

Buscar incentivos fiscales para donaciones y patrocinios de empresas locales.

## **Apoyo Logístico:**

Colaborar con el gobierno local para facilitar la logística de eventos y actividades de la fundación.

Explorar la posibilidad de utilizar instalaciones gubernamentales para llevar a cabo programas o iniciativas.

## **Colaboración en Programas Sociales:**

Identificar áreas en las que la fundación y el gobierno local puedan colaborar en programas sociales, como educación, salud, vivienda, etc.

Proponer proyectos conjuntos que beneficien a la comunidad local y que estén alineados con las prioridades del gobierno.

# Support

## **Participación en Iniciativas Comunitarias:**

Solicitar apoyo para iniciativas comunitarias en las que la fundación esté involucrada, como limpieza de vecindarios, eventos culturales o proyectos medioambientales.

Buscar la participación activa de funcionarios gubernamentales en actividades comunitarias organizadas por la fundación.

## **Promoción y Difusión:**

Pedir apoyo para la promoción de eventos y actividades de la fundación a través de canales de comunicación gubernamentales.

Explorar la posibilidad de colaborar en campañas de concientización sobre temas sociales relevantes para ambas partes.

## **Asesoramiento Técnico:**

Solicitar asesoramiento técnico y experto por parte de funcionarios gubernamentales en áreas específicas en las que la fundación esté trabajando.

Buscar la colaboración en la planificación y ejecución de proyectos que requieran experiencia gubernamental.



THANK YOU FOR YOUR  
WONDERFUL TIME



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

4. A.

**Meeting Date:** 02/07/2024

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

**Submitted By:** Jorge Perez, Assistant Director of Public Works, Public Works Department

**Action Requested:** Motion  
Resolution

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#### ITEM:

Discussion and possible action on any and all matters regarding approval of an Intergovernmental Agreement with the United States General Services Administration to improve Urtuzuastegui Street as part of the Port of Entry expansion project. **(Eulogio Vera, Director of Public Works)**

#### SUMMARY:

This IGA provides for responsibilities between the City of San Luis and the United States General Services Administration ("GSA") for improvements on Urtuzuastegui Street. As explained in the purpose section of the IGA, GSA is in the process of modernizing and expanding the San Luis I Land Port of Entry through its San Luis I Modernization and Expansion Project. The modernization and expansion project will improve efficiencies and traffic flows and reduce wait times through the expansion of inbound pedestrian lanes from 10 to 14 and inbound vehicle lanes from 8 to 16, and increase CBP's processing capacity and operational security by effectively deploying the latest technology. Improvements are needed on the south side of Urtuzuastegui Street between Archibald and Main Streets and will necessitate the widening of the sidewalks on the south side of Urtuzuastegui Street, the modification of the traffic signal at the Archibald Street intersection, the additional new traffic signal at the William Brooks Avenue intersection; and new signage, striping, crosswalks, lighting, landscaping, and other miscellaneous controls and appurtenances for the safe and directed flow of vehicle and pedestrian traffic through the new routes as further described in Exhibits 1 and 2 of the IGA.

The mayor and Council approved Resolution No. 2296 back on November 21st, 2023, entering into an Intergovernmental Agreement with GSA as mentioned in the previous paragraph. IGA has not been executed by GSA and this item is presented again to address a minor change to the IGA. The City of San Luis will be providing GSA with specifics of the agreement section III, subsection F, fees for inspection services.

#### RECOMMENDATION / SUGGESTED MOTION:

**I HEREBY MOVE TO AMEND THE FEE STATED ON PAGE 4, SUBSECTION F ON THE INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES GENERAL SERVICES ADMINISTRATION AS ADOPTED BY RESOLUTION NO. 2296 OF THE CITY OF SAN LUIS, FROM \$16,480.00 TO \$9,600.00 AND AUTHORIZE STAFF TO TAKE ANY AND ALL ACTIONS NEEDED OR NECESSARY TO EFFECTUATE THIS AMENDMENT AND IMPLEMENT SAID INTERGOVERNMENTAL AGREEMENT.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$359,000.00  
**BUDGETED AMOUNT:** \$359,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Account #200-210-90010,  
\$359,000.00

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

The City and GSA expect the work to start in April or May and it is expected to carry over on next fiscal year.

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**Attachments**

MOA San Luis I Port of Entry  
Scope of Work  
Expansion and Modernization Drawings

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**Agreement  
for the  
San Luis I Land Port of Entry  
Urtuzuastegui Street Improvements**

This Agreement by and between the City of San Luis (“City”) and the United States General Services Administration (“GSA”) is for the funding, design and construction of street improvements along the port’s urban edge at Urtuzuastegui Street, from Archibald Street on the west to 4th Avenue on the east, in San Luis, Arizona, due to GSA’s San Luis I Land Port of Entry Modernization and Expansion Project.

**I. Definitions**

The following are defined terms for purposes of this Agreement.

A. San Luis I Land Port of Entry (“LPOE”) means the inspection facility located at 431 Main Street at the Mexican border in San Luis, Arizona, eventually comprising approximately 182 thousand gross square feet, which is owned by GSA and operated by United States Customs and Border Protection.

B. Project means the work described in Exhibit 2 (City approved November, 1, 2023, Final SLLPOE Urtuzuastegui St Improvements Drawings by Hensel Phelps) and in the agreed to Scope of Work attached as Exhibit 1, with the extent of the work being located along Urtuzuastegui Street from Archibald Street to 4th Avenue.

C. Party means City or GSA. Parties means both City and GSA.

**II. Purpose**

A. GSA is in the process of modernizing and expanding the San Luis I Land Port of Entry through its San Luis I Modernization and Expansion Project in order to facilitate cross border inspection activities, to reduce wait times and improve downtown City vehicle and pedestrian circulation. The port experiences much higher traffic volumes than it was originally designed to accommodate. Furthermore, the port’s facilities are significantly undersized and require upgrading to meet the U.S. Customs and Border Protection’s current mission requirements. The modernization and expansion project will improve efficiencies and traffic flows and reduce wait times through the expansion of inbound pedestrian lanes from 10 to 14 and inbound vehicle lanes from 8 to 16, and increase CBP’s processing capacity and operational security by effectively deploying the latest technology. The design is also intended to solve potentially unsafe existing conditions due to pedestrian traffic crossing the outbound vehicle traffic at Urtuzuastegui Street. To address the needs of the community, GSA has designed and is building a new, larger and safer LPOE facility.

2. The Modernization and Expansion Project includes newly constructed inbound lanes that will route traffic to Urtuzuastegui Street intersections at both William Brooks and 2<sup>nd</sup> Avenues and includes a newly constructed outbound vehicle entrance and inspection lanes at the intersection of Urtuzuastegui and Archibald Streets. A new entrance for port employees will be created at the Urtuzuastegui Street roundabout at Main Street, and a maintenance and emergency entrance and trash pick-up gated entrance will be created at the Urtuzuastegui Street and Williams Brooks Avenue intersection. Both inbound and outbound pedestrian traffic will be routed through a newly constructed pedestrian plaza on the south side of Urtuzuastegui Street at the Main Street intersection. A pull out for deliveries to the new Mission Support building and accessible drop off point will be constructed on the south side of Urtuzuastegui Street between Archibald and Main Streets and a new return to the U.S. lane will exit onto Urtuzuastegui Street just east of the new inbound lanes at Archibald Street.

3. The creation of these new vehicle and pedestrian traffic entrances and exits along Urtuzuastegui Street for the benefit of the LPOE will necessitate the widening of the sidewalks on the south side of Urtuzuastegui Street; the modification of the traffic signal at the Archibald Street intersection; the additional of a new traffic signal at the William Brooks Avenue intersection; and new signage, striping, crosswalks, lighting, landscaping, and other miscellaneous controls and appurtenances for the safe and directed flow of vehicle and pedestrian traffic through the new routes as further described in Exhibits 1 and 2.

### **III. Agreement**

#### **THE CITY AGREES:**

A. It has given final approval for the Project Scope of Work, as evidenced by the signed Scope of Work at Exhibit 1 and the City approved November 1, 2023, Final SLLPOE Urtuzuastegui St Improvements Drawings at Exhibit 2.

B. To grant to GSA for a mutually agreeable time, without any condition, cost or delay, an Encroachment Permit to complete the work described to be done by GSA in Exhibits 1 and 2.

C. That GSA has no obligation to complete the Project work at all unless City timely grants an Encroachment Permit.

D. It will timely complete the work detailed to be done by the City in Exhibits 1 and 2 so as to not cause delay to GSA's use of the newly created in-bound and out-bound lanes and other access points to the LPOE.

E. To approve in a timely manner, which approval will not be unreasonably withheld, GSA's traffic management plan for the Project that is the subject of this Agreement at no cost to GSA.

F. To inspect in a timely manner so as to avoid delay to GSA and/or its contractor(s)/agent(s) the Project work, and that it will receive from GSA a lump sum fee of \$9,600.00 for its inspection services.

G. To not unreasonably withhold its inspection approval(s) throughout the Project that is the subject of this Agreement. And in the case of any objection during inspection, the City will immediately, but no later than one (1) business day, inform GSA and cooperate with GSA in removing the objection so that the Project may be completed without delay.

H. To accept, and operate and maintain in perpetuity, the newly constructed and installed items of the Project work with no conditions or requirements beyond those written in this Agreement when GSA declares in writing to the City that the Project is Substantially Complete and simultaneously provides As-Built plans and copies of manuals, inspection reports and all testing, after which GSA will have no interest in the Project elements.

I. City Council approval and acceptance of this Project work occurred in the regularly scheduled Council Meeting held on November 21, 2023.

J. That it will solely maintain and operate the newly constructed and installed Signal Lights, sidewalks, gutters, drainage, lighting, and other street improvements as described in the Scope of Work items in perpetuity for the benefit of the LPOE as outlined in Exhibits 1 and 2, at its own costs, with no further costs to GSA.

K. It shall not request or require that GSA and the United States of America provide any funds for accepting, maintaining and operating the Project work items.

L. It shall continue its account with the Arizona Public Service (“APS”) for electrical power to Urtuzustegui Street signals and street lighting between and inclusive of the Archbald Street and 2<sup>nd</sup> Avenue intersections.

M. It approves and adopts the design for all elements of the Project, and assumes full responsibility for such design and construction of all elements of the Project.

N. The GSA contracting officer is the only individual with authority to accept or reject the work of GSA’s contractor performing the Project work.

O. Neither GSA nor any of its contractors will be required to pay for any City permit, (including but not limited to encroachment, street, hauling or temporary use).

P. It will not unreasonably withhold approval of any inspection or permit or review of any material or design change for the Project.

Q. It will promptly review any design changes during construction and at no additional cost to GSA.

R. To indemnify and hold GSA harmless from any claim or cause of action related in any manner to any part of the design, construction, operation or maintenance of each and every element of the Project.

GSA AGREES:

A. It shall undertake and complete the Project work as detailed to be done by GSA in Exhibits 1 and 2.

B. To provide a traffic management plan to the City for approval, which approval will not be unreasonably withheld, prior to commencing Project work.

C. To coordinate directly with and pay APS for the electrical work associated with the Project scope of work detailed to be done by GSA. This will not include payment to APS for any ongoing costs once the Project scope is completed.

D. To provide to the City for review any material changes to the final City approved construction documents.

E. To include in its construction contract a requirement for its Project contractor to provide a one (1) year warranty covering all Project work and to require the contractor to name the City as an additional insured during the time period it is performing Project work.

THE PARTIES AGREE:

A. Nothing in this Agreement obligates GSA to provide funding or improvements on any site other than that where the Project is located, as described in and depicted on Exhibits 1 and 2 of this Agreement.

B. GSA shall not commit any funds to any contracts related to the Project until this Agreement is fully executed.

D. If it is determined that the allotted budget for the Project will be exceeded, the City and GSA will reduce the cost of the Project through value engineering. GSA shall not be responsible for any additional scope beyond the Project budget.

E. To cooperate fully with one another for the timely completion of the Project because time is of the essence.

F. The City will conduct inspections during construction and GSA will pay a lump sum fee of \$9,600.00 to the City for all inspection services.

G. GSA will not provide any funding for the operation and maintenance of any element of the Project.

H. Covenant and warrant that the persons executing this Agreement for their respective entities is a duly authorized and existing entity, is qualified to do business in Arizona, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of the City is authorized to do so.

I. This Agreement shall be governed by applicable federal laws.

J. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same document.

K. The parties will cooperate timely with one another in carrying out the work and purpose of this Agreement.

L. This Agreement and its exhibits constitute the whole understanding, discussion and agreement of the Parties.

M. This Agreement may not be changed, amended or altered in any way except in writing and executed by all Parties to the Agreement

N. This Agreement may only be terminated by mutual agreement of the Parties in writing, or if the events occurring during performance of the Project make completion impossible without additional funds and neither Party can contribute such funds.

O. No Party shall be liable to the other for any consequential damages in connection with a breach of this Agreement.

### III. EXHIBITS

The following exhibits are included as a part of this Agreement:

Exhibit 1 – November, 14, 2023, City accepted, Scope of Work

Exhibit 2 – November, 1, 2023, City approved, Urtuzuastegui Street Improvements Drawings provided by Hensel Phelps

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, which is effective as of the latest date of execution.

CITY OF SAN LUIS

\_\_\_\_\_  
By: Nieves G. Riedel  
Title: Mayor of San Luis, AZ

Date: \_\_\_\_\_

UNITED STATES OF GENERAL SERVICES ADMINISTRATION

\_\_\_\_\_  
By: Dan Brown  
Title: Regional Commissioner, PBS, Region 9

Date: \_\_\_\_\_

**Exhibit 1****Scope of Work  
for  
Urtuzuastegui Street Improvements  
at  
San Luis I LPOE, San Luis, AZ****I. SCOPE OF WORK**

Construction of Urtuzuastegui Street improvements related to the San Luis I Land Port of Entry Modernization and Expansion Project as detailed in Exhibit 2 – November 1, 2023, Final SLLPOE Urtuzuastegui St Improvements Drawings.

**II. DIVISION OF RESPONSIBILITY**

The General Services Administration (the GSA) and the City of San Luis (the City) agree to the division of responsibility for execution of the Scope of Work as described below.

**A. General Services Administration Scope of Work**

The GSA agrees to provide funding, administration, engineering, contracting, performance, and QA/QC for the Scope of Work items summarized as follows (see Exhibit 2 for detailed requirements within these general items of work):

**Urtuzuastegui Street**

- Obliterate Existing Striping & Directional Arrows
- Slurry Seal Existing Pavement from William Brooks Ave to 4th Ave
- New Striping
- New Directional Arrows
- Fixed Traffic Signage with Posts
- Remove and Replace Street Lights at Urtuzuastegui St and Main St
- SWPPP

**Urtuzuastegui Street - Southside**

- Demolish Curb / Gutter / Sidewalk
- Replace Curb / Gutter / Sidewalk /

- Replace catch basins and storm drain pipe.
- Replace ADA Access Ramps

### **William Brooks Avenue / Urtuzuastegui Street Intersection Signalization**

- Mast / Arm Structures
- Mast Structure Foundations
- Traffic Signal Heads
- Added Crosswalk Push Button SW Corner
- Traffic Signal Controller with Cabinet
- All associated conduit pull boxes and wires

### **Miscellaneous Work (as needed for the above GSA items)**

- Temporary Traffic Control
- Temporary Traffic Barricades
- Temporary Traffic Signage
- Relocation / Maintenance of Barricades
- Concrete Demo, Cutting, Replacement, and Asphalt Repairs

### **General Notes**

- Coordinate Work with the City of San Luis Public Works for inspection of the GSA items.
- Before removing traffic light signals, coordinate with Arizona Public Service (APS) to disconnect power.
- Following any demo work restore the area in kind.
- Before purchasing new traffic control signal poles, controllers or other equipment as outlined in the Exhibit 1, ensure City reviews and approves submittals. These submittals will be given to the Public Works/City Engineer for the City of San Luis for their approval.
- After dismantling and removing traffic signal lights, pedestrian signal poles, traffic camera and accessories, traffic controllers, or other existing equipment as shown in Exhibit 1, deliver these items to a location within the City of San Luis as coordinated with the Public Works/City Engineer for the City of San Luis.
- Connect a traffic controller override at the 1st Street signal to allow CBP the capability to manually override the traffic controller standard signal timing from the Headhouse Building for emergency purposes. GSA will provide location in the Headhouse where the override switch will be installed.

- The contractor is to ensure the vertical height of any new equipment is in alignment with City standards and meets APS standards for distances from any overhead power lines.
- Provide a traffic control plan to the City for approval.
- Provide sequence and logic for all traffic controllers.
- Open cuts in asphalt for the conduit work are to be coordinated with the City inspector.
- All work to be coordinated with City of San Luis Public Works Engineering/Inspections.
- The GSA will coordinate with the City of San Luis for an "Encroachment Permit". No work can begin unless the Encroachment Permit is approved by the City.

#### B. City of San Luis Scope of Work

The City agrees to provide funding, administration, engineering, contracting, performance, and QA/QC for the Scope of Work items summarized as follows (see Exhibit 2 for detailed requirements within these general items of work):

##### **U-Street - Northside**

- Demolish Curb / Gutter / Sidewalk
- Replace Curb / Gutter / Sidewalk
- Replace ADA Access Ramps

##### **Main Street / U-Street Intersection Signalization**

- Remove / Salvage Existing Flashing Beacons (HAWK)
- HAWK Mast / Arm / Push Button Structure at East Crosswalk
- Mast Structure Foundation
- HAWK Signal Heads
- HAWK Crosswalk Push Button with Post
- HAWK Signal controller cabinet and foundation

##### **Archibald / U-Street Intersection Signalization**

- Existing Signal Head Modification
- Existing Controller Modification
- Crosswalk Push Button with Post SE Corner and associated conduit pullboxes and wires
- Crosswalk Push Button SW Corner and associated conduit pull boxes and wires



November 14, 2023

**Miscellaneous (as needed for the above City items)**

- Temporary Traffic Control
- Temporary Traffic Barricades
- Temporary Traffic Signage
- Relocation / Maintenance of Barricades
- Concrete Demo, Cutting, Replacement, and Asphalt Repairs

**General Notes**

- Once traffic signalization or other work is completed by the GSA, in phases or in whole, the City will inspect and approve the work for City operation and maintenance of the work.

Accepted by \_\_\_\_\_ Date: \_\_\_\_\_

Nieves G. Riedel, Mayor,  
City of San Luis, AZ

# Expansion & Modernization Project at the **San Luis 1 Land Port of Entry**

431 Main Street, San Luis, AZ 85349



## 100% San Luis LPOE | Urtuzuastegui Street Improvements

November 1st, 2023

GSA Project No. NAZ00011



CUI // PHYS // FEDCON

Controlled by: General Services Administration Pacific Rim Region 9.

Contact: Christopher Lee, 415-522-2877, [christopher.lee@gsa.gov](mailto:christopher.lee@gsa.gov)

BID NO. \_\_\_\_\_

# CITY OF SAN LUIS

## SAN LUIS I LAND PORT OF ENTRY

### OFFSITE IMPROVEMENTS

C.I.P NO. \_\_\_\_\_

MAYOR

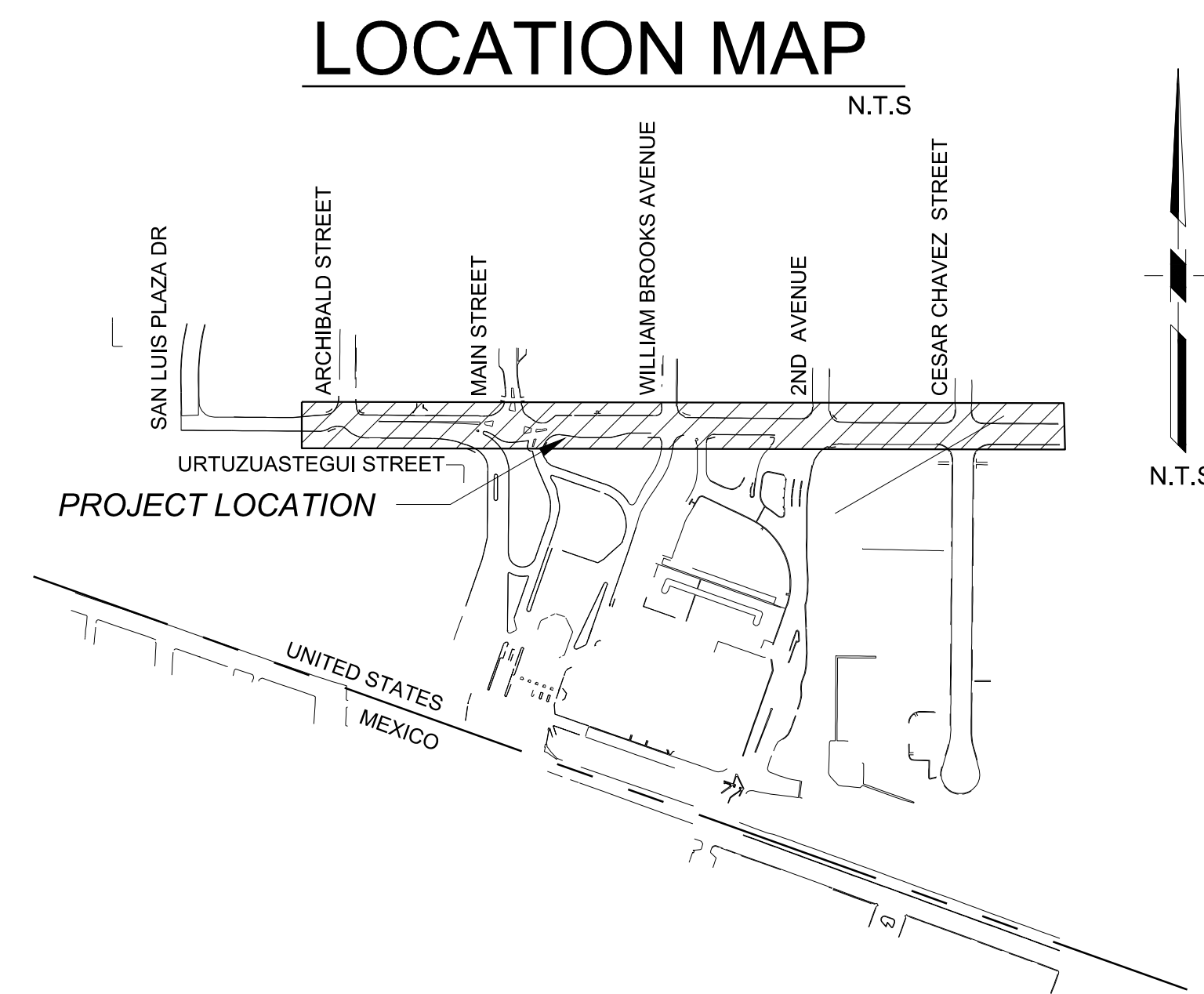
NIEVES RIEDEL



CITY  
ADMINISTRATOR

RALPH VELEZ

CITY COUNCIL

LUIS E. CABRERA  
MARIA CECILIA CRUZ  
TADEO AZAEL DE LA HOYA  
MATIAS ROSALES  
GLORIA TORRES  
JAVIER VARGAS



 Scope to be Completed by the City of San Luis  
 Scope to be Completed by the GSA

APPROVED: \_\_\_\_\_  
CITY ENGINEER

APPROVED: \_\_\_\_\_  
DIRECTOR, PUBLIC WORKS  
DEPARTMENT



# NOTES & LEGEND

## GENERAL NOTES

- ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO CITY OF SAN LUIS CONSTRUCTION STANDARDS, YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS, MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE CITY OF SAN LUIS SUPPLEMENT TO MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, LATEST ADOT SIGNAL AND LIGHTING STANDARD DRAWINGS, AND SHALL BE IN ACCORDANCE WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON PLANS. ALL CONCEALED WORK AND UTILITIES SHALL BE DIMENSIONED. THE CONTRACTOR SHALL SUBMIT THE FINAL "AS-BUILD" DRAWINGS TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL NO LATER THAN 14 CALENDAR DAYS AFTER COMPLETION OF THE PROJECT.
- ANY UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO TO THE FINAL ACCEPTANCE OF WORK, SHALL BE REMOVED AND REPLACED IN A TIMELY AND ACCEPTABLE MANNER TO THE CITY OF SAN LUIS.
- PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH ALL PROPOSED PROJECT MATERIAL DATA SHEETS AND ANY SHOP DRAWINGS. ANY MATERIAL SUPPLIED NOT IN CONFORMANCE WITH THE SPECIFICATIONS WILL BE REJECTED.
- THE CONTRACTOR WILL BE RESPONSIBLE, IN ACCORDANCE WITH ARIZONA REVISED STATUTES, TO NOTIFY ARIZONA 811 AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES. LOCATIONS OF EXISTING PUBLIC UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR MUST VERIFY THE LOCATIONS IN THE FIELD AND TAKE NECESSARY PRECAUTIONS. ANY DAMAGE TO A UTILITY SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
- 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. ALLS 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 WIND, EITHER NATURAL OR CAUSED BY THE MOVEMENT OF THE TRUCK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A TRAFFIC CONTROL PLAN (TCP) TO THE ENGINEER FOR REVIEW AND APPROVAL AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO IMPLEMENTATION. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED AND SUBMITTED BY PERSONNEL CERTIFIED IN THE AREA OF CONSTRUCTION TRAFFIC CONTROL BY THE AMERICAN SAFETY SERVICES ASSOCIATION (ATSSA) OR BY THE INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATIONS (IMSA). THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING PROPER SIGNS, BARRICADES, AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE, AND SAFETY. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT FOLLOWING DOCUMENTS ADOPTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF ALL TRAFFIC CONTROL INSTALLATIONS USED IN CONJUNCTION WITH THIS PROJECT AND SHALL INSPECT, A LEAST TWICE DAILY, TO ENSURE CONFORMANCE WITH THE TRAFFIC CONTROL PLAN.
- 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.
- ANY SURVEY MONUMENT DISTRIBUTED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN ACCORDANCE WITH THE CITY OF SAN LUIS STANDARD DETAILS BY THE CONTRACTOR AT NO EXTRA COST TO THE OWNER. THE CONTRACTOR SHALL UTILIZE A REGISTERED LAND SURVEYOR TO ASSURE PROPER PLACEMENT OF SAID MONUMENT. THE REGISTERED LAND SURVEYOR SHALL PROVIDE A SEALED DESCRIPTION OF THE NEW MONUMENT AND ITS LOCATION.
- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL "POTHOLE" ALL POTENTIAL POINTS OF CONFLICT BETWEEN NEW UTILITIES AND EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF DISCREPANCIES EXIST BETWEEN DESIGN DESIGN INFORMATION AND ACTUAL FIELD CONDITIONS.
- THE CONTRACTOR SHALL IMPLEMENT ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP'S) FOR THE DURATION OF THE PROJECT PER CITY OF YUMA ORDINANCES AND ADEQ GUIDELINES.
- OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARD FOR CONSTRUCTION (TITLE 29, CODE OD FEDERAL REGULATIONS, PART 1926 AS AMENDED) AND CITY OF SAN LUIS SAFETY REGULATIONS ARE APPLICABLE FOR THE COMPLETION OF THE WORK ON THIS PROJECT.
- CONTRACTOR SHALL PROTECT ALL CATCH BASINS AND/OR CURB INLETS THAT EXIST WITHIN 50 FEET OF THE PROJECT LIMITS OR ANY OTHERS THAT NEED PROTECTION FROM CONSTRUCTION ACTIVITIES RUNOFF.
- CONTRACTOR SHALL CONSULT WITH CITY OF SAN LUIS STAFF TO DETERMINE IF REMOVED VALVE AND MANHOLE FRAMES AND COVERS CAN BE REUSED.
- IF HIGH SOIL MOISTURE CONDITIONS AND/OR SHALLOW GROUNDWATER IS ENCOUNTERED RESULTING IN LOW COMPACTION TESTING RESULTS DURING SUBGRADE PROCESSING, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMEDIATE THE WET SOIL CONDITIONS IN ORDER TO ACHIEVE THE REQUIRED PASSING COMPACTION TEST RESULTS. THE CONTRACTOR WILL PERFORM THIS REMEDIATION OF THE WET SUBGRADE SOILS AT NO ADDITIONAL COST TO THE CITY OF SAN LUIS.

## ABBREVIATIONS

ALL ABBREVIATIONS ARE PER SECTION 1-3 OF THE 2021 "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WITH THE ADDITIONS INDICATED BELOW:

ABAND	ABANDONED	FL	FLOW LINE
ABC	AGGREGATE BASE COURSE	FNC	FENCE
AC, ASPH.	ASPHALTIC CONCRETE	FOW	FACE OF WALL
ADA	AMERICAN DISABILITY ACT	FS	FINISH SURFACE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	FTG	FOOTING
AP	ANGLE POINT	FW	FACE OF WALL
AC, ASPH.	ASPHALTIC CONCRETE	G	GUTTER ELEVATION
ACSMS	ALUMINUM CAP SURVEY MONUMENT STAMPED	GB	GRADE BREAK
AVE	AVENUE	GRD	GROUND
BC	BEGINNING OF CURB	GP	GUARD POST
BC, BCKCRB	BACK OF CURB	GV	GATE VALVE
BCHS	BRASS CAP IN HANDHOLE STAMPED	H, HORZ	HORIZONTAL
BCR	BEGIN CURB RETURN	HH	HANDHOLD
BEG	BEGINNING	HP	HIGH PRESSURE
BM	BENCH MARK	HP	HIGH POINT
BLDG	BUILDING	ICV	IRRIGATION CONTROL VALVE
BLK	BLOCK	I.E., IE	INVERT ELEVATION
BK	BACK	INT	INTERSECTION
BMP	BEST MANAGEMENT PRACTICE	L	LENGTH
BSW	BACK OF SIDEWALK	LP	LOW POINT
BOTT	BOTTOM	LT	LEFT
BVCS	BEGIN VERTICAL CURVE STATION	MGAS	MAIN GAS
BVCE	BEGIN VERTICAL CURVE ELEVATION	MEX	MEXICO
CAB	CABINET	MH	MANHOLE
CB	CATCH BASIN	MTR	METER
CBP	CUSTOMS AND BORDER PROTECTION	MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
CI	CURB INLET	MATL	MATERIAL
CL	CENTERLINE	MIN	MINIMUM
C/G	CURB AND GUTTER	N	NORTH
C.L.F.	CHAIN LINK FENCE	NTS	NOT TO SCALE
C, CONC	CONCRETE	OFF	OFFSET
CMP	CORRUGATED METAL PIPE	OHE	OVERHEAD ELECTRIC
COMM	COMMUNICATION	P	PAVING
CONC.	CONCRETE	PB	PULL BOX
CONST	CONSTRUCTION	PC	POINT OF CURVATURE
CONT.	CONTINUES	PI	POINT OF TANGENT INTERSECTION
COR	CORNER	PKG	PARKING
CTR	CENTER	PNL	PANEL
CTRL.	CONTROL	PP	POWER POLE
COY	CITY OF YUMA	PRC	POINT OF REVERSE CURVE
DET	DETAIL	PT	POINT OF TANGENCY
D.O.	DRAIN INLET	PWR	POWER
DG	DECOMPOSED GRANITE	PVC	POLYVINYL CHLORIDE
DIA.	DIAMETER	PUE	PUBLIC UTILITY EASEMENT
DWG	DRAWING	RCP	REINFORCED CONCRETE PIPE
DW, DWY	DRIVEWAY	R/W, ROW	RIGHT OF WAY
E	EASTERLY	RT	RIGHT
EA	EA	S	SOUTH
EC	END OF CURVE	SB	SOUTHBOUND
EJ	EXPANSION JOINT	SD	STORM DRAIN
E, ELEC	ELECTRICAL	SDMH	STORM DRAIN MANHOLE
ECVT	ELECTRICAL VAULT	SMH/SSMH	SEWER MANHOLE
ELEV.	ELEVATION	SR	STATE ROUTE
EG	EXISTING GRADE	ST	STREET
EL	ELEVATION	STA	STATION
EP	EDGE OF PAVEMENT	STLT	STREET LIGHT
ESMT	EASEMENT	SQ.	SQUARE
ETW	EDGE TRAVELED WAY	SW, S/W, SDWK	SIDEWALK
EVCS	END VERTICAL CURVE STATION	S, SS, SWR	SANITARY SEWER
EVCE	END VERTICAL CURVE ELEVATION	TC	TOP OF CURB
EXIST	EXISTING	T, TELE	TELEPHONE
FC	FACE OF CURB	TF	TOP OF FOUNDATION
FD	FOUND	TS	TRAFFIC SIGNAL
FDTN	FOUNDATION	TV	TELEVISION
FH, F	FIRE HYDRANT	TYP	TYPICAL
FG	FINISH GRADE	UG	UNDERGROUND
		UGE	UNDERGROUND ELECTRIC
		UGG	UNDERGROUND GAS
		U.S.A.	UNITED STATES OF AMERICA
		UNK	UNKNOWN
		UTIL	UTILITY
		V, VERT.	VERTICAL
		VC	VERTICAL CURVE
		VG	VALLEY GUTTER
		W	WESTERLY OR WEST
		WAS	WATER AGENCY STANDARDS
		WLL	WALL
		WM	WATER METER
		WTR	WATER
		WV	WATER VALVE
		XNG	CROSSING

## LEGEND

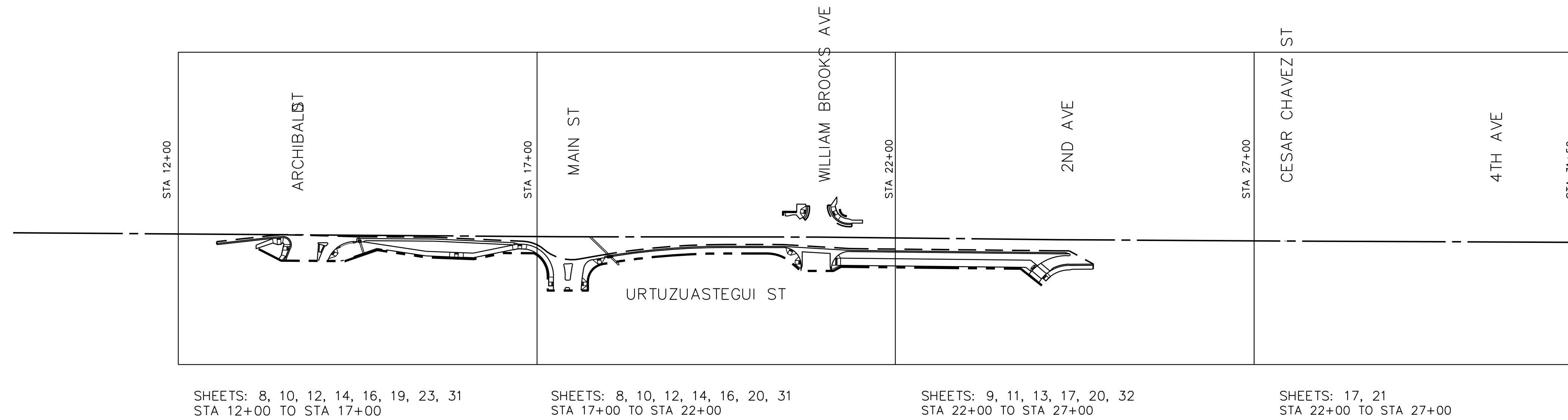
EXISTING	PROPOSED	EXISTING	PROPOSED	
				MINOR CONTOUR
				WATER VALVE
				WATER METER
				FIRE HYDRANT
				STORM DRAIN MANHOLE
				STORM DRAIN INLET
				STORM COMBO BOX
				SANITARY SEWER MANHOLE
				SANITARY SEWER CLEANOUT
				GREASE TRAP
				GAS METER
				LIGHT POLE
				ELECTRICAL EQUIPMENT
				UTILITY POLE
				GUY WIRE
				SIGN
				INLET PROTECTION

Know what's below.  
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	SCALE: _____ DATE: 11/1/23	APPROVED BY: _____ C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
GENERAL NOTES		2 OF: 38

# SHEET INDEX



# SHEET INDEX

SHEET NO.	SHEET TITLE
1	COVER
2	GENERAL NOTES
3	INDEX AND DESIGN PLAN
4	TYPICAL SECTIONS
5	TYPICAL SECTIONS
6	STORM DRAIN SUMMARY
7	HORIZONTAL CONTROL PLAN
8	DEMOLITION PLAN
9	DEMOLITION PLAN
10	GEOMETRY PLAN
11	GEOMETRY PLAN
12	PAVEMENT PLAN
13	PAVEMENT PLAN
14	STORM DRAIN PLAN
15	PAVEMENT MARKING AND SIGNING NOTES
16	PAVEMENT MARKING PLAN
17	PAVEMENT MARKING PLAN
18	SIGNING LAYOUT
19	SIGNING PLAN
20	SIGNING PLAN
21	SIGNING PLAN
22	TRAFFIC SIGNAL NOTES
23	TRAFFIC SIGNAL PLAN
24	TRAFFIC SIGNAL POLE SCHEDULE
25	TRAFFIC SIGNAL CONDUCTOR SCHEDULE
26	TRAFFIC SIGNAL PLAN
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28	TRAFFIC SIGNAL CONDUCTOR SCHEDULE
29	LIGHTING NOTES
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31	EROSION CONTROL PLAN
32	EROSION CONTROL PLAN
33	RAMP DETAILS
34	RAMP DETAILS
35	RAMP DETAILS
36	SIGNAL POLE DETAILS
37	SIGNAL POLE DETAILS
38	SIGNAL POLE DETAILS

# DESIGN NOTES

## BASIS OF COORDINATES AND ELEVATIONS:

**HORIZONTAL CONTROL:**  
THIS PROJECT IS BASED UPON THE ARIZONA COORDINATE SYSTEM, 1983 (ACS 83), NAD83 (2011)(2010.0000) REFERENCE FRAME, USES INTERNATIONAL FEET, AND IS LOCATED IN THE WESTERN ZONE OF SAID COORDINATE SYSTEM. THE CONTROL NETWORK WAS SURVEYED IN DECEMBER, 2022 USING TRIMBLE GNSS UNITS UTILIZING POST-PROCESSED STATIC METHODS THROUGH NGS OPUS.

STATION (REFERENCE)  
PT#1 OPUS \*PRIMARY CONTROL POINT & CENTRAL POINT

SURFACE COORDINATES AND/OR DISTANCES WERE COMPUTED FROM THE ACS 83 COORDINATES BY APPLYING A PROJECT SPECIFIC GRID TO SURFACE COMBINED ELEVATION AND SCALE FACTOR (CF) AT A CENTRAL POINT (NCP/ECP) AND TRANSLATING THE RESULTING COORDINATES AS FOLLOWS:

$$NP\ LOC = (NP\ ACS83 - NCP\ ACS83) * CF + NCP\ ACS83 - KN$$

$$EP\ LOC = (EP\ ACS83 - ECP\ ACS83) * CF + ECP\ ACS83 - KE$$

WHERE:

NP LOC = LOCAL NORTH      NP ACS83 = ACS 83 NORTH  
NCP ACS83 = ACS 83 AT CENTRAL POINT  
EP LOC = LOCAL EAST      EP ACS83 = ACS 83 EAST  
ECP ACS83 = ACS 83 AT CENTRAL POINT

COMBINED FACTOR (CF) = 0.9999484527  
NCP = 542 435.53 (ACS83)      ECP = 380 374.47 (ACS83)  
KN = 0.00      KE = 0.00

**VERTICAL CONTROL:**  
THIS SURVEY UTILIZED THE ORTHOMETRIC HEIGHTS AS DETERMINED BY THE STATIC GPS SURVEY THROUGH OPUS. THE BENCH MARKS INCORPORATED IN THIS SURVEY ARE:

STATION REFERENCE ELEVATION  
PT#1 OPUS 88.19 \*PROJECT BENCHMARK

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE DERIVED FROM GPS ELLIPSOID HEIGHT MEASUREMENTS AND THE APPLICATION OF A HIGH-RESOLUTION HYBRID GEOID MODEL, GEOID 18.

## DESIGN DATA

DESIGN SPEED = 25 MPH  
POSTED SPEED = 25 MPH

## MIDPOINT OF PROJECT

Western Zone  
State Plane Coordinates  
  
X=382004.76  
Y=542445.25

## LENGTH OF PROJECT

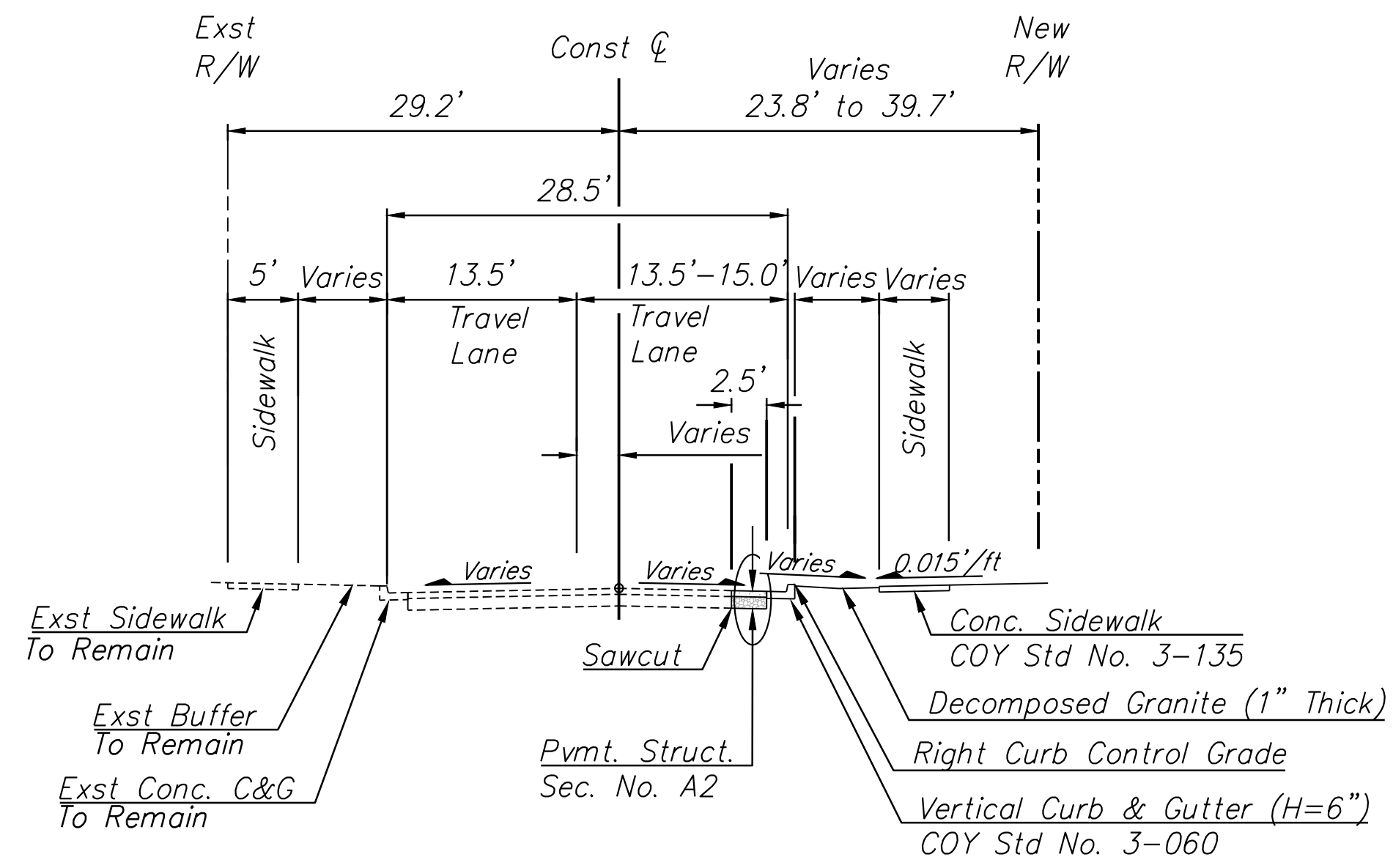
Urtuzuastegui Street  
  
Sta 12+53.68 to 30+06.80 = 1753.12'

Know what's below.  
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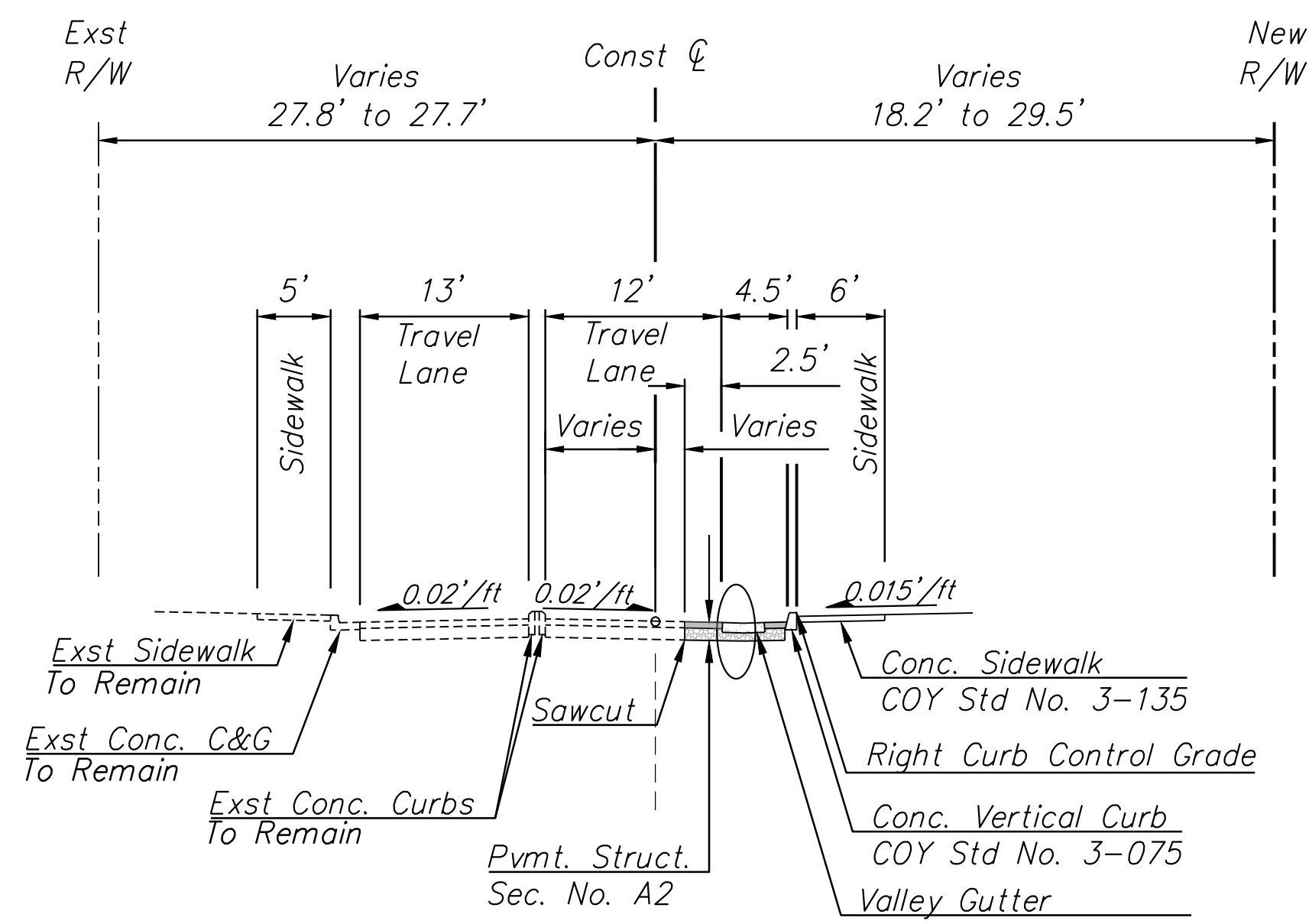


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SAN LUIS I LAND PORT OF ENTRY OFFSITE INDEX & DESIGN PLAN      3 OF 38		

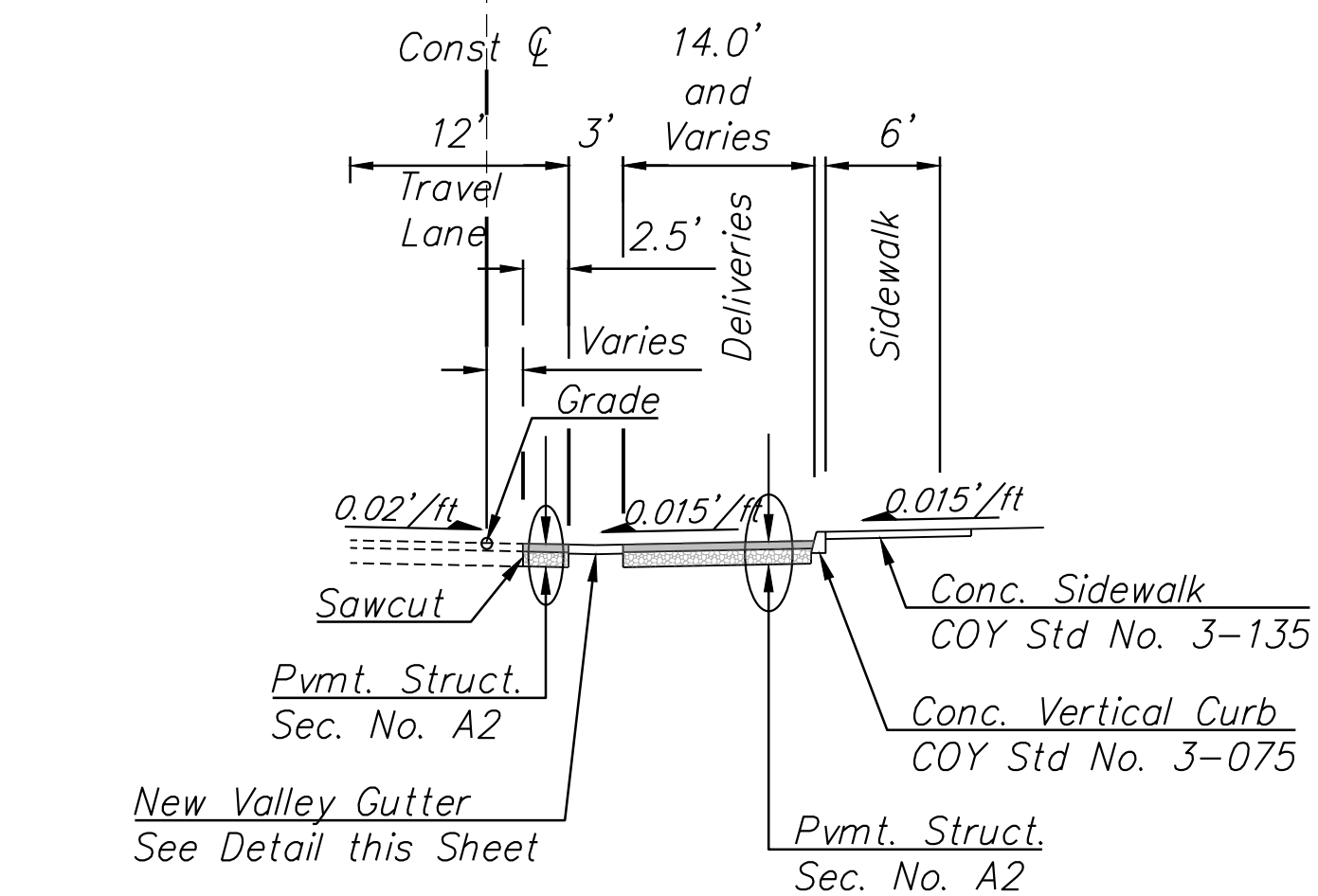
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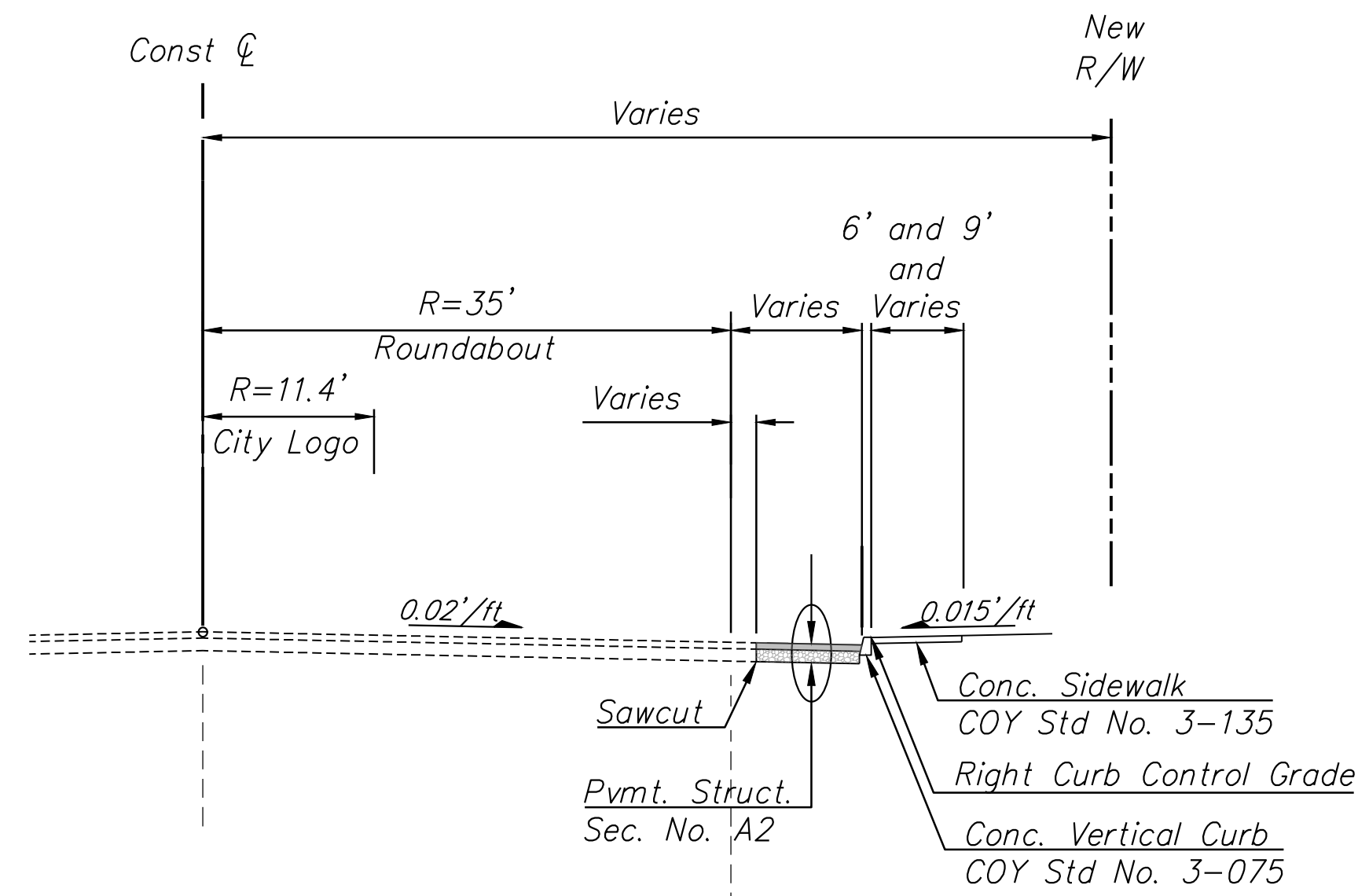
URTUZUASTEGUI STREET  
Sta 12+53 to Archibald Street



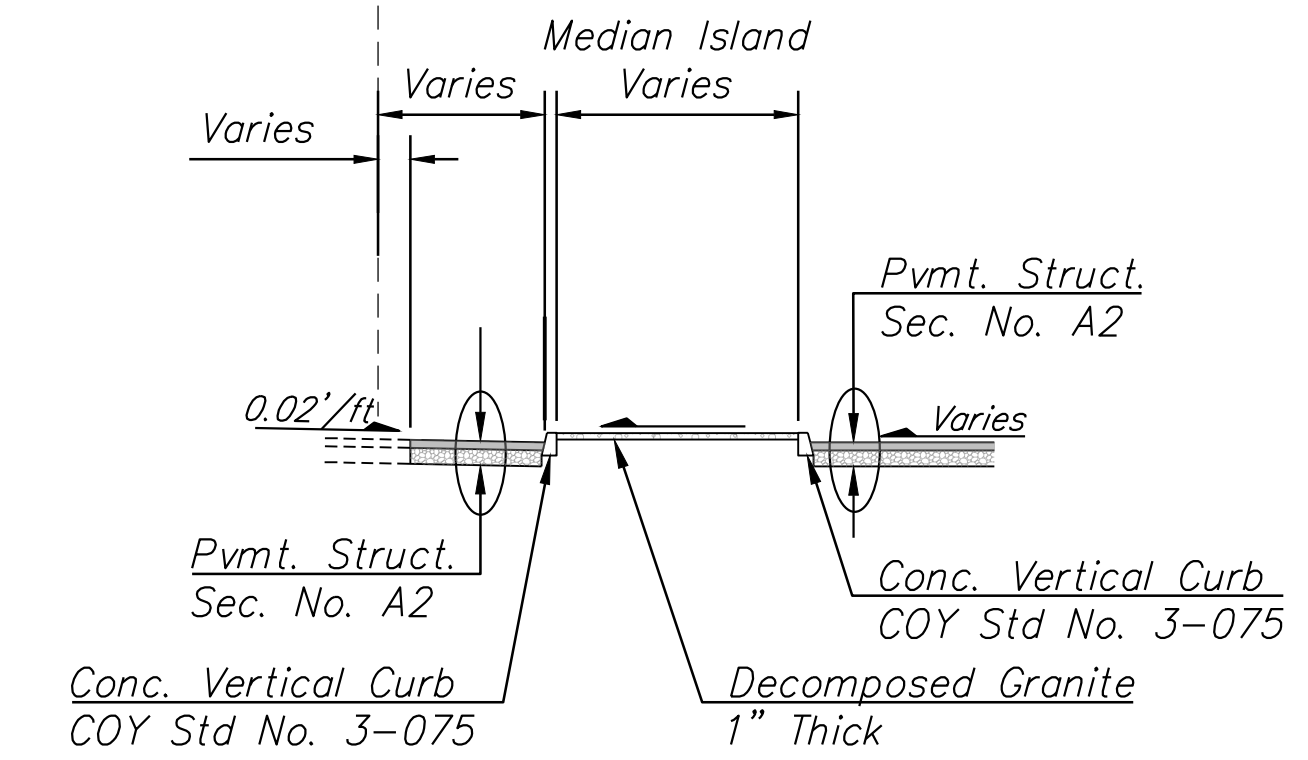
URTUZUASTEGUI STREET  
Archibald Street to Main Street



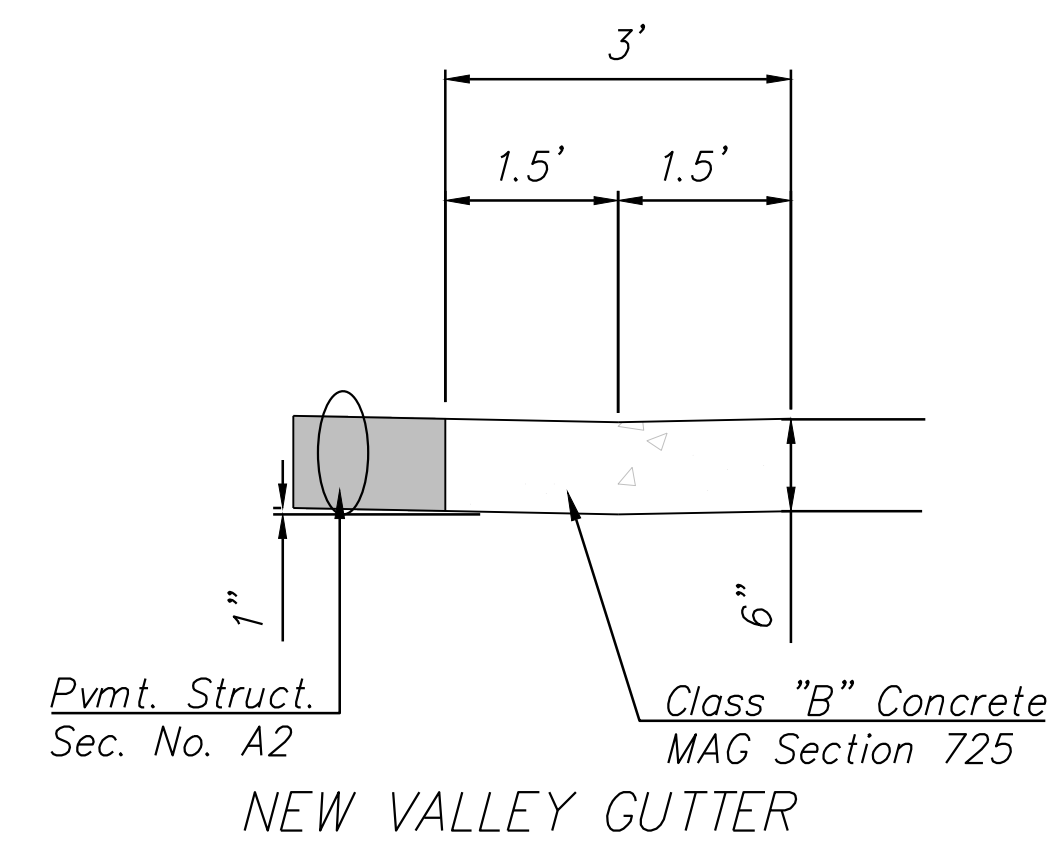
URTUZUASTEGUI STREET  
Sta 14+49 to Sta 16+68



URTUZUASTEGUI STREET  
Roundabout at Main Street



URTUZUASTEGUI STREET  
Sta 17+37 to Sta 17+50

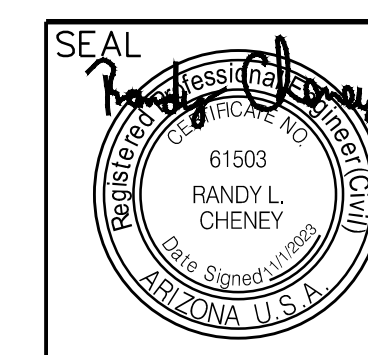


NEW VALLEY GUTTER

Notes:

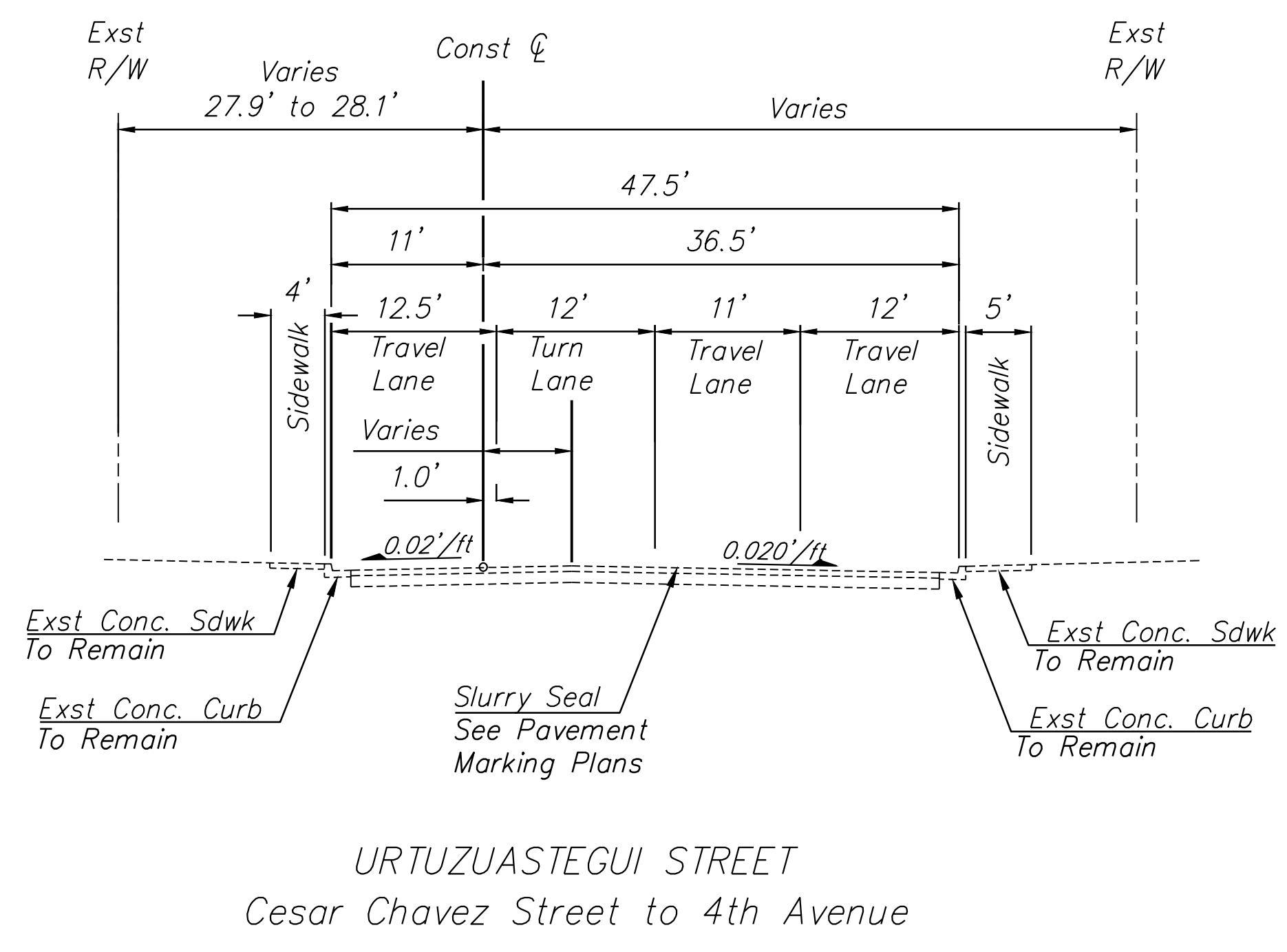
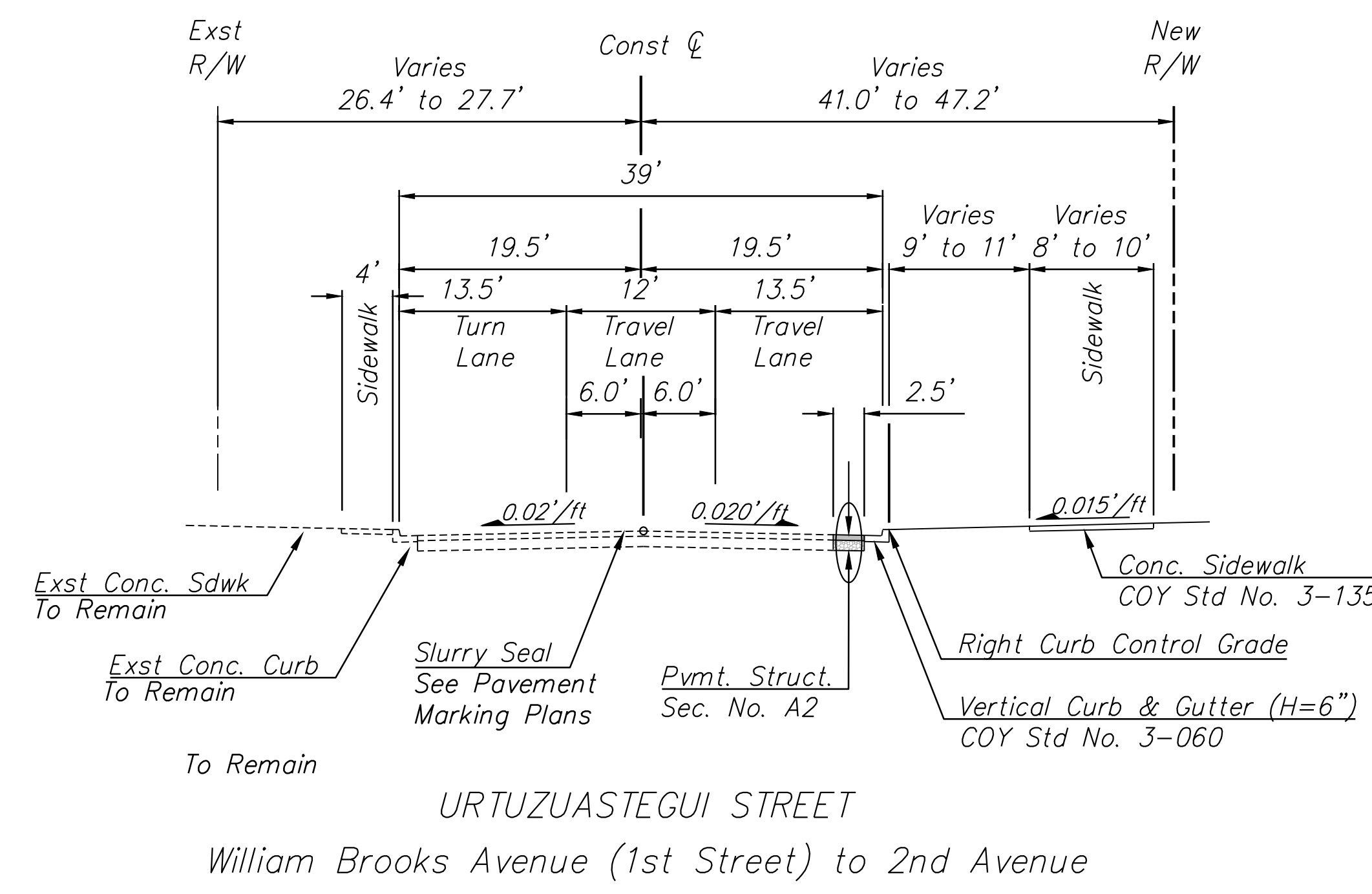
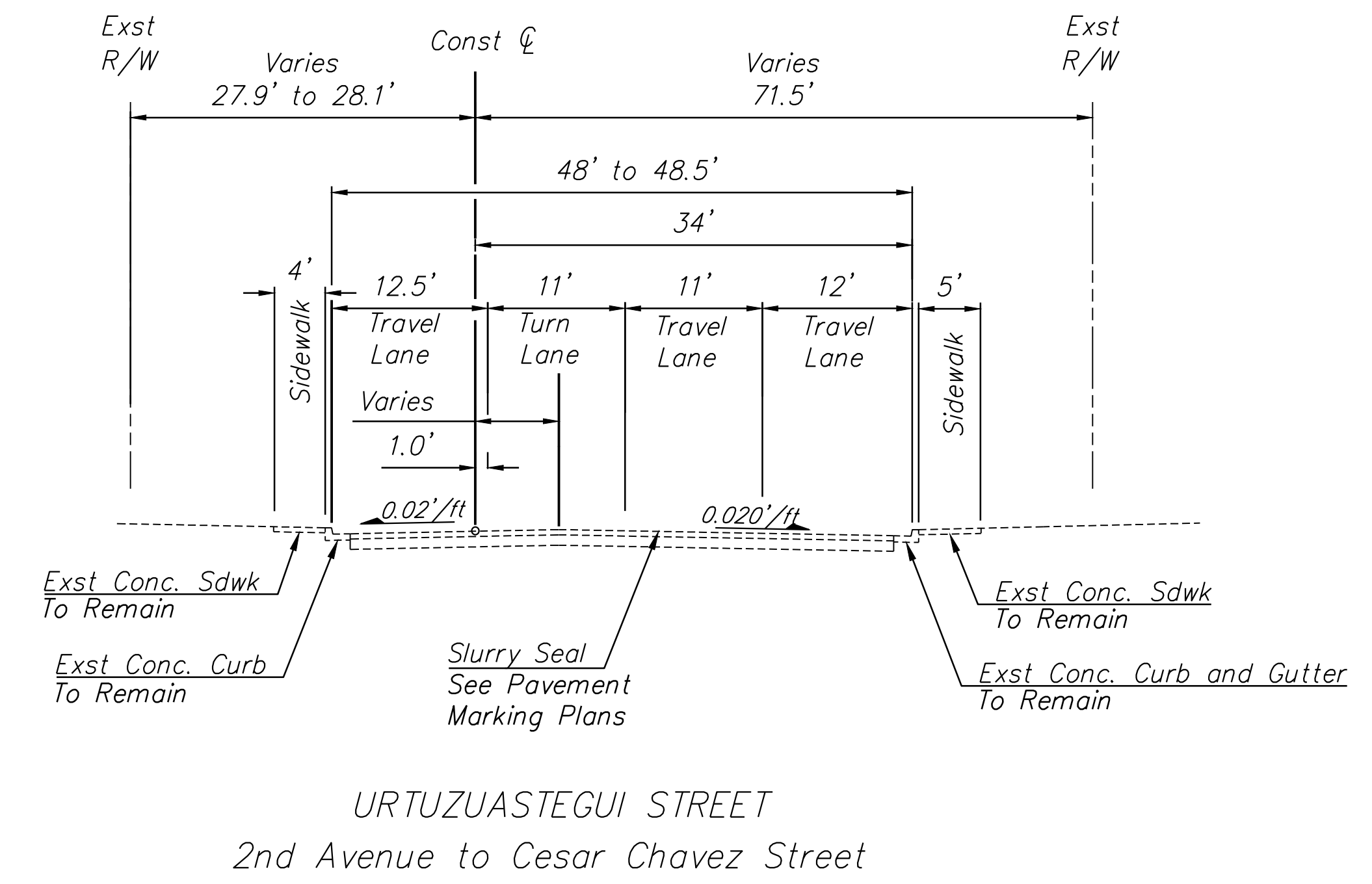
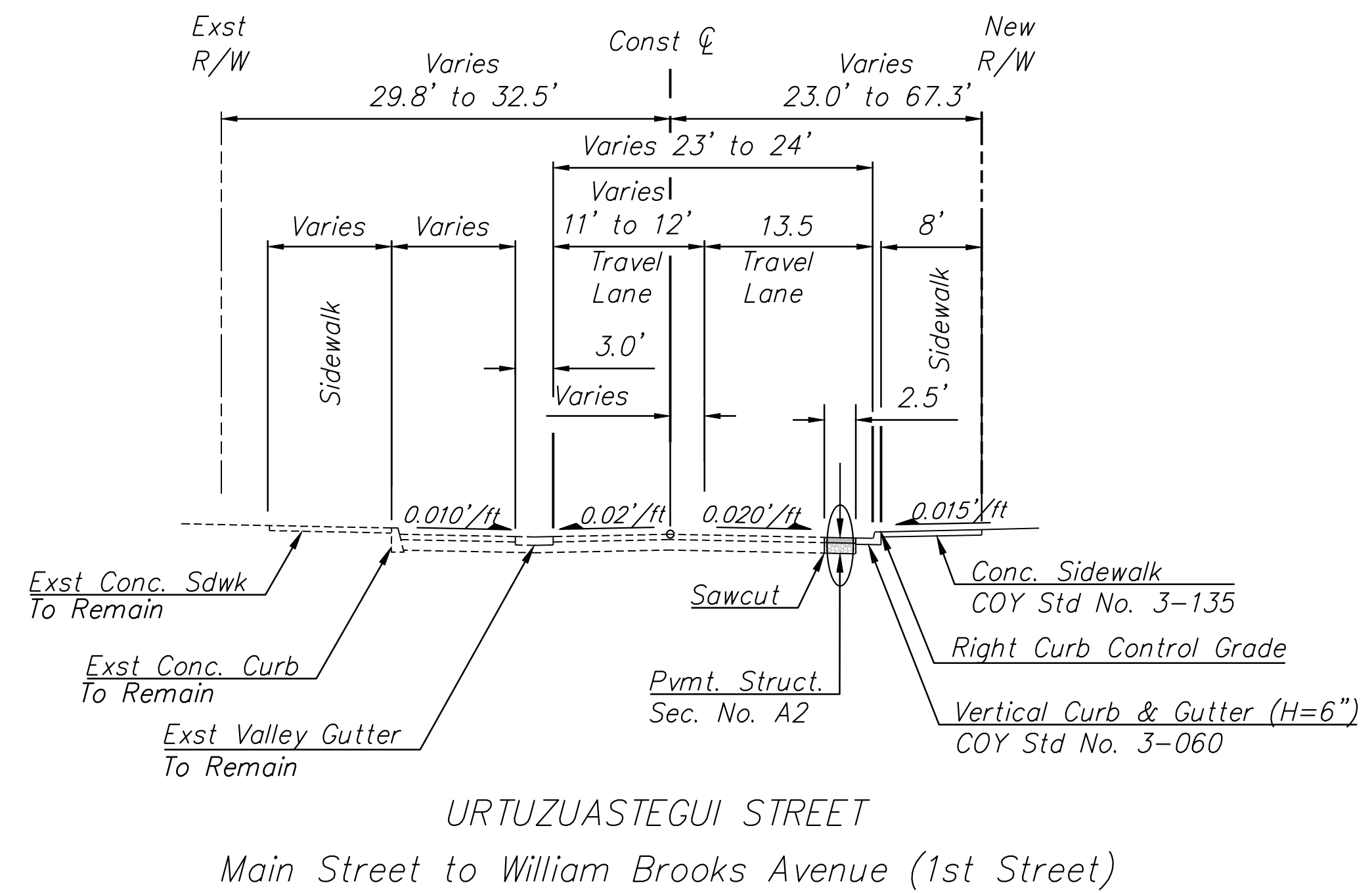
1. See Geometry Sheets for curb information and south Right-of-Way line.
2. Pavement Marking Sheets for striping layout.
3. See Details for Pavement Structural Sections

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DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
TYPICAL SECTIONS		4 OF 38

Plotted - 10/31/2023 10:14:52 AM :: Saved - 8/31/2023 5:43:29 PM :: S:\5\0\020200 - San Luis 1 LPDE\CADD\Design\Sheets\OFFSITE\C4302-SP.dwg :: alejandro.pulido



- Notes:
1. See Geometry Sheets for curb information and south Right-of-Way line.
  2. Pavement Marking Sheets for striping layout.
  3. See Details for Pavement Structural Sections

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	DATE: 11/1/23		C.I.P. NO.
	SAN LUIS I LAND PORT OF ENTRY OFFSITE		
TYPICAL SECTIONS			5 OF 38

STORM DRAIN PIPE SUMMARY TABLE																									
Station and Offset		DESCRIPTION										PIPE MATERIAL						QUANTITIES		REMARKS					
		Plan Reference Number	Controlling Fill Height Range	Size, Corrugated	Size, Smooth	Length (0.00)	Corrugation	Wall Thickness (0.000)	Zinc	Bituminous Coated Zinc	Aluminum	Bituminous Coated Aluminum	Wall Thickness (0.000)	Uncoated	Bituminous Coated	RCP Class - Trench	NRCIP Class	NRCIPCP - Min. Wall Thickness (0)	AASHTO M-294 Type C		AASHTO M-294 Type S	Pipe Excavation (0)	CHDPEP	Pipe Backfill (0) C-13.15	Drainage Excavation (0)
14+51.44, 2.50' RT TO 14+52.95, 6.79' RT		1	3	18	5.26																				EXISTING 18" PIPE TO REMAIN REMOVE 19 LF
17+74.97, 0.42' RT TO 18+01.58, 26.09' RT		2	2	18	37.67																				EXISTING 18" PIPE TO REMAIN REMOVE 17 LF

NOTES:

- PIPE OPTIONS ARE THOSE REQUIRED TO MEET MINIMUM SERVICE LIFE. STORM DRAIN PIPES SHALL BE RCP AND NO OTHER ALTERNATIVES WILL BE CONSIDERED.
- THE ZEROS IN PARENTHESES (0, 0.0, 0.00 & 0.000) INDICATE THE DIMENSIONAL PRECISION FOR THAT COLUMN.
- FOR PIPE PLACEMENT, SEE ADOT STD DWGS C-13.10 & C-13.15.
- PIPE COLLARS ARE CONSIDERED TO BE INCLUDED IN THE PRICE OF THE PIPE.
- ABBREVIATIONS:  
 CSP: CORRUGATED STEEL PIPE  
 CAP: CORRUGATED ALUMINUM PIPE  
 RCP: REINFORCED CONCRETE PIPE  
 NRCIP: NON-REINFORCED CONCRETE PIPE  
 NRCIPCP: NON-REINFORCED CAST-IN-PLACE CONCRETE PIPE  
 CHDPEP: CORRUGATED HIGH-DENSITY POLYETHYLENE PLASTIC PIPE

RANGE NO.	1	2	3	4	5	6	7	8	9	10	11	12
FILL	> 1	3	5	8	11	15	20	25	30	40	55	70
HEIGHT (Ft.)	≤ 3	5	8	11	15	20	25	30	40	55	70	90

SHOULD FIELD CONDITIONS VARY FROM THE RANGE INDICATED, CONTACT DESIGN FOR RE-EVALUATION OF PIPE DESIGN REQUIREMENTS.

A	2 1/2 x 1/2	D	6x2
B	3x1	E	3x1 or 9 x 2 1/2
C	9 x 2 1/2		

CATCH BASIN NUMBER	CATCH BASIN		WING LENGTH		SLOTTED DRAIN			CUTTER INLET ELEVATION	GRATES		INLET PIPE			INLET PIPE			OUTLET PIPE			REMARKS and NOTES	CATCH BASIN NUMBER				
	Station	Type/Detail	Downstation	Upstation	Dia.	Downstation	Upstation		No.	Elevation	Type	Elevation	Elevation	Dia.	Dir.	No.	Elevation	Dia.	Dir.			No.			
	Length																								
1	14+52.95, 6.79' RT	1 15.10	-	-	-	-	-	-	129.81	-	-	-	-	-	-	-	-	-	-	123.73	18	N	1	TYPE 1 SINGLE PER ADOT C-15.10	1
2	18+01.50, 26.09' RT	1 15.10	-	-	-	-	-	-	130.95	-	-	-	-	-	-	-	-	-	-	126.30	18	N	2	TYPE 1 DOUBLE PER ADOT C-15.10	2

Plotted - 10/31/2023 10:15:09 AM :: Saved - 8/31/2023 12:00:20 PM :: S:\5\0\020200 - San Luis I LPOE\CADD\Design\Sheets\OFFSITE\C0004.dwg :: alejandra.pulido

Know what's below.  
Call before you dig.



	<b>PSOMAS</b> 333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
	SCALE: N.T.S. DATE: 11/1/23	APPROVED BY: DRAWN: JV, RC, AP C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE STORM DRAIN SUMMARY		6 OF: 38

# SHEET NOTES

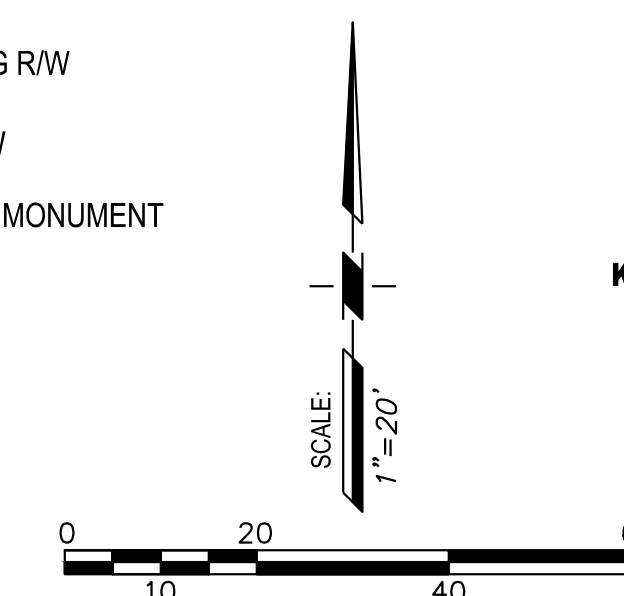
Line Table		
Line #	Length	Bearing
L1	35.39	S62° 54' 42.71"E
L2	6.50	N00° 26' 20.60"E
L3	88.86	S89° 33' 50.37"E
L4	47.59	N71° 00' 13.90"E
L5	68.20	S81° 27' 20.63"E
L6	67.17	S87° 44' 22.49"E
L7	42.63	N78° 27' 11.36"E
L8	42.71	S89° 33' 50.65"E
L9	19.71	S00° 00' 18.28"W
L10	55.87	N90° 00' 00.00"E
L11	12.45	N00° 03' 40.36"E
L12	58.42	S89° 55' 20.30"E
L13	5.35	N00° 30' 36.58"E
L14	19.07	S89° 31' 27.41"E
L15	17.72	S48° 58' 05.40"E
L16	45.35	N90° 00' 00.00"E
L17	12.15	N61° 19' 48.58"E
L18	250.50	S89° 22' 52.22"E
L19	37.73	S51° 38' 27.24"E

Curve Table			
Curve #	Length	Radius	Delta
C1	39.31	35.50	63.44
C2	34.94	25.00	80.08
C3	172.01	991.50	9.94
C4	36.28	50.00	41.57
C5	15.70	10.00	89.96

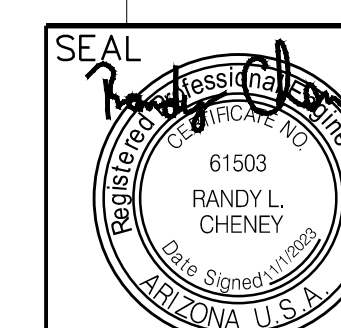
CONTROL POINT				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	542452.41	380914.76	99.85	BEGIN PROJECT
2	542446.87	381681.27	131.60	MAIN ST
3	542446.39	382036.49	132.27	WILLIAM BROOKS AVE
4	542442.77	382371.41	133.11	2ND ST
5	542440.89	382687.40	131.77	CESAR CHAVEZ ST
6	542439.10	383094.76	N/A	END OF PROJECT

## LEGEND

- EXISTING RW
- - - NEW RW
- ▲ SURVEY MONUMENT



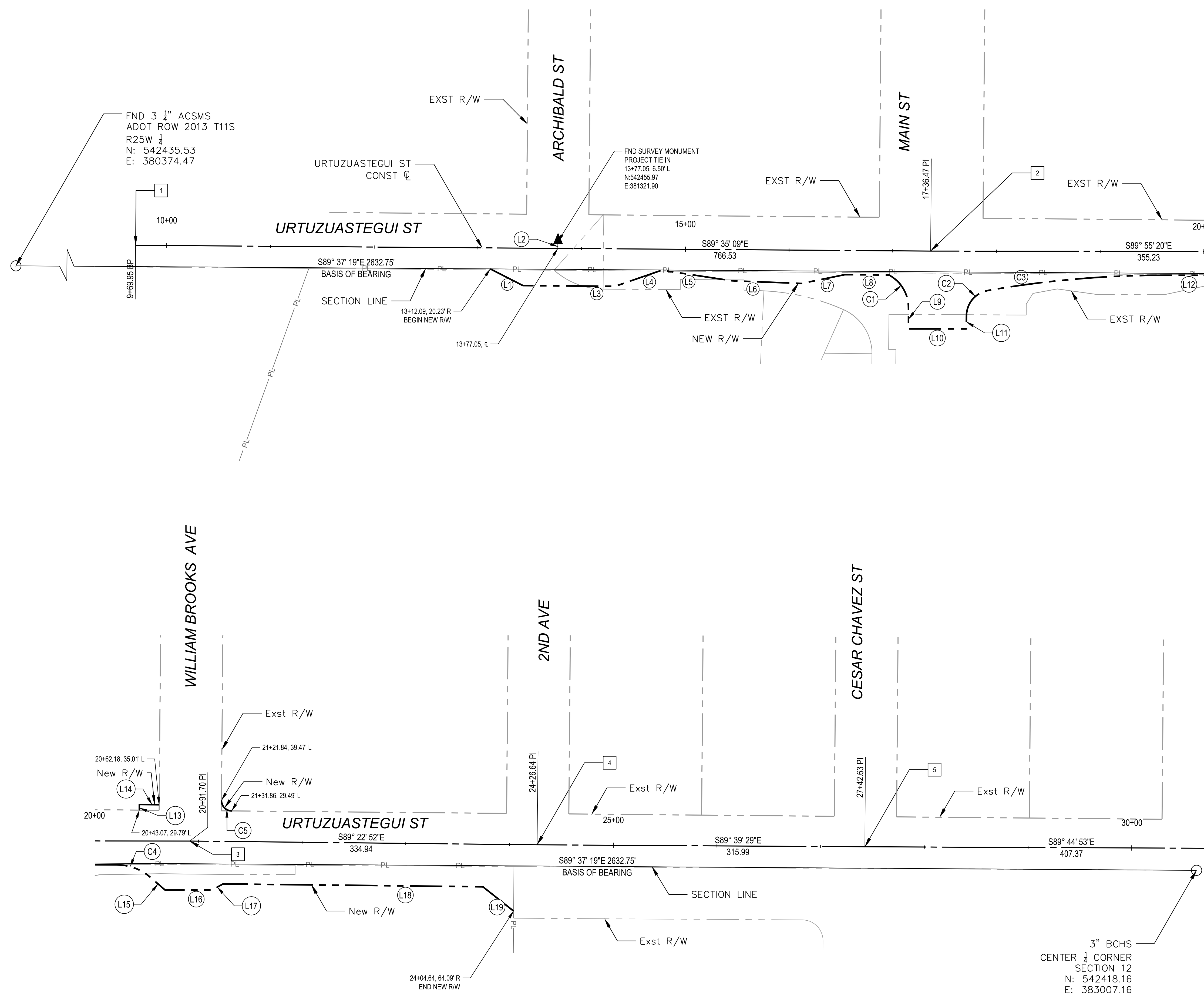
Know what's below.  
Call before you dig.



**PSOMAS**

SCALE: 1"=100' APPROVED BY: RANDY L. CHENEY  
DATE: 11/1/23 DRAWN: JV, RC, AP  
C.I.P. NO.

SAN LUIS I LAND PORT OF ENTRY OFFSITE  
HORIZONTAL CONTROL PLAN 7 OF 38



Plotted - 10/31/2023 10:15:37 AM :: Saved - 8/31/2023 1:56:26 PM :: S:\L\ON202000 - San Luis I Land Port of Entry Offsite\CAD\Drawings\SP.dwg :: alexandra.pulido

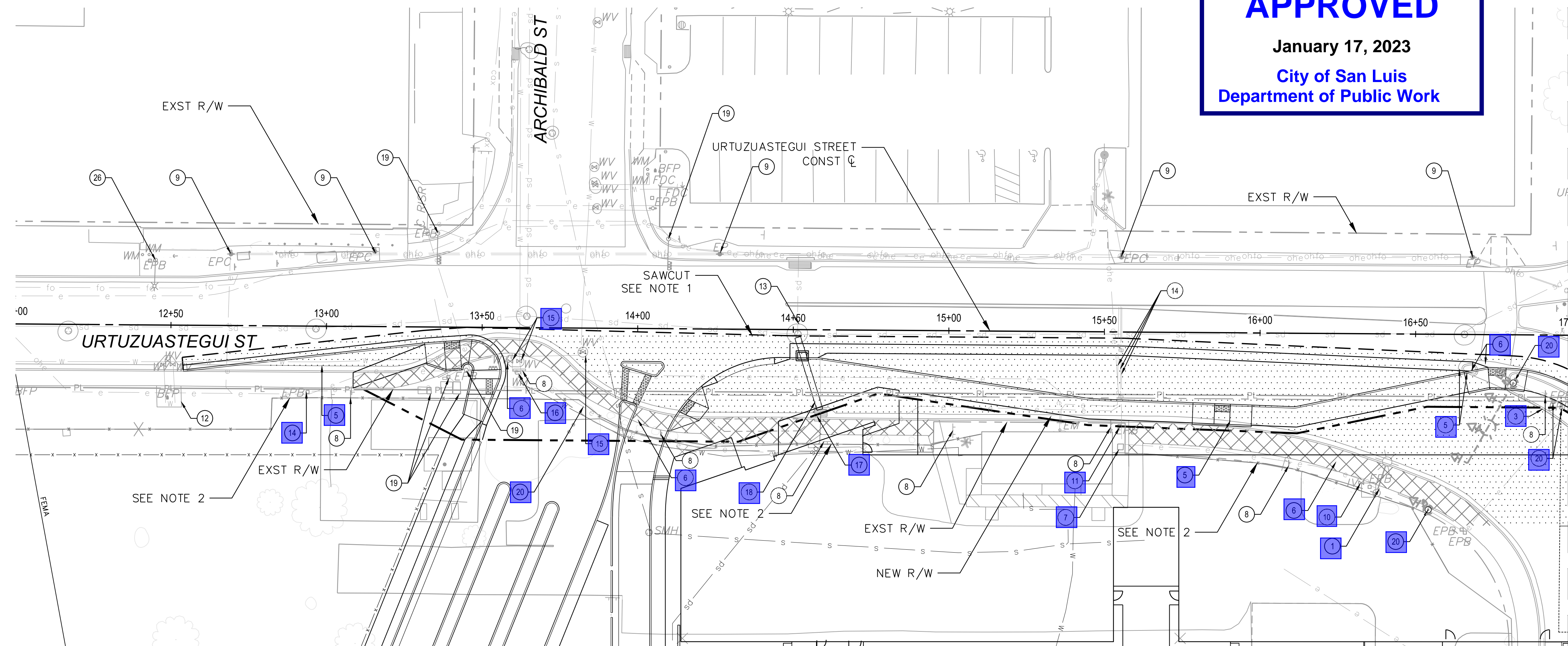
**APPROVED**

January 17, 2023

City of San Luis  
Department of Public Work

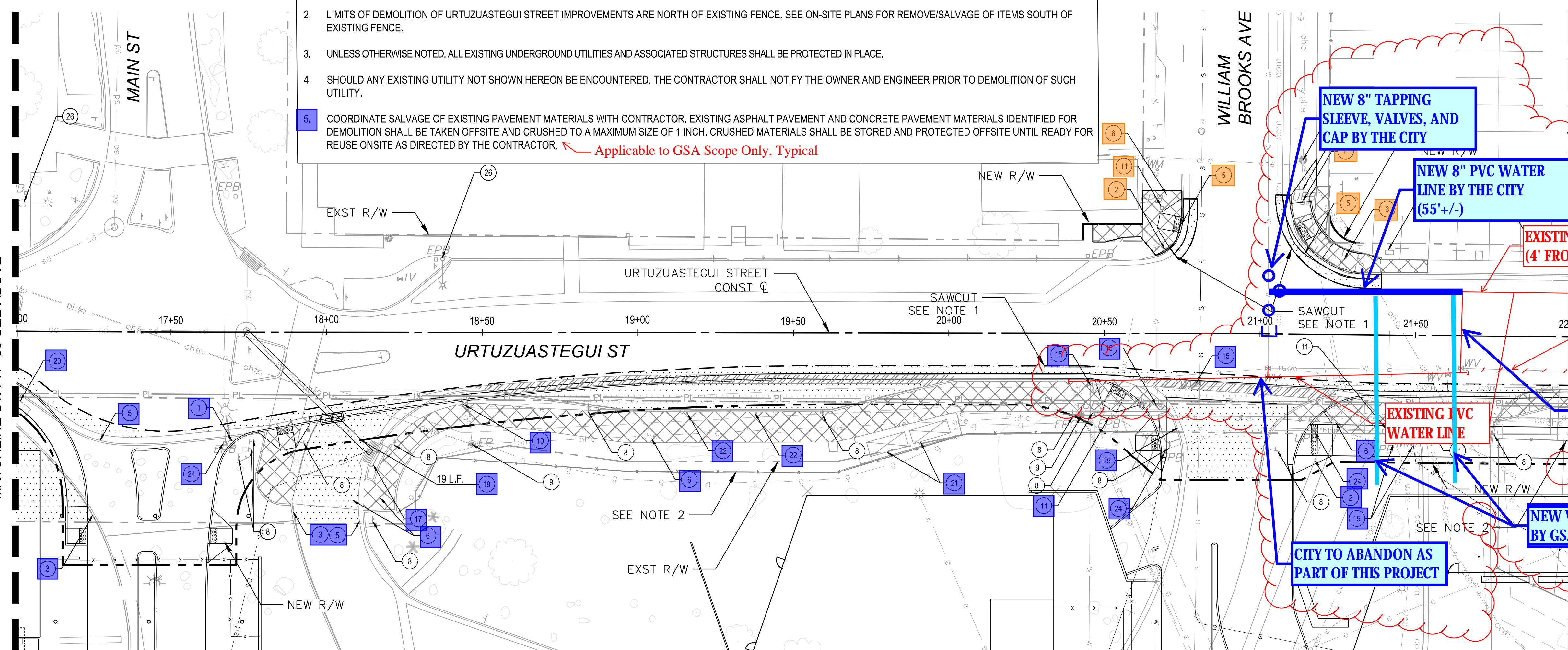
**SHEET NOTES**

- 1 REMOVE EXISTING LIGHT. REMOVE EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING SEE LIGHTING PLAN FOR MORE INFORMATION.
- 2 REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE, IRON FENCE AND GATES, INCLUDING FOUNDATIONS.
- 3 REMOVE AND DISPOSE EXISTING CONCRETE CURB.
- 4 REMOVE AND DISPOSE EXISTING SITE/RETAINING WALLS AND FOUNDATIONS.
- 5 REMOVE AND DISPOSE EXISTING CONCRETE CURB AND GUTTER.
- 6 REMOVE AND DISPOSE EXISTING SIDEWALK/CONCRETE, PAVER PLATFORMS AND BASE, FULL DEPTH. SEE DEMO NOTE 5.
- 7 RELOCATE EXISTING SERVICE METER FOR TRAFFIC SIGNAL CONTROLLER AT ARCHIBALD ST. AND STREET LIGHTS. SEE TRAFFIC SIGNAL PLANS.
- 8 EXISTING SIGNS SEE SIGNING PLANS.
- 9 PROTECT IN PLACE EXISTING OVERHEAD UTILITY POLE.
- 10 EXISTING IRRIGATION VALVE, TO BE REMOVED
- 11 ADJUST TO FINISHED GRADE MISCELLANEOUS DRY UTILITY EQUIPMENT, PULL BOXES, MANHOLES.
- 12 PROTECT IN PLACE EXISTING WET UTILITY STRUCTURE.
- 13 EXISTING STORM DRAIN MANHOLE, RESET TO FINISHED GRADE.
- 14 PROTECT IN PLACE EXISTING MISCELLANEOUS DRY UTILITY EQUIPMENT, PULL BOXES, AND CONDUIT.
- 15 EXISTING WET UTILITY (VALVES, METERS) ADJUST TO FINISHED GRADE.
- 16 REMOVE EXISTING WATER METER.
- 17 REMOVE AND DISPOSE EXISTING STORM DRAIN CATCH BASIN.
- 18 REMOVE AND DISPOSE EXISTING STORM DRAIN PIPE. SEE STORM DRAIN PLAN.
- 19 PROTECT IN PLACE EXISTING TRAFFIC SIGNAL EQUIPMENT, POLE, ARM, FOUNDATION, EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING. SEE TRAFFIC SIGNAL PLAN FOR MORE INFORMATION.
- 20 REMOVE EXISTING TRAFFIC SIGNAL POLE, MAST ARM, AND FOUNDATION. EXISTING CONTROLLER CABINET, CABINET FOUNDATION, EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING SEE TRAFFIC SIGNAL PLAN.
- 21 REMOVE AND DISPOSE EXISTING STRUCTURES, CANOPY, COLUMNS, MISC. EQUIPMENT, AND CONCRETE BARRIERS, INCLUDING FOUNDATIONS WHERE APPLICABLE.
- 22 REMOVE AND DISPOSE EXISTING BOLLARDS/POSTS, FULL DEPTH INCLUDING FOUNDATION.
- 23 SEE SEPARATE ONSITE FOR WORK OUTSIDE EXISTING STREET RIGHT-OF-WAY.
- 24 REMOVE EXISTING PULLBOX, SEE LIGHTING OR TRAFFIC SIGNAL SHEETS.
- 25 REMOVE AND DISPOSE EXISTING SIDEWALK SCUPPER.
- 26 PROTECT IN PLACE EXISTING LIGHT POLE, PULL BOXES, AND CONDUIT.



**DEMOLITION NOTES**

1. SEE GEOMETRY PLANS FOR STATION/OFFSET OF SAWCUT LINE.
2. LIMITS OF DEMOLITION OF URTZUASTEGUI STREET IMPROVEMENTS ARE NORTH OF EXISTING FENCE. SEE ON-SITE PLANS FOR REMOVE/SALVAGE OF ITEMS SOUTH OF EXISTING FENCE.
3. UNLESS OTHERWISE NOTED, ALL EXISTING UNDERGROUND UTILITIES AND ASSOCIATED STRUCTURES SHALL BE PROTECTED IN PLACE.
4. SHOULD ANY EXISTING UTILITY NOT SHOWN HEREON BE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER PRIOR TO DEMOLITION OF SUCH UTILITY.
5. COORDINATE SALVAGE OF EXISTING PAVEMENT MATERIALS WITH CONTRACTOR. EXISTING ASPHALT PAVEMENT AND CONCRETE PAVEMENT MATERIALS IDENTIFIED FOR DEMOLITION SHALL BE TAKEN OFFSITE AND CRUSHED TO A MAXIMUM SIZE OF 1 INCH. CRUSHED MATERIALS SHALL BE STORED AND PROTECTED OFFSITE UNTIL READY FOR REUSE ONSITE AS DIRECTED BY THE CONTRACTOR. ← Applicable to GSA Scope Only, Typical



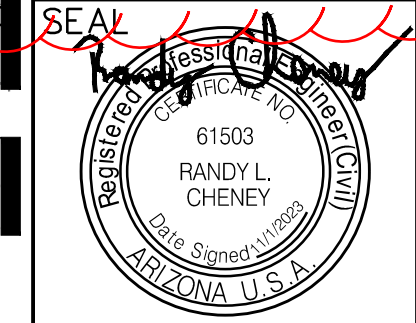
**LEGEND**

- REMOVE EXISTING ASPHALT PAVEMENT, AGGREGATE BASE TO THE FULL DEPTH, AND PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- EXISTING CONCRETE PAVEMENT, AGGREGATE PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- REMOVE EXIST. CONCRETE V-GUTTER

Know what's below.  
Call before you dig.



SCALE: 1"=20'

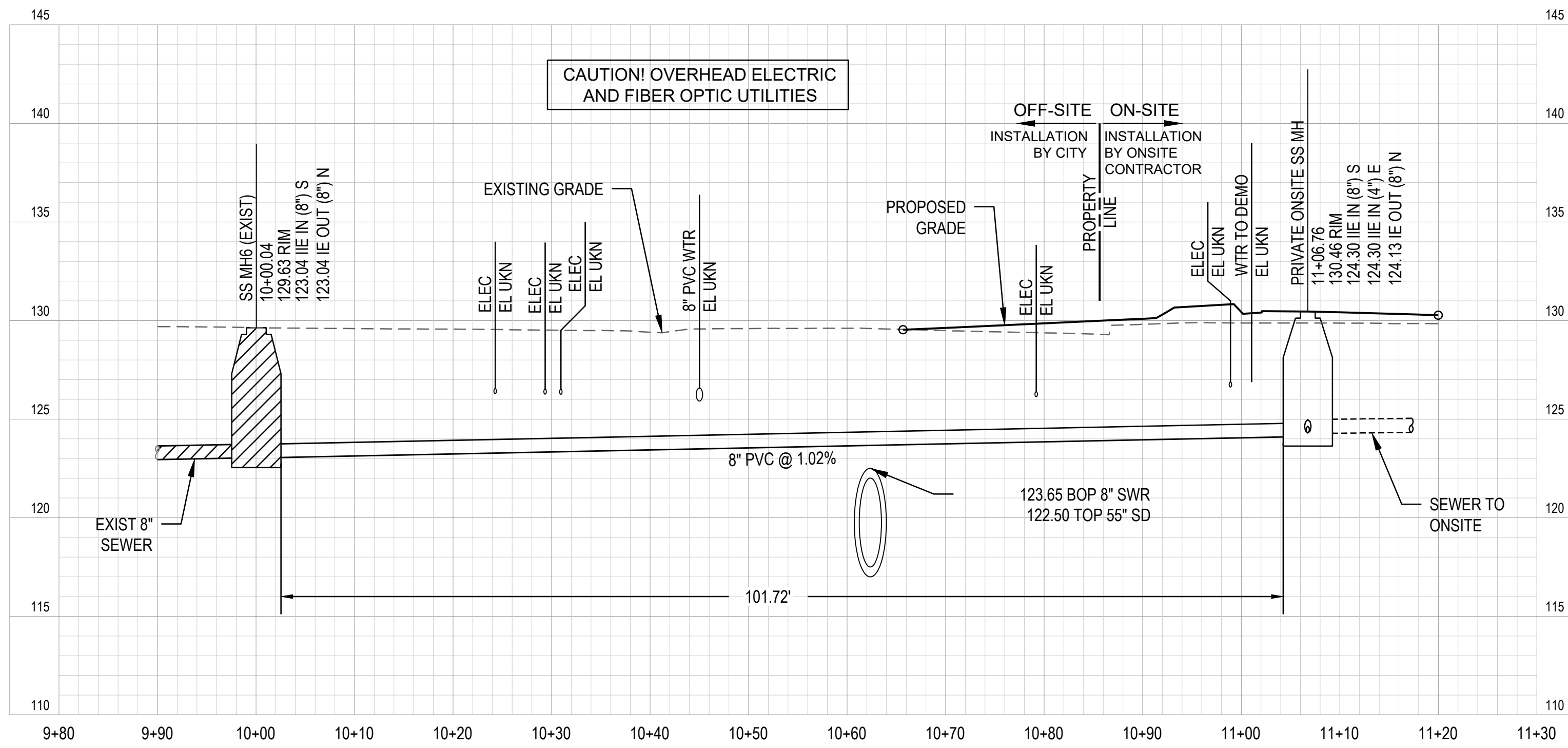


**PSOMAS**  
333 E WETMORE ROAD,  
SUITE 450  
TUCSON, AZ 85705  
520.292.2300

SCALE: 1"=20'    APPROVED BY:    DRAWN: JV, RC, AP  
DATE: 11/1/23    RANDY L. CHENEY    C.I.P. NO.

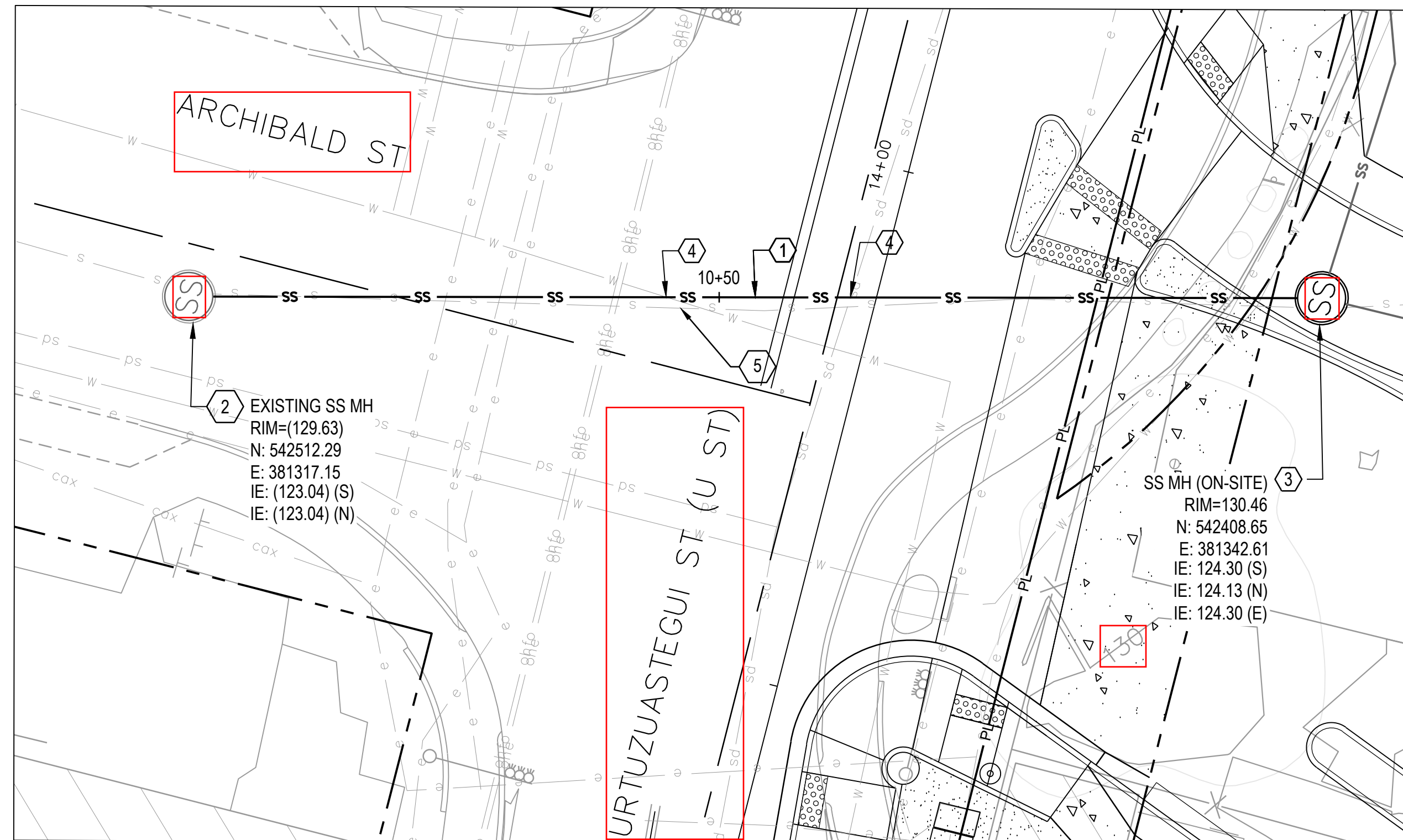
SAN LUIS I LAND PORT OF ENTRY OFFSITE  
DEMOLITION PLAN    8 OF: 38

Plotted - 10/31/2023 10:17:03 AM :: Saved - 8/31/2023 5:52:44 PM :: S:\5\ON20200 - San Luis 1 LP\OE\CADD\Design\Sheets\OFFSITE\CK102-SP.dwg :: oleandro.pulido



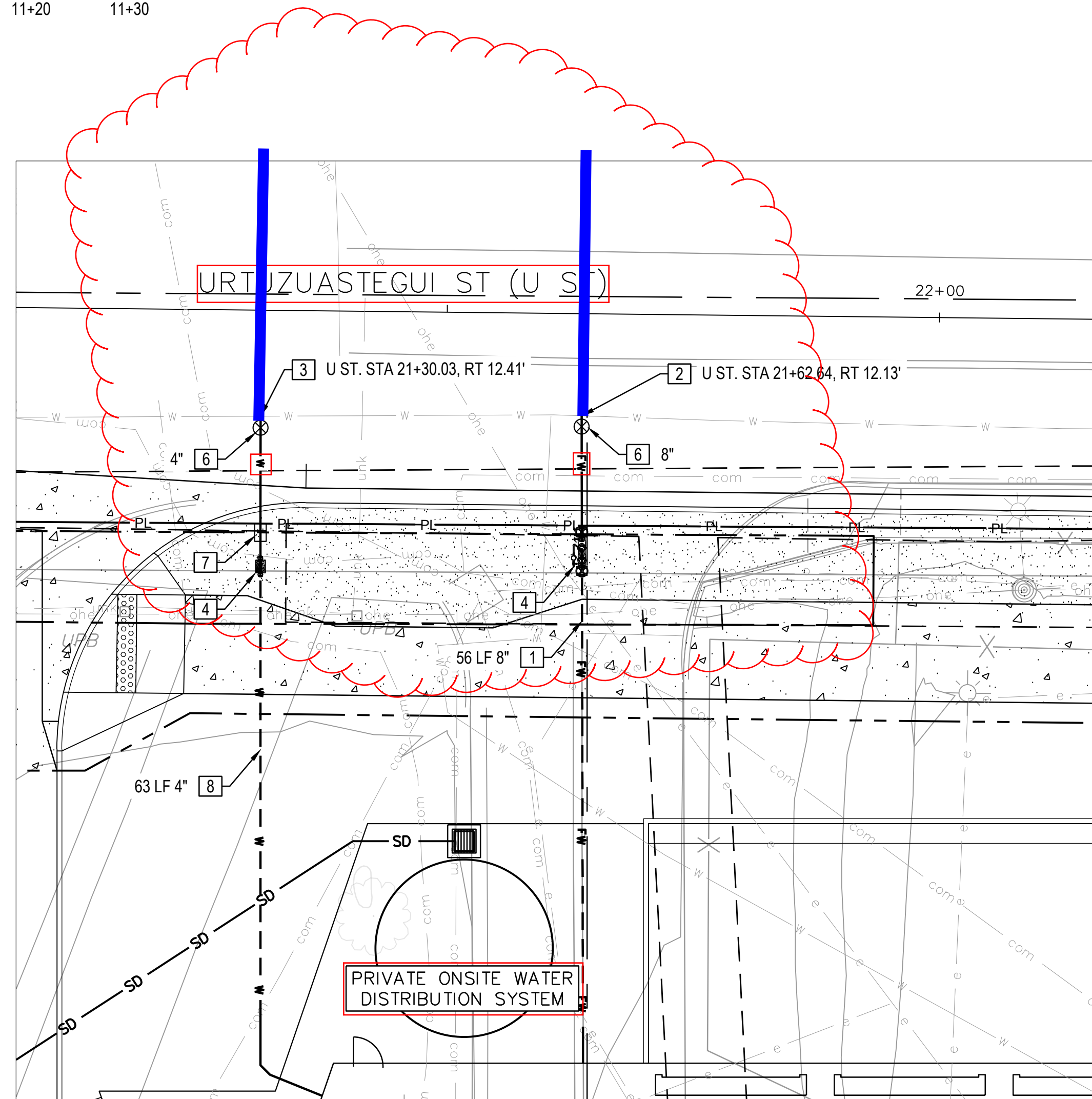
**8" SEWER CONNECTION PROFILE**

SCALE: 1"=10' H  
1"=5' V



**8" SEWER CONNECTION PLAN**

SCALE OF FEET  
1"=10'



**DOMESTIC WATER & FIRE CONNECTION PLAN**

SCALE OF FEET  
1"=10'

**SHEET NOTES**

- SEWER NOTES:**
- PVC SEWER LINE (SDR 35), SIZE, LENGTH AND SLOPE PER PLAN AND PROFILE. PIPE BEDDING AND TRENCH PER CITY OF YUMA STD DETAIL 5-010.
  - CONNECT SEWER TO EXISTING MANHOLE PER SPPWC 208-3. CONTRACTOR SHALL VERIFY EXISTING INVERT OUT TO ENSURE 0.10' IF DROP ACROSS THE MANHOLE.
  - SANITARY SEWER MANHOLE PER CITY OF YUMA STD DETAIL 6-020.
  - UTILITY CROSSING. SEE PROFILE FOR CROSSING ELEVATION INFORMATION.
  - REMOVE EXISTING 4" DIAMETER SEWER CONNECTION.
- WATER NOTES:**
- PVC WATER LINE (C900) CL 235, SIZE AND LENGTH PER PLAN. PIPE BEDDING AND TRENCH PER CITY OF YUMA STD DETAIL 5-010.
  - 8" X 8" WET TAP (8" X 8" TAPPING SADDLE) WITH THRUST BLOCK PER CITY OF YUMA STD DETAIL 5-020 AND 5-025, STREET C/L STATION AND OFFSET PER PLAN. TAPPING SADDLE AND WATERLINE TO PROPERTY LINE TO BE SUPPLIED AND INSTALLED BY CITY FORCES.
  - 8" X 4" WET TAP (8" X 4" TAPPING SADDLE) WITH THRUST BLOCK PER CITY OF YUMA STD DETAIL 5-040 AND 5-020, STREET C/L STATION AND OFFSET PER PLAN. WATER SERVICE CONNECTION AND METER TO BE SUPPLIED AND INSTALLED BY CITY FORCES.
  - PRIVATE BACKFLOW ASSEMBLY, SHOWN FOR REFERENCE ONLY.
  - PVC WATER LINE (SCHEDULE 80), SIZE AND LENGTH PER PLAN. PIPE BEDDING AND TRENCH PER CITY OF YUMA STD DETAIL 5-010.
  - GATE VALVE TO BE INSTALLED BY CITY FORCES, SIZE PER PLAN.
  - 3" DOMESTIC METER PER CITY OF YUMA STD DETAIL 5-050 TO BE INSTALLED PER CITY FORCES.

**APPROVED**  
January 17, 2023  
City of San Luis  
Department of Public Work

**LEGEND**

- w — WATER LINE TO BE INSTALLED BY CITY
- fw — FIRE WATER LINE TO BE INSTALLED BY CITY
- ss — SANITARY SEWER LINE
- SS SEWER MANHOLE
- SS EXISTING SEWER MANHOLE
- SC SEWER CLEANOUT
- - - UTILITY EASEMENT LINE
- PL — PROPERTY LINE
- - - ADOT ROW EASEMENT LINE
- W DOMESTIC WATER TO BE INSTALLED BY ONSITE CONTRACTOR
- FW FIRE WATER LINE TO BE INSTALLED BY ONSITE CONTRACTOR

**GENERAL NOTES**

- MAINTAIN 7' CLEARANCE BETWEEN DOMESTIC WATER AND SANITARY SEWER PIPES CENTERLINES IN ACCORDANCE WITH CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWING NO. 5-022.
- DEPTH OF COVER BASED ON FINISHED SURFACE. ELEVATION IN ULTIMATE CONDITION.
- EXISTING UTILITY LOCATIONS, SIZES, AND DEPTHS SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- PROVIDE PEDESTRIAN AND TRAFFIC RATED RIMS AND COVERS FOR RELOCATED OR ADJUSTED UTILITY STRUCTURES.
- MAINTAIN 12-INCH MINIMUM VERTICAL SEPARATION BETWEEN WATER LATERALS AND ANY OTHER UTILITIES.
- TRENCHING AND PAVEMENT RESTORATION SHALL BE PROVIDED IN KIND.
- WATER MAIN IMPROVEMENTS WITHIN URTUZUASTEGUI ST. WILL BE PERFORMED PRIOR TO DOMESTIC AND FIRE SERVICE CONNECTIONS.

SEAL  90% PRELIMINARY NOT FOR CONSTRUCTION	<b>PSOMAS</b>			401 B STREET #1600 WELLS FARGO PLAZA SAN DIEGO, CA 92101 619.961.2800
	SCALE:	APPROVED BY:	DRAWN: AY, KG	
	DATE: 5/10/23		C.I.P. NO.	
	SAN LUIS   LAND PORT OF ENTRY OFFSITE			
PUBLIC SEWER AND WATER UTILITY CONNECTION				OF: 35

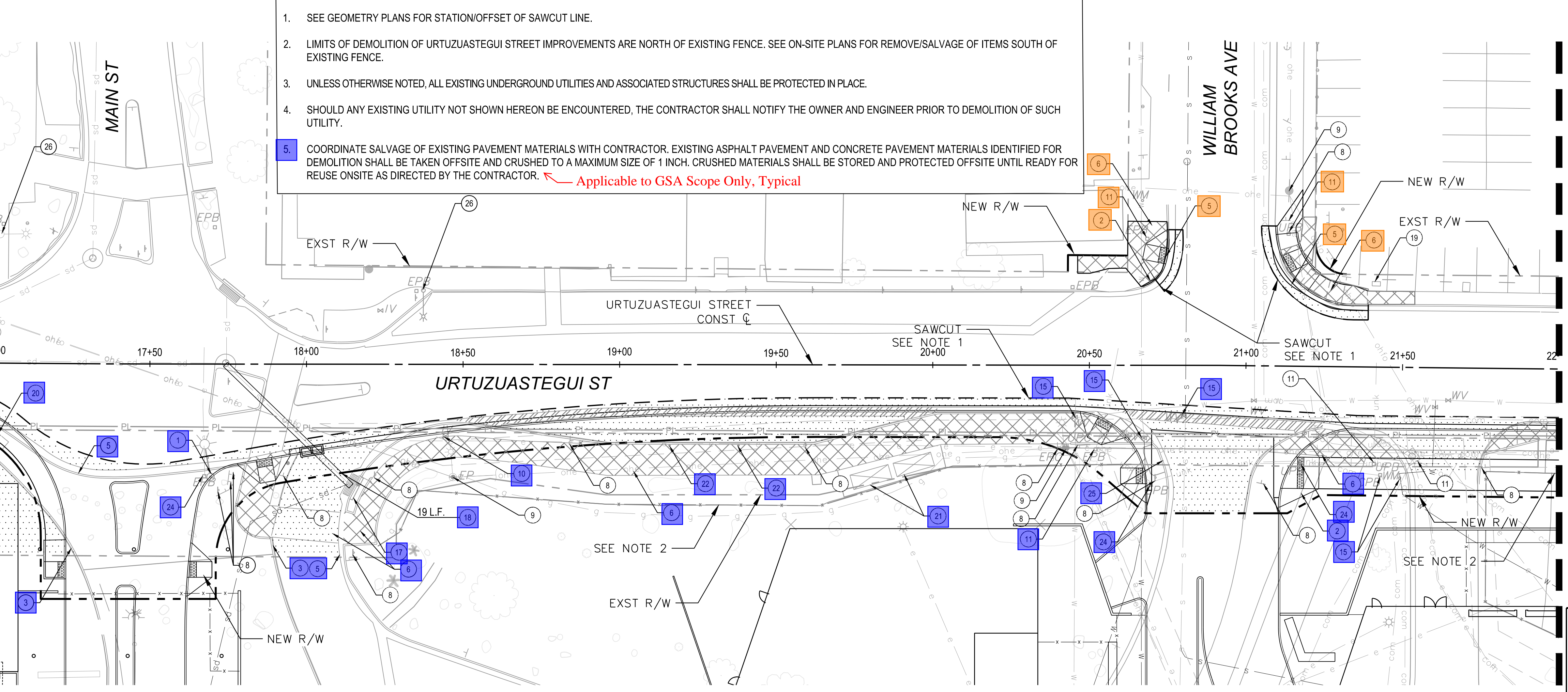
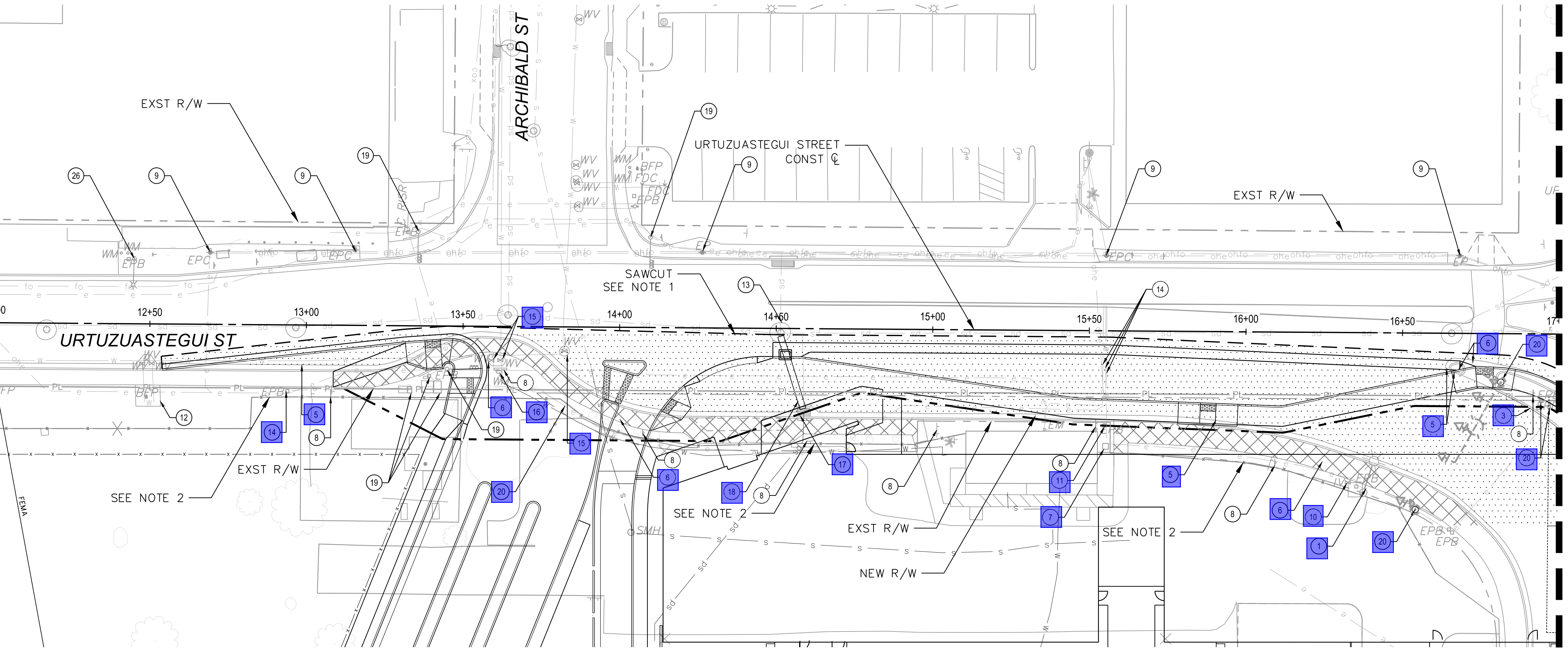
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### SHEET NOTES

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MATCHLINE STA 17+00 SEE BELOW

MATCHLINE STA 22+00 SEE SHEET 9

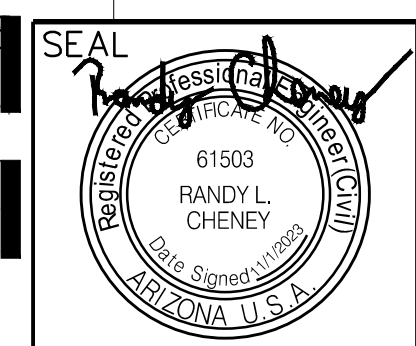
### LEGEND

- REMOVE EXISTING ASPHALT PAVEMENT, AGGREGATE BASE TO THE FULL DEPTH, AND PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- REMOVE EXISTING CONCRETE PAVEMENT, AGGREGATE BASE, AND PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- REMOVE EXIST CONCRETE V-GUTTER

Know what's below. Call before you dig.



SCALE: 1"=20'



<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP	
DATE: 11/1/23		C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
DEMOLITION PLAN		8 OF: 38	

Plotted - 10/31/2023 10:18:08 AM :: Saved - 8/31/2023 5:52:41 PM :: S:\LPCAD\2020\2020 - San Luis 1 LP\OE\CADD\Design\Sheets\OFFSITE\C103-SP.dwg :: oledpro.plt

### SHEET NOTES

- ① REMOVE EXISTING LIGHT. REMOVE EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING SEE LIGHTING PLAN FOR MORE INFORMATION.
- ② REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE, IRON FENCE AND GATES, INCLUDING FOUNDATIONS.
- ③ REMOVE AND DISPOSE EXISTING CONCRETE CURB.
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- ⑤ REMOVE AND DISPOSE EXISTING CONCRETE CURB AND GUTTER.
- ⑥ REMOVE AND DISPOSE EXISTING SIDEWALK/CONCRETE, PAVER PLATFORMS AND BASE, FULL DEPTH. SEE DEMO NOTE 5.
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- ⑮ EXISTING WET UTILITY (VALVES, METERS) ADJUST TO FINISHED GRADE.
- ⑯ REMOVE EXISTING WATER METER.
- ⑰ REMOVE AND DISPOSE EXISTING STORM DRAIN CATCH BASIN.
- ⑱ REMOVE AND DISPOSE EXISTING STORM DRAIN PIPE. SEE STORM DRAIN PLAN.
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- ⑳ REMOVE EXISTING TRAFFIC SIGNAL POLE, MAST ARM, AND FOUNDATION. EXISTING CONTROLLER CABINET, CABINET FOUNDATION, EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING SEE TRAFFIC SIGNAL PLAN.
- ㉑ REMOVE AND DISPOSE EXISTING STRUCTURES, CANOPY, COLUMNS, MISC. EQUIPMENT, AND CONCRETE BARRIERS, INCLUDING FOUNDATIONS WHERE APPLICABLE.
- ㉒ REMOVE AND DISPOSE EXISTING BOLLARDS/POSTS, FULL DEPTH INCLUDING FOUNDATION.
- ㉓ SEE SEPARATE ONSITE FOR WORK OUTSIDE EXISTING STREET RIGHT-OF-WAY.
- ㉔ REMOVE EXISTING PULLBOX. SEE LIGHTING OR TRAFFIC SIGNAL SHEETS.
- ㉕ REMOVE AND DISPOSE EXISTING SIDEWALK SCUPPER.
- ㉖ PROTECT IN PLACE EXISTING LIGHT POLE, PULL BOXES, AND CONDUIT.
- ㉗ EXISTING TRANSFORMER TO BE REMOVED BY APS.

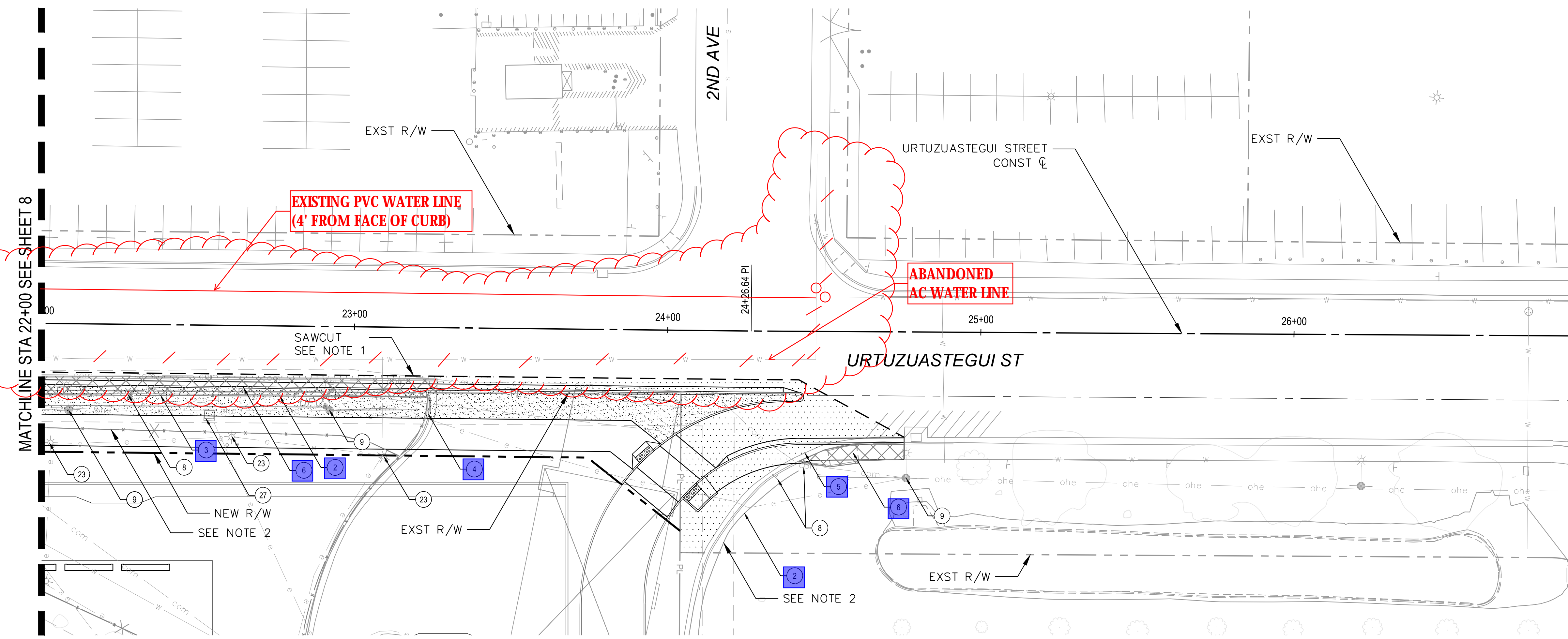
### LEGEND

- REMOVE EXISTING ASPHALT PAVEMENT, AGGREGATE BASE TO THE FULL DEPTH, AND PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- REMOVE EXISTING CONCRETE PAVEMENT, AGGREGATE BASE, AND PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- REMOVE EXIST CONCRETE V-GUTTER

**Know what's below.  
Call before you dig.**



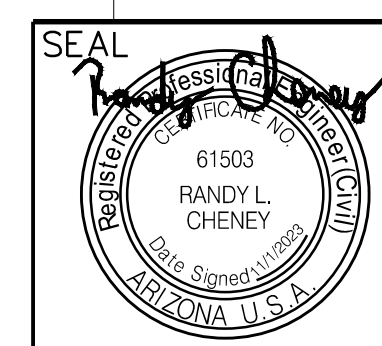
SCALE: 1"=20'



#### DEMOLITION NOTES

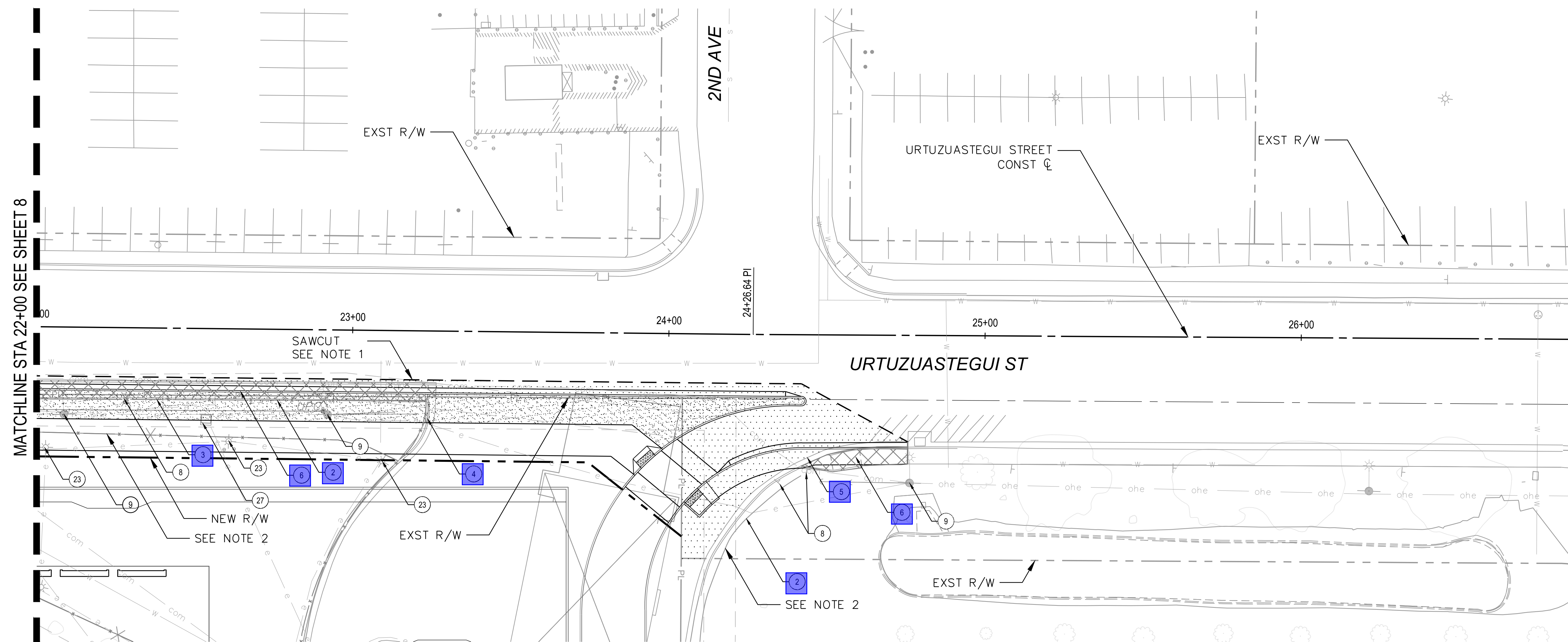
1. SEE GEOMETRY PLANS FOR STATION/OFFSET OF SAWCUT LINE.
2. LIMITS OF DEMOLITION OF URTUZUASTEGUI STREET IMPROVEMENTS ARE NORTH OF EXISTING FENCE. SEE ON-SITE PLANS FOR REMOVE/SALVAGE OF ITEMS SOUTH OF EXISTING FENCE.
3. UNLESS OTHERWISE NOTED, ALL EXISTING UNDERGROUND UTILITIES AND ASSOCIATED STRUCTURES SHALL BE PROTECTED IN PLACE.
4. SHOULD ANY EXISTING UTILITY NOT SHOWN HEREON BE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER PRIOR TO DEMOLITION OF SUCH UTILITY.
5. COORDINATE SALVAGE OF EXISTING PAVEMENT MATERIALS WITH CONTRACTOR. EXISTING ASPHALT PAVEMENT AND CONCRETE PAVEMENT MATERIALS IDENTIFIED FOR DEMOLITION SHALL BE TAKEN OFFSITE AND CRUSHED TO A MAXIMUM SIZE OF 1 INCH. CRUSHED MATERIALS SHALL BE STORED AND PROTECTED OFFSITE UNTIL READY FOR REUSE ONSITE AS DIRECTED BY THE CONTRACTOR.

**APPROVED**  
 January 17, 2023  
 City of San Luis  
 Department of Public Work



<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP
DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
DEMOLITION PLAN		9 OF: 38

Plotted - 10/31/2023 10:18:08 AM :: Saved - 8/31/2023 5:52:41 PM :: S:\A\CON20200 - San Luis 1 LPDE\CADD\Design\Sheets\OFFSITE\CX103-SP.dwg :: oie.pndro.pulido



**DEMOLITION NOTES**

1. SEE GEOMETRY PLANS FOR STATION/OFFSET OF SAWCUT LINE.
2. LIMITS OF DEMOLITION OF URTUZAATEGUI STREET IMPROVEMENTS ARE NORTH OF EXISTING FENCE. SEE ON-SITE PLANS FOR REMOVE/SALVAGE OF ITEMS SOUTH OF EXISTING FENCE.
3. UNLESS OTHERWISE NOTED, ALL EXISTING UNDERGROUND UTILITIES AND ASSOCIATED STRUCTURES SHALL BE PROTECTED IN PLACE.
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5. COORDINATE SALVAGE OF EXISTING PAVEMENT MATERIALS WITH CONTRACTOR. EXISTING ASPHALT PAVEMENT AND CONCRETE PAVEMENT MATERIALS IDENTIFIED FOR DEMOLITION SHALL BE TAKEN OFFSITE AND CRUSHED TO A MAXIMUM SIZE OF 1 INCH. CRUSHED MATERIALS SHALL BE STORED AND PROTECTED OFFSITE UNTIL READY FOR REUSE ONSITE AS DIRECTED BY THE CONTRACTOR.

**SHEET NOTES**

1. REMOVE EXISTING LIGHT. REMOVE EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING SEE LIGHTING PLAN FOR MORE INFORMATION.
2. REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE, IRON FENCE AND GATES, INCLUDING FOUNDATIONS.
3. REMOVE AND DISPOSE EXISTING CONCRETE CURB.
4. REMOVE AND DISPOSE EXISTING SITE/RETAINING WALLS AND FOUNDATIONS.
5. REMOVE AND DISPOSE EXISTING CONCRETE CURB AND GUTTER.
6. REMOVE AND DISPOSE EXISTING SIDEWALK/CONCRETE, PAVER PLATFORMS AND BASE, FULL DEPTH. SEE DEMO NOTE 5.
7. RELOCATE EXISTING SERVICE METER FOR TRAFFIC SIGNAL CONTROLLER AT ARCHIBALD ST. AND STREET LIGHTS. SEE TRAFFIC SIGNAL PLANS.
8. EXISTING SIGNS SEE SIGNING PLANS.
9. PROTECT IN PLACE EXISTING OVERHEAD UTILITY POLE.
10. EXISTING IRRIGATION VALVE, TO BE REMOVED
11. ADJUST TO FINISHED GRADE MISCELLANEOUS DRY UTILITY EQUIPMENT, PULL BOXES, MANHOLES.
12. PROTECT IN PLACE EXISTING WET UTILITY STRUCTURE.
13. EXISTING STORM DRAIN MANHOLE, RESET TO FINISHED GRADE.
14. PROTECT IN PLACE EXISTING MISCELLANEOUS DRY UTILITY EQUIPMENT, PULL BOXES, AND CONDUIT.
15. EXISTING WET UTILITY (VALVES, METERS) ADJUST TO FINISHED GRADE.
16. REMOVE EXISTING WATER METER.
17. REMOVE AND DISPOSE EXISTING STORM DRAIN CATCH BASIN.
18. REMOVE AND DISPOSE EXISTING STORM DRAIN PIPE. SEE STORM DRAIN PLAN.
19. PROTECT IN PLACE EXISTING TRAFFIC SIGNAL EQUIPMENT, POLE, ARM, FOUNDATION, EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING. SEE TRAFFIC SIGNAL PLAN FOR MORE INFORMATION.
20. REMOVE EXISTING TRAFFIC SIGNAL POLE, MAST ARM, AND FOUNDATION. EXISTING CONTROLLER CABINET, CABINET FOUNDATION, EXISTING PULL BOXES, CONDUIT AND ELECTRICAL WIRING SEE TRAFFIC SIGNAL PLAN.
21. REMOVE AND DISPOSE EXISTING STRUCTURES, CANOPY, COLUMNS, MISC. EQUIPMENT, AND CONCRETE BARRIERS, INCLUDING FOUNDATIONS WHERE APPLICABLE.
22. REMOVE AND DISPOSE EXISTING BOLLARDS/POSTS, FULL DEPTH INCLUDING FOUNDATION.
23. SEE SEPARATE ONSITE FOR WORK OUTSIDE EXISTING STREET RIGHT-OF-WAY.
24. REMOVE EXISTING PULLBOX. SEE LIGHTING OR TRAFFIC SIGNAL SHEETS.
25. REMOVE AND DISPOSE EXISTING SIDEWALK SCUPPER.
26. PROTECT IN PLACE EXISTING LIGHT POLE, PULL BOXES, AND CONDUIT.
27. EXISTING TRANSFORMER TO BE REMOVED BY APS.

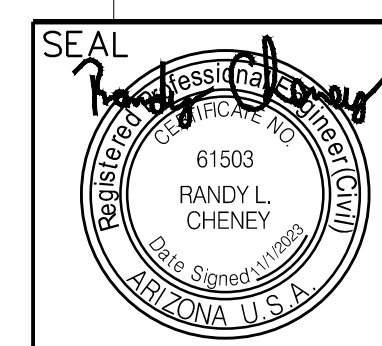
**LEGEND**

- REMOVE EXISTING ASPHALT PAVEMENT, AGGREGATE BASE TO THE FULL DEPTH, AND PERIMETER CURB/GUTTER (WHERE OCCURS. SEE DEMOLITION NOTE 5).
- REMOVE EXISTING CONCRETE PAVEMENT, AGGREGATE BASE, AND PERIMETER CURB/GUTTER (WHERE OCCURS, SEE DEMOLITION NOTE 5).
- REMOVE EXIST CONCRETE V-GUTTER

Know what's below.  
Call before you dig.



SCALE:  
1"=20'



<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP	
DATE: 11/1/23		C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
DEMOLITION PLAN		9 OF: 38	

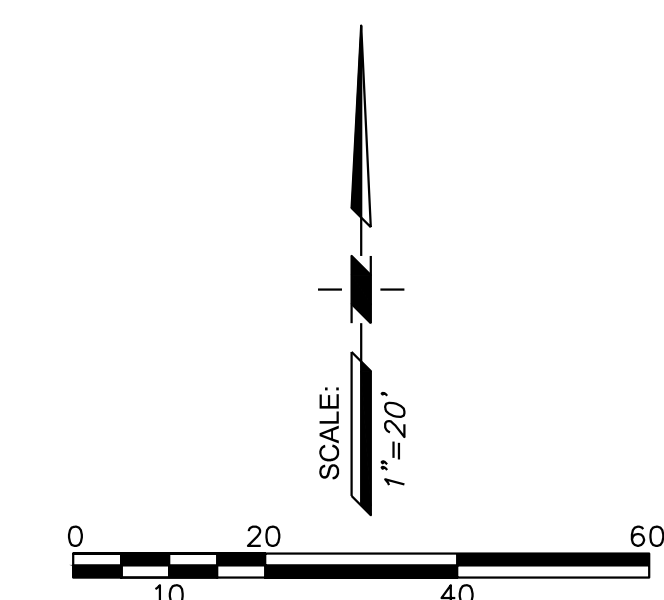
# SHEET NOTES

CURVE TABLE				
Curve #	Length	Radius	Delta	Tangent
C1	20.25	10.00	116°02'35"	16.02
C2	2.86	1.00	163°36'42"	6.94
C3	3.43	1.50	131°02'54"	3.30
C4	2.04	57.00	2°02'46"	1.02
C5	2.35	2.00	67°23'10"	1.33
C6	49.74	40.00	71°14'49"	28.66
C7	68.64	45.00	87°23'38"	43.00
C8	3.72	2.00	106°35'28"	2.68
C9	15.35	61.00	14°25'05"	7.72
C10	3.14	2.00	90°00'18"	2.00
C11	8.13	46.50	10°01'12"	4.08
C12	3.79	2.00	108°39'45"	2.79
C13	19.46	250.00	4°27'35"	9.73
C14	2.92	2.00	83°38'21"	1.79
C15	31.28	234.00	7°39'35"	15.66
C16	18.16	15.00	69°23'02"	10.38
C17	178.34	1000.00	10°13'06"	89.41
C18	39.24	25.00	89°55'20"	24.97
C19	6.52	11.20	33°22'23"	3.36
C20	8.81	25.00	20°11'55"	4.45
C21	39.54	25.00	90°37'31"	25.27
C22	39.54	25.00	90°37'08"	25.27
C23	2.77	1.50	105°46'45"	1.98
C24	2.58	1.50	98°22'17"	1.74
C25	11.54	100.00	6°36'35"	5.77
C26	10.83	80.92	7°40'16"	5.42
C27	3.14	2.00	89°59'42"	2.00
C28	3.25	2.00	93°09'59"	2.11
C29	2.32	250.00	0°31'52"	1.16

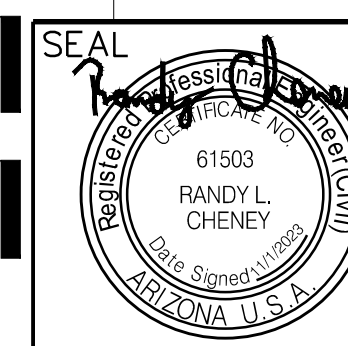
### GEOMETRY PLAN NOTES:

1. XXX.XX = BACK OF CURB ELEVATION
2. XXX.XX EOG = EDGE OF GUTTER ELEVATION
3. SEE DETAILS FOR GEOMETRY POINTS

### LEGEND

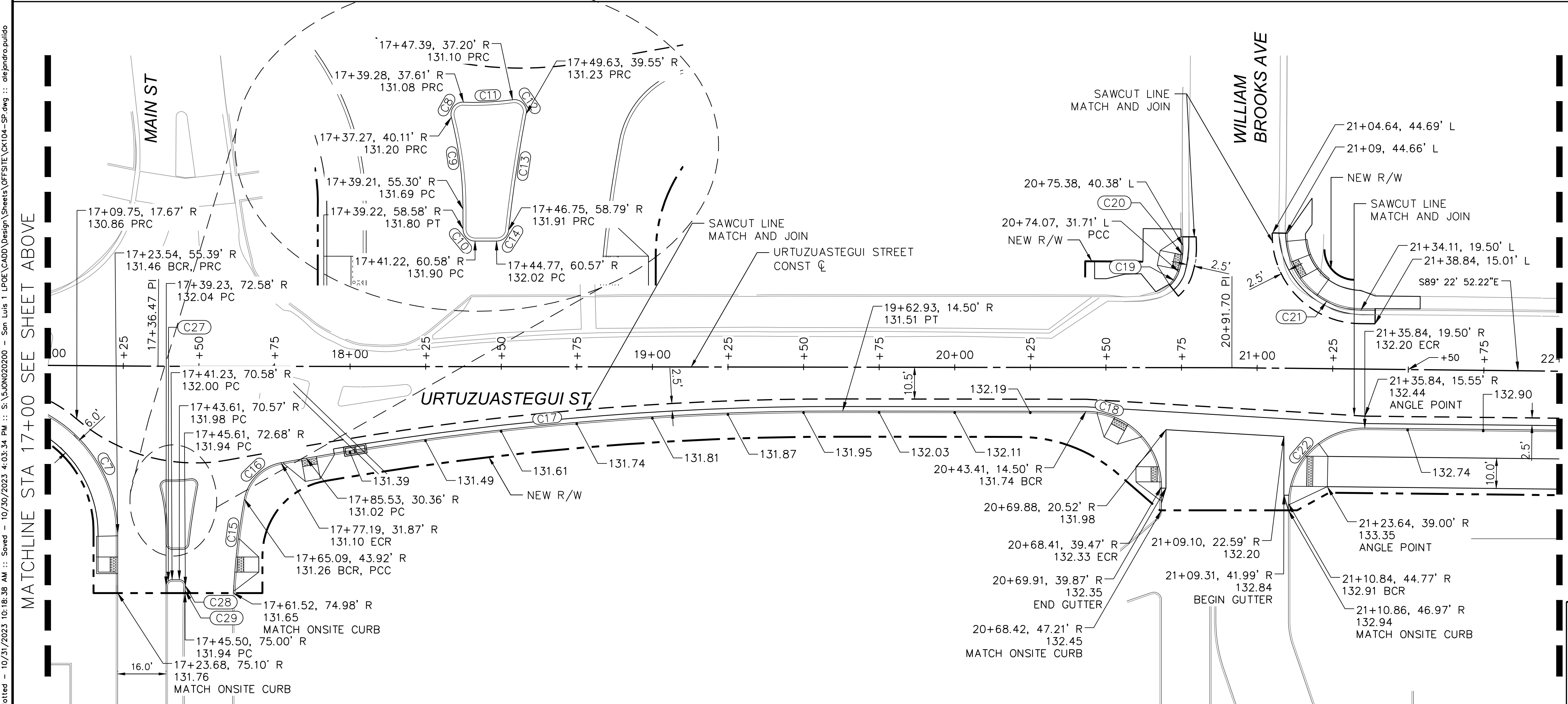
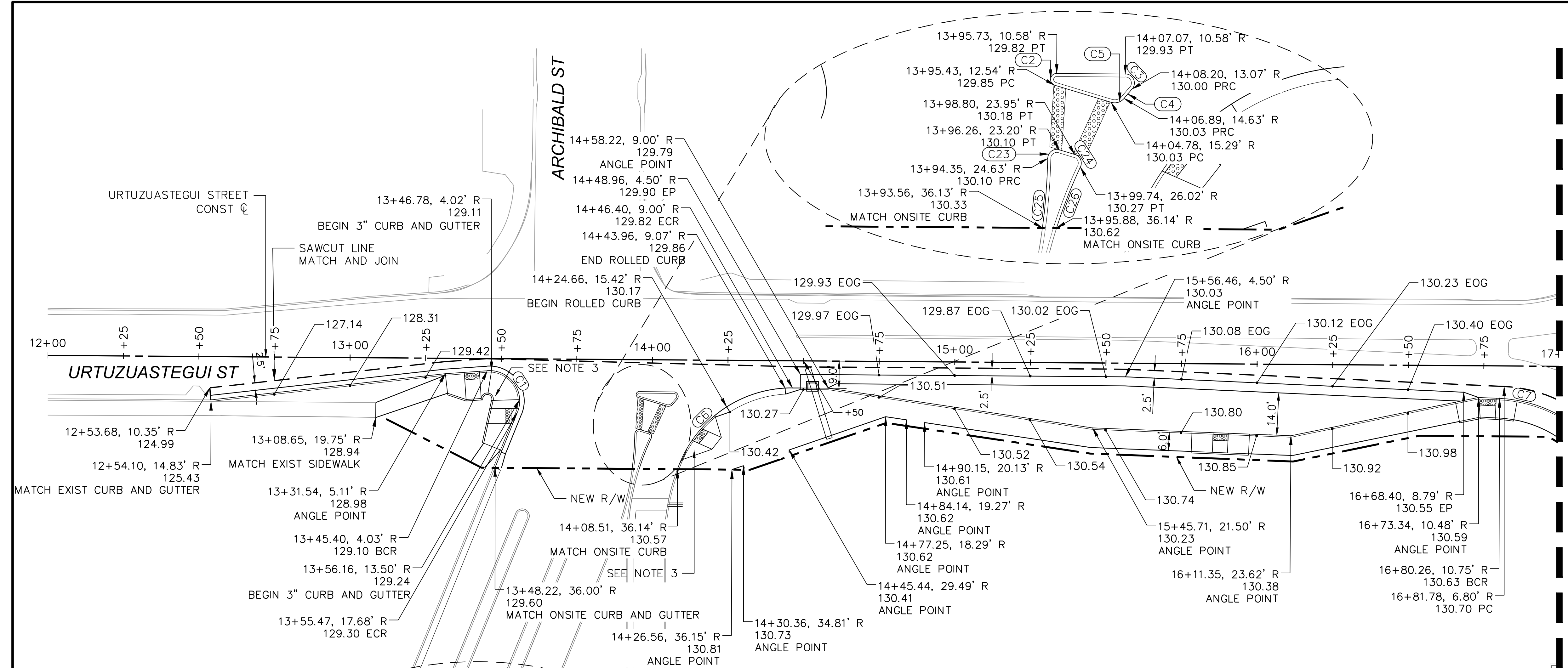


Know what's below.  
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**PSOMAS**  
 333 E WETMORE ROAD,  
 SUITE 450  
 TUCSON, AZ 85705  
 520.292.2300

SCALE: 1"=20'    APPROVED BY:    DRAWN: JV, RC, AP  
 DATE: 11/1/23    C.I.P. NO.  
 SAN LUIS I LAND PORT OF ENTRY OFFSITE  
 GEOMETRY PLAN    10 OF: 38



MATCHLINE STA 17+00 SEE SHEET ABOVE  
 MATCHLINE STA 17+00 SEE SHEET BELOW  
 MATCHLINE STA 22+00 SEE SHEET 11  
 MATCHLINE STA 22+00 SEE SHEET 11

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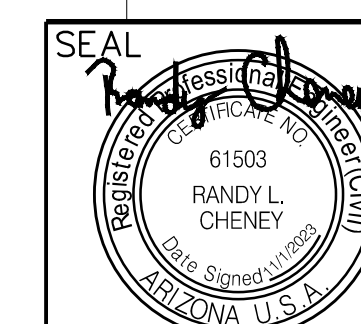
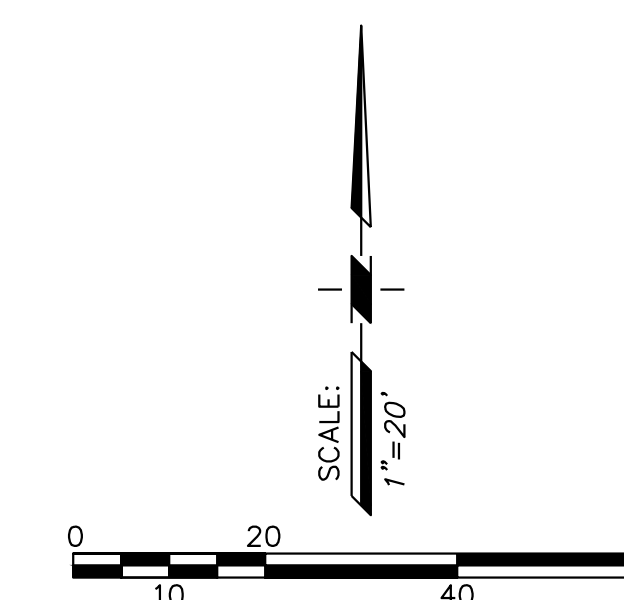
**SHEET NOTES**

CURVE TABLE				
Curve #	Length	Radius	Delta	Tangent
C30	61.88	66.00	53°43'10"	33.43
C31	51.50	50.00	59°01'02"	28.30
C32	4.71	1.50	180°00'00"	INF

**GEOMETRY PLAN NOTES:**

1. XXX.XX = BACK OF CURB ELEVATION
2. XXX.XX EOG = EDGE OF GUTTER ELEVATION

**LEGEND**

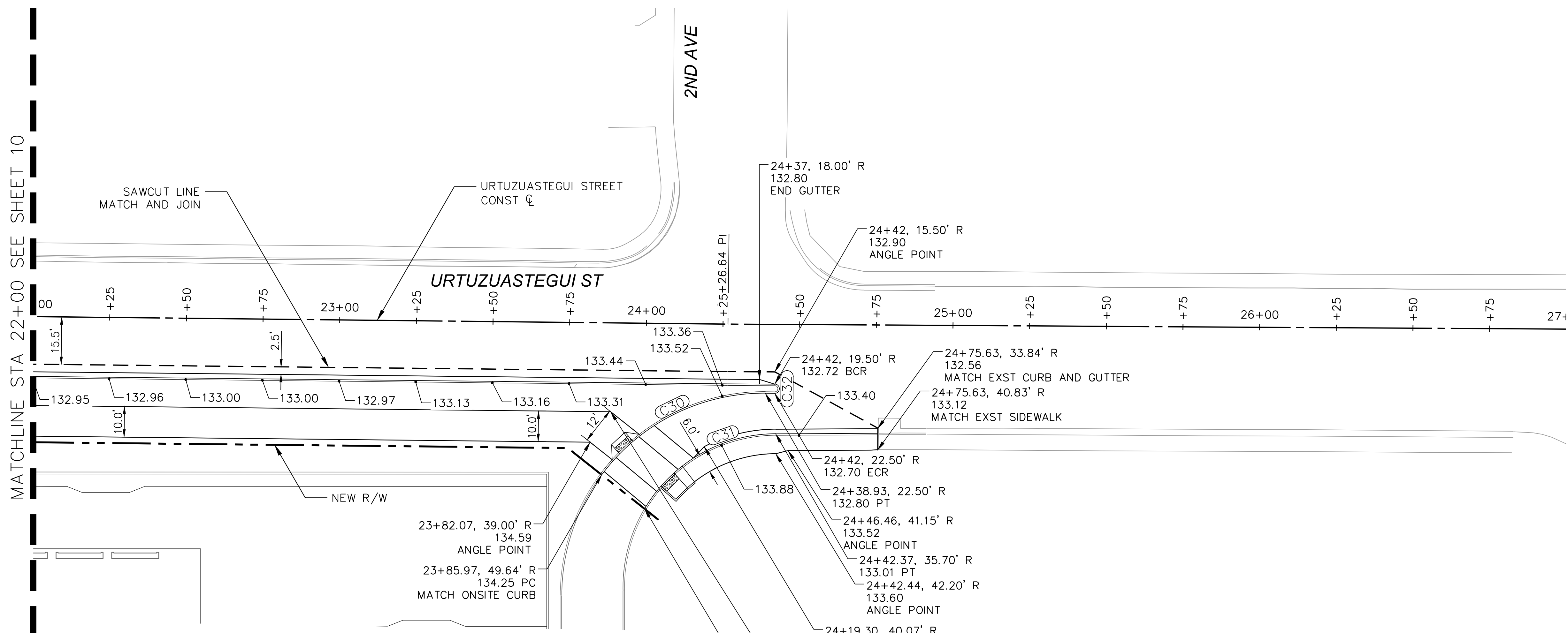


**PSOMAS**  
 333 E WETMORE ROAD,  
 SUITE 450  
 TUCSON, AZ 85705  
 520.292.2300

SCALE: 1"=20'    APPROVED BY:    DRAWN: JV, RC, AP  
 DATE: 11/1/23    C.I.P. NO.

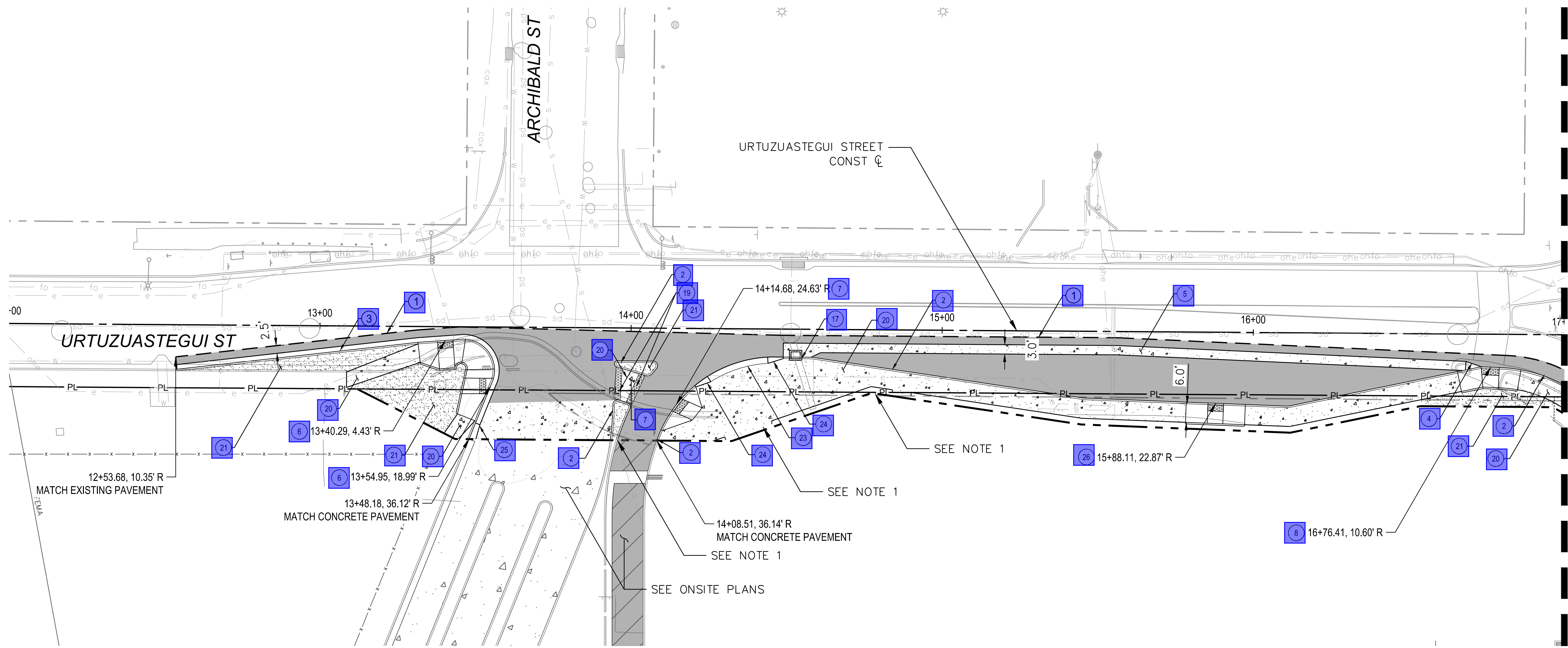
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 GEOMETRY PLAN    11 OF: 38

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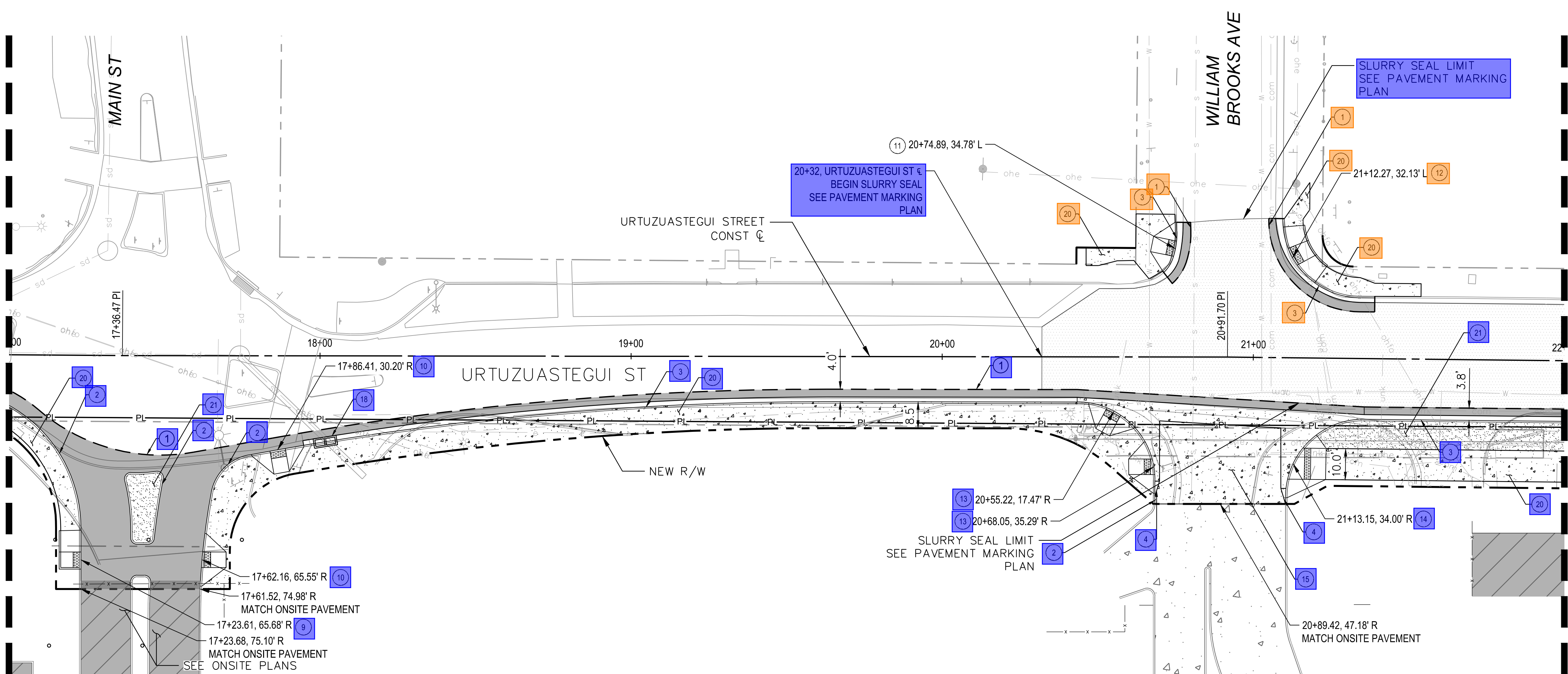
MATCHLINE STA 22+00 SEE SHEET 10

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MATCHLINE STA 17+00 SEE BELOW

- ### SHEET NOTES
- 1 SAW CUT TACK AND JOIN.
  - 2 CONSTRUCT 6" CONCRETE CURB PER COY STD. 3-075.
  - 3 CONSTRUCT 6" CONCRETE CURB AND GUTTER PER COY STD. 3-060.
  - 4 CONSTRUCT CURB AND GUTTER TRANSITION PER ADOT TYPE 7 C-05.12.
  - 5 CONSTRUCT 3' VALLEY GUTTER PER COY STD. 3-090 AND DETAIL ON TYPICAL SECTION SHEET 4.
  - 6 CONSTRUCT CURB RAMP SEE DETAIL R1.
  - 7 CONSTRUCT CURB RAMP SEE DETAIL R2.
  - 8 CONSTRUCT CURB RAMP SEE DETAIL R3.
  - 9 CONSTRUCT CURB RAMP SEE DETAIL R4.
  - 10 CONSTRUCT CURB RAMP SEE DETAIL R5.
  - 11 CONSTRUCT CURB RAMP SEE DETAL R6.
  - 12 CONSTRUCT CURB RAMP SEE DETAIL R7.
  - 13 CONSTRUCT CURB RAMP SEE DETAIL R8.
  - 14 CONSTRUCT CURB RAMP SEE DETAIL R9.
  - 15 CONSTRUCT CONCRETE VALLEY GUTTER DRIVEWAY PER COY STD. 3-085.
  - 16 CONSTRUCT PEDESTRIAN SPEED TABLE PER COY STD. 3-205.
  - 17 CONSTRUCT CATCH BASIN 1 SEE STORM DRAIN PLAN SHEET 14.
  - 18 CONSTRUCT CATCH BASIN 2 SEE STORM DRAIN PLAN SHEET 14.
  - 19 CONSTRUCT TRUNCATED DOMES IN SIDEWALK PER MAG DET. 238-1 THROUGH 238-4.
  - 20 CONSTRUCT SIDEWALK PER COY STD. 3-135.
  - 21 INSTALL DECOMPOSED GRANITE PER MAG DET. 607-1.
  - 22 CONSTRUCT CURB RAMP SEE DETAIL R10.
  - 23 CONSTRUCT NEW ROLLED CURB TYPE D PER MAG DETAIL 220-1.
  - 24 CONSTRUCT NEW CURB TO ROLLED CURB TRANSITION PER MAG DETAIL 221.
  - 25 CONSTRUCT CURB AND GUTTER TRANSITION PER COY STD. 3-100.
  - 26 CONSTRUCT PARALLEL CURB RAMP PER MAG DETAIL 238-3



MATCHLINE STA 17+00 SEE ABOVE

MATCHLINE STA 22+00 SEE SHEET 13

**PAVEMENT PLAN NOTES:**  
1. SEE ON-SITE PLANS FOR DETAILS.

**Know what's below.  
Call before you dig.**

### LEGEND

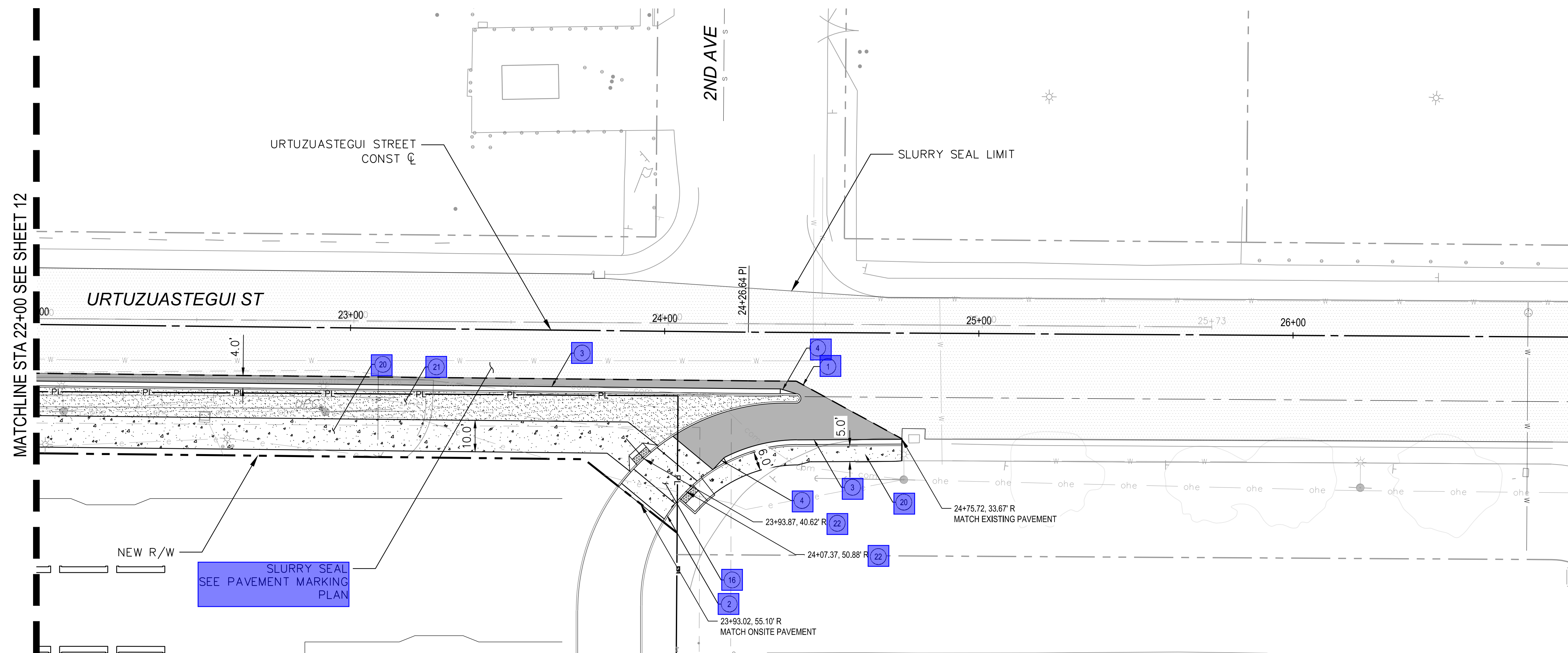
	CONCRETE PAVEMENT (SEE ONSITE PLANS FOR ONSITE LIMITS AND DETAIL A1 SHEET 33 FOR OFFSITE LIMITS), CONCRETE SIDEWALK.
	AC PAVEMENT (SEE DETAIL A2 SHEET 33).
	SLURRY SEAL EXISTING PAVEMENT.
	DG FILLED AREA. SEE ONSITE LANDSCAPE PLANS.
	UTILITY EASEMENT LINE
	R/W LINE

## PSOMAS

333 E WETMORE ROAD,  
SUITE 450  
TUCSON, AZ 85705  
520.292.2300

SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP	
DATE: 11/1/23		C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
PAVEMENT PLAN			12 OF 38

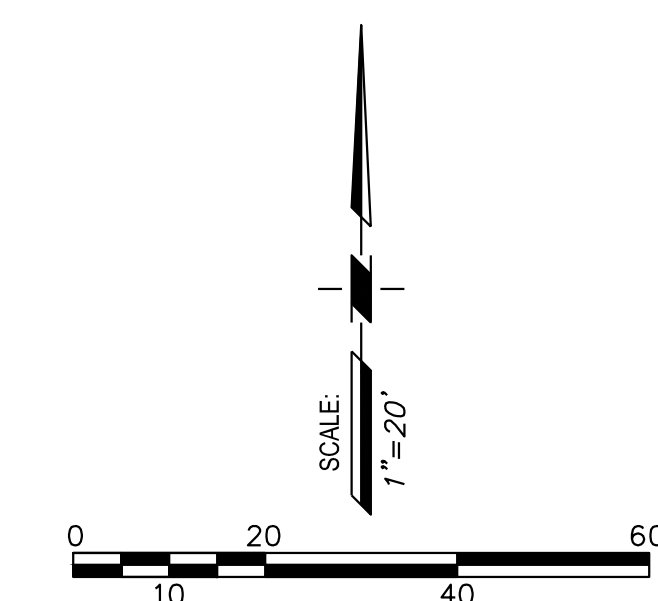
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### SHEET NOTES

- ① SAW CUT TACK AND JOIN.
- ② CONSTRUCT 6" CONCRETE CURB PER COY STD. 3-075.
- ③ CONSTRUCT 6" CONCRETE CURB AND GUTTER PER COY STD. 3-060.
- ④ CONSTRUCT CURB AND GUTTER TRANSITION PER ADOT TYPE 7 C-05.12.
- ⑤ CONSTRUCT 3' VALLEY GUTTER PER COY STD. 3-090 AND DETAIL ON TYPICAL SECTION SHEET 4.
- ⑥ CONSTRUCT CURB RAMP SEE DETAIL R1.
- ⑦ CONSTRUCT CURB RAMP SEE DETAIL R2.
- ⑧ CONSTRUCT CURB RAMP SEE DETAIL R3.
- ⑨ CONSTRUCT CURB RAMP SEE DETAIL R4.
- ⑩ CONSTRUCT CURB RAMP SEE DETAIL R5.
- ⑪ CONSTRUCT CURB RAMP SEE DETAIL R6.
- ⑫ CONSTRUCT CURB RAMP SEE DETAIL R7.
- ⑬ CONSTRUCT CURB RAMP SEE DETAIL R8.
- ⑭ CONSTRUCT CURB RAMP SEE DETAIL R9.
- ⑮ CONSTRUCT CONCRETE VALLEY GUTTER DRIVEWAY PER COY STD. 3-085.
- ⑯ CONSTRUCT PEDESTRIAN SPEED TABLE PER COY STD. 3-205.
- ⑰ CONSTRUCT CATCH BASIN 1 SEE STORM DRAIN PLAN SHEET 14.
- ⑱ CONSTRUCT CATCH BASIN 2 SEE STORM DRAIN PLAN SHEET 14.
- ⑲ CONSTRUCT TRUNCATED DOMES IN SIDEWALK PER MAG DET. 238-1 THROUGH 238-4.
- ⑳ CONSTRUCT SIDEWALK PER COY STD. 3-135.
- ㉑ INSTALL DECOMPOSED GRANITE PER MAG DET. 607-1.
- ㉒ CONSTRUCT CURB RAMP SEE DETAIL R10.
- ㉓ CONSTRUCT NEW ROLLED CURB TYPE D PER MAG DETAIL 220-1.
- ㉔ CONSTRUCT NEW CURB TO ROLLED CURB TRANSITION PER MAG DETAIL 221.
- ㉕ CONSTRUCT CURB AND GUTTER TRANSITION PER COY STD. 3-100.
- ㉖ CONSTRUCT PARALLEL CURB RAMP PER MAG DETAIL 238-3

PAVEMENT PLAN NOTES:  
1. SEE ON-SITE PLANS FOR DETAILS.

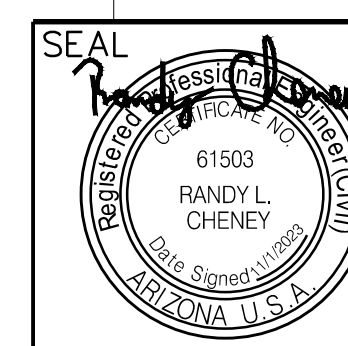


Know what's below.  
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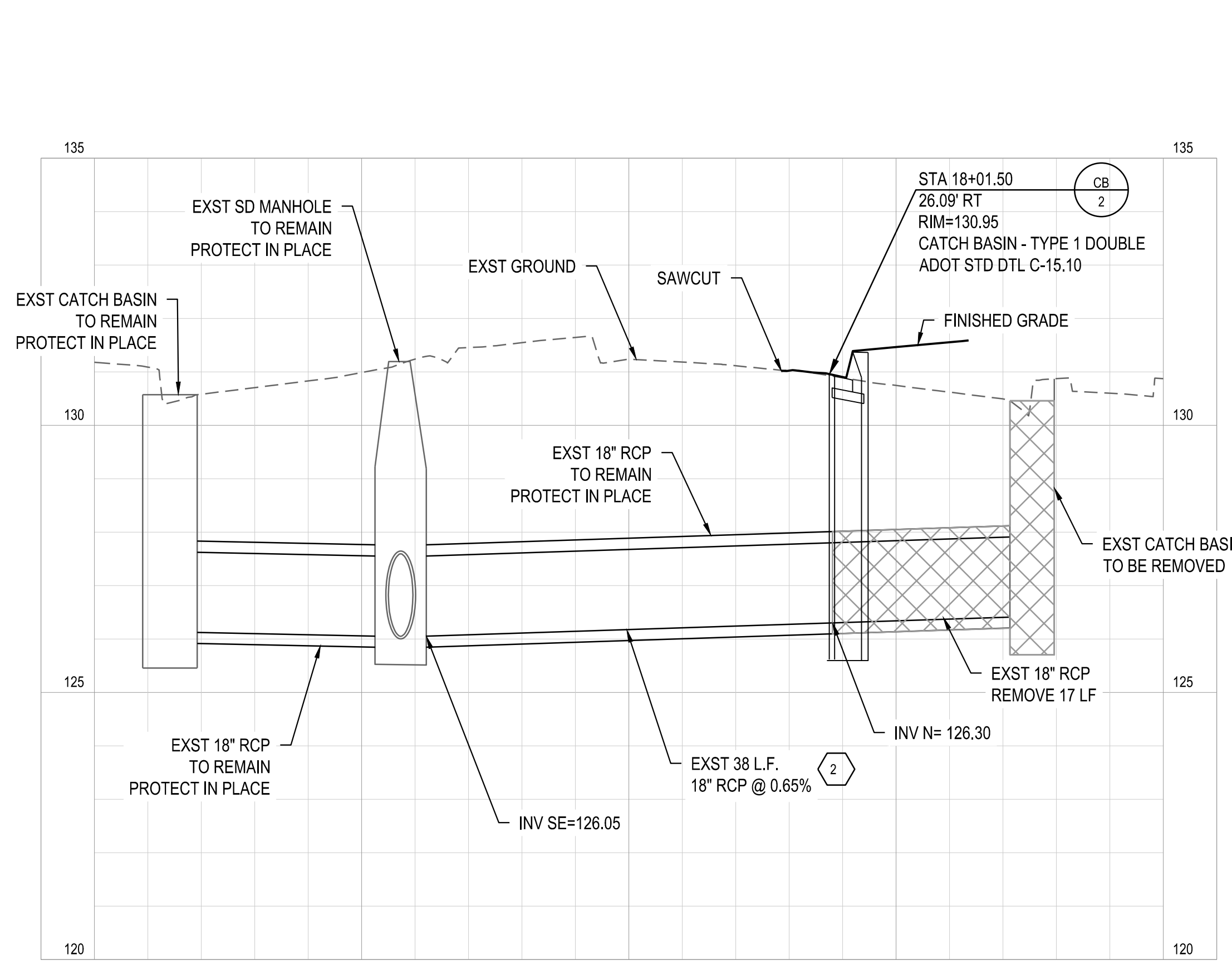
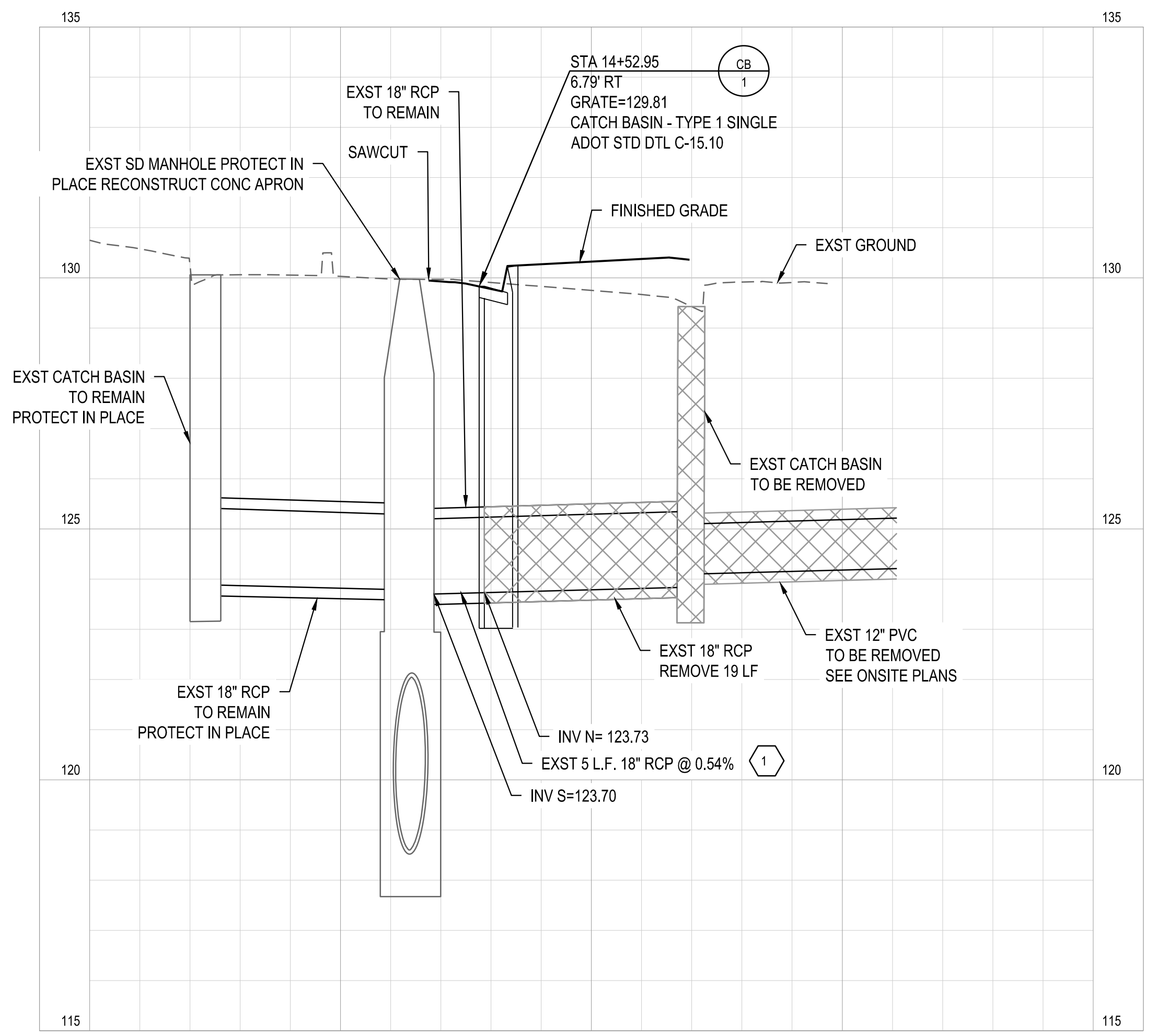
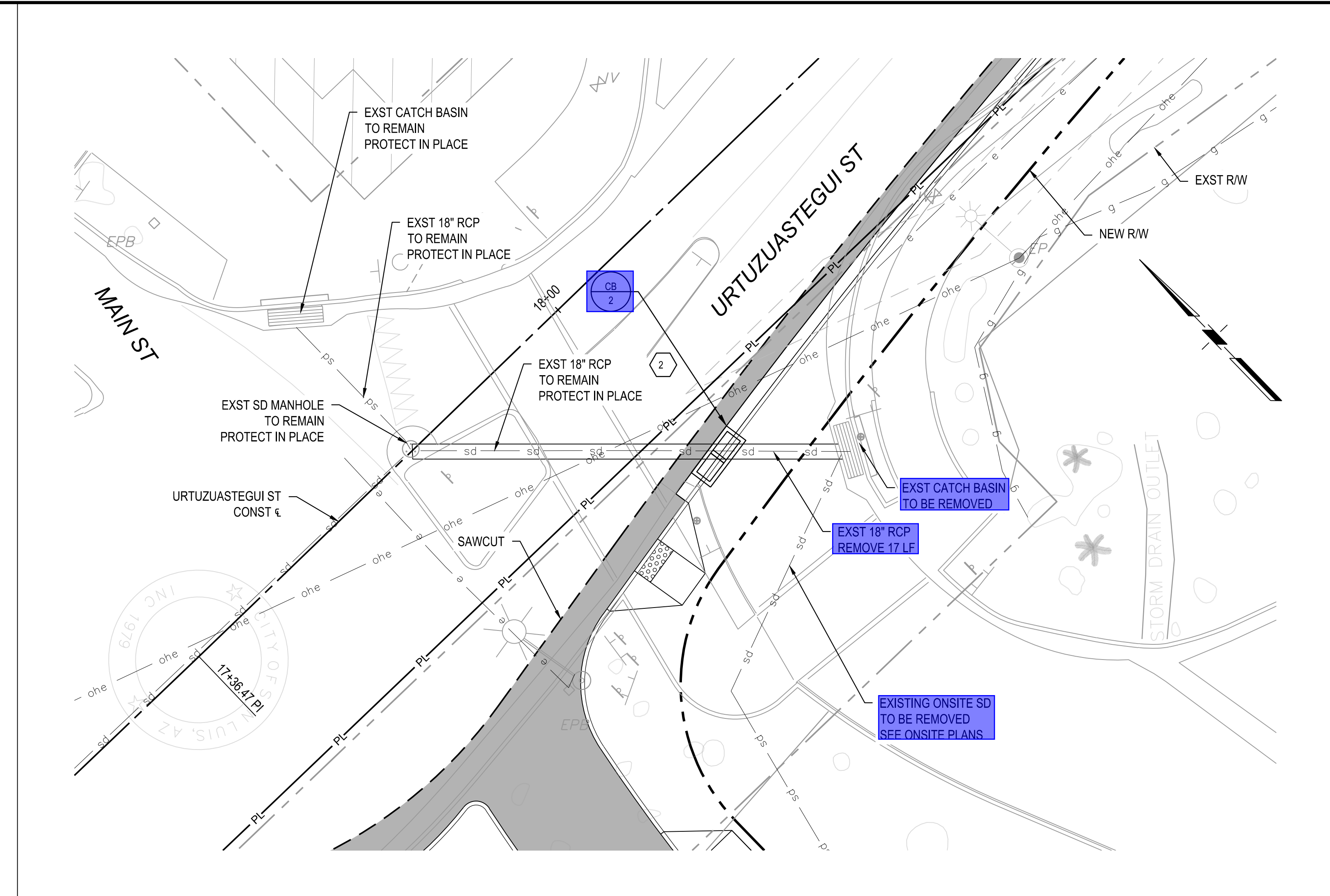
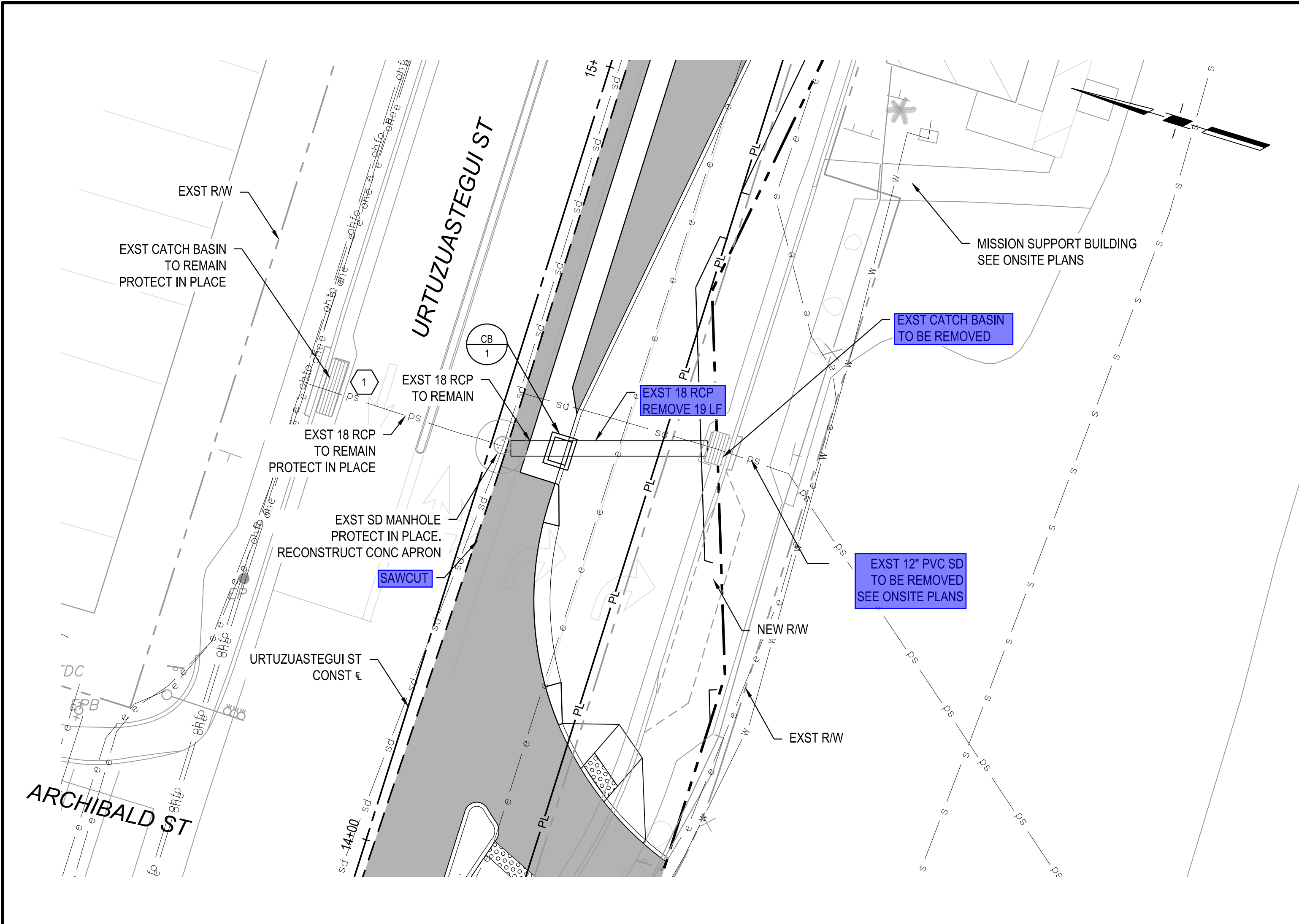
### LEGEND

- CONCRETE PAVEMENT (SEE ONSITE PLANS FOR ONSITE LIMITS AND DETAIL A1 SHEET 33 FOR OFFSITE LIMITS), CONCRETE SIDEWALK.
- AC PAVEMENT (SEE DETAIL A2 SHEET 33).
- SLURRY SEAL EXISTING PAVEMENT.
- DG FILLED AREA. SEE ONSITE LANDSCAPE PLANS.
- UTILITY EASEMENT LINE
- NEW LINE

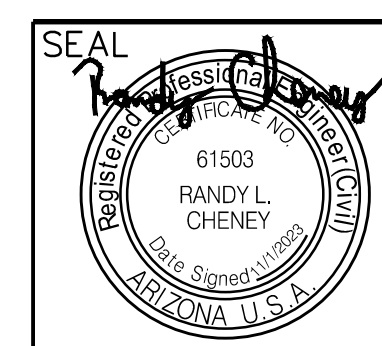


<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP
DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
PAVEMENT PLAN		13 OF: 38

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Know what's below.  
Call before you dig.



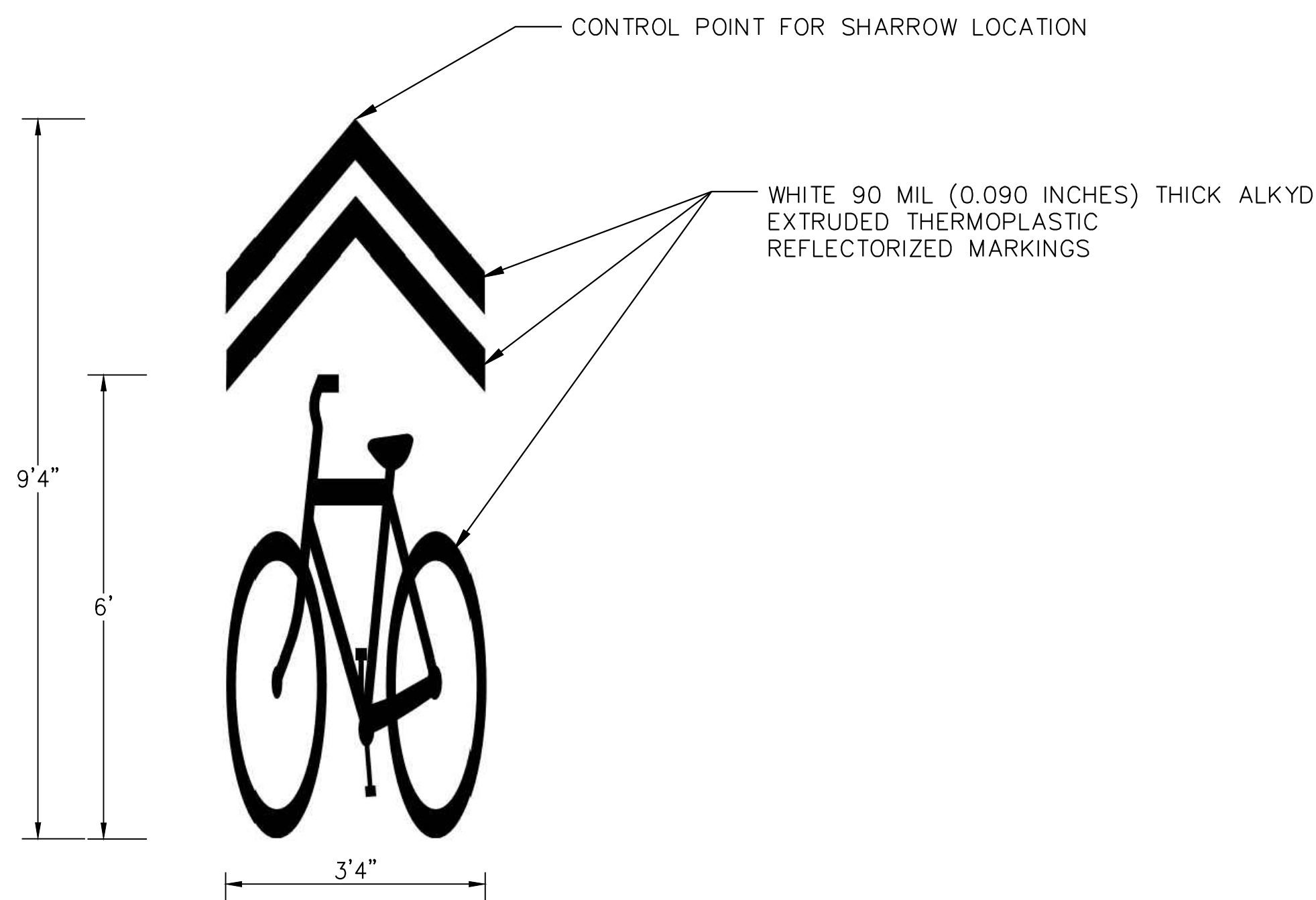
<b>PSOMAS</b> SCALE: 1"=10' DATE: 11/1/23		APPROVED BY: _____	DRAWN: JV, RC, AP C.I.P. NO.
		SAN LUIS I LAND PORT OF ENTRY OFFSITE STORM DRAIN PLAN	
		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
		14 OF: 38	

**PAVEMENT MARKING NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF THE PERMANENT PAVEMENT MARKING FOLLOWING CONTROL POINT THAT HAVE BEEN SET NO MORE THAN 50 FEET APART ALONG THE LINES TO BE STRIPED.
2. THE FINAL STRIPING SHALL BE 90 MIL (0.090 INCHES) THICK EXTRUDED THERMOPLASTIC REFLECTORIZED STRIPING PLACE AS SHOWN IN THE PROJECT PLANS.
3. ALL FINAL STOP BARS, PAVEMENT ARROWS, CROSSWALK LINES, "ONLY" LEGENDS, AND YIELD TRIANGLES SHALL BE WHITE 90 MIL (0.090 INCHES) THICK ALKYD EXTRUDED THERMOPLASTIC REFLECTORIZED MARKINGS.
4. ALL RAISED PAVEMENT MARKERS SHALL HAVE AN ABRASION-RESISTANT COATING ON THE FACE OF THE PRISMATIC REFLECTORS AND SHALL CONFORM TO THE DETAILS OF ADOT STD. DRWGS. THEY SHALL BE INSTALLED WITH BITUMINOUS ADHESIVE WHICH IS ON THE ADOT APPROVED PRODUCTS LIST.
5. ALL RAISED PAVEMENT MARKERS SHALL BE INSTALLED SO THAT THE REFLECTIVE FACE OF EACH MARKER IS FACING THE DIRECTION OF TRAFFIC AND IS PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW.
6. TYPE "C" PAVEMENT MARKERS SHALL BE INSTALLED SO THAT THE CLEAR REFLECTIVE FACE OF EACH MARKER IS FACING APPROACHING TRAFFIC AN IS PERPENDICULAR TO THE DIRECTION OF THE TRAFFIC FLOW.
7. WHERE RAISED PAVEMENT MARKERS ARE PLACED ALONG SOLID STRIPING, THE NEAREST EDGE OF EACH MARKER SHALL BE OFFSET ONE INCH FROM THE NEAREST EDGE OF THE STRIPING.
8. WHEN STRIPE OBLITERATION IS NECESSARY, IT SHALL BE ACCOMPLISHED BY WATER BLASTING OR OTHER APPROVED METHODS. THE CONTRACTOR SHALL THEN SLURRY THE AREA AS PER MAG STANDARD SPECIFICATION 715, WITH EMULSIFIED ASPHALT SLURRY SEALANT TYPE II OR AS DIRECTED BY THE PROJECT INSPECTOR. THE CONTRACTOR SHALL NOT INSTALL NEW PAVEMENT MARKINGS UNTIL THE SLURRY SEAL HAS CURED AT A MINIMUM OF 72 HOURS. PAINTING OVER PAVEMENT MARKING DOES NOT CONSTITUTE PAVEMENT MARKING OBLITERATION.
9. THE CONTRACTOR SHALL CLEAN THE ROADWAY SURFACE TO THE SATISFACTION OF THE ENGINEER, BY SWEEPING AND AIR-JET BLOWING. IMMEDIATELY PRIOR TO THE PLACEMENT OF ALL PAVEMENT MARKINGS, THE ROADWAY SURFACE SHOULD BE DRY. THE PAVEMENT TEMPERATURE SHALL NOT BE LESS THAN 40 DEGREES F AND THE AIR TEMPERATURE SHALL NOT BE LESS THAN 35 DEGREES F FOR THE PLACEMENT OF EPOXY PAVEMENT MARKINGS. THE ROADWAY SURFACE SHALL BE DRY AND THE AIR AND PAVEMENT TEMPERATURES SHALL NOT BE LESS THAN 60 DEGREES F FOR THE INSTALLATION OF TYPE I PAVEMENT MARKING TAPE, AND SHALL NOT BE LESS THAN 50 DEGREES F FOR THE INSTALLATION OF EXTRUDED THERMOPLASTIC.
10. THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY AND NOT TO SCALE. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS AND DETAILS WHEN INSTALLING PAVEMENT MARKINGS.
11. STRIPING AT END OF ROADWAY WORK TO MATCH EXISTING STRIPING.
12. DIMENSIONS SHOWN TO THE PAVEMENT STRIPING ARE TO THE CENTER OF THE STRIPING OR, IN THE CASE OF DOUBLE STRIPING, TO THE CENTER OF THE DOUBLE STRIPING.

**SIGNING NOTES:**

1. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2009 MUTCD), THE 2012 ARIZONA SUPPLEMENT , ADOT SIGNING AND MARKING STANDARD DRAWINGS, AND THE TRAFFIC ENGINEERING MANUAL OF APPROVED SIGNS.
2. THE SIGN LOCATIONS AND POST LENGTHS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE SIGN LOCATIONS AND ACTUAL POST LENGTHS WITH THE ENGINEER PRIOR TO CONSTRUCTING THE FOUNDATION FOR THE SIGN SUPPORTS.
3. THE BOTTOM OF EACH SIGN SHALL BE AT LEAST 7 FEET ABOVE THE NEAREST EDGE OF PAVEMENT AND AT LEAST 7 FEET ABOVE THE GROUND UNDER THE SIGN.
4. OFFSETS FOR ALL SIGNS SHALL BE MEASURED FROM THE EDGE OF THE ROADWAY TO THE NEAREST SIGN POST.
5. THE RETRO-REFLECTIVE SHEETING ON ALL NEW SIGNS SHALL MEET THE MINIMUM CRITERIA ESTABLISHED FOR TYPE XI SHEETING IN THE REVISED ASTM D4956 AND THE ADOT SPECIFICATIONS. SEE SECTION 1007 IN THE SPECIFICATIONS.
6. ALL NEW SIGNS SHALL BE INSTALLED ON SQUARE TUBE POSTS WITH FOUNDATIONS AS INDICATED IN ADOT DWG. S-1.
7. SHOP DRAWINGS ARE REQUIRED FOR ALL GUIDE SIGNS.
8. THE CONTRACTOR SHALL REMOVE EXISTING SIGNING WHERE INDICATED ON PLANS, AND SALVAGED TO THE CITY OF SAN LUIS. CONTACT THE CITY OF SAN LUIS STREETS DIVISIONS, (928)-341-8599 48 HOURS PRIOR TO SIGN REMOVAL FOR INFORMATION ON WHERE TO DELIVER THE SIGNS.
9. THE CONTRACTOR SHALL INVENTORY ALL SIGNS TO BE REMOVED OR COVERED, AND NOT DAMAGED SIGNS TO THE ENGINEER AT THE TIME OF COVERING OR REMOVAL. ALL SIGNS DAMAGED BY COVERING OR REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY OF SAN LUIS.
10. NEW STREET NAME SIGNS SHALL HAVE OJ25 TREATED ALUMINUM GAUGE WITH CUTTABLE FILM OR SILK SCREEN INKS WITH I160 PROTECTIVE FILM.



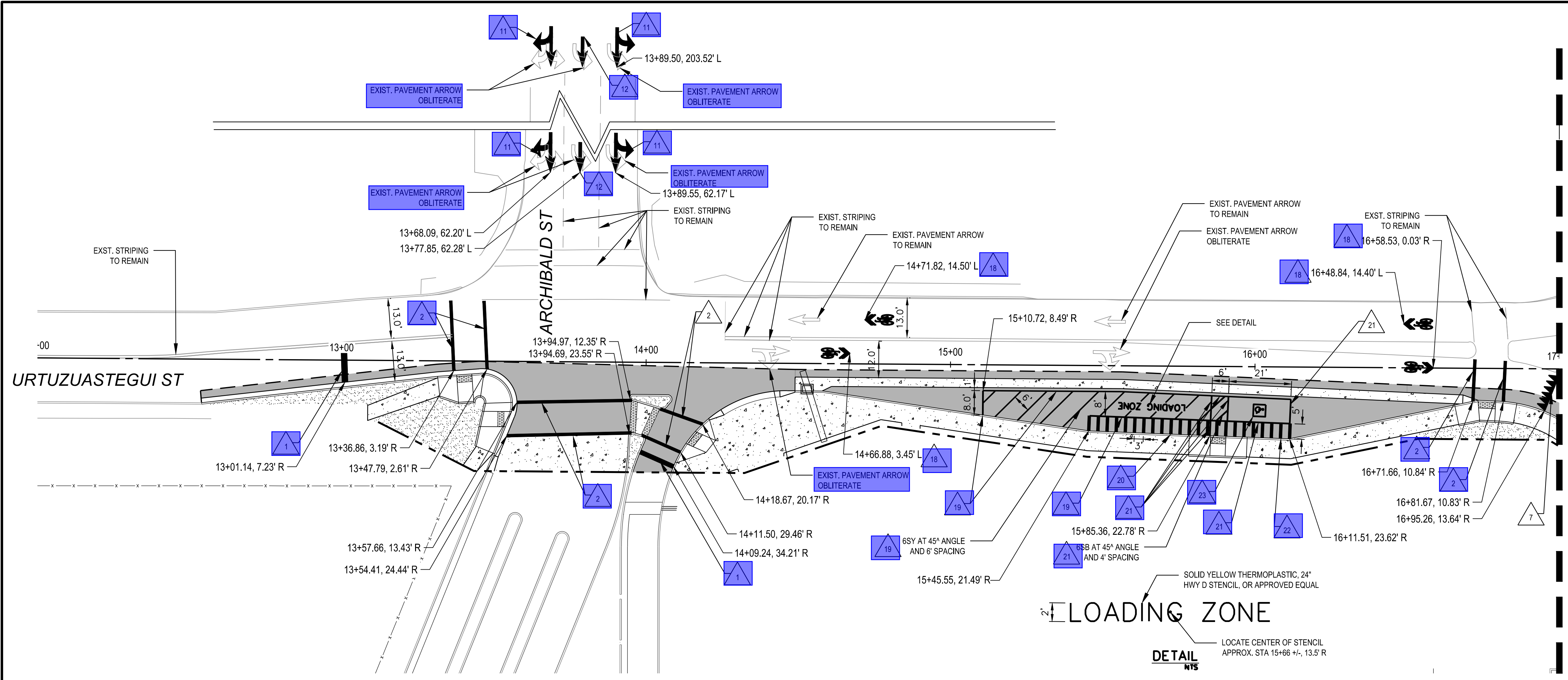
SHARROW DETAIL  
NTS

Know what's below.  
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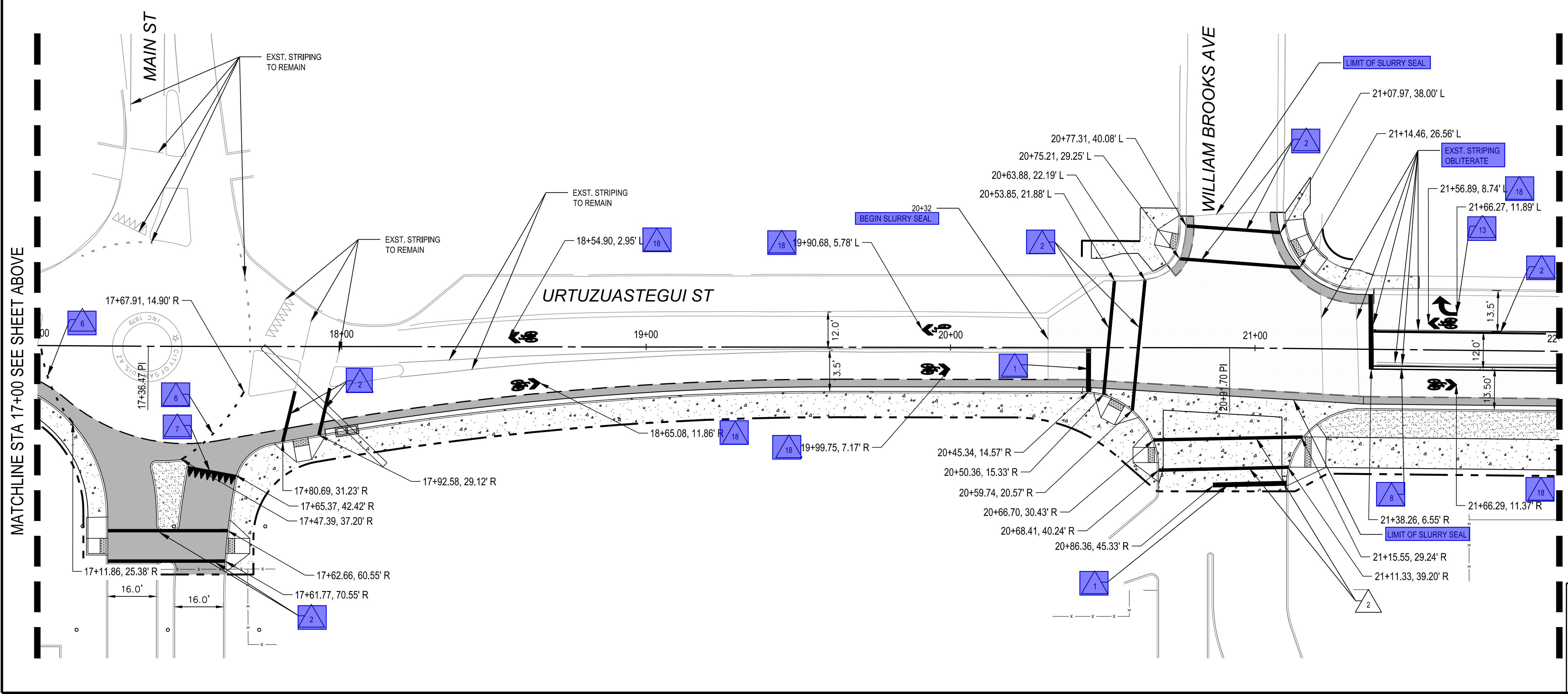


	<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
	SCALE: N/A DATE: 11/1/23	APPROVED BY: _____	DRAWN: JV, RC, AP C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE MARKING AND SIGNING NOTES			15 OF: 38

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MATCHLINE STA 17+00 SEE SHEET BELOW



MATCHLINE STA 22+00 SEE SHEET 17

### SHEET NOTES

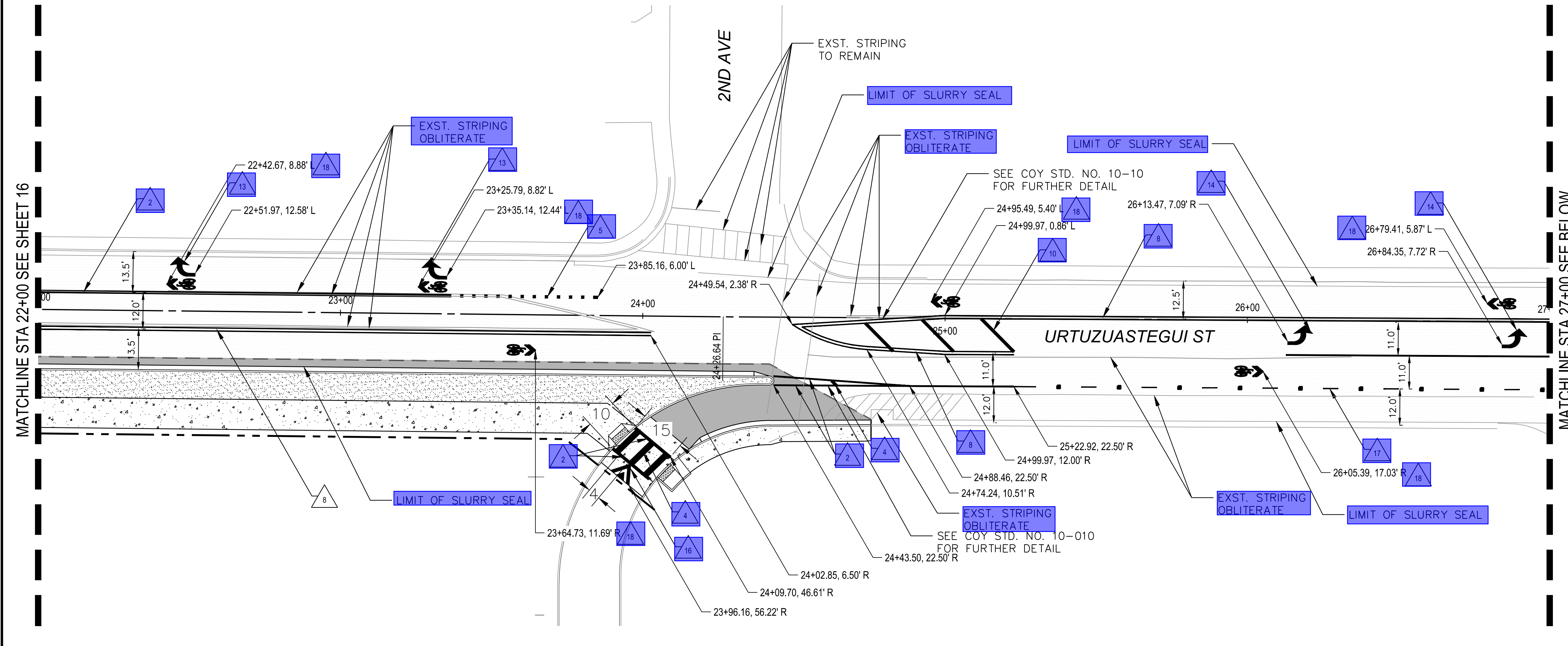
1	NEW 18" WHITE SOLID (18SW) PER COY STD. NO. 10-020 AND 10-025.	L.F.
2	NEW 12" WHITE SOLID (12SW) PER COY STD. NO. 10-020 AND 10-025.	L.F.
3	NO ITEM	L.F.
4	NEW 24" WHITE SOLID (24SW) PER COY STD. NO. 10-020 AND 10-025.	L.F.
5	NEW 12" WIDE DOTTED WHITE LANE LINE (12LDW) PER COY STD. NO. 10-025.	L.F.
6	NEW 6" DOTTED WHITE (6DW) PER COY STD. NO. 10-025.	L.F.
7	NEW 24"x 36" WHITE YIELD LINE.	L.F.
8	NEW 6" DOUBLE SOLID YELLOW (6SDY) PER COY STD. NO. 10-025.	L.F.
9	NEW 6" COMBINATION YELLOW (6CY) PER COY STD. NO. 10-025.	L.F.
10	NEW 12" YELLOW SOLID (12SY) PER COY STD. NO. 10-025.	L.F.
11	NEW DOUBLE ARROW PER ADOT STANDARD DRAWING M-10	L.F.
12	NEW STRAIGHT ARROW PER ADOT STANDARD DRAWING M-10	L.F.
13	NEW RIGHT ARROW PER ADOT STANDARD DRAWING M-10	L.F.
14	NEW LEFT ARROW PER ADOT STANDARD DRAWING M-10.	L.F.
15	NEW MERGING RIGHT TO LEFT PER ADOT STANDARD DRAWING M-11	L.F.
16	NO ITEM	L.F.
17	NEW 6" BROKEN WHITE PER COY STD. 10-205	L.F.
18	NEW "SHARROW". SEE DETAIL.	EA.
19	NEW 6" YELLOW SOLID (6SY) PER COY STD. NO. 10-020 AND 10-025.	L.F.
20	NEW 12" YELLOW SOLID (12SY) PER COY STD. NO. 10-020 AND 10-025.	L.F.
21	NEW 6" BLUE SOLID (6SB) PER COY STD. NO. 10-020 AND 10-025.	L.F.
22	NEW 12" BLUE SOLID (12SB) PER COY STD. NO. 10-020 AND 10-025.	L.F.
23	NEW ACCESSIBLE PARKING SPACE SYMBOL, 48"x48", SEE MUTCD FIG 3B-22, PAINT OR PREFABRICATED MATERIAL, CENTERED IN SPACE.	EA.
*	ALL STRIPING SHALL BE THERMOPLASTIC MARKING.	

### LEGEND

Know what's below.  
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	<h2 style="margin: 0;">PSOMAS</h2> <p style="font-size: small; margin: 0;">333 E WETMORE ROAD, SUITE 450, TUCSON, AZ 85705, 520.292.2300</p>	<p style="font-size: x-small; margin: 0;">DRAWN: JV, RC, AP</p>
<p style="font-size: x-small; margin: 0;">DATE: 11/1/23</p>	<p style="font-size: x-small; margin: 0;">APPROVED BY:</p>	<p style="font-size: x-small; margin: 0;">C.I.P. NO.</p>
<p style="font-size: x-small; margin: 0;">SAN LUIS I LAND PORT OF ENTRY OFFSITE</p>		
<p style="font-size: x-small; margin: 0;">PAVEMENT MARKING PLAN</p>		<p style="font-size: x-small; margin: 0;">16 OF 38</p>

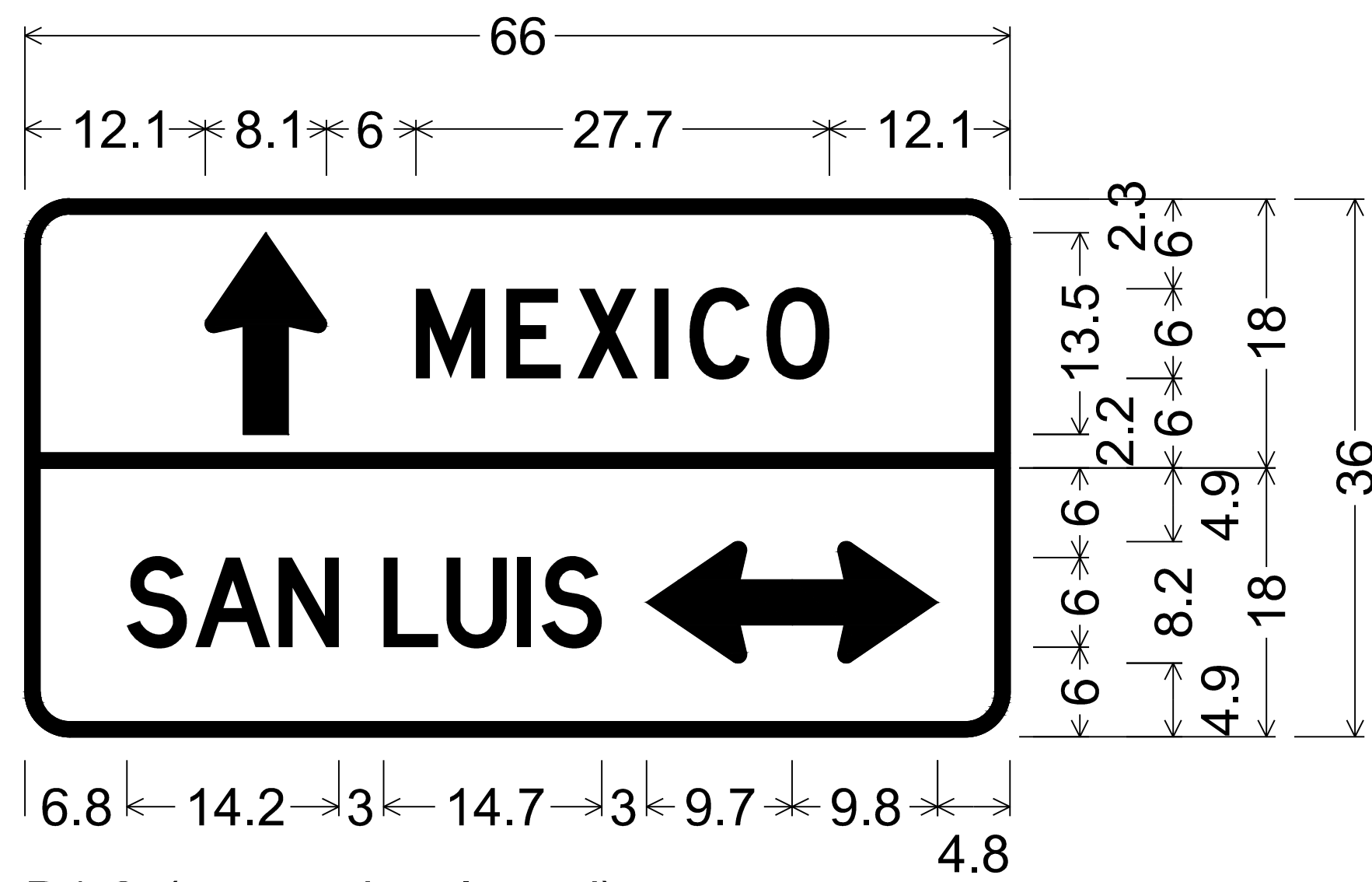
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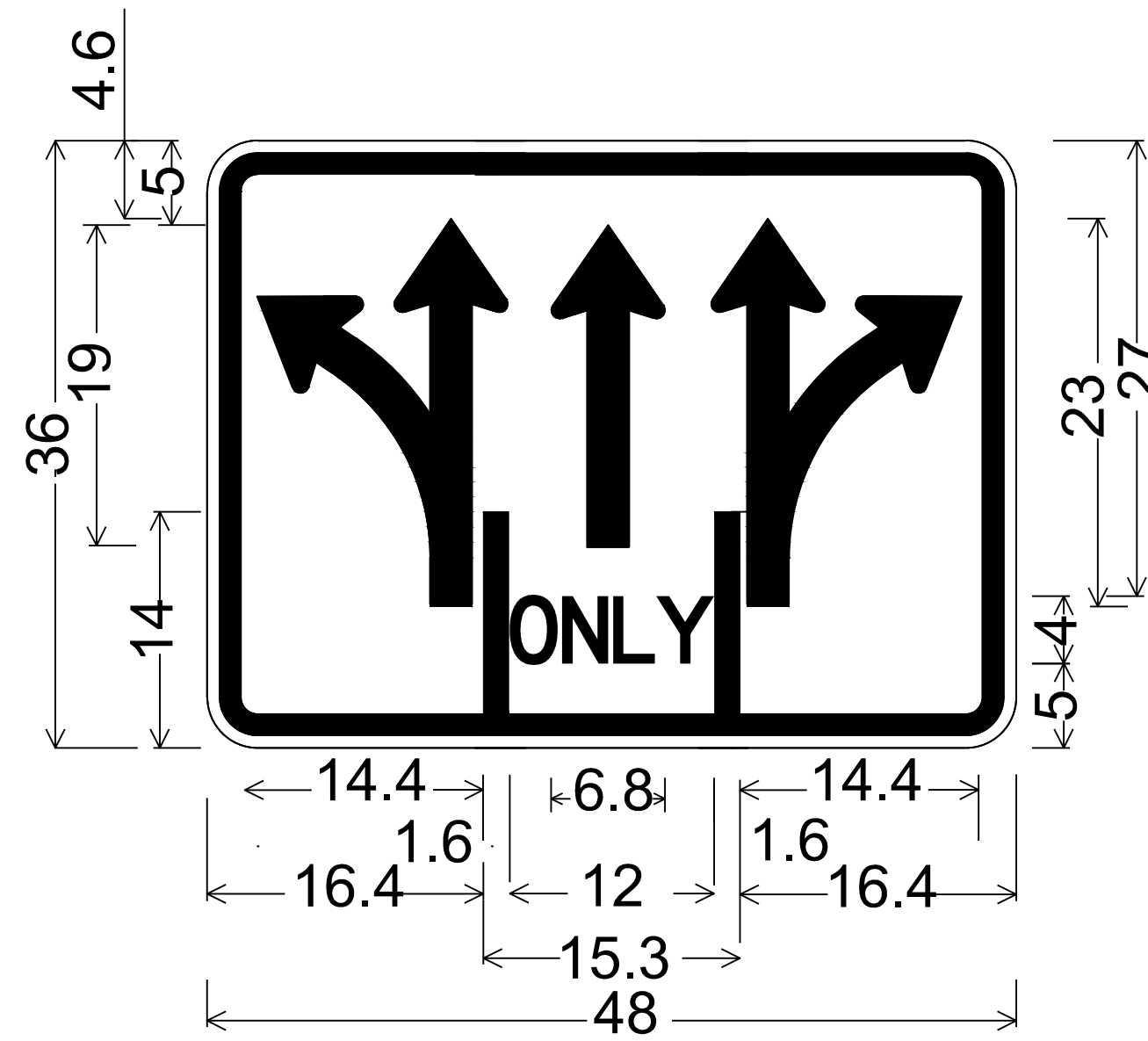
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	SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP
DATE: 11/1/23		C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
PAVEMENT MARKING PLAN			17 OF 38



D1-2 (conventional road);

3.0" Radius, 1.0" Border, White on Green;  
Arrow 6" Type D2 - 13.5" 90°;  
"MEXICO", D;

3.0" Radius, 1.0" Border, White on Green;  
"SAN LUIS", D 50% spacing;  
Arrow 6" Type D1 - 9.8" 180°;  
Arrow 6" Type D1 - 9.8" 0°;

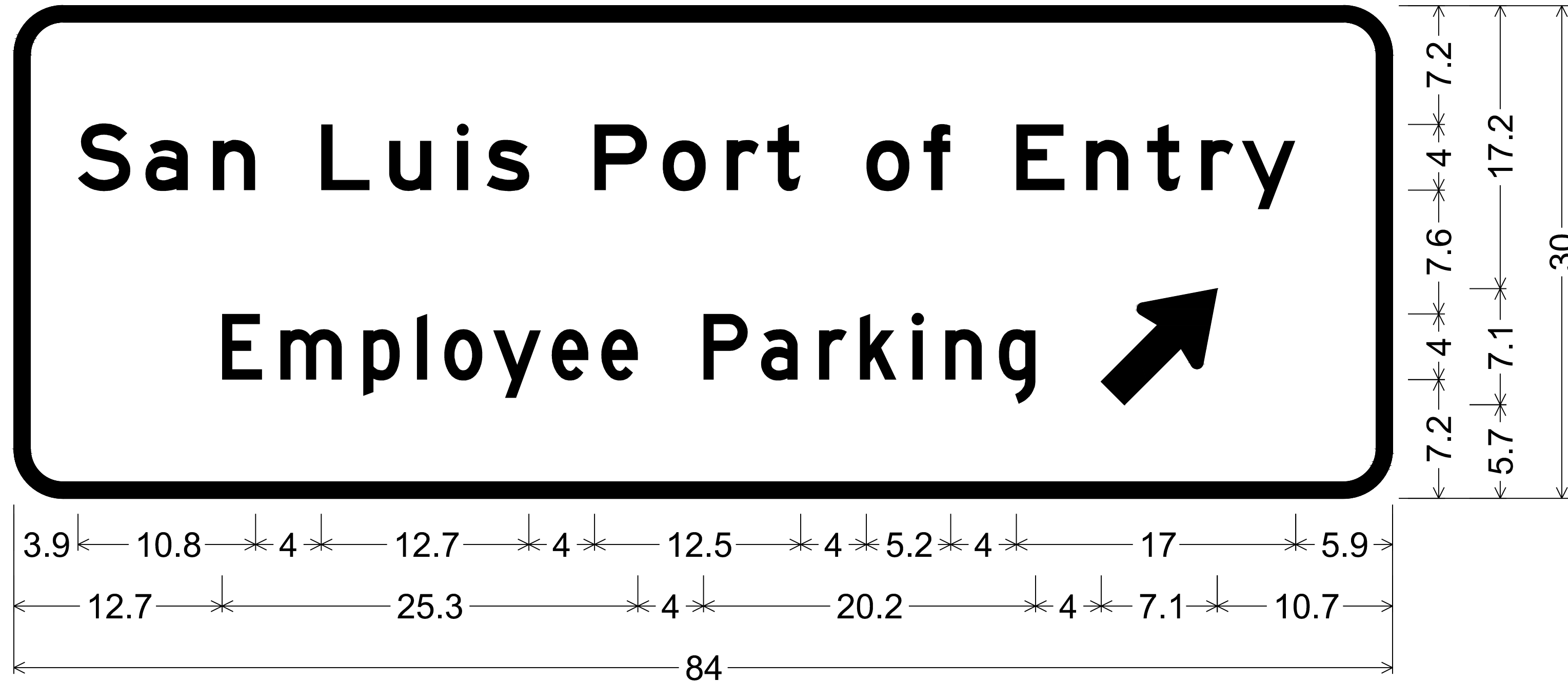


R3-8LLQ CUSTOM

3.0" Radius, 1.3" Border, 0.7" Indent, LaneMarker height: 12.0 LaneMarker width: 1.5 Black on White;  
3.0" Radius, 1.3" Border, 0.8" Indent, Black on White;  
"ONLY", D 2K specified length;  
3.0" Radius, 1.3" Border, 0.8" Indent, LaneMarker height: 12.0 LaneMarker width: 1.5 Black on White;

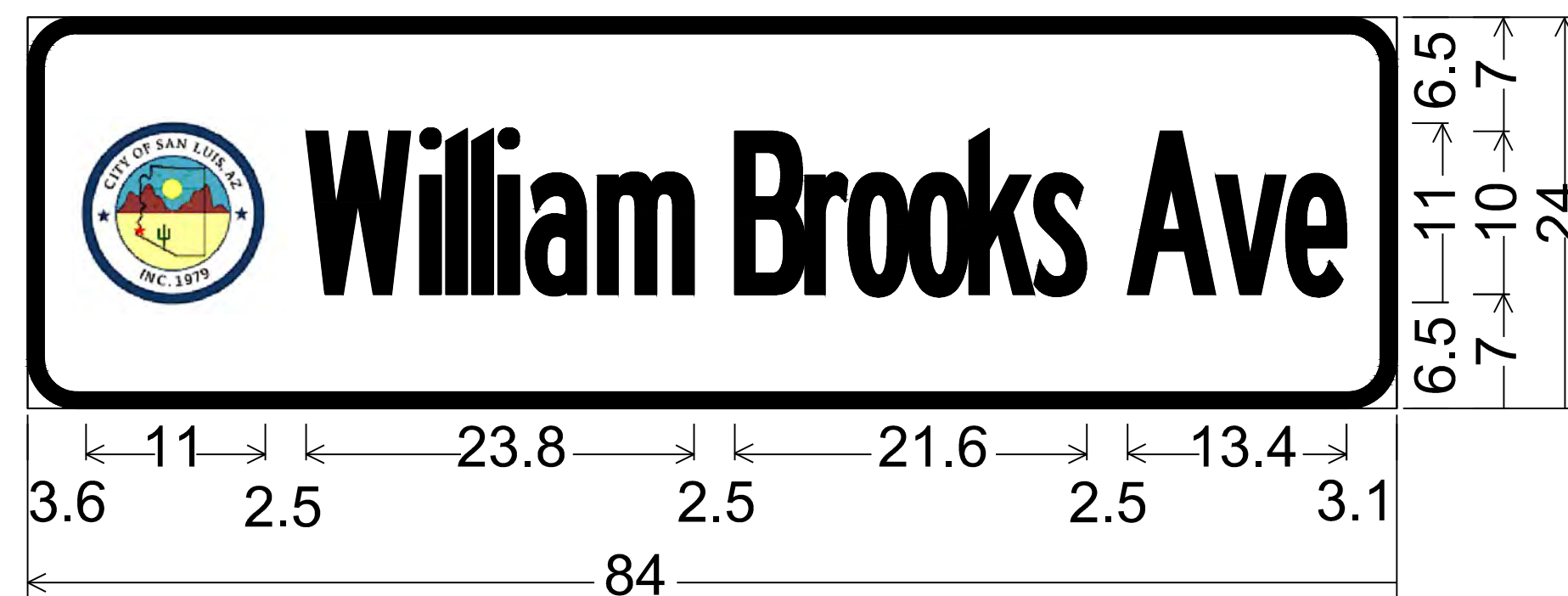


SPECIAL  
"ADA SYMBOL", White on Blue  
"HANDICAPPED DROP-OFF ZONE", White on Blue  
"NO PARKING", Blue on White



D8-102(conventional road);

3.0" Radius, 1.0" Border, White on Green;  
"San Luis Port of Entry", E; "Employee Parking", D;  
Arrow 4" Type D2 - 9.0" 45°;



Metro OST;  
3.0" Radius, 1.0" Border, White on Blue;  
Rounded Rectangle 5.5" Radius; "William", Highway B 2K 160% spacing;  
"Brooks", Highway B 2K; "Ave", Highway B 2K;

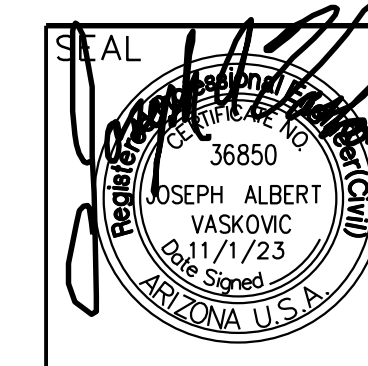


Metro OST;  
3.0" Radius, 1.0" Border, White on Blue;  
Rounded Rectangle 5.5" Radius; "Urtuzuastegui", Highway B 2K 160% spacing;  
"St", Highway B 2K;

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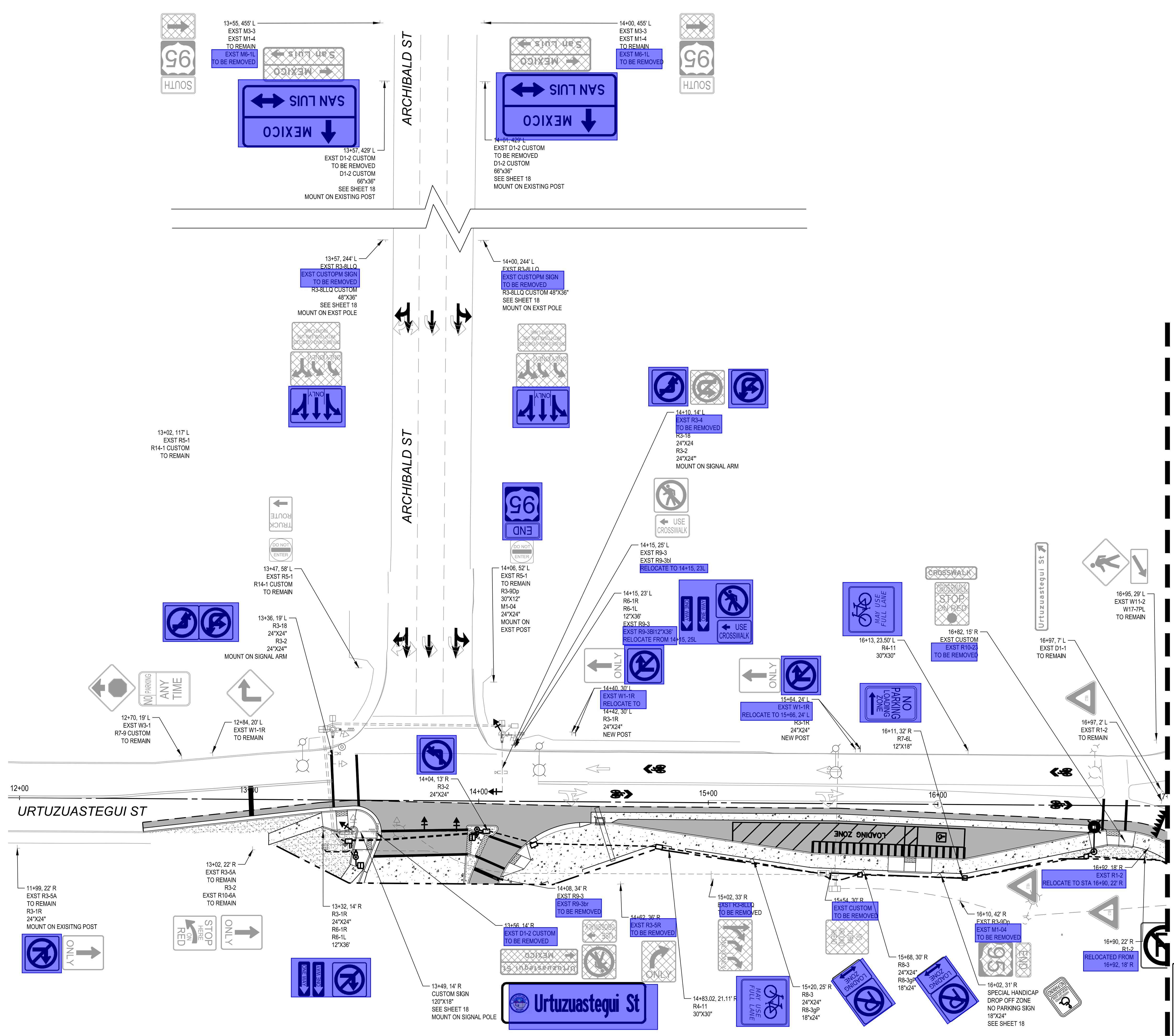


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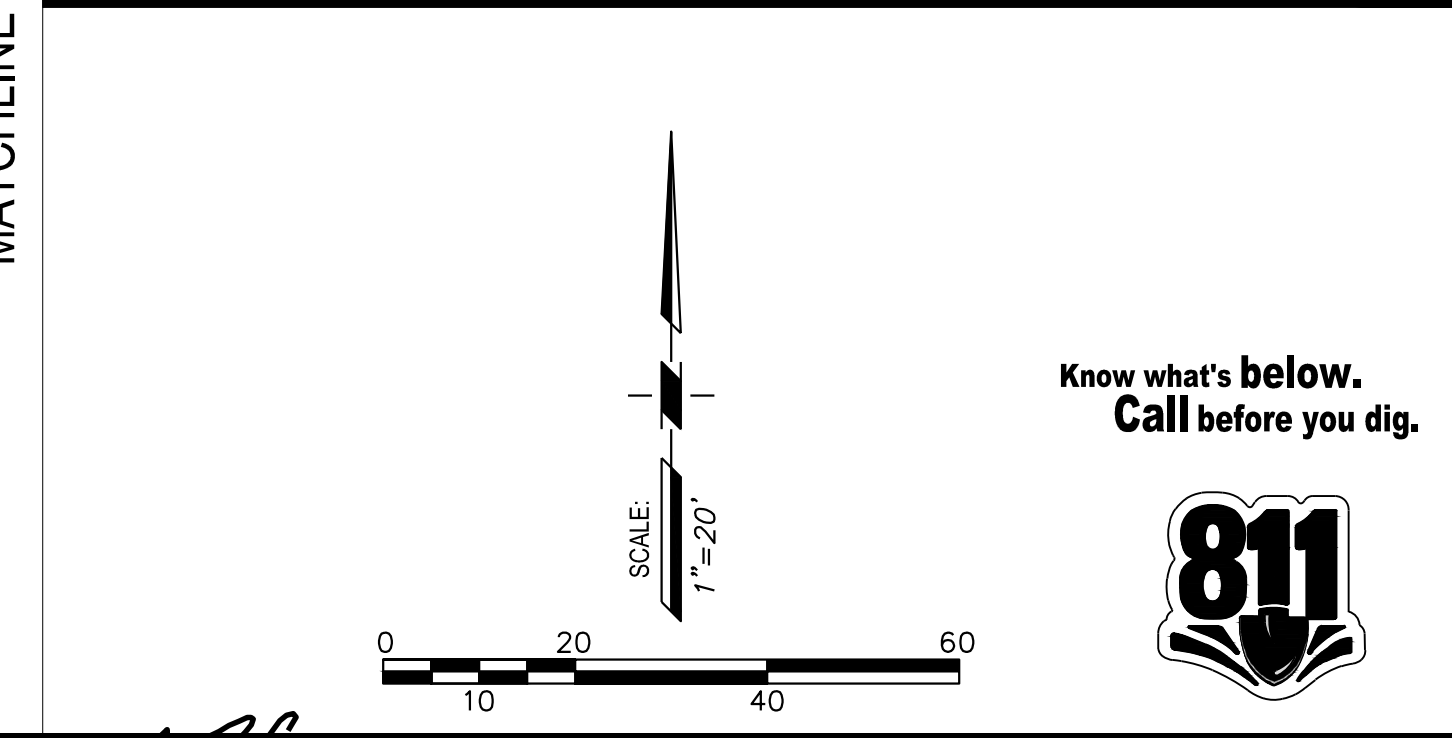
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DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
SIGNING LAYOUT		18 OF: 38

# SHEET NOTES



MATCHLINE STA 17+00 SEE SHEET 20

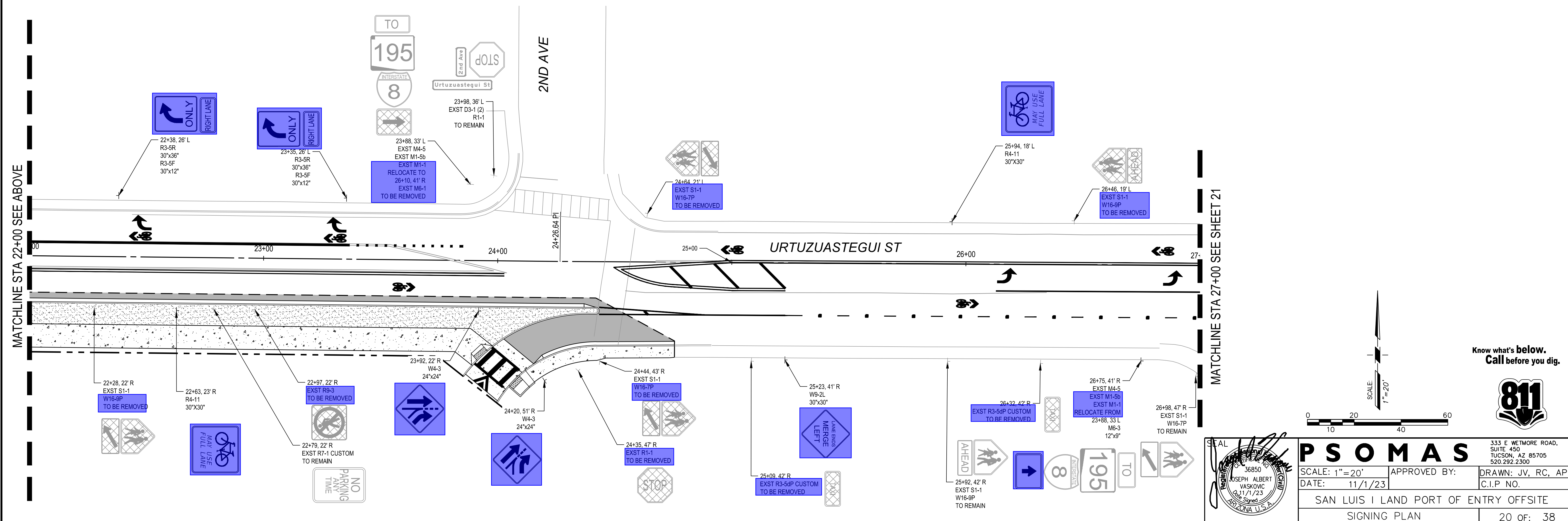
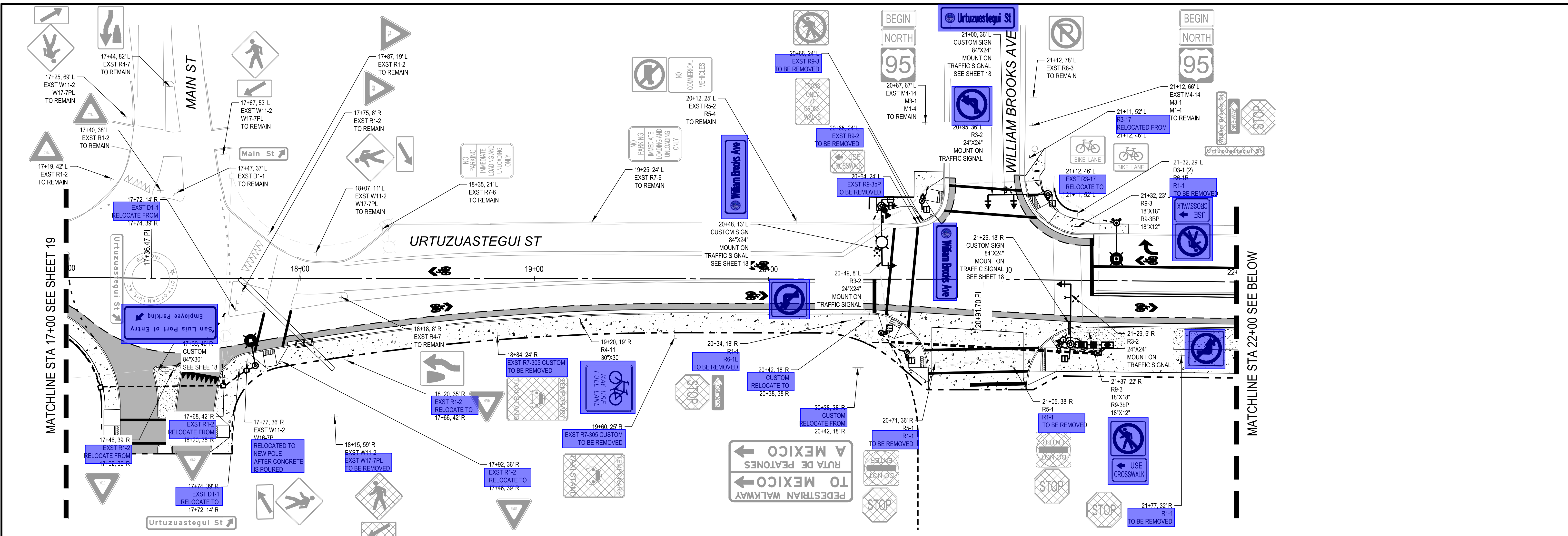
# LEGEND



		<b>PSOMAS</b> 333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
		SCALE: 1"=20' DATE: 11/1/23	APPROVED BY: DRAWN: JV, RC, AP C.I.P. NO.

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SCALE: 1"=20'

0 20 40 60

**PSOMAS** 333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300

SCALE: 1"=20'

APPROVED BY: JOSEPH ALBERT VASKOVIC 36850 11/1/23

DATE: 11/1/23

DRAWN: JV, RC, AP

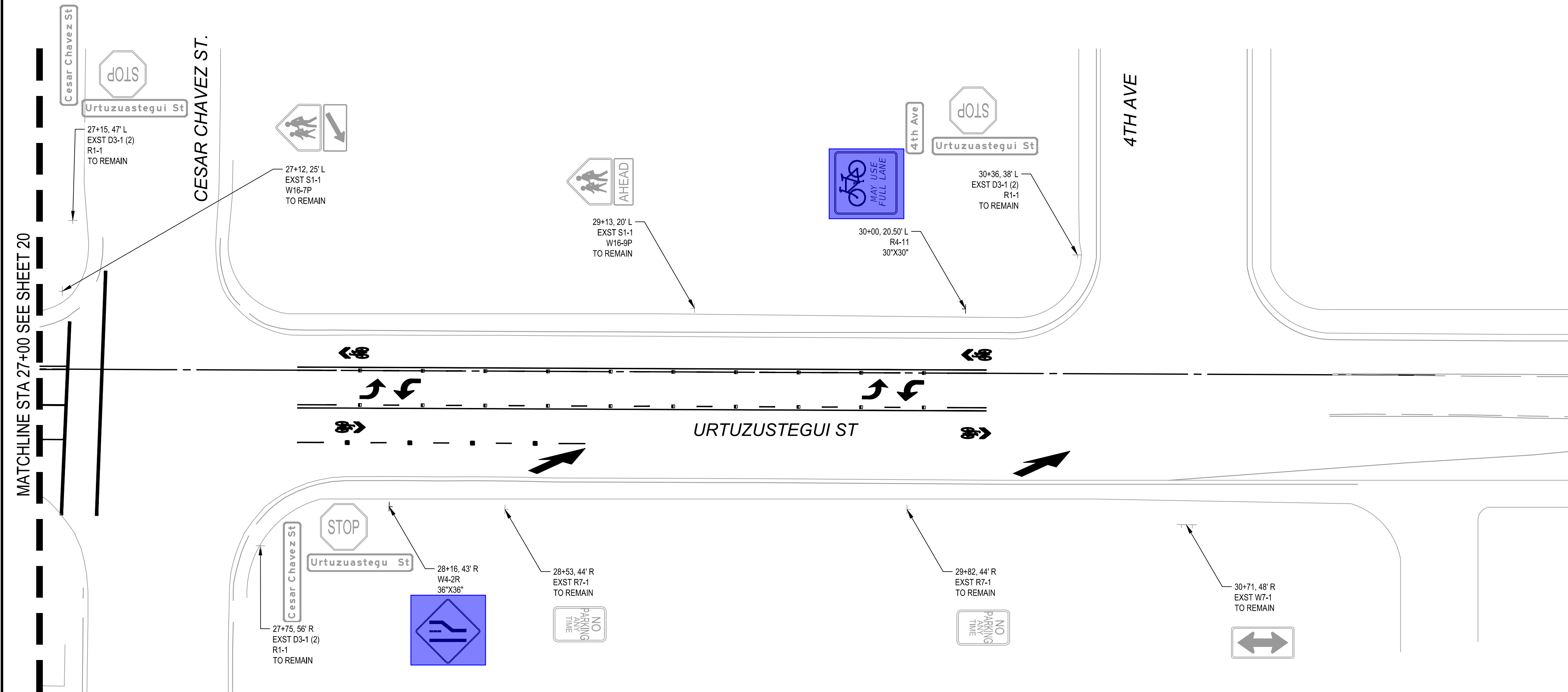
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SAN LUIS I LAND PORT OF ENTRY OFFSITE

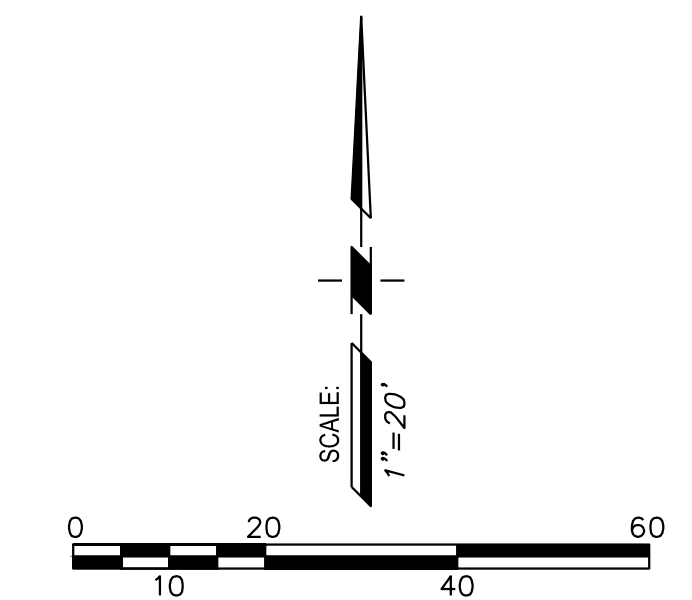
SIGNING PLAN

20 OF: 38

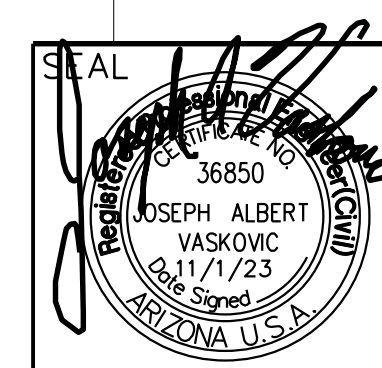
**SHEET NOTES**



**LEGEND**



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<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP
DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
SIGNING PLAN		21 OF 38

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**TRAFFIC SIGNAL GENERAL NOTES:**

1. ALL MATERIALS AND INSTALLATION SHALL CONFORM TO CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS (MAY 2019), ADOT 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, AND 2017 NATIONAL ELECTRICAL CODE (NEC).
2. THE LOCATION OF UTILITIES SHOWN ON THE PLANS IS APPROXIMATE. ALL INVOLVED UTILITIES MAY NOT BE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES FOR EXACT LOCATIONS PRIOR TO ANY CONSTRUCTION. IF DISCREPANCIES EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL POT HOLE FOR UTILITIES. PRIOR TO INSTALLATION OF CONDUIT, THE CONTRACTOR SHALL POT HOLE FOR UTILITIES WHERE CONDUIT INSTALLATION SHALL CROSS EXISTING FACILITIES.
4. THE CONTRACTOR SHALL MAINTAIN AT LEAST 10 FEET FROM ANY OVERHEAD APS POWER LINES, 3 FEET FROM ANY APS OR OTHER UTILITY POLES, 4 FEET FROM DRAINAGE DITCHES, AND AT LEAST 1 FOOT CLEARANCE FROM ALL OTHER UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO CONFIRM UTILITIES.
5. THE TRAFFIC SIGNAL CONTRACTOR MUST COORDINATE WITH CITY OF YUMA COUNTY TRAFFIC CONTROL SUPERVISOR, JOSE ROMERO, AT (928) 341-2553 A MINIMUM OF 2 WEEKS PRIOR TO BEGINNING CONSTRUCTION WORK.
6. THE TRAFFIC SIGNAL CONTRACTOR MUST COORDINATE WORK WITH THAT OF ANY OTHER CONTRACTORS WITHIN OR ADJACENT TO PROJECT LIMITS.
7. ALL EQUIPMENT, EXCEPT SIGNAL CABINET EQUIPMENT, THAT IS REMOVED BY THE CONTRACTOR AND NOT REUSED MUST BE SALVAGED, PROTECTED FROM DAMAGE AND DELIVERED BY THE CONTRACTOR DURING NORMAL BUSINESS HOURS TO THE CITY OF SAN LUIS. CONTACT STREET DIVISION AT (928) 341-8577 FOR LOCATION OF DELIVERY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING POWER SOURCE LOCATIONS SHOWN ON THESE PLANS WITH APS AND FOR COORDINATION AN ACTUAL ESTABLISHMENT OF ELECTRICAL SERVICE WITH APS. THE CITY OF SAN LUIS WILL BE RESPONSIBLE FOR PAYMENT OF FEES.
9. FOR ELECTRICAL SERVICE REQUIREMENTS, CONTACT DANIEL BARRERA OF ARIZONA PUBLIC SERVICE (APS) COMPANY AT (928) 615-0431, A MINIMUM OF 7 WORKING DAYS BEFORE SERVICE IS REQUIRED.
10. THE CONTRACTOR SHALL CONTACT THE CITY OF SAN LUIS, STREET DIVISION AT (928) 341-8577 TO SCHEDULE THE TURN-ON OF THE NEW TRAFFIC SIGNAL.
11. ALL PAVEMENT MARKINGS MUST BE INSTALLED PRIOR TO THE DAY OF TURN-ON. THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTOR RESPONSIBLE SIGNING INSTALLATION AND REMOVAL AT THE INTERSECTION OF URTUZUASTEGUI STREET AND 2ND AVENUE TO COORDINATE THE TIMING OF THE TRAFFIC SIGNAL TURN ON WITH THE TIMING OF THE STOP SIGN REMOVAL.
12. ALL CONDUCTORS MUST BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
13. ALL SIGNAL HEAD, INCLUDING THOSE LOCATED ON TYPE A POLES, MUST BE SERVED FROM THE MAST ARM SIGNAL POLE ON THE ASSOCIATED CORNER.
14. ALL CABLES MUST SATISFY IMSA SPECIFICATION 19-1, AWG \*14.
15. ALL DETECTORS MUST BE INSTALLED OR CONFIGURED, AND FUNCTIONAL, BEFORE THE DAY OF TURN-ON.
16. THE CONTRACTOR SHALL VERIFY ALL TRAFFIC SIGNAL POLE LOCATIONS WITH THE ENGINEER PRIOR TO INSTALLATION.
17. SIGNAL HEAD AIMING MUST BE AS DIRECTED BY THE CITY OF SAN LUIS SENIOR TRAFFIC TECHNICIAN.
18. ALL PARALLEL CONDUITS IN PROXIMITY TO EACH OTHER SHOULD BE INSTALLED IN A JOINT TRENCH OR JOINT BORING/DRILLING OPERATION, INCLUDING INTERCONNECT CONDUITS, WHERE APPLICABLE. (SEE LIGHTING PLANS).
19. THE CONTRACTOR SHALL FURNISH AND INSTALL A FULLY FUNCTIONAL VIDEO DETECTION SYSTEM FROM THE CITY OF YUMA'S PRE-APPROVED VENDOR, PROVIDE ALL EQUIPMENT MOUNTING, CABLING, AND CONNECTIONS IN ACCORDANCE WITH THESE PLANS AND THE VENDOR SPECIFICATIONS AND REQUIREMENTS. EQUIPMENT CONFIGURATION SHALL BE COMPLETED BY VENDOR-EMPLOYED REPRESENTATIVE. SEE CITY STANDARD VIDEO DETECTION STD DETAIL NO. 9-150. SYSTEM SHALL BE MIOVISION OR GRIDSMART WITH VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEM (V.I.V.T.D.S.).
20. PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH THE CONTRACTOR WILL OPERATE. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN CONNECTION WITH OR ON BEHALF OF THE CONTRACTOR FOR ANY ERRORS OR NEGLIGENCE BY THE CONTRACTOR.
21. PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL THE ENGINEER RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR THE DIFFERENCES IN ACTUAL DIMENSIONS INDICATED ON THE DRAWINGS.
22. ALL EMPTY CONDUITS SHALL BE PROVIDED WITH NYLON PULL CORD INSTALLED. THE PULL CORD SHALL BE CONSIDERED AS INCIDENTAL TO THE UNIT PRICE OF THE CONDUIT FURNISHED AND INSTALLED.
23. ALL CONDUIT SWEEPS ENTERING TYPE 7 PULL BOXES WITH EXTENSIONS SHALL USE A 30 DEGREE SWEEP WITH A MINIMUM 36" RADIUS.
24. THE COST OF ALL CONDUIT STUB-OUTS IS INCIDENTAL TO THE COST OF THE ASSOCIATED PULL BOXES.
25. TRAFFIC CONTROL CHANGE AHEAD WARNING SIGNS SHALL BE INSTALLED WHEN TRAFFIC CONTROL TYPE HAS CHANGED AT THE INTERSECTION OF URTUZUASTEGUI STREET AND 2ND AVENUE FOR A MINIMUM OF 60 DAYS FOLLOWING THE TRAFFIC CONTROL CHANGE. THE CONTRACTOR SHALL REMOVE THE TEMPORARY SIGNS WHEN WARNING STAGE IS COMPLETED.
26. ALL NEW TRAFFIC SIGNAL SHALL HAVE A 2" REFLECTIVE 3M DG3 SHEETING ON 5" WIDE LOUVERED BACKPLATES, PER ASTM TYPE XI.
27. THE CONTRACTOR SHALL CONTACT THE CITY OF SAN LUIS PUBLIC WORKS PRIOR TO PLACING MATERIALS ORDERS. ALL MATERIALS AND EQUIPMENT SHALL BE APPROVED BY THE CITY OF SAN LUIS THROUGH THE EQUIPMENT AND MATERIALS SUBMITTAL PROCESS PRIOR TO PLACING ORDERS.

**LEGEND**

EXIST	PROPOSED	
-----	-----	NEW RIGHT OF WAY
-----	-----	EXISTING RIGHT OF WAY
-----	-----	EXISTING EASEMENT
=====	=====	EXISTING ROADWAY
	-----	PROPOSED TRAFFIC SIGNAL CONDUIT RUN
	-----	EXISTING TRAFFIC SIGNAL CONDUIT RUN
	---+---	CONDUIT STUB-OUT
⊗	⊗	*7 PULLBOX WITH EXTENSION
⊙	⊙	*3 1/2 PULLBOX
□	□	*5 PULLBOX
□	□	*7 PULLBOX
⊠	⊠	CONTROLLER, CABINET W/ FOUNDATION
⊠	⊠	SERVICE CABINET W/ FOUNDATION
⊠	⊠	BACKUP POWER CABINET
-----	-----	CONDUIT RUN
⊗	⊗	LUMINAIRE W/PHOTOCELL
⊗	⊗	LUMINAIRE
---+---	---+---	STREET NAME SIGN (SNS)
⊙	⊙	PEDESTRIAN PUSHBUTTON
⊙	⊙	POLE OR POST AS INDICATED
⊠	⊠	POLE ID KEY LETTER
⊠	⊠	CONDUIT RUN NUMBER
⊠	⊠	PEDESTRIAN SIGNAL
⊠	⊠	VIDEO DETECTION
⊠	⊠	TRAFFIC SIGNAL
⊠	⊠	TRAFFIC SIGNAL WITH TURN ARROW
⊠	⊠	EMERGENCY VEHICLE PRE-EMPT SENSOR
⊠	⊠	EMERGENCY VEHICLE PRE-EMPT BEACON
---	---	GAS LINE
---	---	TELEPHONE LINE
---	---	ELECTRIC LINE
---	---	SEWER LINE
---	---	WATER LINE
---	---	CABLE TV LINE
---	---	FIBER OPTIC LINE

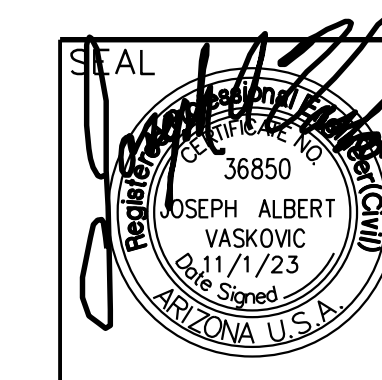
**ABBREVIATIONS**

AVD	ADAPTIVE VIDEO DETECTION	LLI	LOOP LEAD-IN
COY	CITY OF YUMA	PED	PEDESTRIAN
EVPD	EMERGENCY VEHICLE PREEMPTION DETECTOR	PEC	PHOTO ELECTRIC CONTROL
EX OR EXST	EXISTING	PPB	PEDESTRIAN PUSH BUTTON
EXT	EXTENSION	PVC	POLYVINYLCHLORIDE
FO	FIBER OPTIC	SCH	SCHEDULE
SNS	STREET NAME SIGN	SIG	SIGNALS
		SL	STREET LIGHT
		SMA	SIGNAL MAST ARM

Know what's below.  
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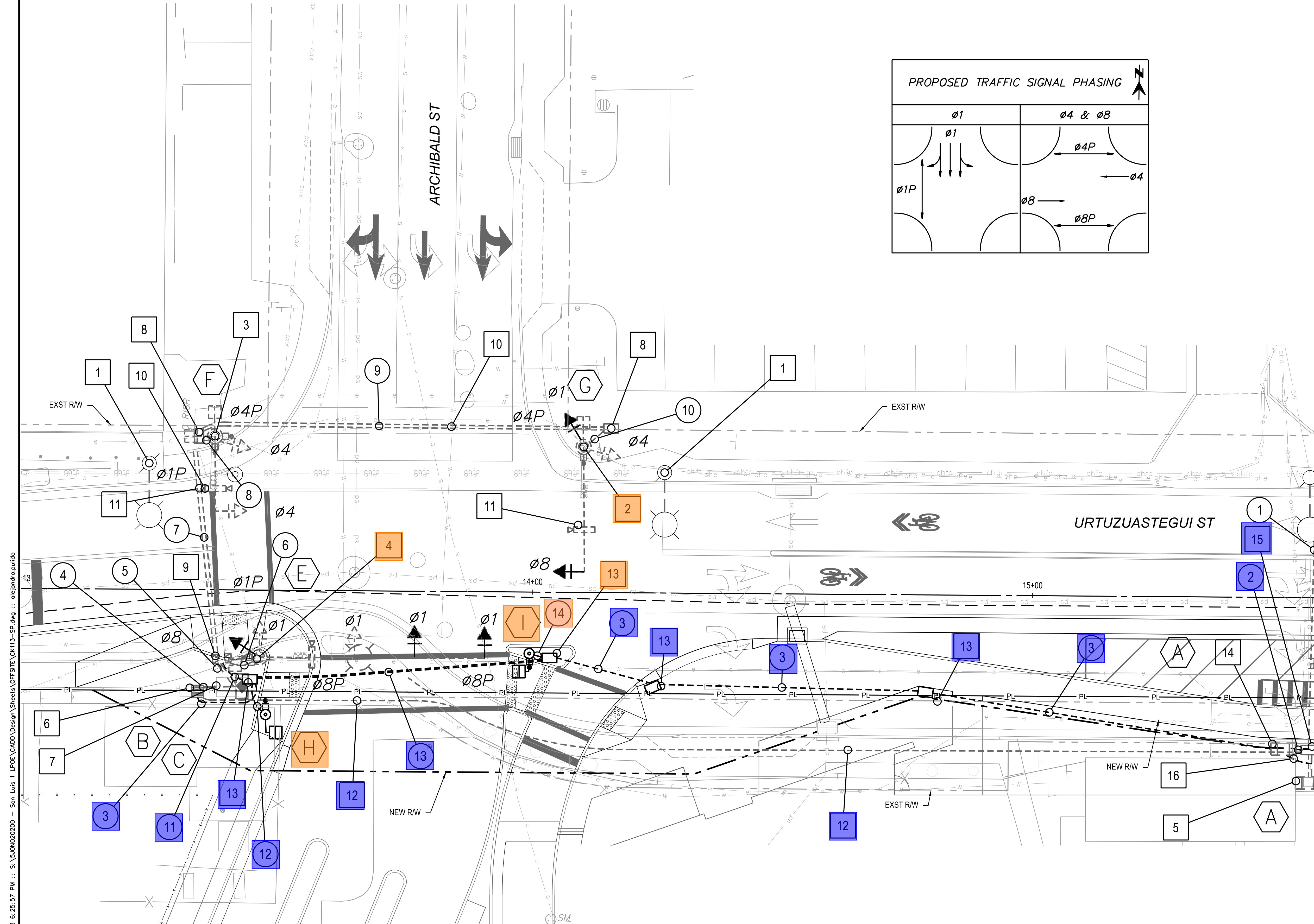
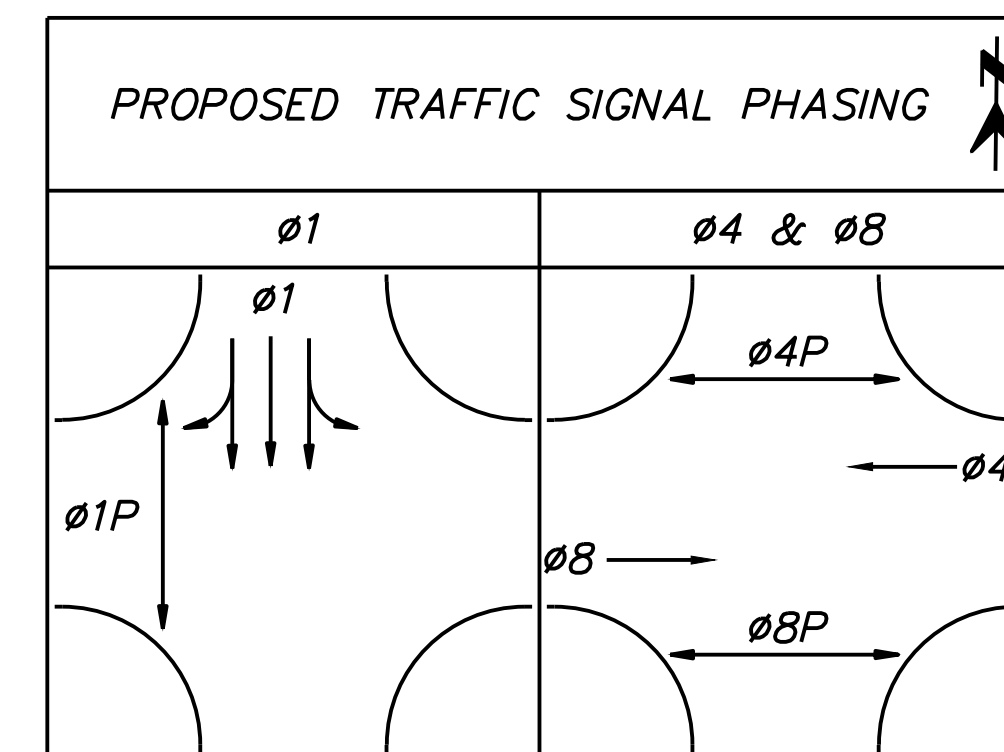


<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
SCALE: N.T.S.	APPROVED BY:	DRAWN: JV, RC, AP	
DATE: 11/1/23		C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
TRAFFIC SIGNAL NOTES			
22 OF: 38			

**SHEET NOTES**

**KEYNOTES: THIS SHEET**

- 1 Existing APS light to remain.
- 2 Existing Type 'K' pole, 25' signal MA, (2) pedestrian signals, (3) traffic signals, and (1) Ped PB to remain. Replace pole mount Type R traffic signal with Type F.
- 3 Existing Type 'K' pole, 15' signal MA, (2) pedestrian signals, (2) traffic signals, and (2) Ped PB to remain.
- 4 Existing Type 'R' pole, 45' signal MA, 20' luminaire MA, 250W horizontal mount light (cobra), (1) pedestrian signal, (5) traffic signals, and (1) Ped PB to remain. Replace (2) MA Type R traffic signals with Type F.
- 5 Existing Meter pedestal, 200A, 120/240V, 1 PH, 3 wire, to be relocated by APS.
- 6 Existing UPS cabinet to remain.
- 7 Existing ADOT Type IV traffic signal controller to remain.
- 8 Existing No. 7 pull box to remain.
- 9 Existing No. 7 pullbox with extension to remain.
- 10 Existing (2) 4" conduit to remain.
- 11 Existing camera mount on 4 ft extension fastened to signal mast arm via Pelco (or equal) clamp to remain.
- 12 Existing conduit and service lines, remove once new service conduit and conductors are in place.
- 13 New No. 7 pullbox.
- 14 Relocated service meter pedestal by APS.
- 15 Reset existing pullbox.
- 16 See Lighting Modification Plan.



**LEGEND**

Know what's below.  
Call before you dig.

Plotted - 10/31/2023 10:28:34 AM :: Saved - 8/31/2023 6:25:57 PM :: S:\5\0\020200 - San Luis I Land Port of Entry Offsite\CK113-SP.dwg :: alexandro.pulido

**PSOMAS**

SCALE: 1"=20'    APPROVED BY:    DRAWN: JV, RC, AP

DATE: 11/1/23    DATE: 11/1/23    C.I.P. NO.


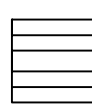
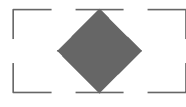
SAN LUIS I LAND PORT OF ENTRY OFFSITE

TRAFFIC SIGNAL PLAN    23 OF 38

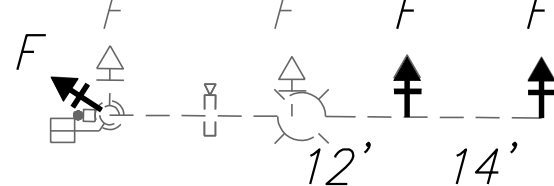
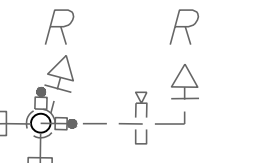
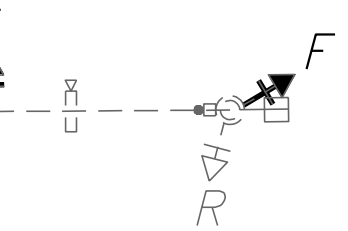


333 E WETMORE ROAD,  
SUITE 450  
TUCSON, AZ 85705  
520.292.2300

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### CABINET SCHEDULE

CABINET	TYPE	CONTROLLER	AUX CONTROLLER	REMARKS	STATION, OFFSET	STANDARDS
A 	-	EXISTING METER PEDESTAL		APS TO RELOCATE	15+50.4, 30.2' Rt	T.S. 2-6 T.S. 3-5
B 	-	EXISTING UPS CABINET		TO REMAIN UNIT RATED 5 KW, 120/240V 1 PH IN NEMA 3R ENCLOSURE	13+31.4, 20.3' Rt	T.S. 2-7
C 	IV	EXISTING MPS 8 PHASE MENU MENU DRIVEN WITH LCD ECONOLITE ASC-13 TS2 TYPE 2/TSI		TO REMAIN PEC MOUNTED ON CONTROLLER CABINET. ELEVATOR PAD PRESENT	13+38.8, 19.5' Rt	T.S. 2-4 T.S. 3-9 T.S. 3-10

### POLE SCHEDULE

POLE NUMBER	TYPE	MAST ARMS		SIGNALS		LUMINAIRE	PED. P.B. TYPE/SIGN	REMARKS	STATION, OFFSET
		SIG	LUM	FACE	ASSEMBLY				
E 	EXST R	45	20 FT	EXST (2) - F NEW (3) - F EXST (1) - PED	EXIST (3) - II EXST (2) - VII EXST (1) - XI	EXST 250W	EXST TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	EXISTING VIDEO CAMERA	E 13+44.9, 13.8' Rt
F 	EXST K	15	-	EXST (2) - R EXST (2) - PED	EXIST (1) - II EXST (1) - VII EXST (2) - XI	-	EXST (2) TYPE 1 2" ADA PB PPB SIGN R10-3b(L) & (R)	EXISTING VIDEO CAMERA	F 13+36.2, 30.7' Lt
G 	EXST K	25	-	NEW (2) - F EXST (1) - R EXST (1) - PED	EXST (1) - II EXIST (1) - VII EXST (1) - XI	-	EXST TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	EXISTING VIDEO CAMERA	G 14+10.0, 29.1' Lt
H 	NEW A (10')	-	-	NEW (1) PED	NEW (1) - XI	-	NEW TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	-	H 13+46.7, 22.1' Rt
I 	NEW A (10')	-	-	NEW (1) PED	NEW (1) - XI	-	NEW TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	-	I 13+99.4, 12.3' Rt

### SHEET NOTES

#### POLE SCHEDULE NOTE

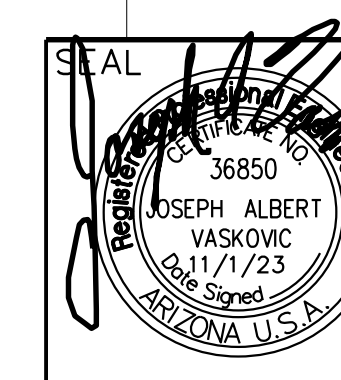
THE CONTRACTOR SHALL PREPARE SIGNED AND SEALED SHOP DRAWINGS FOR ALL TRAFFIC SIGNAL POLES, MAST ARMS, AND FOUNDATIONS TO SUPPORT THE LOAD SHOWN ON THESE PLANS AND TO THE STANDARDS DRAWINGS. DESIGN OF SIGNALS SHALL BE COMPLIANT WITH THE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS, 6TH EDITION. SHOP DRAWINGS SHALL BE SUBMITTED TO THE SENIOR TRAFFIC TECHNICIAN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

#### NOTES

1. THE EXISTING TRAFFIC SIGNAL WAS CONSTRUCTED FOLLOWING THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) SIGNALS AND LIGHTING STANDARD (SLS) DRAWINGS, 2010. REFERENCE IS MADE TO THESE STANDARD DETAILS.

### LEGEND

Know what's below.  
Call before you dig.



<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
SCALE: N.T.S.	APPROVED BY:	DRAWN: JV, RC, AP
DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
TRAFFIC SIGNAL POLE SCHEDULE		24 OF: 38

CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT-CONDUCTOR RUN NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
CONDUIT SIZE (INCHES)	Exst 2.5	3	3	Exst 3	Exst 2-4	Exst 3	Exst 2-4	Exst 3	Exst 2-4	Exst 3	Exst 3	3	3	2-4	3																			
AWG	CIRCUIT PHASE																																	
#14 AWG IMSA 19-1 MULTI-CONDUCTOR CABLE	NO. OF CABLES																																	
	NO. OF CONDUCTORES																																	
	SIGNAL #1																																	
	SIGNAL #2																																	
	SIGNAL #3																																	
	SIGNAL #4																																	
	SIGNAL #5																																	
	PEDESTRIAN SIGNAL #2 (FUTURE)																																	
	PEDESTRIAN SIGNAL #4 (FUTURE)																																	
	PEDESTRIAN SIGNAL #6 (FUTURE)																																	
	PEDESTRIAN SIGNAL #8 (FUTURE)																																	
	PEDESTRIAN P.B. #2 (FUTURE)																																	
	PEDESTRIAN P.B. #4 (FUTURE)																																	
	PEDESTRIAN P.B. #6 (FUTURE)																																	
	PEDESTRIAN P.B. #8 (FUTURE)																																	
	PEDESTRIAN P.B. COMMON																																	
	SIGNAL COMMON ●																																	
	SPARES																																	
	CONDUIT-CONDUCTOR RUN NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	#110 XHHW	EXST STREET LIGHTING CIRCUIT (BLACK)					1	1	1		1	1																						
	EXST STREET LIGHTING CIRCUIT (RED)					1		1	1																									
#8 XHHW	EXST STREET LIGHTING COMMON (WHITE)					1	1	1	1	1	1																							
#8 ●	EXST EQUIPMENT GROUND		1	1		1	1	1	1	1	1	1	1	1	1																			
120/240V	EXST POWER HOT #6 THW (STREET LIGHT)				2																													
	EXST POWER NEUTRAL #6 THW (STREET LIGHT)				1																													
120/240V	EXST POWER HOT #6 THW (CONTROLLER)				2																													
	EXST POWER NEUTRAL #6 THW (CONTROLLER)				1																													
120/240V	EXST POWER HOT #3/0 (RED) THW (CONTROLLER)	2	2	2	2																													
	EXST POWER NEUTRAL #3/0 (WHITE) THW (CONTROLLER)	1	1	1	1																													
	PRE-EMPT BEACON (BLUE)																																	
	PRE-EMPT BEACON (WHITE)																																	
TOMAR M913 CABLE	PRE-EMPT SENSOR**																																	
		N/W																																
	PRE-EMPT SENSOR**																																	
PER ADOT SOLID 3 COND.	EXST VEHICLE DETECTION					3	1	2	1	1	1																							
	2500# MULE TAPE																																	
CONDUIT-CONDUCTOR RUN NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			

IMSA CABLE, #14 AWG, 20 CONDUCTOR

CABLE #	CONDUCTOR COLOR	SIGNAL INTERVAL	
		BASIC COLOR	TRACER STRIPE
Ø 1	Ø 5 OR OVERLAP A	RED	WHITE
		BLACK	WHITE
		GREEN	WHITE
Ø 2	Ø 6 OR OVERLAP B	RED	--
		4.5	--
		GREEN	--
Ø 3	Ø 7 OR OVERLAP C	BLACK	RED
		ORANGE	RED
		BLUE	RED
Ø 4	Ø 8 OR OVERLAP D	RED	BLACK
		ORANGE	BLACK
		GREEN	BLACK
Ø 2 PED.	Ø 6 PED.	BLUE	--
		BLACK	--
		WHITE	BLACK
Ø 4 PED.		BLUE	WHITE
		RED	GREEN
		WHITE	RED
ALL Ø 'S		WHITE	--
		BLUE	BLACK

INDIVIDUAL CONDUCTORS IN THE CABLE SHALL BE TAGGED AS TO ASSIGNED PHASE

IMSA CABLE 19-1, #14 AWG, 4 CONDUCTOR & 7 CONDUCTOR

SIGNAL HEADS 5-SECTION		SIGNAL HEADS INBOARD & SIDEMOUNT	
7-CONDUCTOR CABLE		4-CONDUCTOR CABLE	
BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	PUSH BUTTON STATION
RED	RED	RED	RED
BLACK	YELLOW	BLACK	YELLOW
GREEN	GREEN	GREEN	GREEN
ORANGE	YELLOW ARROW	WHITE	VEH. COM.
BLUE	GREEN ARROW		
WHITE	VEH. COM.		
WHT/BLK TR	VEH. COM.		

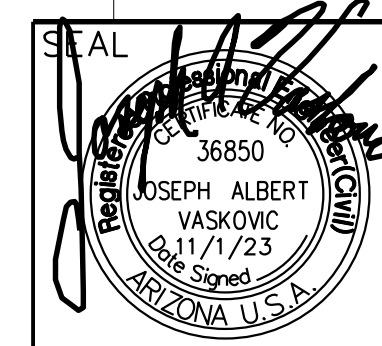
THIS CABLE SHALL BE TAGGED AS TO THE ASSIGNED PHASE

SHEET NOTES

LEGEND

- CONDUIT AND CONDUCTOR SCHEDULE NOTES
- THE INSULATED BOND SHALL HAVE THE INSULATION STRIPPED INSIDE THE PULLBOXES.
  - THE IMSA 20 CONDUCTOR CABLE SHALL BE #14 AWG IMSA 19-1. THE IMSA 4 CONDUCTOR AND 7 CONDUCTOR CABLE SHALL BE #14 AWG IMSA 19-1.
  - - A CRIMP CONNECTION SHALL BE USED FOR SPLICING IN PULLBOXES
  - Exst - EXISTING CONDUIT
  - ◇ - CONDUCTORS BY UTILITY COMPANY, CONDUIT BY CONTRACTOR, DEPTH OF CONDUIT AND RISER SHALL BE PER UTILITY COMPANY REQUIREMENTS.

Know what's below. Call before you dig.

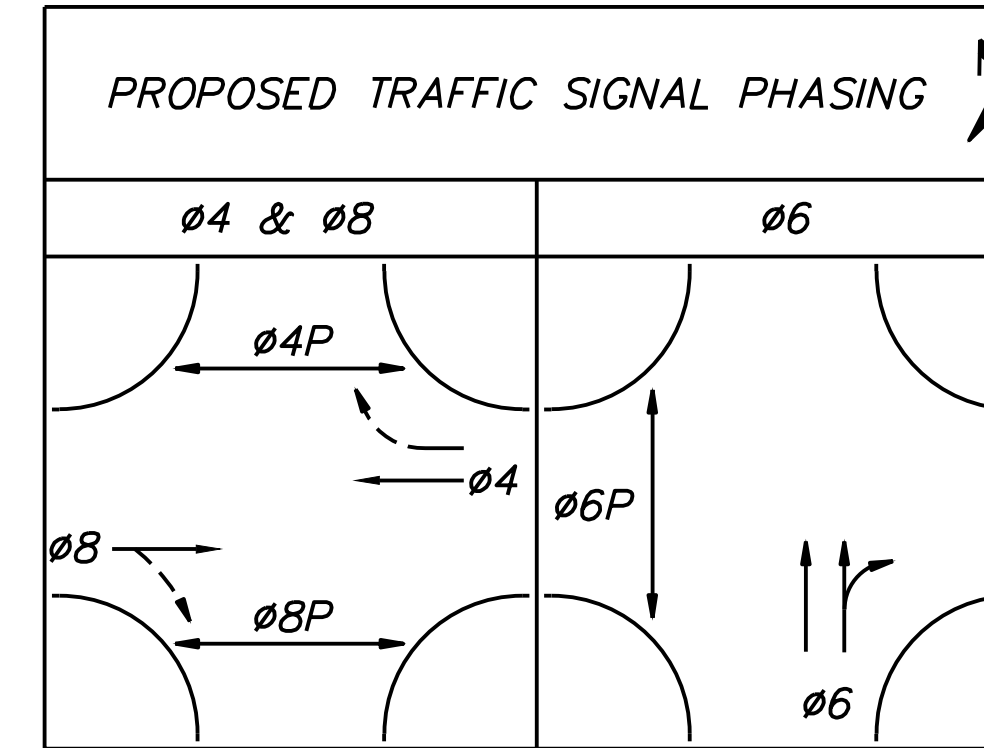
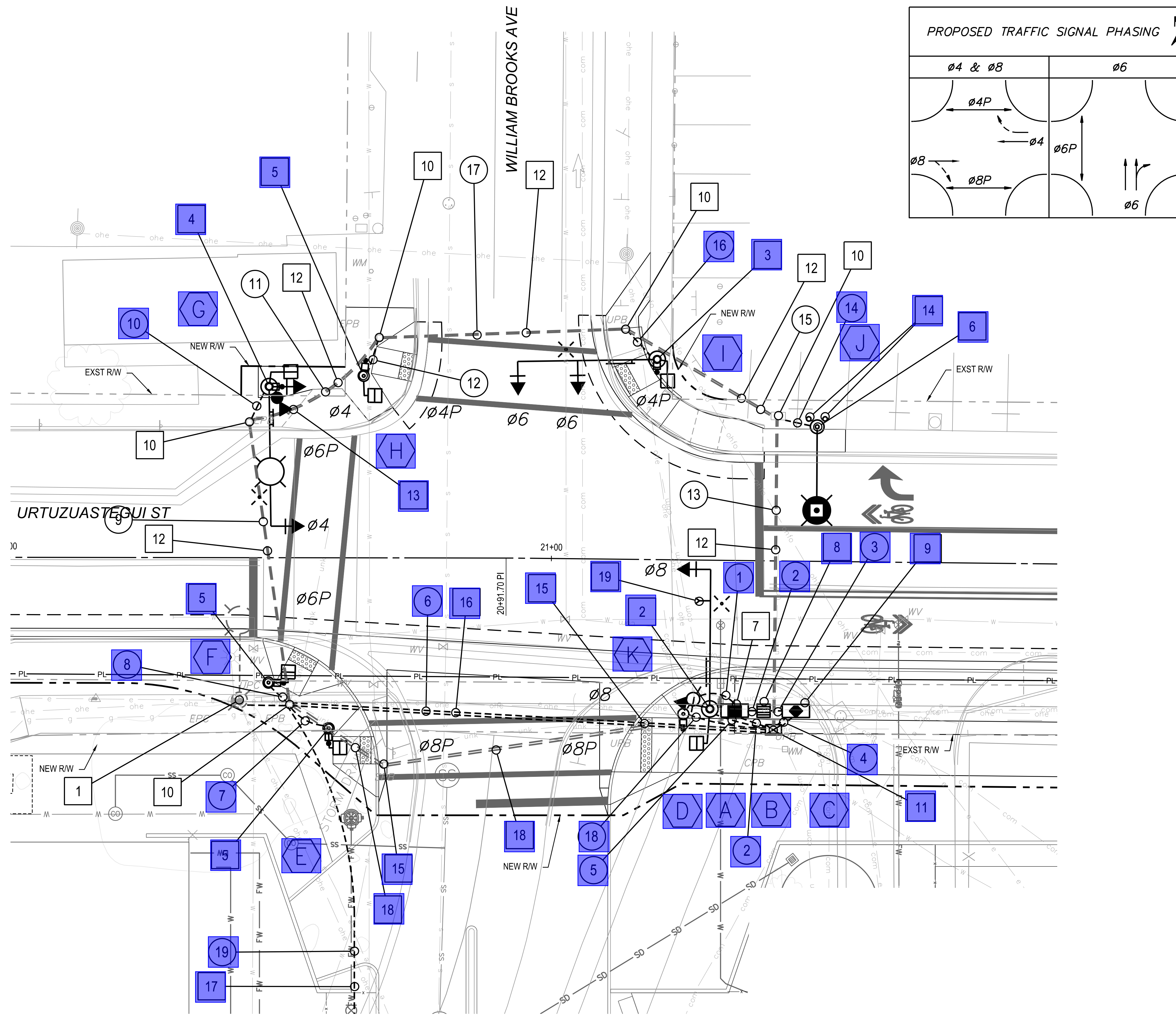


**PSOMAS** 333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300

SCALE: N.T.S. APPROVED BY: DRAWN: JV, RC, AP  
 DATE: 11/1/23 C.I.P. NO.  
 SAN LUIS I LAND PORT OF ENTRY OFFSITE  
 TRAFFIC SIGNAL CONDUCTOR SCHEDULE 25 OF: 38

Plotted - 10/31/2023 10:29:36 AM :: Saved - 8/31/2023 6:26:23 PM :: S:\5\06020200 - San Luis 1 LPOE\CADD\Design\Sheets\OFFSITE\CK009.dwg :: olejandra.pulido

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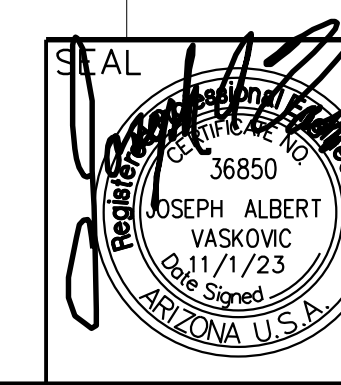
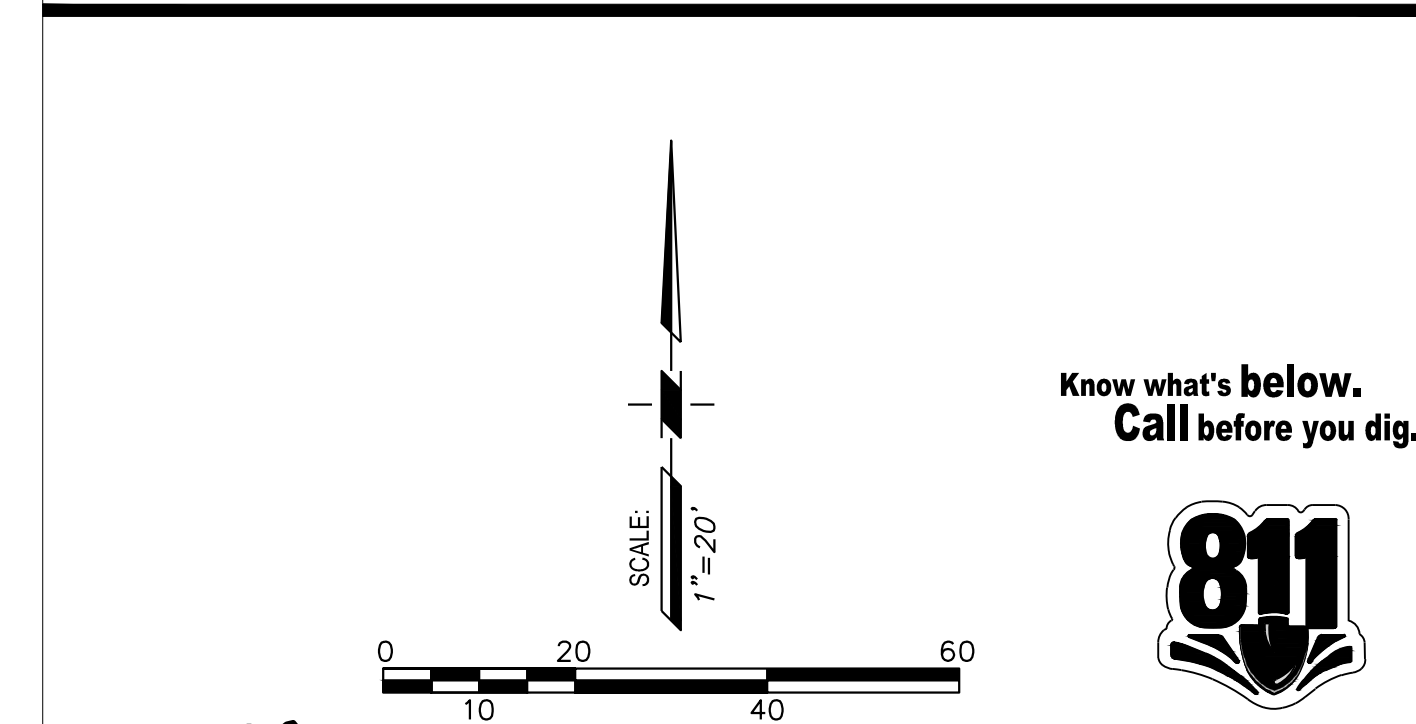


**SHEET NOTES**

**KEYNOTES: THIS SHEET**



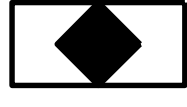
- 1 Existing APS light to remain.
- 2 New Type 'J' pole, 25' signal MA, (1) pedestrian signal, (2) traffic signals with one MA and one side mounted, (1) Ped PB, street name sign, Pre-Empt GPS and beacon.
- 3 New Type 'J' pole, 25' signal MA, (1) pedestrian signal, (2) traffic signals both MA mounted, (1) Ped PB, street name sign, and Pre-Empt beacon.
- 4 New Type 'Q' pole, 25' signal MA, 15' luminaire MA, 135W horizontal mount light (cobra), (1) pedestrian signal, (2) traffic signals with one MA and one side mounted, (1) Ped PB, street name sign, Pre-Empt beacon, and Miovision Smartview 360 video detection.
- 5 New Type 'A' pole, 10', (1) pedestrian signal, (1) Ped PB.
- 6 New Type 'G' pole, 15' luminaire MA, 135W horizontal mount light (cobra).
- 7 New APS Meter Pedestal.
- 8 UPS cabinet.
- 9 ADOT Type IV traffic signal controller.
- 10 Existing No. 7 pull box.
- 11 New No. 7 pullbox with extension. Replaces existing No. 7 pullbox.
- 12 Existing (2) 4" conduit.
- 13 New Miovision Smartview 360 Camera
- 14 (2) Ballards.
- 15 Remove existing No. 7 pull box.
- 16 New (2) 4" conduit.
- 17 On-site pre-emption conduit and cable to extend to Headhouse Building, see On-Site plans. Terminate 4-Conductor Cable (CC), location TBD in Headhouse Building, at a mechanical switch similar to Pelco SE-2001 Rectangular Push Button Assy, Flat Back, Alum Mechanical Switch, or other approved equal by the engineer.
- 18 Remove/abandon existing (2) 4" conduit.
- 19 New Opticom GPS Pre-Emption

**LEGEND**

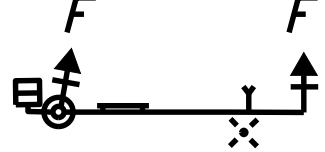




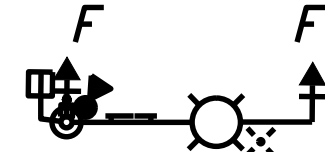



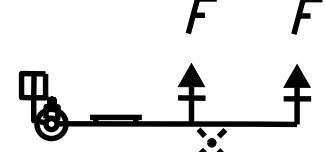

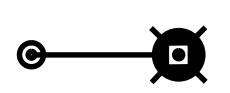





<b>PSOMAS</b>			333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP	
DATE: 11/1/23	C.I.P. NO.		
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
TRAFFIC SIGNAL PLAN			26 OF: 38

CABINET SCHEDULE

CABINET	TYPE	CONTROLLER	AUX CONTROLLER	REMARKS	STATION, OFFSET	STANDARDS
	-	APS METER PEDESTAL		MEYERS MEUG16A-M100-AZ, 120 1 PHASE 100 AMP, W/PHOTOCELL 1-3 SERV. DISC, 100 AMP 2-POLE 2-4 LIGHTING, 20 AMP 2-POLE 6 CONTROL, 15 AMP 1-POLE 8 SIGNAL, 60 AMP 1-POLE	21+33.9, 27.7" Rt	T.S. 2-6 T.S. 3-5
	-	ZINGBLUE BBS WITH 500W BATTERY		UNIT RATED 5 KW, 120/240V 1 PH IN NEMA 3R ENCLOSURE	21+39.1, 27.7' Rt	T.S. 2-7
	IV	ECONOLITE COBALT ATC CONTROLLER W/ECONOLITE CABINET POWER SUPPLY PS-2412-5A		ECONOLITE 77 INCH "R" CABINET ADOT TYPE V (ADOT T.S. 3-9) INCLUDE GENERATOR HOOK-UP ON CABINET	21+45.0, 27.7" Rt	T.S. 2-4 T.S. 3-9 T.S. 3-10

POLE SCHEDULE

POLE NUMBER	TYPE	MAST ARMS		SIGNALS		LUMINAIRE	PED. P.B. TYPE/SIGN	REMARKS	STATION, OFFSET
		SIG	LUM	FACE	ASSEMBLY				
	J See Note 6	25	-	(2) - F (1) - PED	(1) - II (1) - V (1) - XI	-	(1) TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	PRE-EMPT BEACON, SEE NOTE 2 PRE-EMPT GPS SENSOR, SEE NOTE 2 STREET NAME SIGN, SEE SIGNING PLAN	 21+29.3, 27.2' Rt
	A (10 FT)	-	-	(1) - PED	(1) - XI	-	(1) TYPE 1 2" ADA PB PPB SIGN R10-3b(R)	PPB, SEE NOTE 4	 20+59.2, 31.2' Rt  20+48.2, 22.9' Rt
	Q See Note 6	25	15	(2) - F (1) - PED	(1) - II (1) - V (1) - XI	135W SEE NOTE 5	TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	PRE-EMPT BEACON, SEE NOTE 2 STREET NAME SIGN, SEE SIGNING PLAN VIDEO CAMERA, SEE NOTE 3 PPB, SEE NOTE 4	 20+48.2, 31.4' Lt
	A (10 FT)	-	-	(1) - PED	(1) - XI	-	(1) TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	PPB, SEE NOTE 4	 20+65.5, 33.4' Lt
	J See Note 6	25	-	(2) - F (1) - PED	(2) - II (1) - XI	-	TYPE 1 2" ADA PB PPB SIGN R10-3b(L)	PRE-EMPT BEACON, SEE NOTE 2 STREET NAME SIGN, SEE SIGNING PLAN VIDEO CAMERA, SEE NOTE 3 PPB, SEE NOTE 4	 21+19.0, 36.7' Lt
	G	-	15	-	-	135W SEE NOTE 5	-	PHOTOCELL ON LUMINAIRE	 21+48.5, 24.7' Lt
	PPB	-	-	-	-	-	TYPE PB 2" ADA PB PPB SIGN R10-3b(L)	PPB, SEE NOTE 4	 21+24.5, 28.3' Rt

SHEET NOTES

POLE SCHEDULE NOTE

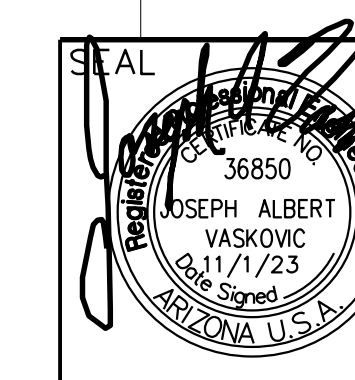
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NOTES

- THE EXISTING TRAFFIC SIGNAL WAS CONSTRUCTED FOLLOWING THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) SIGNALS AND LIGHTING STANDARD (SLS) DRAWINGS, 2010. REFERENCE IS MADE TO THESE STANDARD DETAILS.
- PRE-EMPTION SHALL BE OPTICOM GPS AND INCLUDE:
  - GPS RADIO UNIT MODEL #3100
  - GPS INSTALLATION CABLE MODEL #1700, EXT. 500'
  - 4-CHANNEL 1 SLOT OPTICOM CARD RACK MODEL #760
  - OPTICOM MULTI-MODE PHASE SELECTOR MODEL #764
- VIDEO DETECTION SHALL BE MIOVISION WITH VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEM (V.I.V.T.D.S.) AND INCLUDE:
  - MIOVISION SMARTVIEW 360 BELL CAMERA - INCLUDE CAMERA MOUNT AND UNIVERSAL HUB FOR MOUNTING TO TRAFFIC SIGNAL POLE.
  - SHIELDED CAT5E ETHERNET CABLE
  - MIOVISION CORE WITH DIRECT COUNTS MODULE (DCM)
- PEDESTRIAN PUSH BUTTONS SHALL BE POLARIS APS BUTTONS WITH IN29VNOX-X R10-3 SIGN, ICCU-S CENTRAL CABINET CONTROL UNIT, 850-390 CABLE HARNESS, AND IN2-ICB INTERCONNECT BOARD.
- LUMINAIRE SHALL BE LEOTEX MODEL GCL1, 135, 3000K, 60G OR EQUIVALENT.
- TYPE J AND Q TRAFFIC SIGNAL POLES SHALL BE PER ADOT SPECIFICATION, BUT WITH HINGED COVER ON TERMINAL COMPARTMENT PER FOR REFERENCE ONLY DETAILS.

LEGEND

Know what's below.  
Call before you dig.



<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
SCALE: N.T.S.	APPROVED BY:	DRAWN: JV, RC, AP
DATE: 11/1/23		C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE		
TRAFFIC SIGNAL POLE SCHEDULE		
27 OF: 38		

CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT-CONDUCTOR RUN NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
CONDUIT SIZE (INCHES)		2.5	3	3	2-4	3	2-4	3	3	Exst 2-4	3	Exst 2-4	3	Exst 2-4	3	Exst 2-4	3	Exst 2-4	3	2.5													
AWG	CIRCUIT PHASE																																
#14 AWG IMSA 19-1 MULTI-CONDUCTOR CABLE	NO. IMSA 20 CC				3	1	1			1	1					1	1																
	NO. IMSA 4 CC				15	2	10	2	2	5	3	2	2	2		2	2				1	1											
	SIGNAL Ø1																																
	SIGNAL Ø2																																
	SIGNAL Ø3																																
	SIGNAL Ø4																																
	SIGNAL Ø5																																
	SIGNAL Ø5																																
	SIGNAL Ø5																																
	PEDESTRIAN SIGNAL Ø2 (FUTURE)																																
	PEDESTRIAN SIGNAL Ø4 (FUTURE)																																
	PEDESTRIAN SIGNAL Ø6 (FUTURE)																																
	PEDESTRIAN SIGNAL Ø8 (FUTURE)																																
	PEDESTRIAN P.B. Ø2 (FUTURE)																																
	PEDESTRIAN P.B. Ø4 (FUTURE)																																
PEDESTRIAN P.B. Ø6 (FUTURE)																																	
PEDESTRIAN P.B. Ø8 (FUTURE)																																	
PEDESTRIAN P.B. COMMON																																	
SIGNAL COMMON ●					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
SPARES																																	
CONDUIT-CONDUCTOR RUN NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
#110 XHHW	STREET LIGHTING CIRCUIT (BLACK)				1									1	1																		
	STREET LIGHTING CIRCUIT (RED)				1		1			1	1																						
#8 XHHW	STREET LIGHTING COMMON (WHITE)				1									1	1																		
#8 ●	EQUIPMENT GROUND		1		1	1	1	1	1	1	1	1	1	1	1	1	1																
120/240V	POWER HOT #6 THW (STREET LIGHT)			2																													
	POWER NEUTRAL #6 THW (STREET LIGHT)			1																													
120/240V	POWER HOT #6 THW (CONTROLLER)			2																													
	POWER NEUTRAL #6 THW (CONTROLLER)			1																													
120/240V	POWER HOT #3/0 (RED) THW (CONTROLLER)	2	2	2																													
	POWER NEUTRAL #3/0 (WHITE) THW (CONTROLLER)	1	1	1																													
	PRE-EMPT BEACON (BLUE)																																
	PRE-EMPT BEACON (WHITE)																																
GPS CABLE MODEL #1070	OPTICOM GPS RADIO UNIT MODEL #3100				1	1																											
SHIELDED CAT5E ETHERNET CABLE	VEHICLE DETECTION				1		1			1	1																						
	2500# MULE TAPE																																
CONDUIT-CONDUCTOR RUN NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		

CONDUIT AND CONDUCTOR SCHEDULE NOTES

- THE INSULATED BOND SHALL HAVE THE INSULATION STRIPPED INSIDE THE PULLBOXES.
- THE IMSA 20 CONDUCTOR CABLE SHALL BE #14 AWG IMSA 19-1. THE IMSA 4 CONDUCTOR AND 7 CONDUCTOR CABLE SHALL BE #14 AWG IMSA 19-1.
- - A CRIMP CONNECTION SHALL BE USED FOR SPLICING IN PULLBOXES
- Exst - EXISTING CONDUIT
- ◇ - CONDUCTORS BY UTILITY COMPANY, CONDUIT BY CONTRACTOR, DEPTH OF CONDUIT AND RISER SHALL BE PER UTILITY COMPANY REQUIREMENTS.

IMSA CABLE, #14 AWG, 20 CONDUCTOR				
CABLE #1	CONDUCTOR COLOR	SIGNAL INTERVAL		
		BASIC COLOR	TRACER STRIPE	
Ø 1	Ø 5 OR OVERLAP A	RED	WHITE	RED
		BLACK	WHITE	YELLOW
		GREEN	WHITE	GREEN
Ø 2	Ø 6 OR OVERLAP B	RED	--	RED
		4.5	--	YELLOW
		GREEN	--	GREEN
Ø 3	Ø 7 OR OVERLAP C	BLACK	RED	RED
		ORANGE	RED	YELLOW
		BLUE	RED	GREEN
Ø 4	Ø 8 OR OVERLAP D	RED	BLACK	RED
		ORANGE	BLACK	YELLOW
		GREEN	BLACK	GREEN
Ø 2 PED.	Ø 6 PED.	BLUE	--	WALK
		BLACK	--	DONT WALK
		WHITE	BLACK	PUSH BUTTON
Ø 4 PED.		BLUE	WHITE	WALK
		RED	GREEN	DONT WALK
		WHITE	RED	PUSH BUTTON
ALL Ø 'S		WHITE	--	P.B. COMMON
		BLUE	BLACK	SPARE

IMSA CABLE 19-1, #14 AWG, 4 CONDUCTOR

SIGNAL HEADS INBOARD & SIDEMOUNT 4-CONDUCTOR CABLE	
BASIC COLOR	PUSH BUTTON STATION
RED	RED
BLACK	YELLOW
GREEN	GREEN
WHITE	VEH. COM.

THE CABLES SHALL BE TAGGED AS TO THE ASSIGNED PHASE

PEDESTRIAN HEADS 4-CONDUCTOR CABLE		PUSH BUTTON 4-CONDUCTOR CABLE	
BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	SIGNAL INTERVAL
RED	DONT WALK	RED	PUSH BUTTON
GREEN	WALK	WHITE	P.B. COM.
WHITE	PED. COM.	GREEN	SPARE
BLACK	SPARE	BLACK	SPARE

THE CABLES SHALL BE TAGGED AS TO THE ASSIGNED PHASE

IMSA CABLE 19-1, #14AWG ON-SITE PRE-EMPTION 4-CONDUCTOR CABLE	
BASIC COLOR	PUSH BUTTON STATION
RED	VEH. COM.
WHITE	NEUTRAL
GREEN	GROUND
BLACK	SPARE

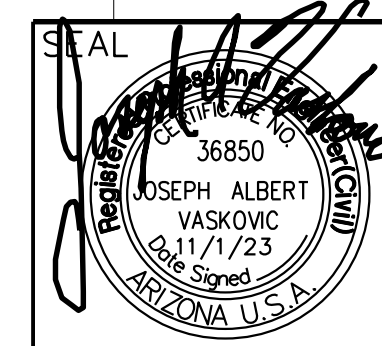
THE CABLES SHALL BE TAGGED EITHER PHASE 9 OR OVERLAP PHASE 6. SEE NOTE 1

SHEET NOTES

- ON-SITE PRE-EMPTION VIA ACC TO BE DESIGNATED AS PHASE 9 OR PHASE 6 OVERLAP FOR NB GREEN AND SET WITH MAX. GREEN TIME OF 180 SEC. OR OTHER TIME, AS APPROVED BY THE ENGINEER.

LEGEND

Know what's below. Call before you dig.

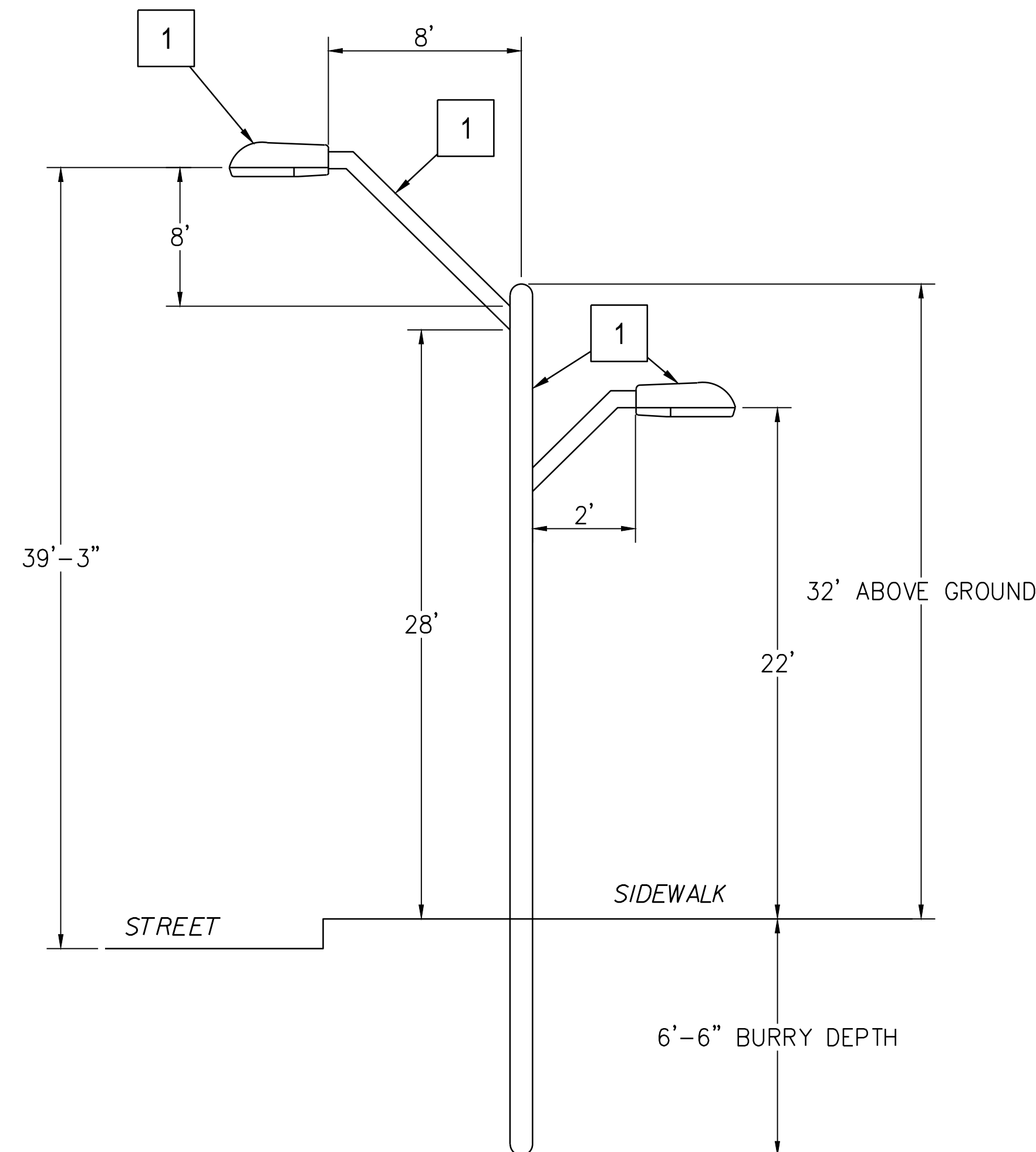


**PSOMAS**  
 333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300  
 SCALE: N.T.S. APPROVED BY: DRAWN: JV, RC, AP  
 DATE: 11/1/23 C.I.P. NO.  
 SAN LUIS I LAND PORT OF ENTRY OFFSITE  
 TRAFFIC SIGNAL CONDUCTOR SCHEDULE 28 OF: 38

Plotted - 10/31/2023 10:32:49 AM :: Saved - 8/31/2023 6:20:30 PM :: S:\51002020 - Son Luis 1\_LPOE\CADD\Design\Sheets\OFFSITE\C001.dwg :: objpndra.pulido

LEGEND

EXIST	PROPOSED	
		LUMINAIRE, MAST ARMS, POLE & POLE BASE
		*7 PULLBOX WITH EXTENSION
		*3 1/2 PULLBOX
		*5 PULLBOX
		*7 PULLBOX
		LOAD CENTER CABINET
		METER PEDESTAL
		CONDUIT RUN
		LUMINAIRE W/PHOTOCELL
		LUMINAIRE
		STREET NAME SIGN (SNS)
		POLE ID KEY LETTER
		CONDUIT RUN NUMBER
		CONSTRUCTION KEY NOTE
		GAS LINE
		TELEPHONE LINE
		ELECTRIC LINE
		SEWER LINE
		WATER LINE
		CABLE TV LINE
		FIBER OPTIC LINE



KEYNOTES: THIS SHEET

1 REFER TO POLE SCHEDULE, LIGHTING MODIFICATION PLAN

STREET LIGHTING GENERAL NOTES:

- ALL LIGHTING AND RELATED CONDUIT/WIRE WORK SHALL CONFORM UNLESS NOTED OTHERWISE TO THE 2021 EDITION OF THE ADOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE CURRENT STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND LIGHTING ALONG WITH ANY SUBSEQUENT AMENDMENTS PRIOR TO BID DATE FOR HIGHWAY LIGHTING.
- EXISTING CONDUIT RUNS ARE DIAGRAMMATIC AND ARE BASED SOLELY ON EXISTING AS-BUILT PLANS. EXACT LOCATION OF CONDUIT RUNS AND PULL BOX LOCATIONS SHALL BE FIELD VERIFIED PRIOR TO ANY EXCAVATION OR REMOVAL WORK.
- POLE OFFSET SHALL BE MEASURED FROM CONSTRUCTION CENTERLINE INDICATED TO THE CENTER OF POLE AS INDICATED ON POLE SCHEDULE. REFER TO LIGHTING PLAN SHEETS FOR ADDITIONAL INFORMATION.
- ALL EXISTING EQUIPMENT AND LIGHTING SYSTEMS SHALL REMAIN IN OPERATION UNLESS OTHERWISE NOTED. COORDINATE AND RECEIVE APPROVAL OF ANY OUTAGES FROM ENGINEER.
- CONTRACTOR IS TO NOTIFY ENGINEER IN WRITING WHEN FIELD ADJUSTMENT OF POLES IS NECESSARY TO AVOID CONFLICT WITH UTILITIES OR CONSTRUCTION. STAKE NEW LOCATION OF POLES FOR REVIEW BY ENGINEER PRIOR TO ANY WORK.
- CONTRACTOR IS RESPONSIBLE FOR LOCATION ALL EXISTING UTILITIES WHETHER SHOWN HEREIN OR NOT AND SHALL PROTECT THEM FROM DAMAGE. CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT IN CONJUNCTION WITH EXECUTION OF THIS CONTRACT.
- WHERE INDICATED ON THE PLANS, REMOVE EXISTING FOUNDATION PER SPECIAL PROVISIONS. POLES AND HARDWARE SHALL BE CLEANED AND DELIVERED TO APS, OR CITY OF SAN LUIS AS INDICATED ON THE PLANS.
- DIRECT BURIED POLES SHALL BE SET IN AN AUGURED HOLE IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. BACKFILL SHALL BE IN ACCORDANCE WITH ADOT 2021 STANDARD SPECIFICATIONS, SUBSECTION 203-5.03(B).
- EXISTING APS POWER SOURCE SHALL REMAIN IN PLACE AND FULLY OPERATIONAL THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL RECIRCUIT AND RECONNECT ALL ELECTRICAL EQUIPMENT CIRCUITS, ETC., NOT INDICATED TO BE REMOVED WHICH MAY BECOME SEVERED FROM IT NORMAL POWER SUPPLY.
- DIRECT BURY POLE BURY DEPTH SHALL BE IN ACCORDANCE WITH APS REQUIREMENTS.
- CONTRACTOR SHALL CONTACT JOHN P. MAHON OF APS AT (928-336-9820) A MINIMUM OF 10 DAYS BEFORE ANY SERVICE WORK IS REQUIRED.
- CONTRACTOR SHALL REFER TO STORM DRAIN PLAN SHEETS FOR COORDINATION OF CONDUIT INSTALLATIONS ROUTED ADJACENT TO AND OVER EXISTING OR NEW CATCH BASIN AREAS.
- EACH LUMINAIRE SHALL BE INDIVIDUALLY PROTECTED BY FUSE.
- ORIENT POLE BASE TO ROADWAY SUCH THAT THE LUMINARIES ARE 90 DEGREES TO THE DIRECTION OF TRAVEL.
- CONTRACTOR TO REPLACE AND BURNED-OUT LAMPS OF NEW EQUIPMENT AT ANY TIME DURING THE CONSTRUCTION PERIOD UP TO FINAL ACCEPTANCE OF THE PROJECT BY THE CITY OF SAN LUIS. COST FOR MATERIAL AND LABOR TO BE INCLUDED AS PART OF "MAINTAIN EXISTING HIGHWAY LIGHTING AND TRAFFIC SIGNALS".
- CONTRACTOR TO FURNISH AND INSTALL A LOCATOR BALL IN THE CONDUIT TRENCH ADJACENT TO PULL BOXES. PULL BOX COVERS TO BE BURIED 12 INCHES BELOW GRADE. TYPICAL UNIT IS 3M-EMS-XR/ID POWER. LOCATOR BALLS TO BE INCLUDED IN PULL BOX PRICES.
- EXISTING LIGHTS ARE POWERED BY APS
- CONTRACTOR TO PROVIDE CONDUIT TRENCH, 1 INCH AND 2 1/2 INCH CONDUIT AND INSTALL 2500 LB. RATED MULE TAPE IN CONDUIT. CLOSE TRENCH AFTER CONDUIT/PULL BOX SYSTEM HAS BEEN INSPECTED AND APPROVED BY APS.
- APS TO SUPPLY PULL BOXES (J BOXES) AND INSTALL LIGHTING CONDUCTORS IN CONDUIT. PULL BOX TO PULL BOX, AND IN LIGHT POLES TO LUMINAIRE ALONG WITH THE NECESSARY FUSES FOR THE ROADWAY STREETLIGHT AND PEDESTRIAN LIGHT. APS TO SUPPLY AND INSTALL LIGHT POLES.
- CONTRACTOR TO INSTALL APS FURNISHED GROUND RODS IN EACH APS FURNISHED PULL BOX. GROUT THE PULL BOXES PER APS REQUIREMENTS. GROUND RODS TO BE INCLUDED AS PART OF PULL BOX INSTALLATION.

Know what's below.  
Call before you dig.

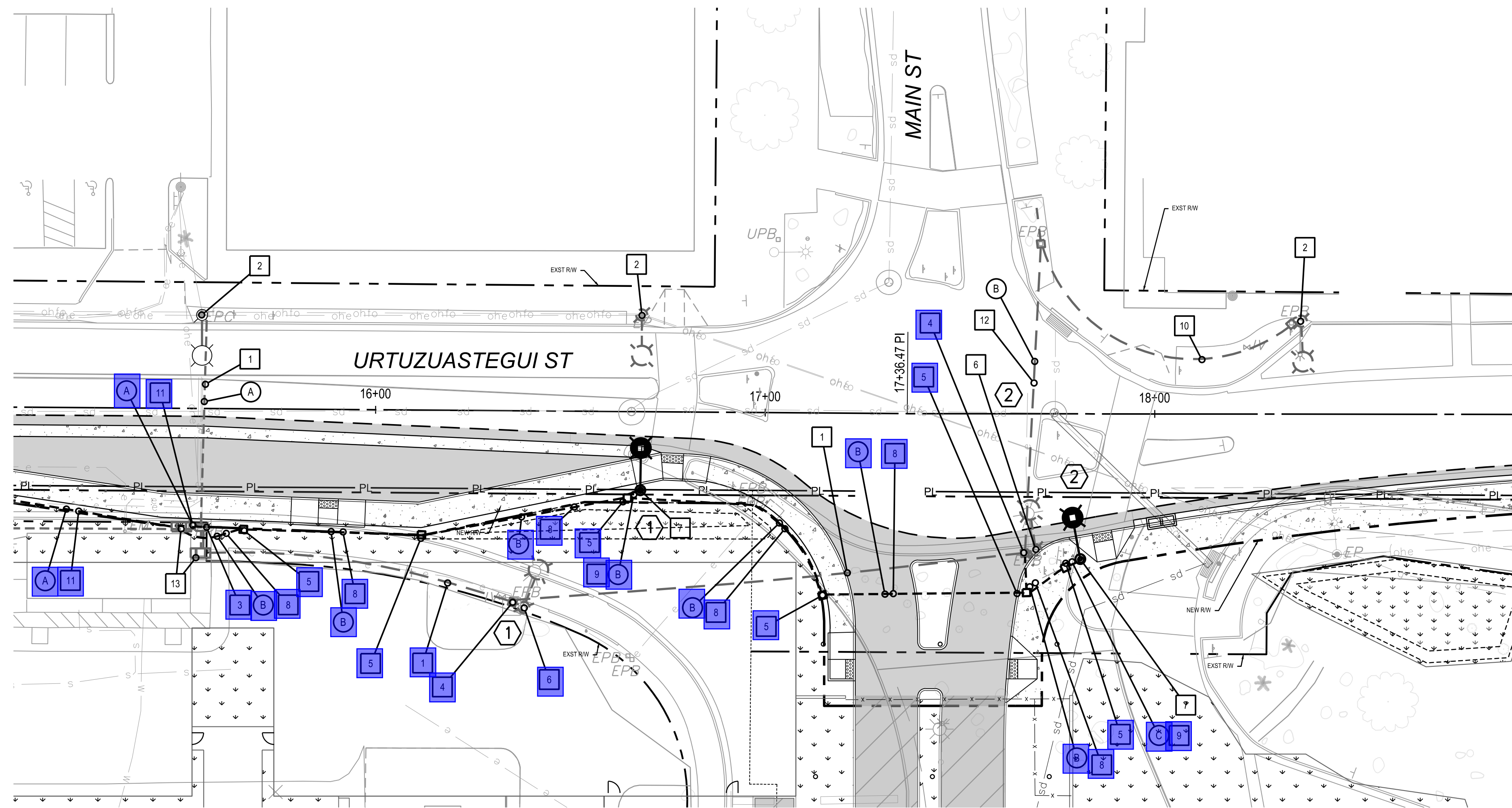


	<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
	SCALE: N.T.S. DATE: 11/1/23	APPROVED BY: (Signature)	DRAWN: JV, RC, AP C.I.P. NO.
SAN LUIS I LAND PORT OF ENTRY OFFSITE LIGHTING NOTES			29 OF: 38

A COMBINATION POLE DETAIL - APS POLE CODE 1944.38  
NTS

Plotted - 10/31/2023 10:32:58 AM :: Saved - 8/31/2023 6:16:29 PM :: S:\5\0\NO20200 - San Luis 1 LP\OE\CADD\Design\Sheets\OFFSITE\C0102.dwg :: objpndr.pulido

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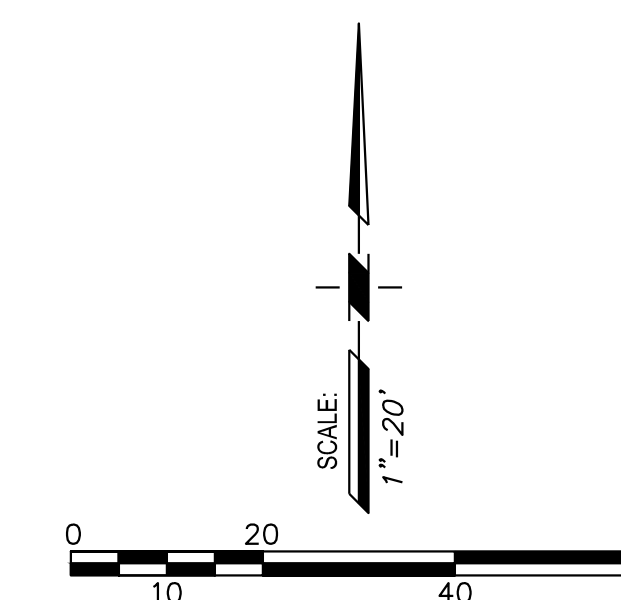
### SHEET NOTES

#### KEYNOTES: THIS SHEET

- 1 EXISTING ELECTRIC SERVICE CONDUIT RUN NO. 1 FROM APS CONNECTION POINT, 2 1/2 INCH CONDUIT, 3 #3/0 WIRES TO REMAIN.
- 2 EXISTING LIGHT AND POLE TO REMAIN.
- 3 EXISTING NO. 5 PULL BOX TO BE RESET.
- 4 EXISTING NO. 5 PULL BOX TO BE REMOVED. NEW 2 1/2 INCH CONDUIT TO CONNECT TO EXISTING CONDUIT.
- 5 NEW NO. 5 PULL BOX TO BE INSTALLED.
- 6 EXISTING DIRECT BURY APS ARCHITECTURAL LIGHT POLE TO BE REMOVED.
- 7 NEW DIRECT BURY APS ARCHITECTURAL LIGHT POLE TO BE INSTALLED.
- 8 NEW 2 1/2 INCH CONDUIT INSTALLED BY CONTRACTOR 2 #10 ALUMINUM + GROUND INSTALLED BY APS.
- 9 NEW 2 INCH CONDUIT WITH 2 #10 ALUMINUM + #10 GROUND FROM PULL BOX TO POLE. WIRES CONTINUE TO BALLAST AND INSTALLED BY CONTRACTOR.
- 10 EXISTING CONDUIT AND CONDUCTORS TO REMAIN IN PLACE.
- 11 NEW 2 1/2 IN CONDUIT INSTALLED BY CONTRACTOR. 3 #3/0 WIRES TO RELOCATED SERVICE METER PEDESTAL BY APS.
- 12 EXISTING CONDUIT TO REMAIN IN PLACE. APS TO INSTALL NEW CONDUCTORS BETWEEN PULL BOXES
- 13 SEE TRAFFIC SIGNAL PLANS FOR NOTES ON RELOCATED SERVICE METER PEDESTAL

#### POLE SCHEDULE - STREET LIGHTING SYSTEM

ADOT NUMBER	LOAD CENTER	CIRCUIT NUMBER	POLE NO.	CONSTRUCTION CENTERLINE	STATION NO.	OFFSET FROM CENTERLINE	POLE HEIGHT	LAMP	LAMP QUANTITY	POLE TYPE	MAST ARM	LUMINAIRE ORIENTATION	REMARKS	NOTES
	EXISTING		1	Urtuzuastegui Street	16+64.3	18.4' RT	32 FT	160 / 25	2	APS 1944	8 FT HI-RISE 2' MID-POLE	STREET / SW	APS SUPPLIED	1, 2, 3, 4, 5
	EXISTING		2	Urtuzuastegui Street	17+81.0	37.4' RT	32 FT	160 / 25	2	APS 1944	8 FT HI-RISE 2' MID-POLE	STREET / SW	APS SUPPLIED	1, 2, 3, 4, 5



### LEGEND

- CONCRETE PAVEMENT PER PAVING PLAN, SHEETS C1121-SP THROUGH C1125-S, CONCRETE SIDEWALK PER COY NO. 3-135.
- AC PAVEMENT PER PAVING PLAN, SHEETS C1121-SP THROUGH C1125-SP
- FOG SEAL EXISTING PAVEMENT.
- UTILITY EASEMENT LINE
- PROPERTY LINE

Know what's below.  
Call before you dig.



#### CONDUIT AND CONDUCTOR SCHEDULE

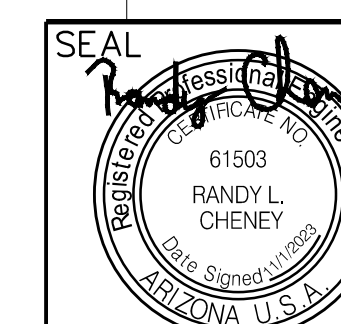
	CONDUIT RUN LETTER	A	B	C	D	E	F
AWG	CONDUIT SIZE IN INCHES	2 1/2	2 1/2	1			
#3/0	ALUMINUM - BY APS	3					
#1/0	ALUMINUM - BY APS		2				
#8 GND		1	1				
#10	COPPER, BLACK			4			
#10 GND	COPPER, BARE			1			
Notes:			2	3			

#### CONDUIT AND CONDUCTOR SCHEDULE NOTES

1. All conduit is new and supplied and installed by the contractor.
2. Conductors supplied and installed by APS.
3. Wires to the light fixtures installed by APS.

#### POLE SCHEDULE NOTES

1. New poles supplied and installed by APS.
2. 8 foot mast arm faces street side full cut-off
3. 2 foot mast arm faces sidewalk side full cut-off.
4. APS Light Code CL54, 160 W LED, Type II Distribution for street.
5. APS Light Code CL50, 26 W LED, Type II Distribution 3000K, 3,400 Initial Lumens for sidewalk.



**PSOMAS**

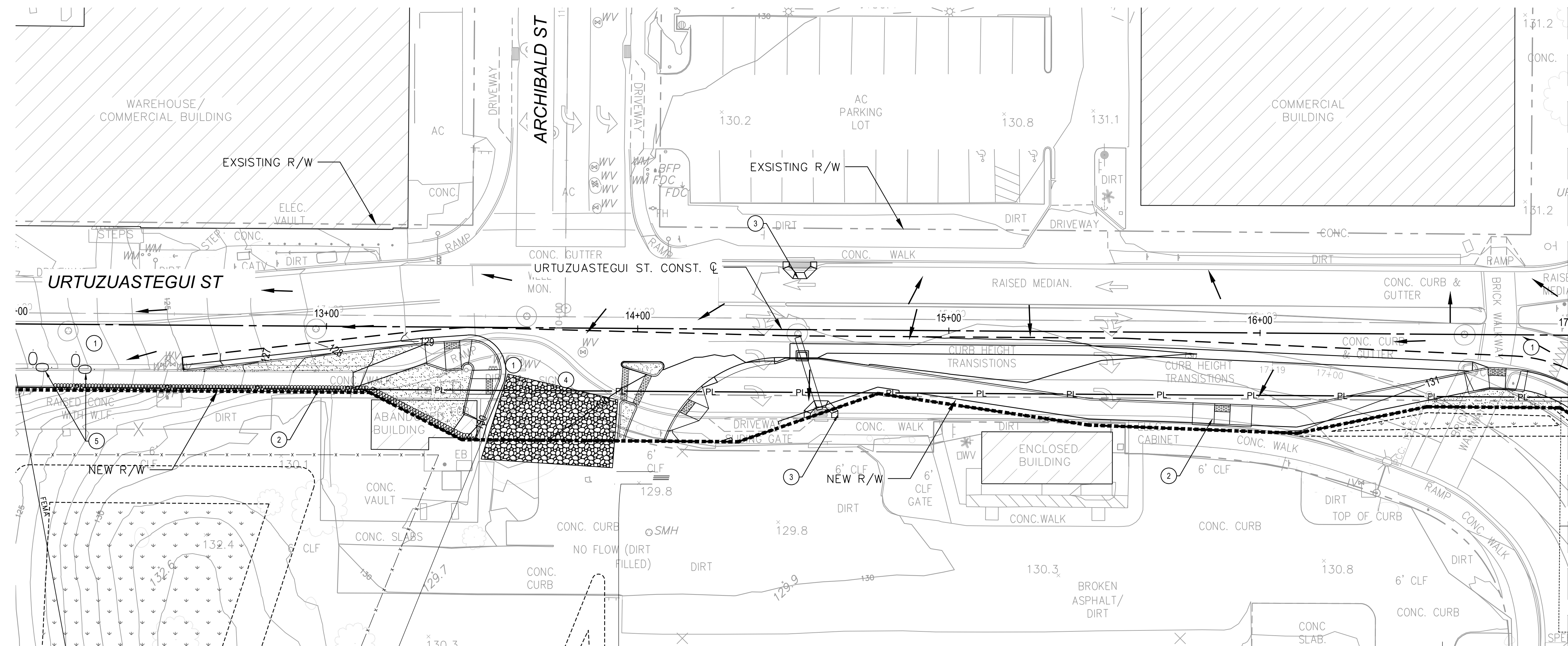
SCALE: 1"=20' APPROVED BY: DRAWN: JV, RC, AP  
DATE: 11/1/23 C.I.P. NO.

SAN LUIS I LAND PORT OF ENTRY OFFSITE  
LIGHTING MODIFICATION PLAN 30 OF 38

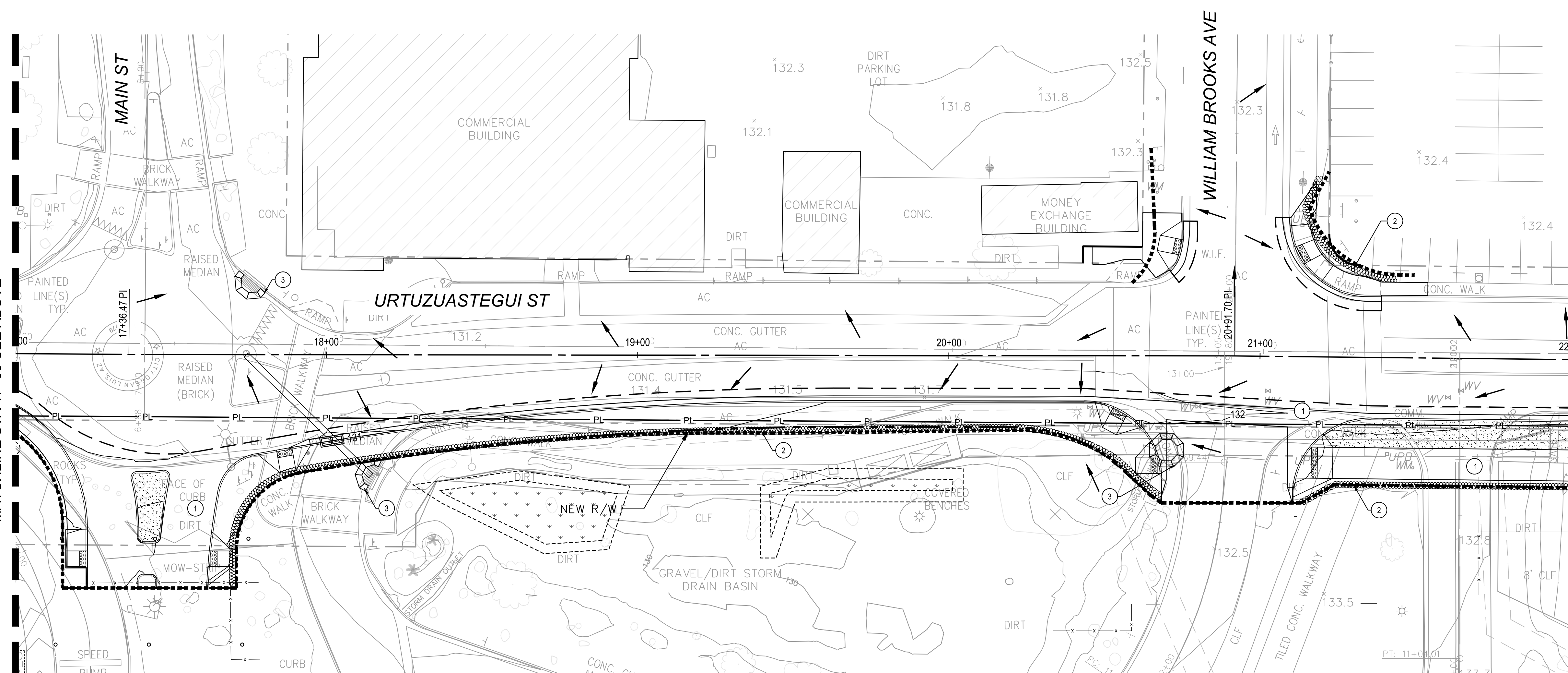
333 E WETMORE ROAD,  
SUITE 450  
TUCSON, AZ 85705  
520.292.2300

### SHEET NOTES

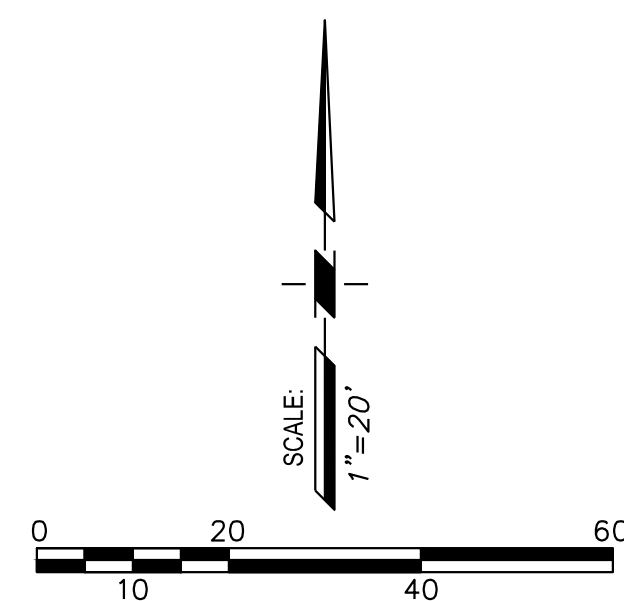
- ① SWEEP STREETS DAILY AT POINTS OF INGRESS AND EGRESS ACROSS PROJECT EXTENTS
  - ② INSTALL FIBER ROLL BARRIER.
  - ③ INSTALL BASIN AND STEEL GRATE PROTECTION.
  - ④ INSTALL CONSTRUCTION TRACK-OUT CONTROLS (STABILIZED CONSTRUCTION ENTRANCE).
  - ⑤ INSTALL SANDBAG CHECK DAMS
1. REFER TO THE LATEST EDITION OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) STORMWATER BEST MANAGEMENT PRACTICE FOR THE BMP OUTLINED ON THIS PLAN.
  2. INSTALL INLET PROTECTION ON ALL EXISTING INLETS PRIOR TO DEMOLITION.
  3. THE LOCATION AND PROTECTION OF ALL UTILITIES IS RESPONSIBILITY OF THE CONTRACTOR.
  4. DISTURBANCE LIMIT IS APPROX. 1 ACRE
  5. IMPROVEMENTS SOUTH OF RIGHT OF WAY ARE PER SEPARATE ONSITE PLANS.



MATCHLINE STA 17+00 SEE BELOW



MATCHLINE STA 22+00 SEE SHEET 32



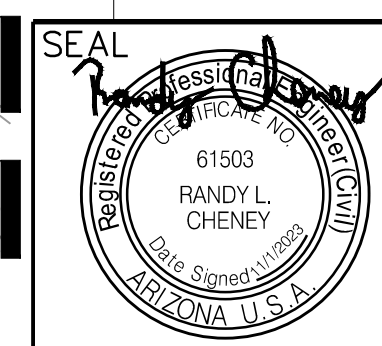
Know what's below.  
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### LEGEND

- SLOPE ARROW
- 500 NEW CONTOUR
- 500 EXISTING CONTOUR
- EXISTING/NEW R/W
- OFFSITE EROSION CONTROL LIMIT
- FIBER ROLL BARRIER
- INLET PROTECTION
- CONSTRUCTION TRACK OUT CONTROLS

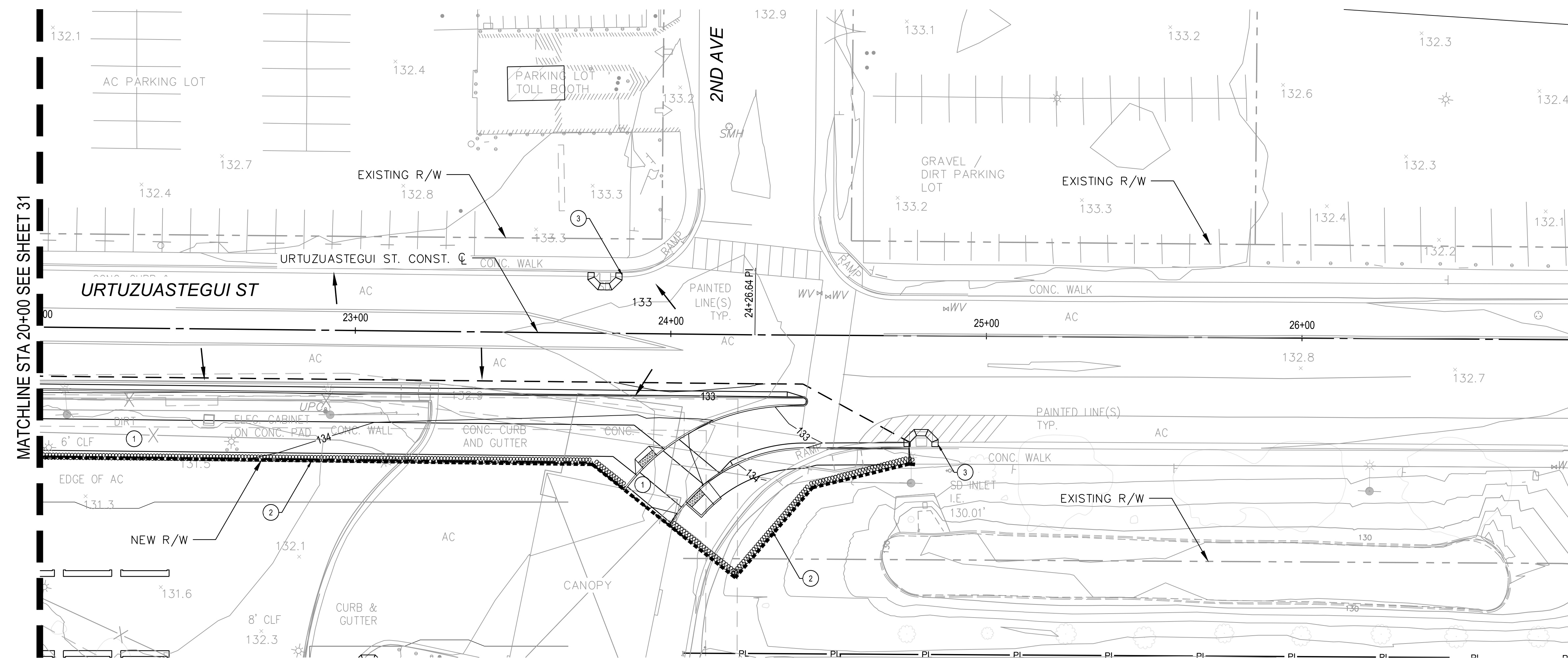
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		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
		SCALE: 1"=20' DATE: 11/1/23	APPROVED BY: RANDY L. CHENEY
SAN LUIS I LAND PORT OF ENTRY OFFSITE EROSION CONTROL PLAN		31 OF 38	

# SHEET NOTES

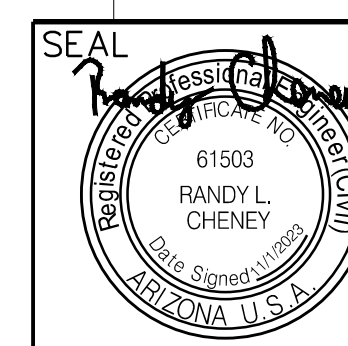
- ① SWEEP STREETS DAILY AT POINTS OF INGRESS AND EGRESS ACROSS PROJECT EXTENTS
  - ② INSTALL FIBER ROLL BARRIER.
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  4. DISTURBANCE LIMIT IS APPROX. 1 ACRE
  5. IMPROVEMENTS SOUTH OF RIGHT OF WAY ARE PER SEPARATE ONSITE PLANS.



# LEGEND

- SLOPE ARROW
- 500 — NEW CONTOUR
- 500 — EXISTING CONTOUR
- - - EXISTING/NEW RW
- OFFSITE EROSION CONTROL LIMIT
- FIBER ROLL BARRIER
- INLET PROTECTION
- CONSTRUCT TRACK OUT CONTROLS

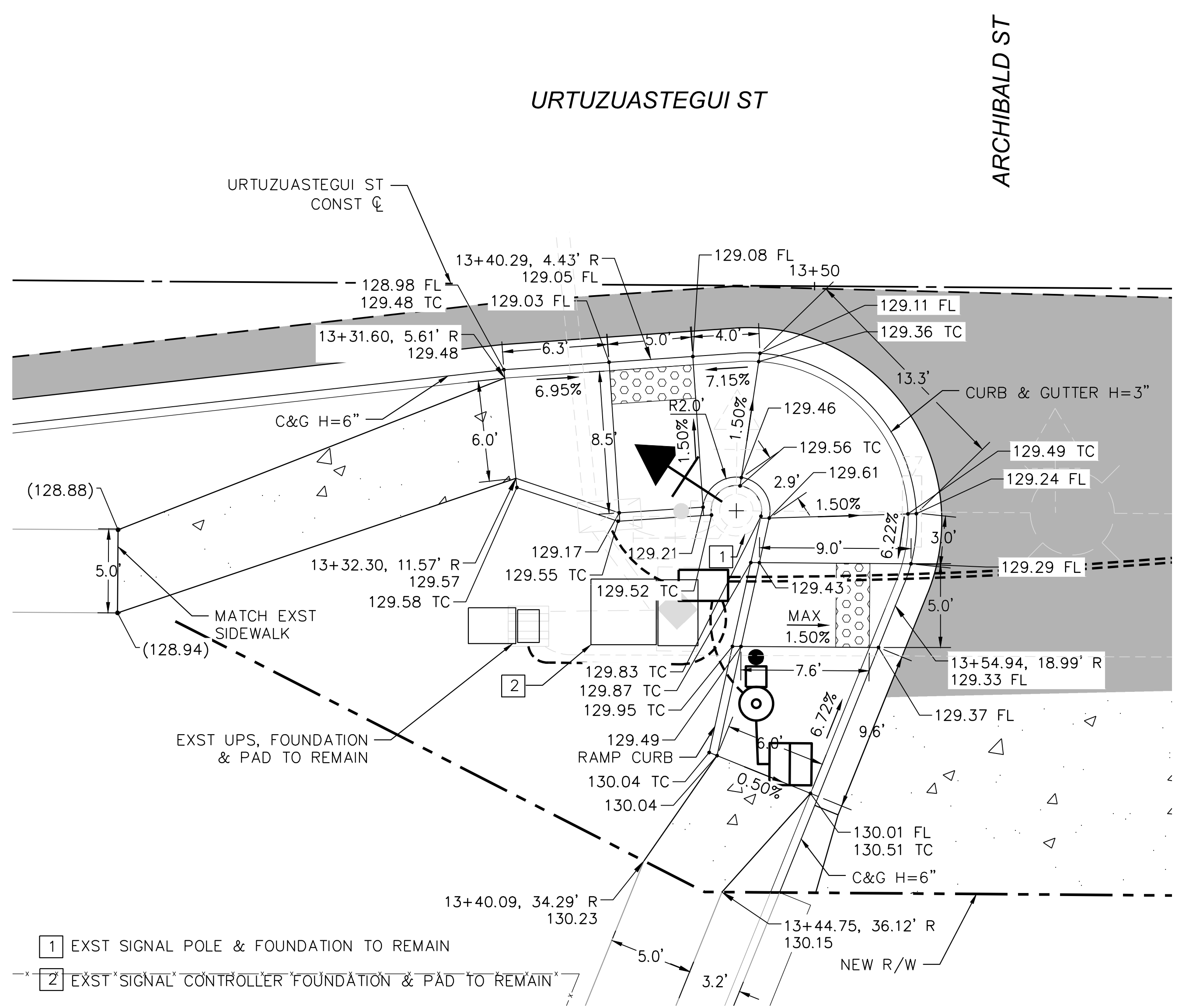
Know what's below.  
Call before you dig.



<b>PSOMAS</b>		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
SCALE: 1"=20'	APPROVED BY:	DRAWN: JV, RC, AP	
DATE: 11/1/23		C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE			
EROSION CONTROL PLAN			
32 OF: 38			

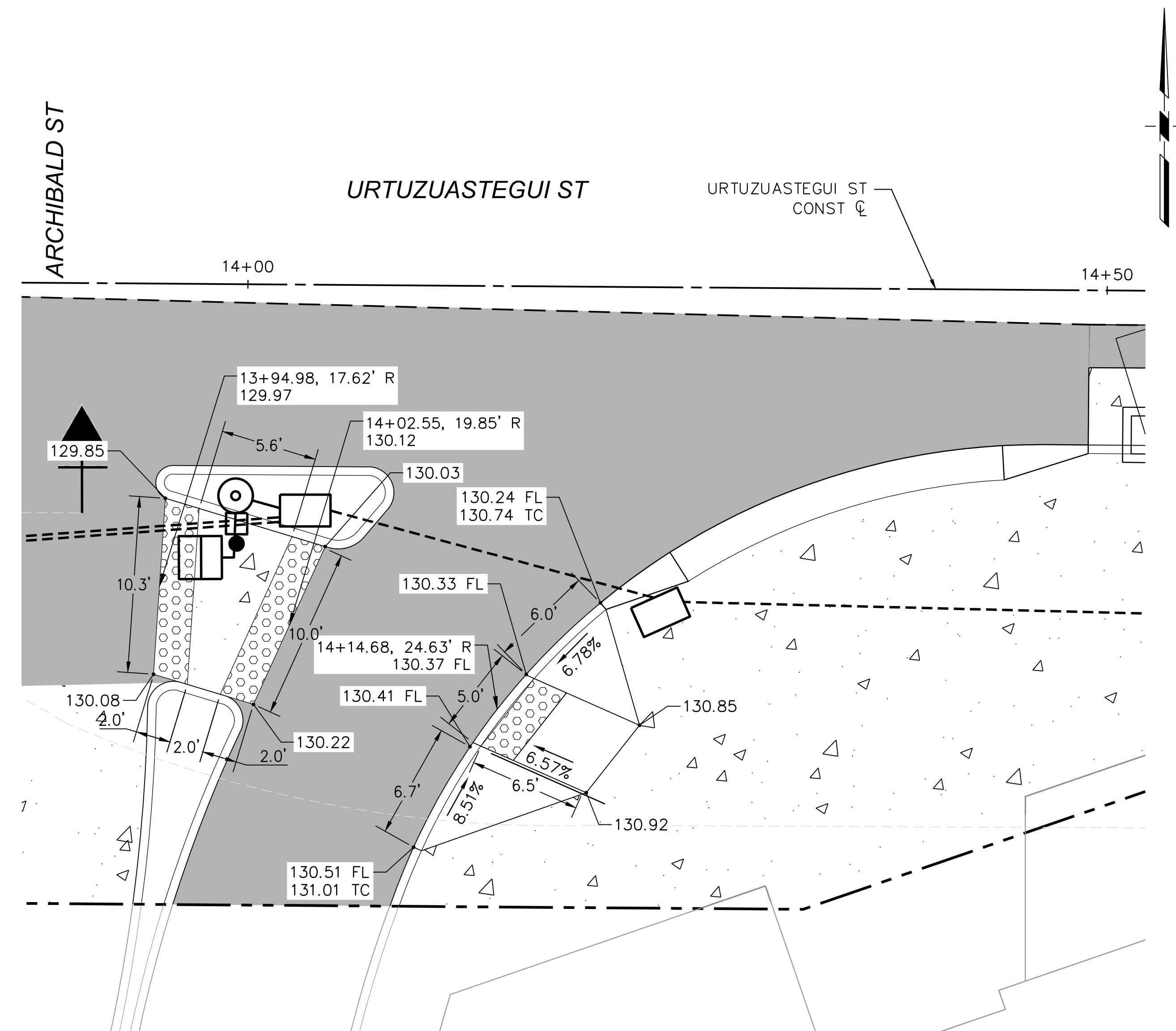
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Plotted - 10/31/2023 10:38:14 AM :: Saved - 8/31/2023 6:04:21 PM :: S:\B\0202000 - San Luis 1 LPPE\CADD\Design\Sheets\OFFSITE\C6601-SP.dwg :: oledpro.plotted

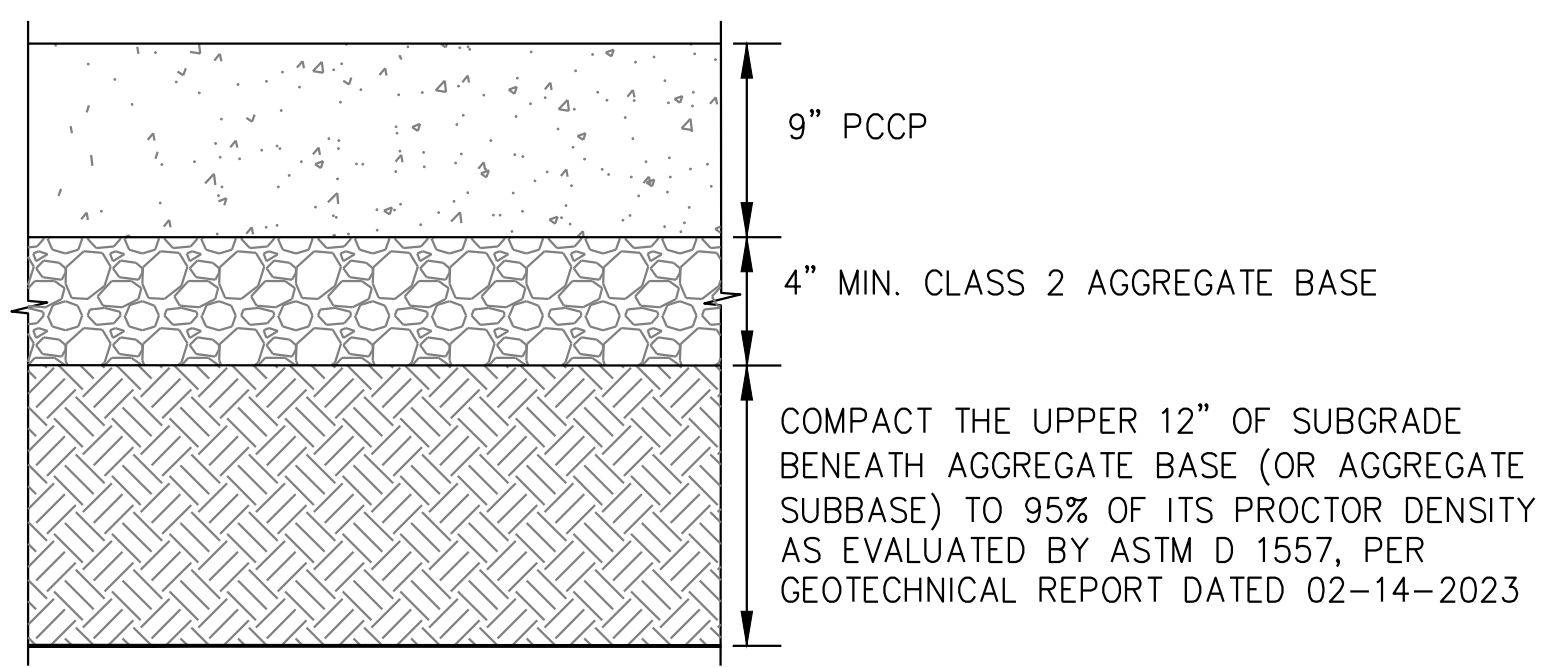


**R1**  
 12  
 DIRECTIONAL CURB RAMPS  
 3" CURB AND GUTTER  
 1"=5'

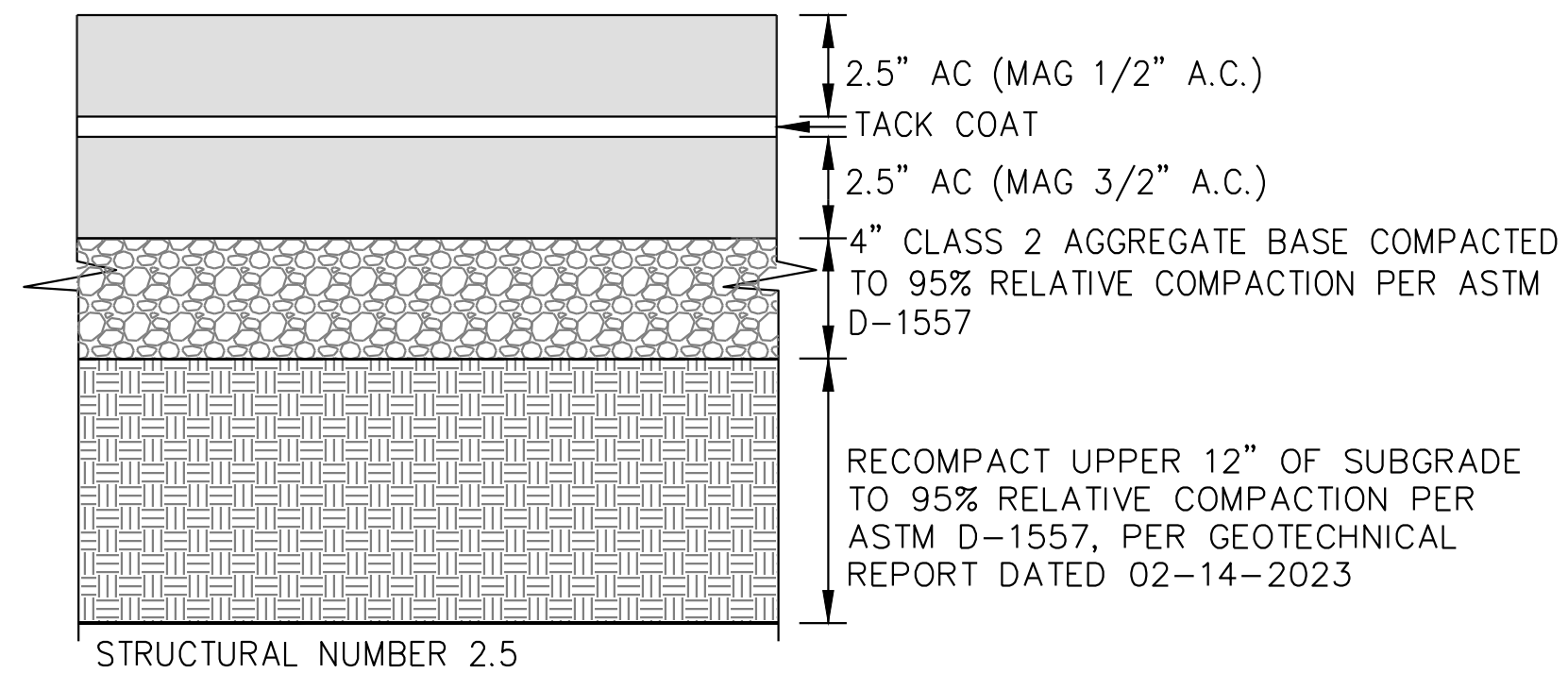
(XXX.XX) EXISTING ELEVATION  
 XXX.XX PROPOSED ELEVATION



**R2**  
 12  
 RADIAL CURB RAMP ATTACHED  
 SIDEWALK PER MAG STD DTL 236-1  
 1"=5'

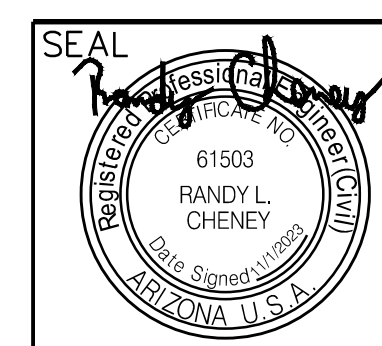


**A1**  
 12/13  
 CONCRETE PAVEMENT (RIGID)  
 N.T.S.



**A2**  
 12/13  
 ASPHALT PAVEMENT (FLEXIBLE) FOR  
 URTUZUASTEGUI ST  
 N.T.S.

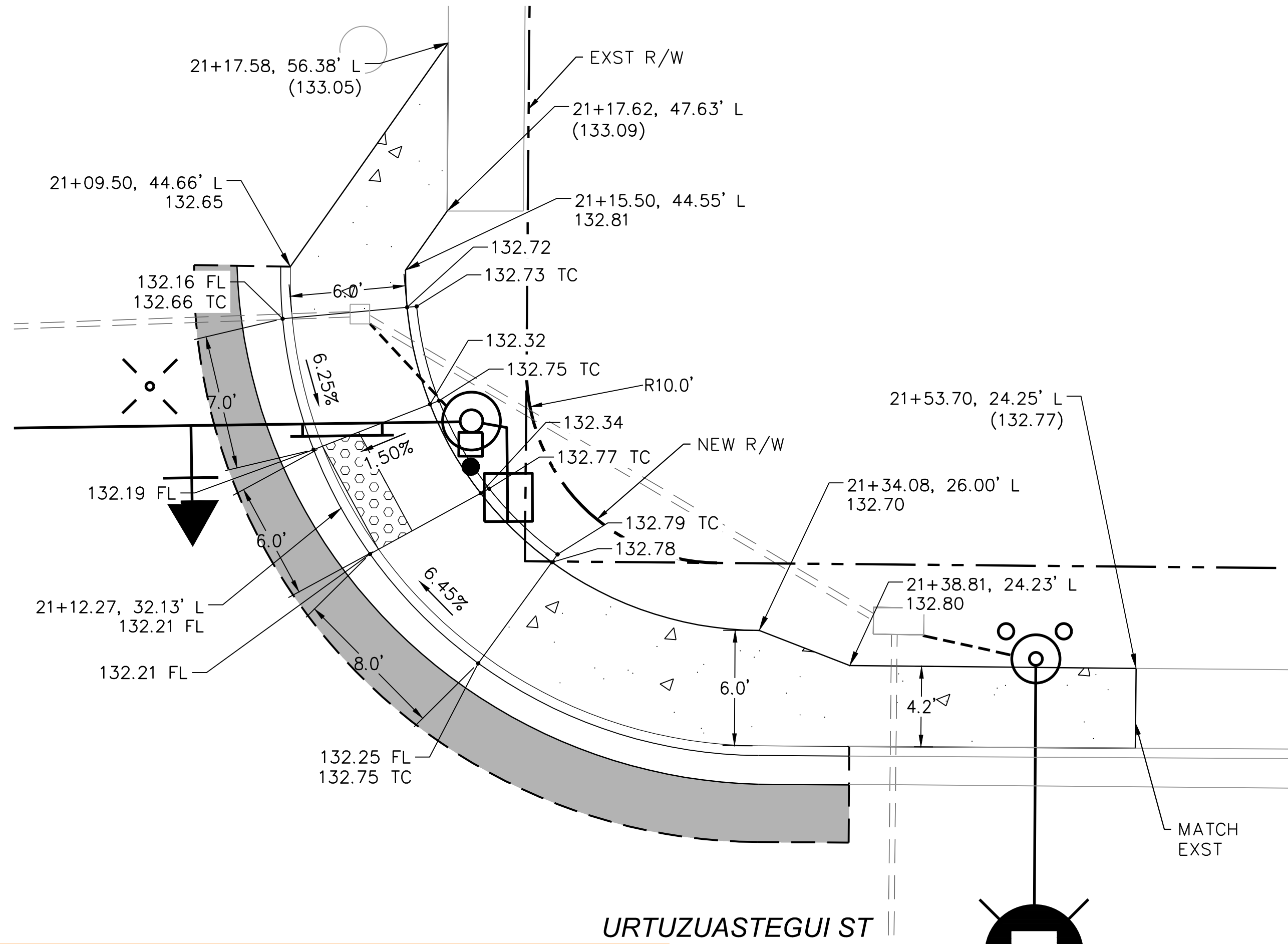
Know what's below.  
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<b>PSOMAS</b> SCALE: N.T.S.    APPROVED BY:		333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300	
		DATE: 11/1/23    DRAWN: JV, RC, AP C.I.P. NO.	
SAN LUIS I LAND PORT OF ENTRY OFFSITE		DETAILS	
		33 OF 38	

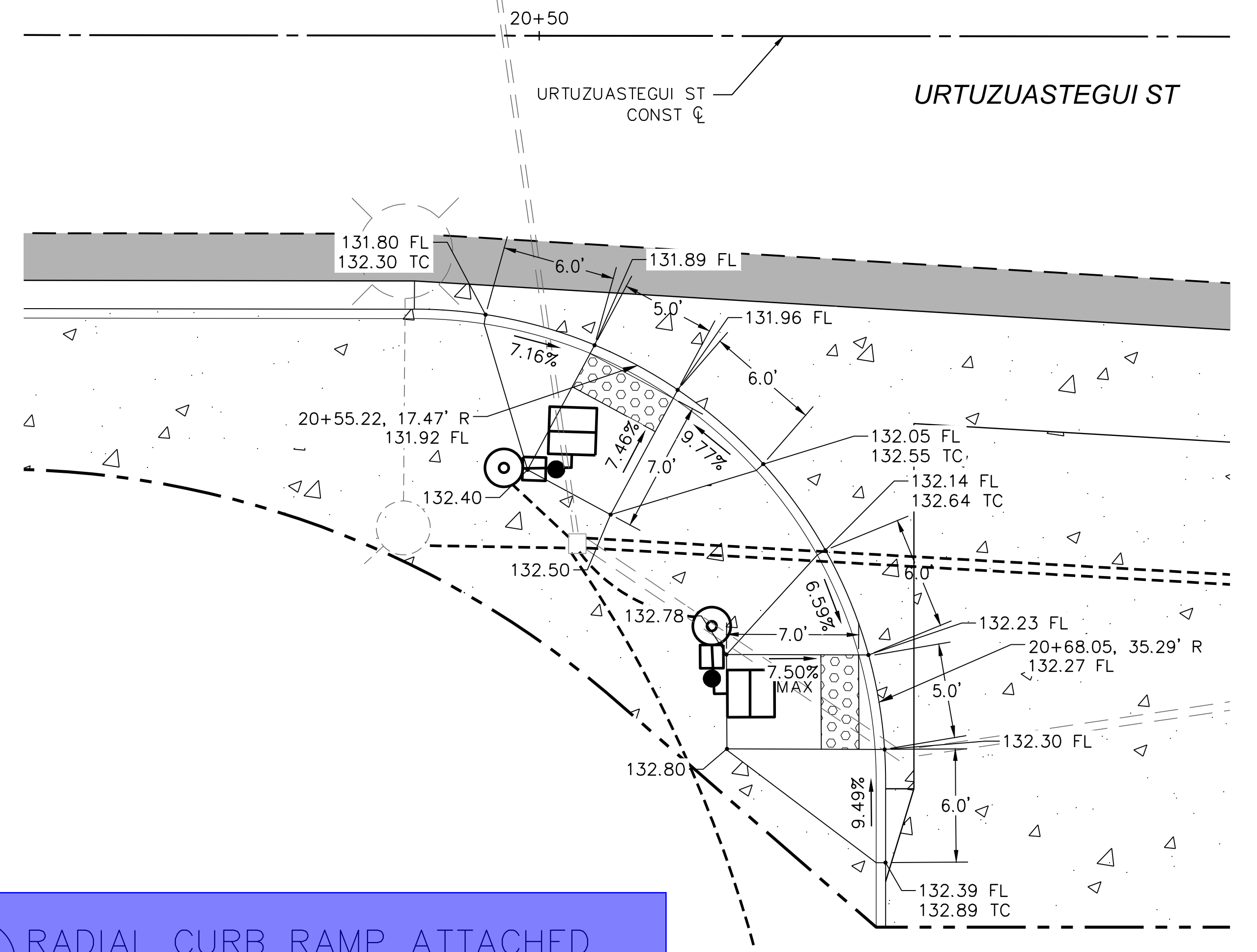


WILLIAM BROOKS AVE

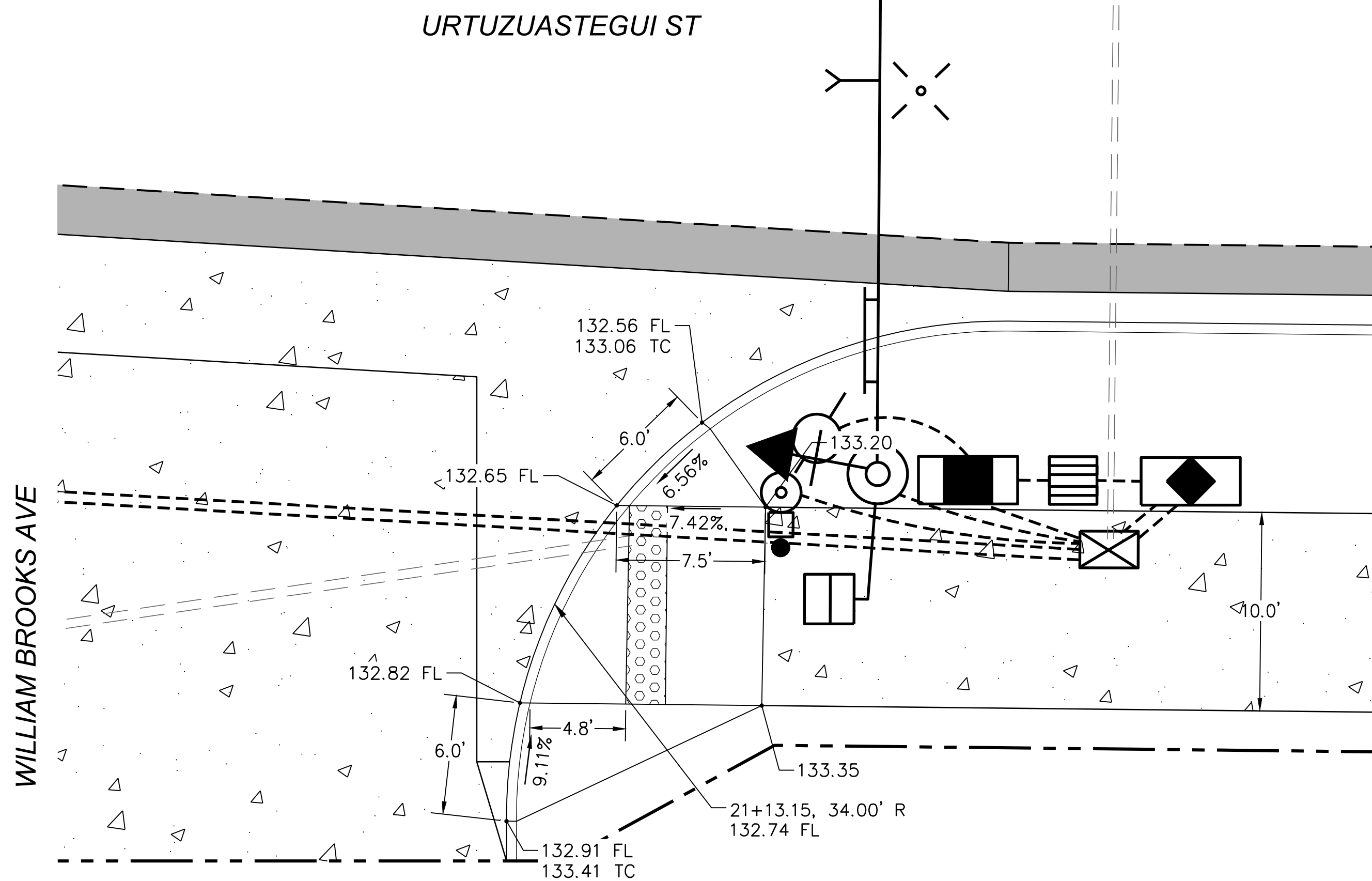


**R7**  
12  
RADIAL PARALLEL CURB RAMP  
PER MAG STD DTL 236-5  
1"=5'

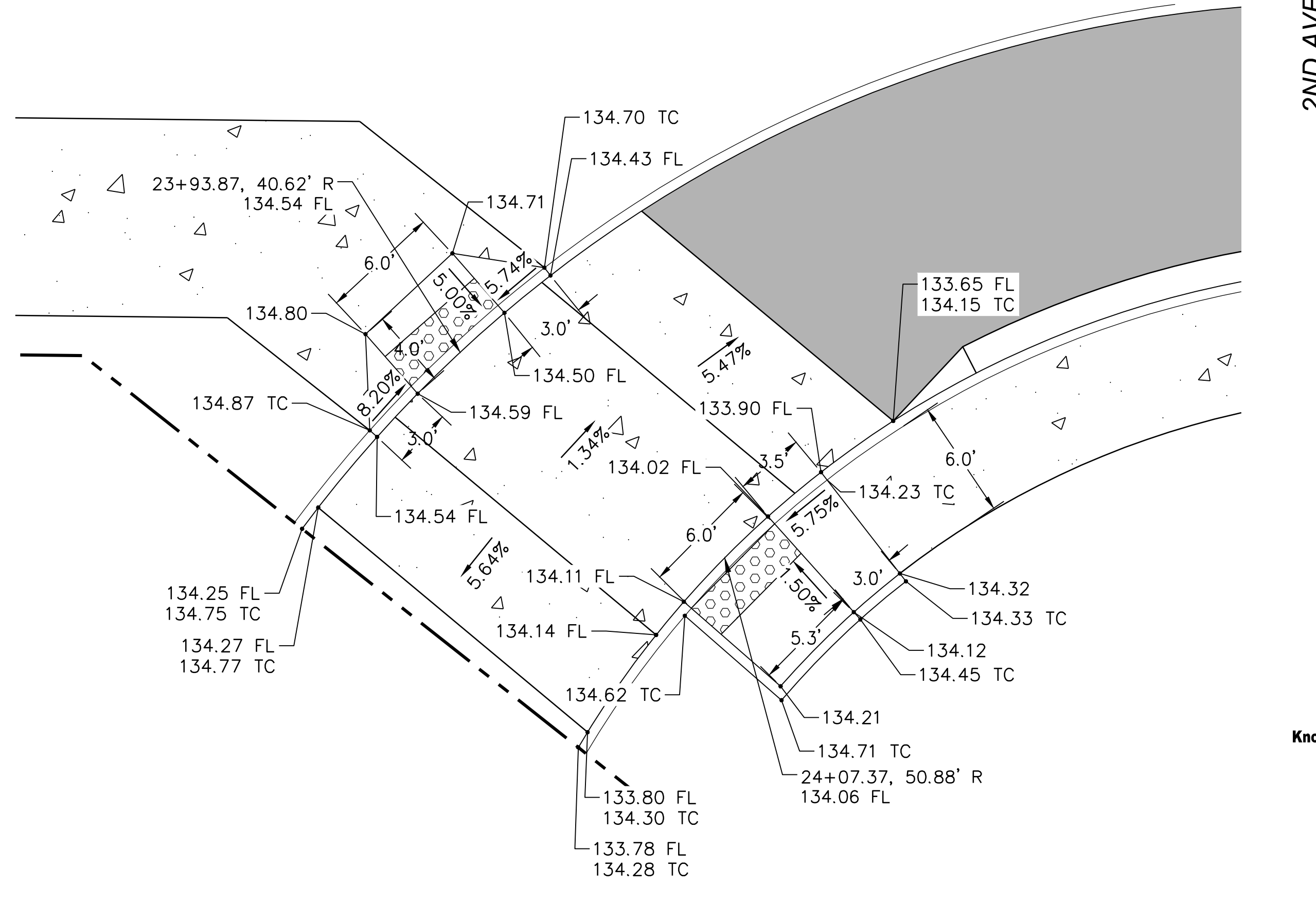
(XXX.XX) EXISTING ELEVATION  
XXX.XX PROPOSED ELEVATION



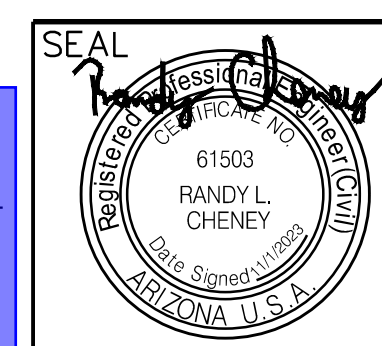
**R8**  
12  
RADIAL CURB RAMP ATTACHED  
SIDEWALK PER MAG STD 236-1  
1"=5'



**R9**  
12  
DIRECTIONAL CURB RAMP  
PER MAG STD DTL 237-1  
1"=5'



**R10**  
13  
DIRECTIONAL CURB RAMP & TYPE C  
PER MAG 237-1 & ADOT STD C-05.30  
1"=5'



**PSOMAS**  
333 E WETMORE ROAD,  
SUITE 450  
TUCSON, AZ 85705  
520.292.2300

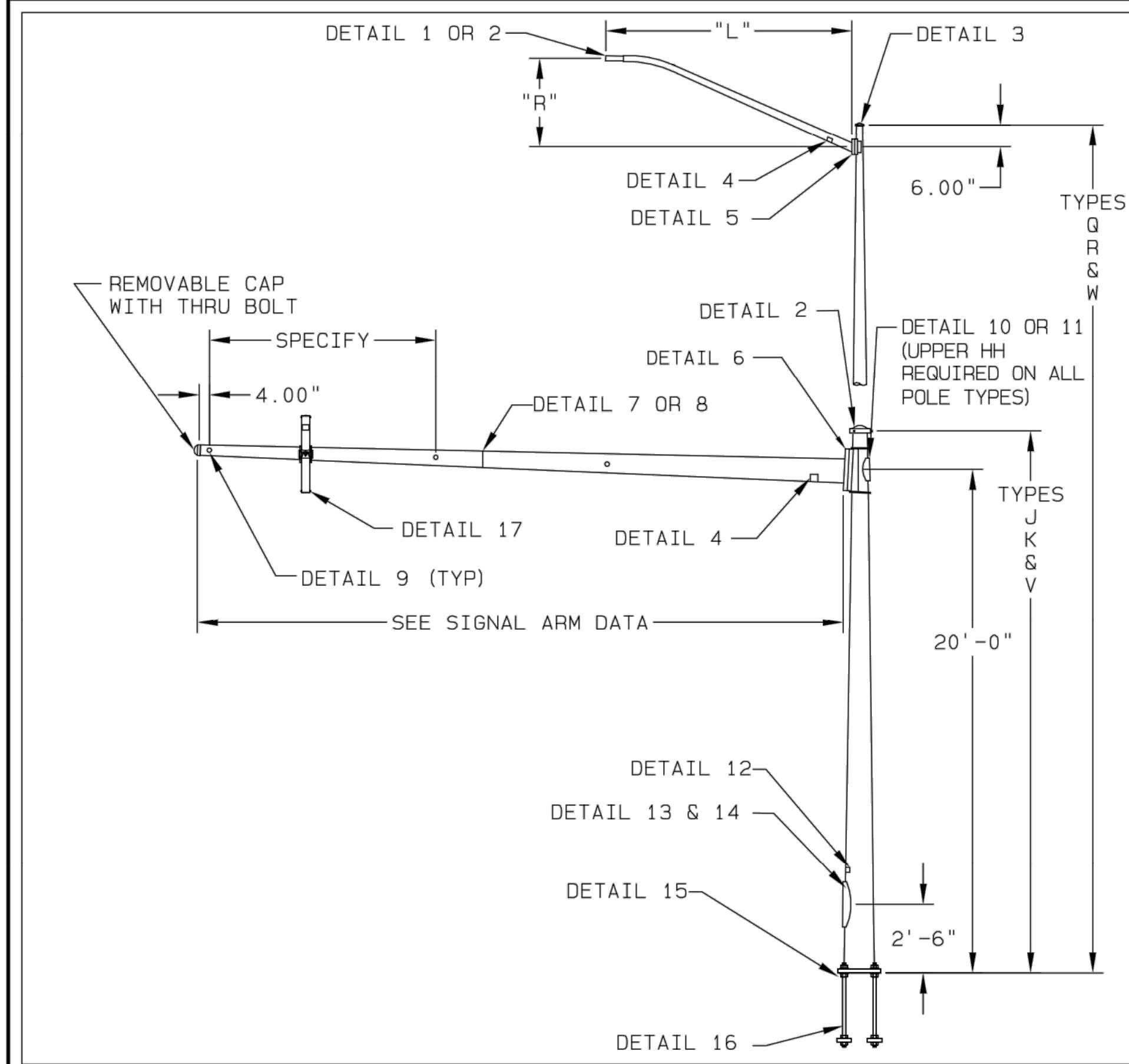
SCALE: N.T.S. APPROVED BY: DRAWN: JV, RC, AP  
DATE: 11/1/23 C.I.P. NO.  
SAN LUIS I LAND PORT OF ENTRY OFFSITE  
DETAILS 35 OF: 38

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Plotted - 10/31/2023 10:39:55 AM :: Saved - 8/31/2023 6:01:48 PM :: S:\5\ON020200 - San Luis 1 LP0E\CADD\Design\Sheets\OFFSITE\C6603-SP.dwg :: alejandro.pulido

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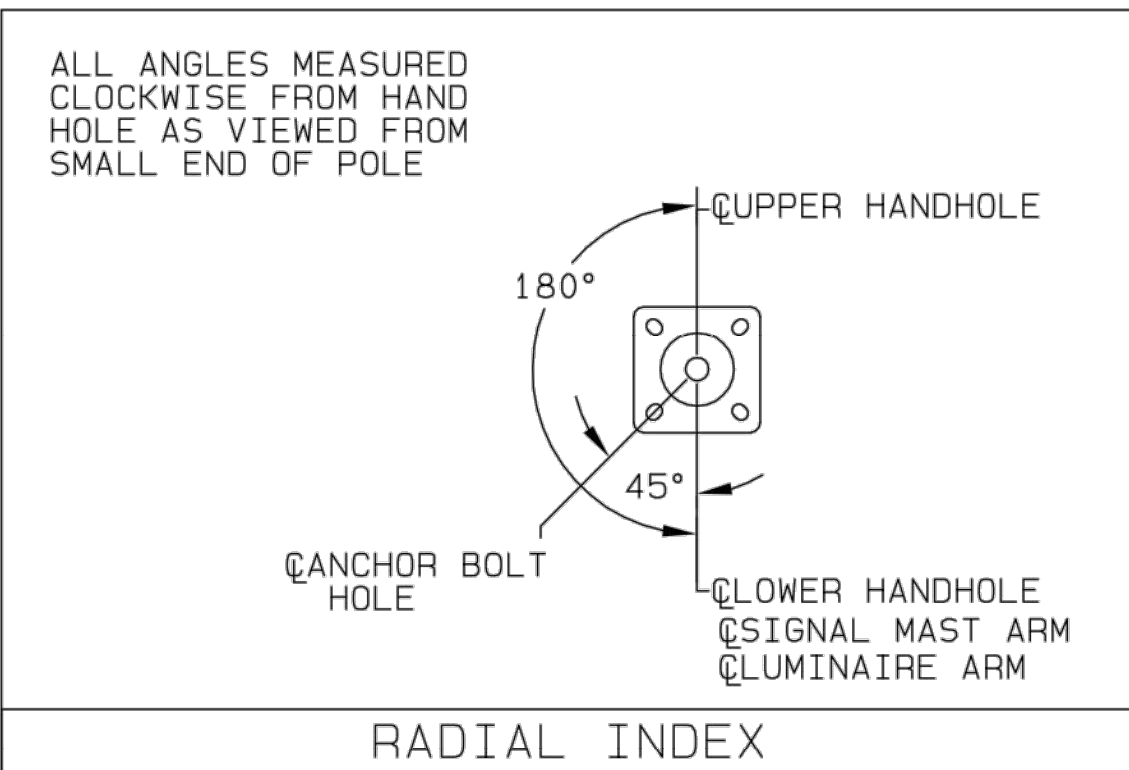


THE MAST ARM TRAFFIC STRUCTURES SHOWN ON THIS DRAWING HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LOADING AND THE ALLOWABLE STRESS REQUIREMENTS OF THE 2013 AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS", SIXTH EDITION, LTS-6. THE WIND LOADS WERE CALCULATED FROM A BASIC WIND VELOCITY OF 90 MPH WITH A RECURRENCE INTERVAL OF 50 YEARS, AND A FATIGUE CATEGORY OF 2. THE FATIGUE LOADS WERE CALCULATED ON THE REQUIREMENTS OF SECTION 11 OF THE CODE, AND THE FOLLOWING DESIGN CONDITIONS:

- STRUCTURES ARE DESIGNED TO RESIST NATURAL WIND GUSTS BASED ON THE YEARLY MEAN WIND VELOCITY OF 11.2 MPH.
- STRUCTURES ARE NOT DESIGNED TO RESIST GALLOPING-INDUCED CYCLIC LOADS.
- STRUCTURES ARE DESIGNED FOR TRUCK-INDUCED GUST LOADS, AS REQUIRED BY THE OWNER OF THE STRUCTURES.
- THE WIND LOADS WERE CALCULATED FROM A BASIC WIND VELOCITY OF 90 MPH WITH A RECURRENCE INTERVAL OF 50 YEARS. DESIGN BASED ON FATIGUE CATEGORY 1 WITHOUT VIBRATION MITIGATION DEVICE OR FATIGUE CATEGORY 2 WITH INDEPENDENTLY TESTED VIBRATION MITIGATION DEVICE THAT IS GREATER THAN 85% EFFECTIVE OVER ENTIRE RANGE OF STRUCTURES.
- THE VIBRATION MITIGATION DEVICE SHALL BE AN ACTIVE, NON-AERODYNAMIC VIBRATION DAMPER SYSTEM TO EFFECTIVELY MITIGATE THE VERTICAL MOVEMENT UNDER FATIGUE LOADS. THE POLE MANUFACTURER WILL BE REQUIRED TO SUBMIT ALL THE NECESSARY DOCUMENTATION AND INDEPENDENT 3RD PARTY TESTING OF THE DEVICE TO PROVE THE DEVICE EFFECTIVENESS. THE DEVICE SHOULD BE ROBUST TO DAMPENING LARGE DISPLACEMENTS AND SMALL DISPLACEMENTS AND BE SELF-ADAPTING, NOT REQUIRE STRUCTURE-SPECIFIC TUNING. THE MITIGATION DEVICE SHALL BE TESTED TO WITHSTAND OVER 17 MILLION LARGE AMPLITUDE CYCLES WITH NO DETERIORATION OF THE DAMPENING PERFORMANCE

AASHTO 2013 SPECIFICATIONS

MATERIAL DATA		
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
TAPERED TUBES	A595 GR. A OR A572	55
BASE PLATE	A36	36
ARM SIMPLEX PLATES	A36	36
SIGNAL ARM CONNECTING BOLTS	F3125 GR. A325	
LUMINAIRE ARM CONNECTING BOLTS	F3125 GR. A325	
ANCHOR BOLTS	F1554 GR. 55	55
ANCHOR BOLT NUTS	A563 GR. DH	
ANCHOR BOLT WASHERS	F436	
GALVANIZING-HARDWARE	F2329	



SIGNAL ARM DATA							
TYPE	QTY.	ARM SPAN "S" (FT)	LARGE END DIA. (IN)	SMALL END DIA. (IN)	GAUGE OR THICK (IN)	SECTION LENGTH (FT)	ARM PLATE CENTER HOLE (IN)
J & Q		20	9.00	6.20	7	20	7.00
		25	9.00	5.50	7	25	7.00
		30	10.00	5.80	7	30	7.00
		35	10.50	5.60	7	35	8.00
		40	11.00	5.40	7	40	8.00
K & R		45	12.50	6.20	5	45	8.00
		50	12.50	5.50	5	50	8.00
V & W		60	12.50	6.62	3	42.00	7.00
			6.50	4.67	7	13.00	
		65	13.50	10.79	0.250	19.35	7.00
			11.50	5.45	7	43.24	
			13.50	10.79	0.250	19.35	7.00
			11.50	4.75	7	48.25	

LUMINAIRE ARM DATA					
QTY.	ARM SPAN "L" (FT)	FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE	RISE "R" (FT)
	6.00	3.31	2.40	11	2.00
	8.00	3.61	2.40	11	2.50
	10.00	3.93	2.40	11	3.33
	12.00	4.23	2.40	11	4.25
	15.00	4.65	2.40	11	4.75
	18.00	5.10	2.40	11	5.75
	20.00	5.90	3.00	7	5.75

POLE, BASE PLATE, ANCHOR BOLT DATA													
QTY.	POLE TYPE	POLE TUBE				POLE BASE					ANCHOR BOLT		
		LENGTH (FT)	BASE DIA. (IN)	TOP DIA. (IN)	WALL GA/THK	SQUARE "B" (IN)	BOLT CIRCLE "C" (IN)	CENTER HOLE DIA. (IN)	THK. "D" (IN)	SLOT/HOLE SIZE "Z" (IN)	DIA. (IN)	LENGTH (IN)	PLATE SIZE "e" X "f" X "g" (IN)
	J	21.25	15.50	12.53	0.250	22.00	21.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
	K	21.25	15.50	12.53	0.250	22.00	21.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
	Q	30.00	15.50	11.30	0.250	22.00	21.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
	R	30.00	15.50	11.30	0.250	22.00	21.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
	V	21.25	16.00	13.03	0.250	23.00	22.00	11.50	2.00	2.25	2.00	70.00	1.50 X 5.50 X 5.50
	W	30.00	16.00	11.80	0.250	23.00	22.00	11.50	2.00	2.25	2.00	70.00	1.50 X 5.50 X 5.50



Digitally signed by Stephen R Osborn  
Date: 2023-05-09 16:17-05:00

REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION
	RBC2 05/02/23	RBC2 05/02/23	

TITLE ~~CITY OF GOODYEAR~~  
TYPE J, K, Q, R, V & W POLES  
TRAFFIC SIGNAL STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.



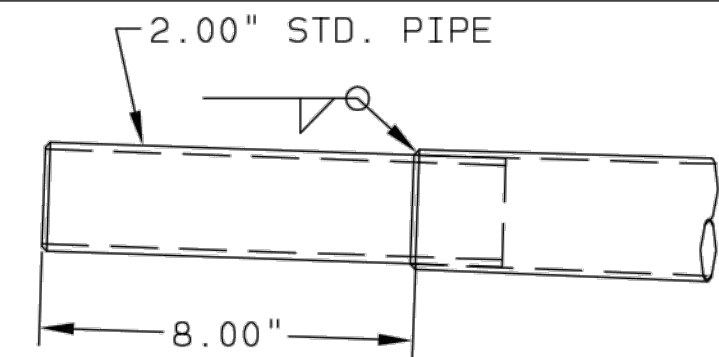
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DRAWING NUMBER: DB01403

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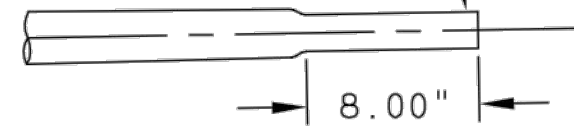
SEAL	FOR INFORMATION PURPOSES ONLY	SCALE: N.T.S.	APPROVED BY:	DATE: 11/1/23	333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300
					DRAWN: JV, RC, AP C.I.P. NO.
					SAN LUIS I LAND PORT OF ENTRY OFFSITE
					DETAILS 36 OF 38



20' LUMINAIRE ARMS ONLY

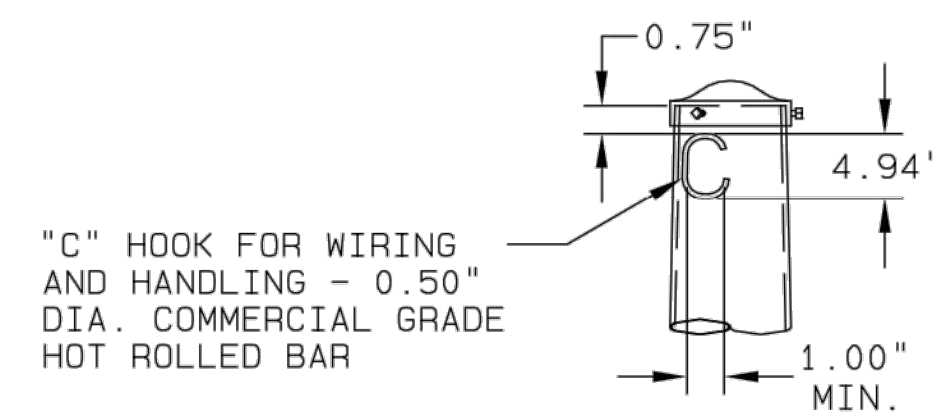
DETAIL 1 LUMINAIRE ARM END TENON

8.00" NOMINAL STRAIGHT SECTION REFORMED TO 2.38" O.D.



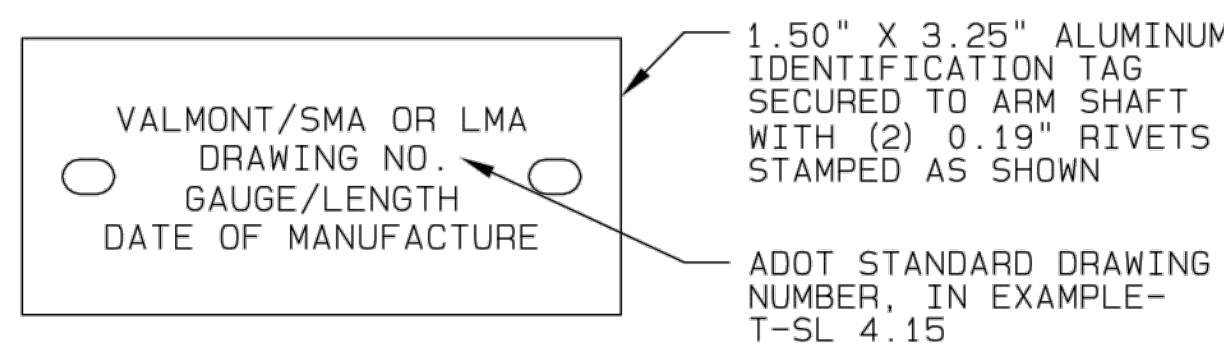
6', 8', 10, 12, & 15' LUMINAIRE ARMS ONLY

DETAIL 2 LUMINAIRE ARM REFORMED END



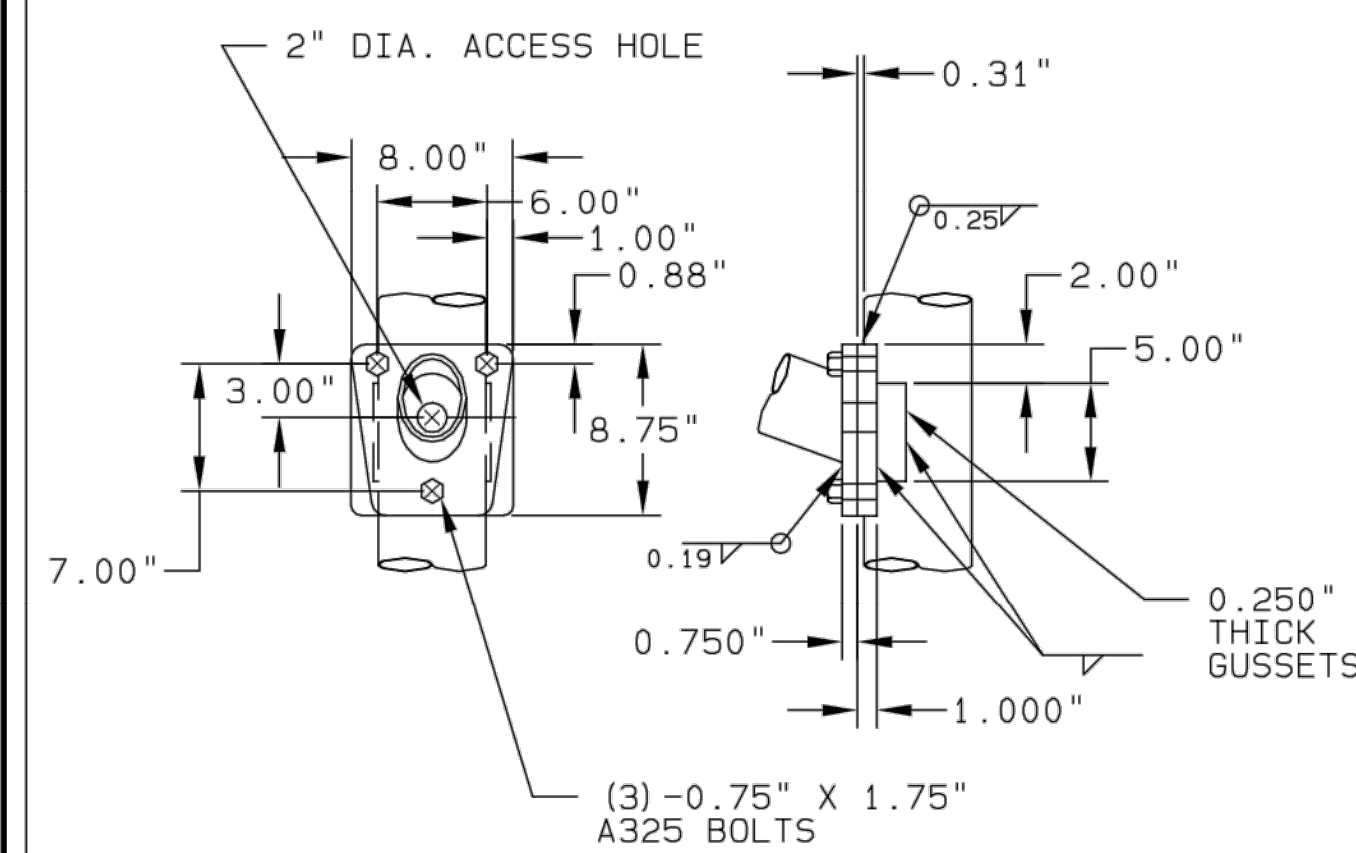
"C" HOOK FOR WIRING AND HANDLING - 0.50" DIA. COMMERCIAL GRADE HOT ROLLED BAR

DETAIL 3 POLE TOP



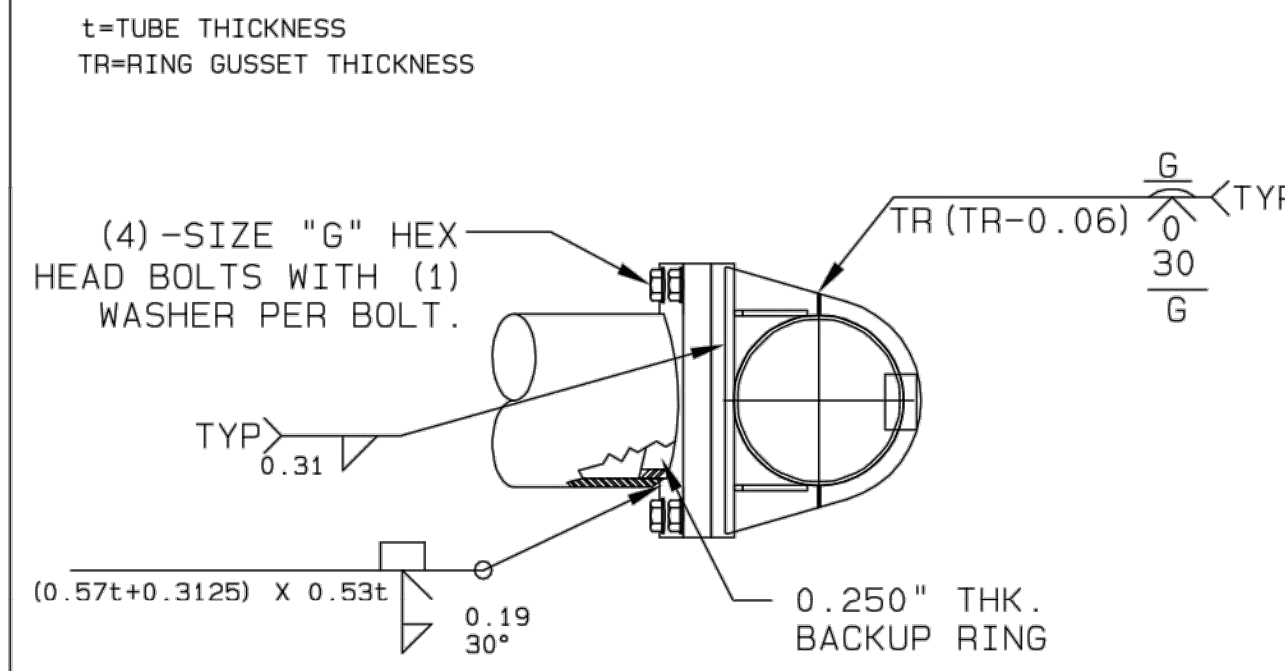
ARM IDENTIFICATION TAG

DETAIL 4 ARM IDENTIFICATION TAG

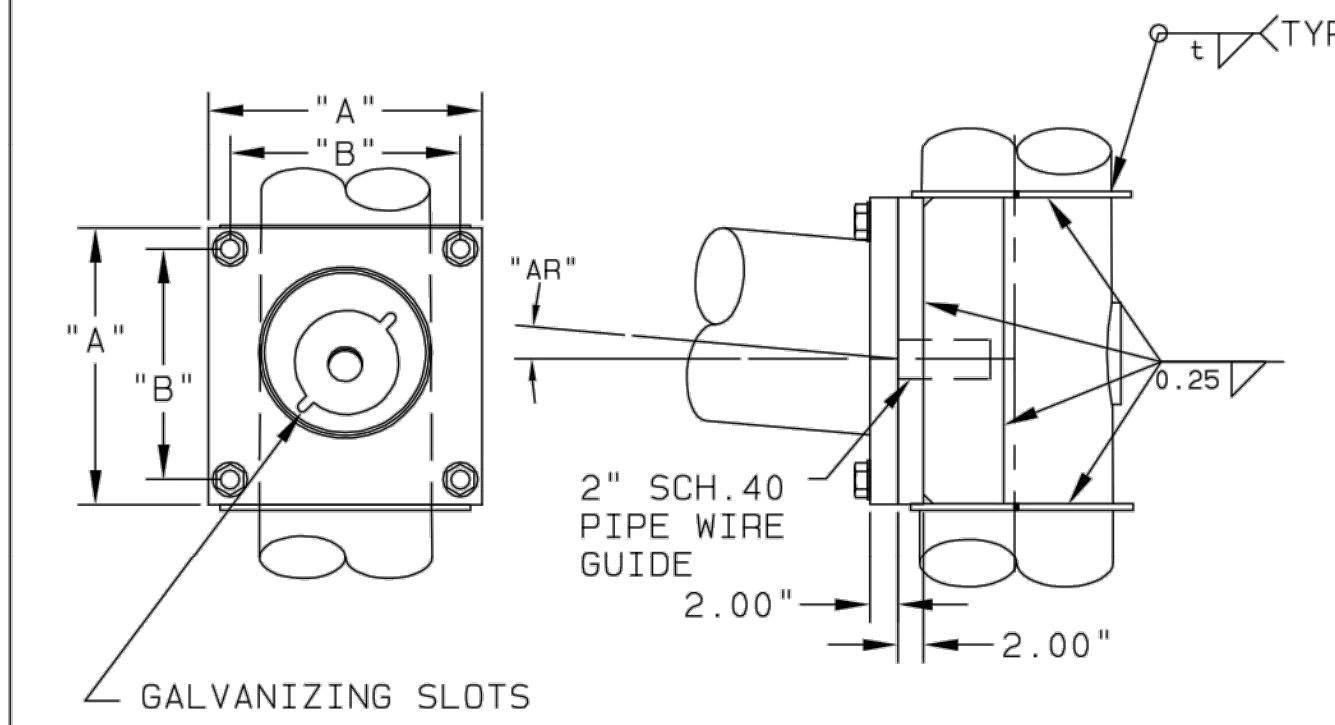


\*NOT REQUIRED ON J-MOD & K-MOD\*

DETAIL 5 LUMINAIRE ARM ATTACHMENT



0.375" THICK GUSSETS

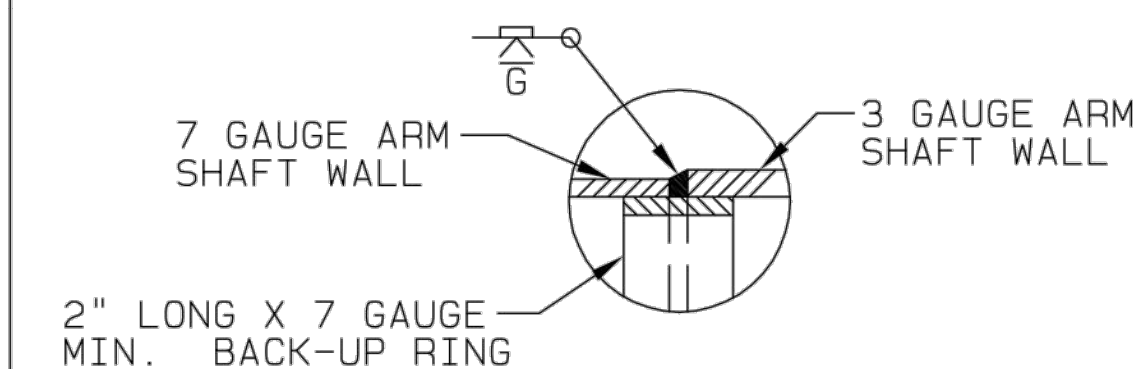


NOTE: "AR" IS ARM RISE. ARM RISE IS CALCULATED USING THE MAXIMUM LOADINGS. ALL ARMS WILL BE PROVIDED WITH THE RISE DERIVED FROM MAXIMUM LOADINGS.

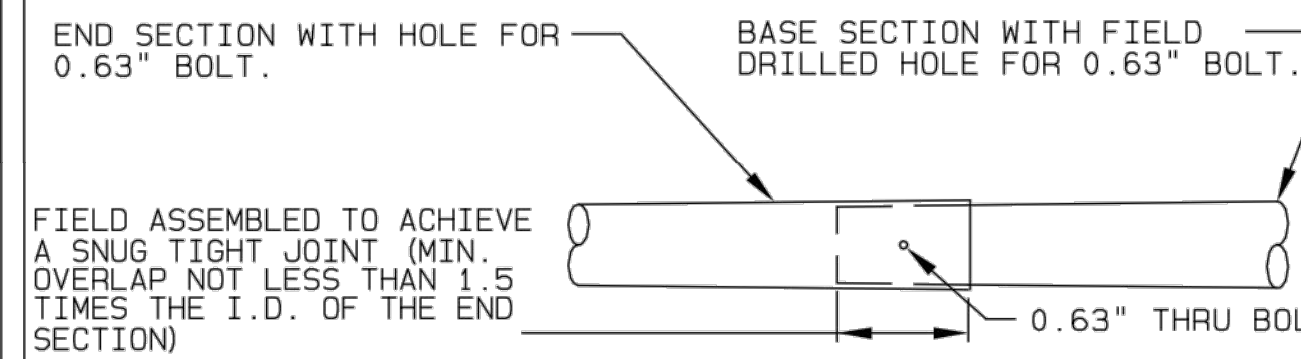
SIGNAL ARM ATTACHMENT DATA

MAST ARM	"AR"	"A"	"B"	"G"
20'	0.50°	21.00	17.00	1.50" X 4.25"
25'	0.50°	21.00	17.00	1.50" X 4.25"
30'	1.00°	21.00	17.00	1.50" X 4.25"
35'	1.50°	21.00	17.00	1.50" X 4.25"
40'	2.00°	21.00	17.00	1.50" X 4.25"
45'	2.00°	21.00	17.00	1.50" X 4.25"
50'	2.50°	21.00	17.00	1.50" X 4.25"
55'	3.00°	21.00	17.00	1.50" X 4.25"
60'	3.50°	22.00	18.00	1.50" X 4.25"
65'	4.50°	22.00	18.00	1.50" X 4.25"

DETAIL 6 SIGNAL ARM ATTACHMENT

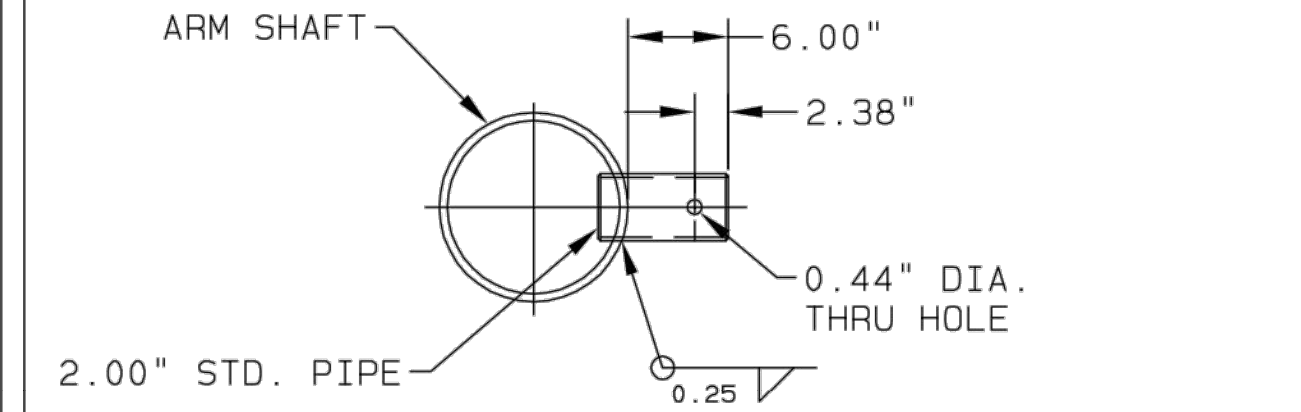


DETAIL 7 55' ARM SPLICE

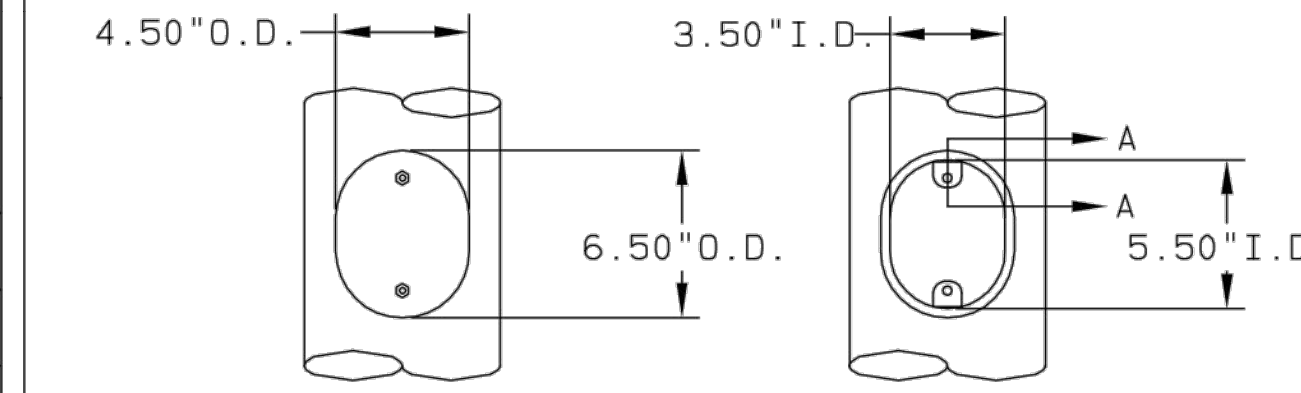
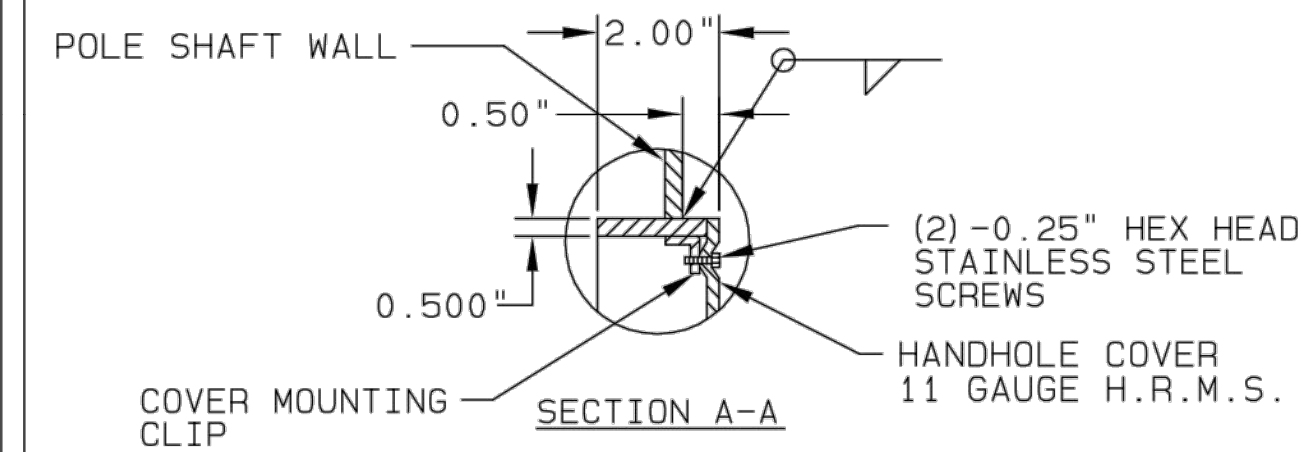


60' & 65' ARMS ONLY

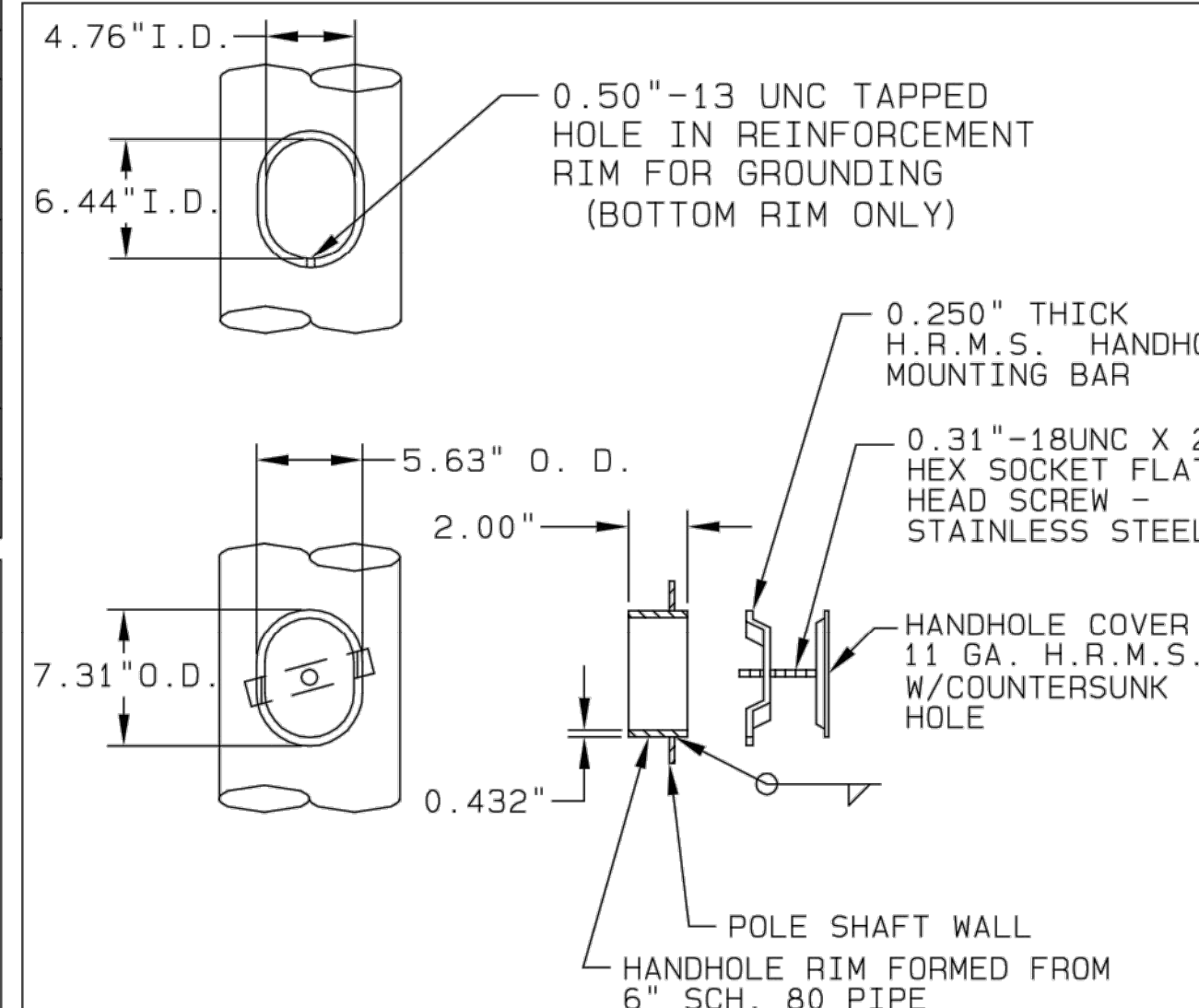
DETAIL 8 SIGNAL ARM SLIP JOINT



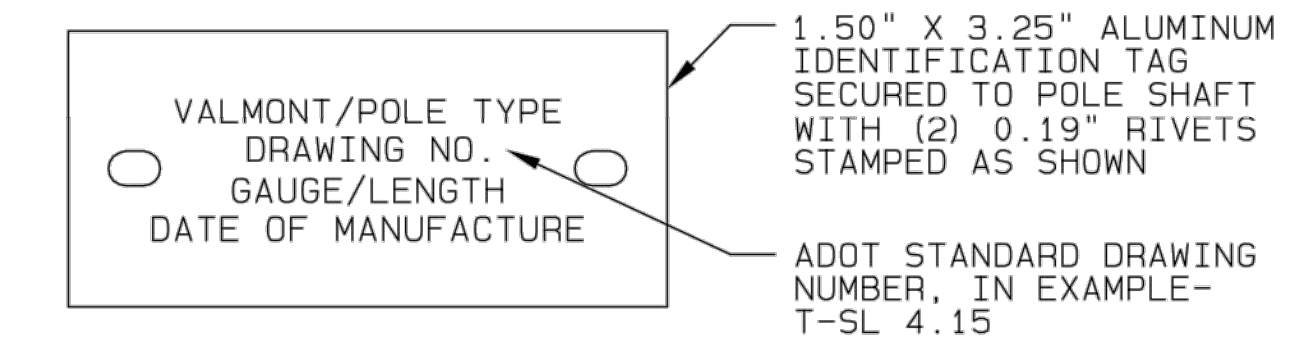
DETAIL 9 SIGNAL ARM TENON



DETAIL 10 UPPER HANDHOLE-TYPE Q & R



DETAIL 11 UPPER HANDHOLE-TYPE W & V



DETAIL 12 POLE IDENTIFICATION TAG

TITLE  
~~CITY OF GOODYEAR~~  
TYPE J, K, Q, R, V & W POLES  
TRAFFIC SIGNAL STRUCTURES

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**valmont**  
Valley, NE 68064  
(402) 359-2201

PAGE NUMBER: 3 OF 5  
DRAWING NUMBER: DB01403  
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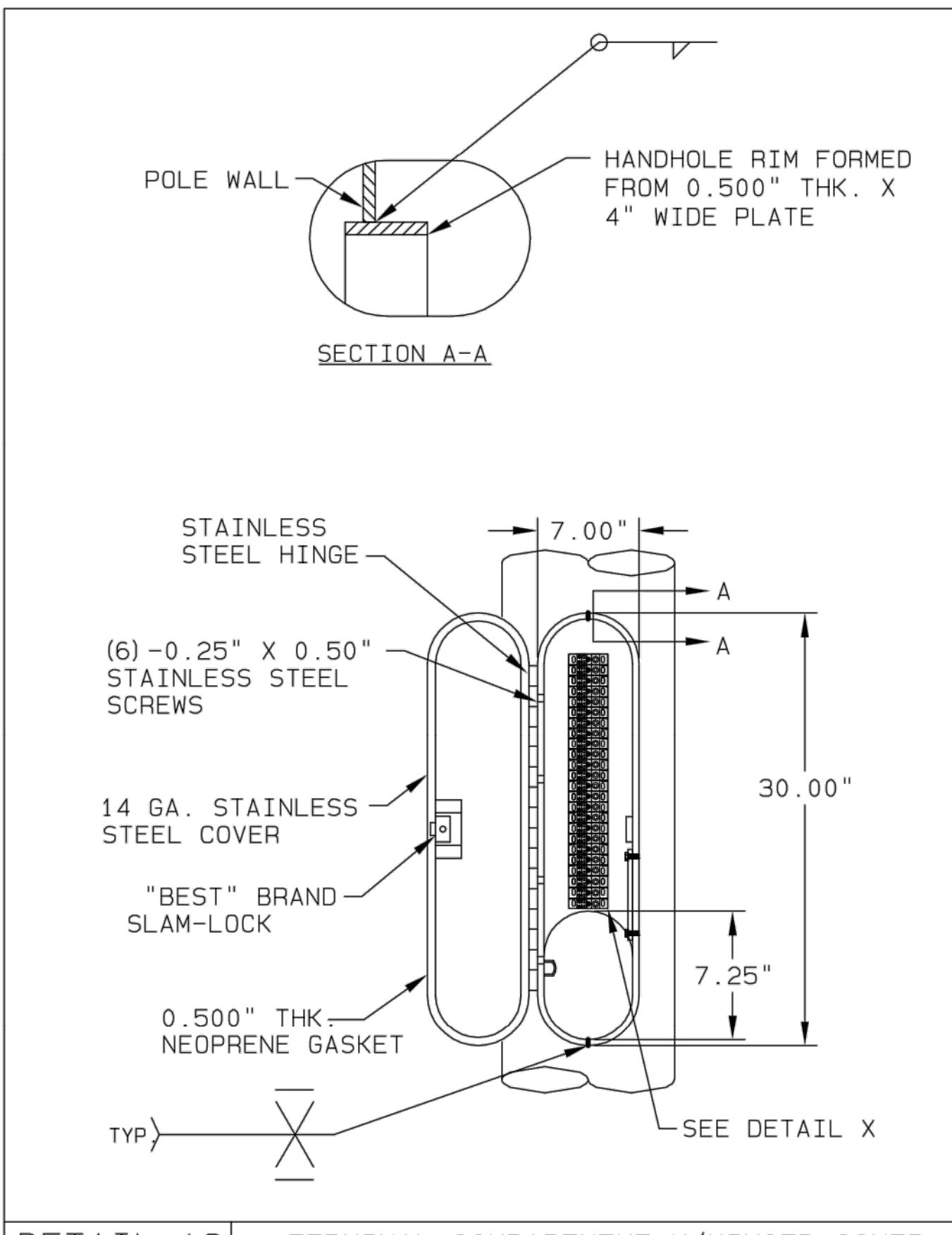
333 E WETMORE ROAD, SUITE 450, TUCSON, AZ 85705, 520.292.2300

SCALE: N.T.S. APPROVED BY: DRAWN: JV, RC, AP  
DATE: 11/1/23 C.I.P. NO.

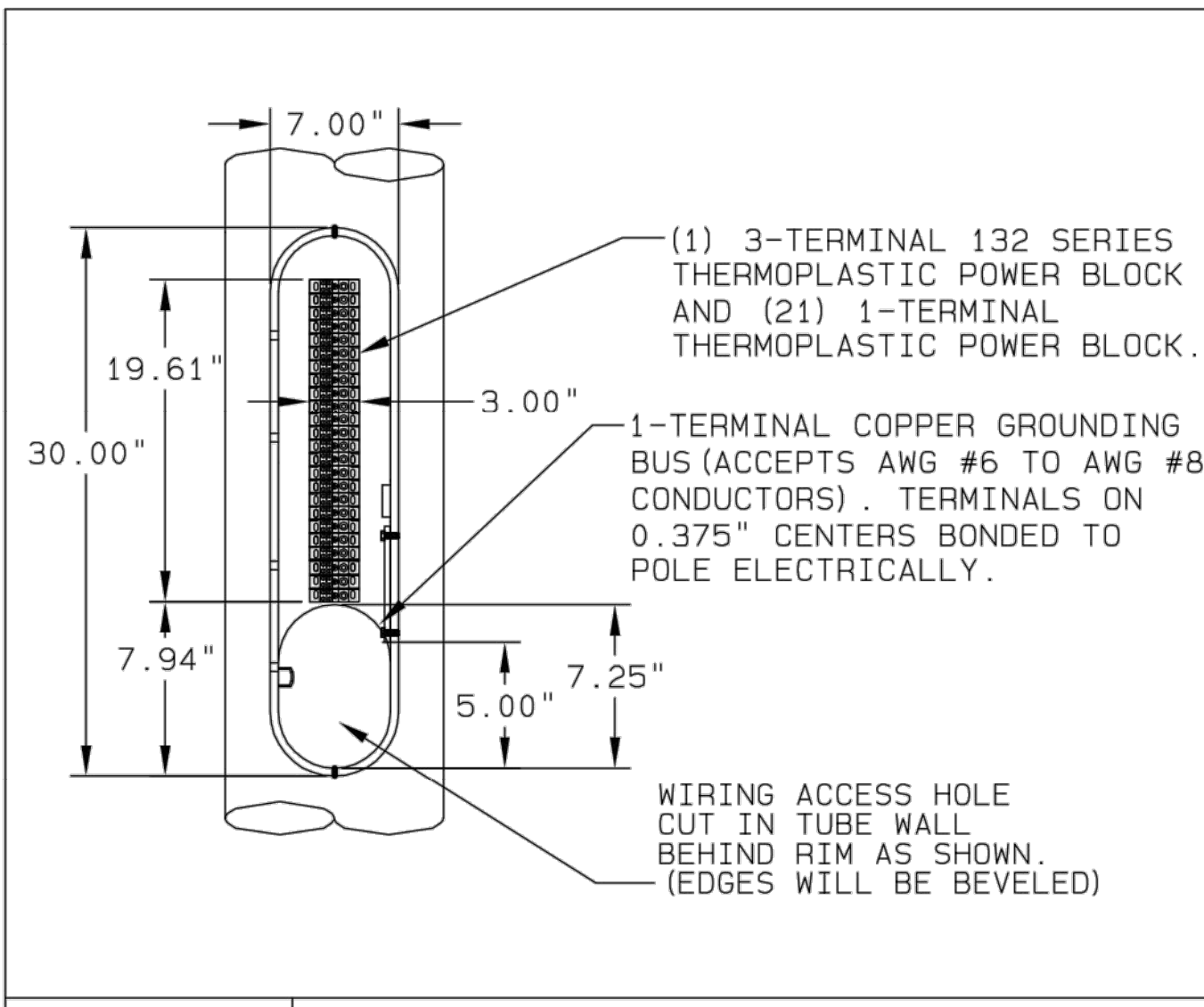
SAN LUIS I LAND PORT OF ENTRY OFFSITE  
DETAILS 37 OF 38

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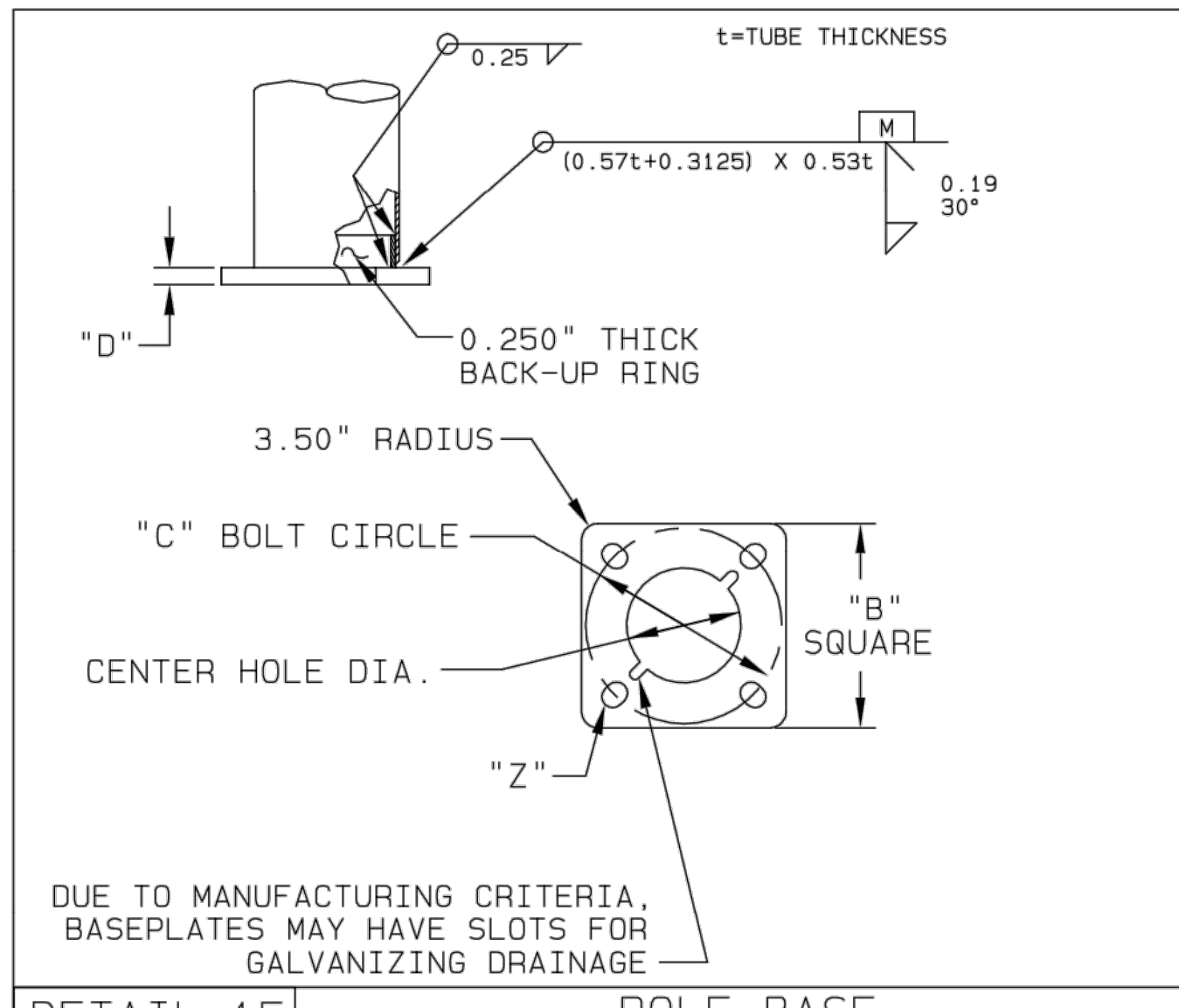
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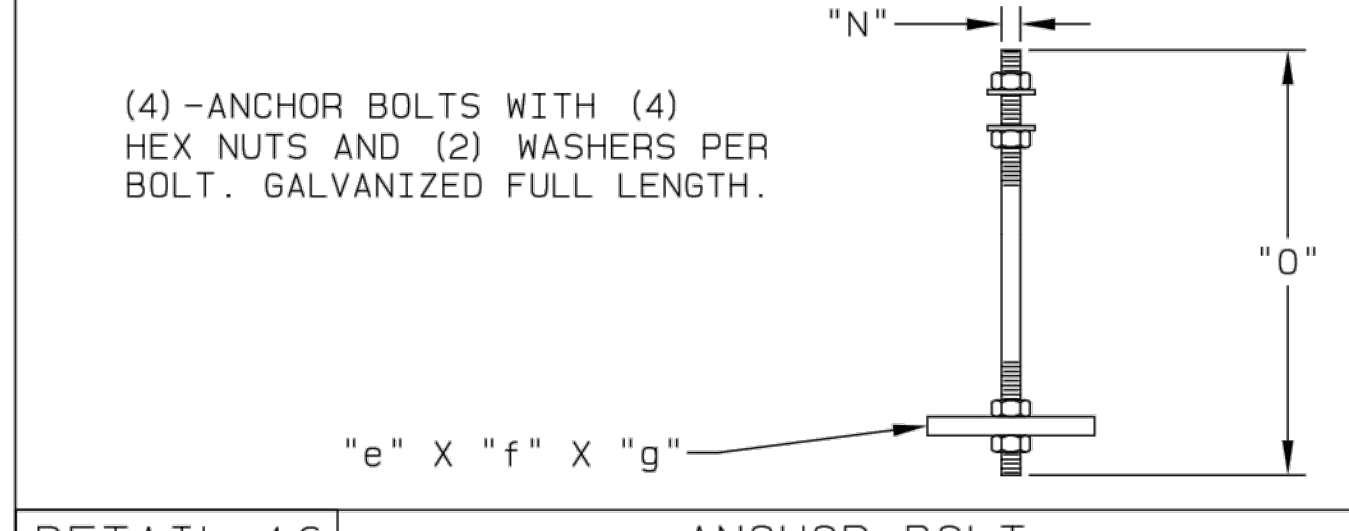
DETAIL 13 TERMINAL COMPARTMENT W/HINGED COVER



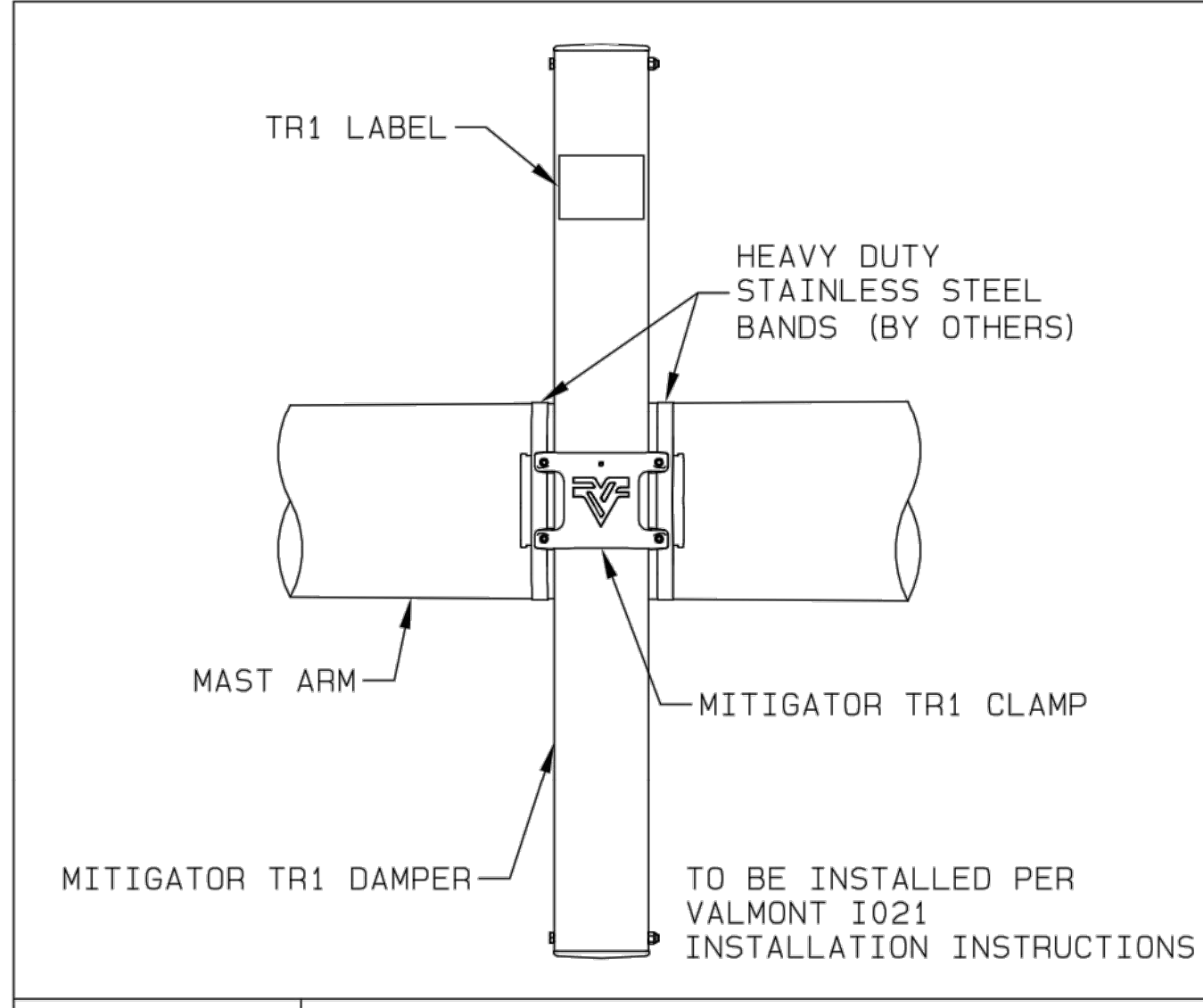
DETAIL 14 TERMINAL BLOCKS



DETAIL 15 POLE BASE



DETAIL 16 ANCHOR BOLT



DETAIL 17 TR1 MITIGATOR

TITLE ~~CITY OF GOODYEAR~~  
 TYPE J, K, Q, R, V & W POLES  
 TRAFFIC SIGNAL STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES  
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PAGE NUMBER: 4 OF 5  
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 DB01403

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	SAN LUIS I LAND PORT OF ENTRY OFFSITE DETAILS		DRAWN: JV, RC, AP C.I.P. NO.
			38 OF 38



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. A.

**Meeting Date:** 02/07/2024

**Department Head:** Angel Ramirez, Fire Chief, Fire Department

**Submitted By:** Angel Ramirez, Fire Chief, Fire Department

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Engine Pumper Fire Truck. **(Angel Ramirez, Fire Chief)**

#### SUMMARY:

Investing in a new fire truck is crucial for ensuring public safety and effective emergency response. As communities evolve, so do the challenges faced by fire departments. A modern fire truck comes equipped with advanced technology, improved water and foam delivery systems, and enhanced safety features. Upgrading to a new fire truck allows quicker response time, increased firefighting capacity, and better adaptability to diverse emergency scenarios.

Ultimately, purchasing a new fire truck is an investment in the community's well-being, providing firefighters with the tools they need to save lives and protect property.

The biggest reason we want to purchase the truck now is the wait times from order to delivery. As we stand right now, we are looking at 40-48 months until we have this truck delivered. Pierce is offering us to pay in increments each budget year until the truck is delivered.

The San Luis Fire Department wants to utilize the purchasing powers available through the HGACBUY Contract FS12-19 under the authority of the City of San Luis, Arizona, Procurement Code Chapter 3.05, Section §3.05.090, Cooperative Purchasing, and is seeking council approval.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF A NEW ENGINE PUMPER FIRE TRUCK IN THE AMOUNT OF \$1,235,951.52 TO BE PAID IN THE NEXT THREE FISCAL YEARS.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$1,235,951.52
<b>BUDGETED AMOUNT:</b>	0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	0
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-999-90000
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

There is no fiscal impact associated with this agenda item for Fiscal Year 2024. Financial obligations for the procurement of this equipment will be structured into three annual payments. These payments will commence in Fiscal Year 2025 and will continue over the subsequent two fiscal years, ensuring payments are spread over time to facilitate budget management.

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**Attachments**

Engine Pumper Quote

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November 16, 2023

San Luis Fire Department, AZ  
One (1) Velocity PUC Pumper SO770  
Build Location: Appleton, WI

<b>Proposal Price</b>	<b>\$1,141,191.00</b>	
Arizona State Sales Tax @ 5.60%		63,906.70
Phoenix Sales Tax @ 2.70%		30,812.16
PHX Transportation Plan Tax @ 0.3% of \$13,866.00		41.66
<b>Total Bid Price Including Sales Tax</b>		<b>\$1,235,951.52</b>
Less chassis progress payment discount	(17,168.00)	
Less payment upon completion @ factory discount	(11,450.00)	
Less 100% pre-payment discount	(115,810.00)	
<b>Subtotal including all pre-pay discounts</b>	<b>\$996,763.00</b>	
Arizona State Sales Tax @ 5.60%		55,818.73
Phoenix Sales Tax @ 2.70%		26,912.60
PHX Transportation Plan Tax @ 0.3% of \$13,866.00		41.66
<b>Total Bid Price Including Pre-Pay Discounts &amp; Sales Tax</b>		<b>\$1,079,535.99</b>

**Terms:**

**Price Expiration:** The above pricing is valid until January 26, 2024.

**Future Changes:** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

**Component Price Volatility:** Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

**Delivery:** Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 45.5 to 50.5 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

**Payment Terms:**

**a. If pre-payment discount options are elected, the following terms will apply:**

- i. Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$572,253.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.
- ii. Payment Upon Completion at Factory Discount:** If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.
- iii. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

**b. If pre-payment discount options are not elected standard payment terms will apply:** Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

**c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.**

**Consortium Purchase:** The proposal is based on the apparatus being purchased through NPPGov utilizing League of Oregon Cities Master Price Agreement for RFP No. 1905 for Fire Apparatus contract PS20240 valid until 5/27/2024. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Performance Bond:** A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$3,496.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

**Transportation:** Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$5,500.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

**Inspection Trips:** **Two (2)** factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **\$2,400.00** per traveler (per trip) will be deducted from the final invoice.

**Acceptance of Proposal:**

- a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.
  - b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.
    - i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.
    - ii. Purchase order must reference **"One (1) Velocity PUC Pumper SO770 dated 11/16/2023."**
    - iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**
    - iv. Purchased order should reference, **"Purchased utilizing HGACBuy Contract FS12-19."**
    - v. Purchase orders must be signed and dated by authorized personnel.
- 

By signing below you agree to purchase the above apparatus.

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO # (if applicable):** \_\_\_\_\_

*Proudly serving you, while you serve your communities since 1987*



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. B.

**Meeting Date:** 02/07/2024

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

**Submitted By:** Jorge Perez, Assistant Director of Public Works, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Pre-Engineered Metal Building (PEMB) for the Water Well Site #5 Project. **(Jorge Perez, Assistant Director of Public Works)**

#### SUMMARY:

The department of public works and its water division are currently working on the development, design and construction of a new groundwater well, filtration system, and building improvements at Well Site #5. The new Pureflow filtration system will be housed in a new pre-engineered metal building (PEMB). Some of the equipment like the filtration system has been ordered to take advantage of time and allow for the fabrication and delivery of materials. The complete design of the project is at approximately 90% complete and Public Works would like to procure the pre-engineered metal building to advance on its fabrication and delivery.

The project was initiated at the beginning of the fiscal year by bringing a consultant on board to produce design plans for the construction of the well, to work with Pureflow filtration system and incorporate their system design into the project design, and to also produce design work for the pre-engineered metal building (PEMB). The project has advanced in design in construction phases, concentrating initial efforts into the well design and filtration system for it to be ordered. At this stage, the design is far along to produce engineering design for the metal building and thus, the department of Public Works is seeking purchase of the building. Conducting a formal bid process for the purchase of a new pre-engineered metal building (PEMB) could add 6-8 weeks to the project schedule. With this in mind, Public Works, with the assistance of its consultants, requested and obtained two proposals from Bunger Steel out of Phoenix, Arizona and Rhino Steel Building Systems from Denton, Texas for the fabrication of a PEMB. A third vendor, Nucor Corporation, declined to provide a proposal as they only work with general contractors. Both responsive vendors provided an informal schedule of 8 weeks for sealed drawings and 10-12 weeks for fabrication, for a total of 18-20 weeks for delivery of the PEMB.

Public Works is seeking Mayor and Council approval to purchase a pre-engineered metal building (PEMB) from Bunger Steel in the amount of \$71,471.25 and to waive the formal purchasing procedures as authorized under the San Luis City Code, Section 3.05.010(F) *Procedures Waived*.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF A PRE-ENGINEERED METAL BUILDING FROM BUNGER STEEL IN THE AMOUNT OF \$71,471.25 AND TO WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.**

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$71,471.25  
**BUDGETED AMOUNT:** \$1,600,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 300-302-90015 / Capital  
Outlay - CIP / \$2,804,604.01

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

Budgeted Item at \$1,600,000.00  
Bunger Steel Proposal \$64,556.00 + tax = \$71,471.25  
Rhino Steel Proposal \$74,400.00 + tax = \$82,369.73  
Nucor Corporation declined to provide proposal.

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### Attachments

Bunger Steel Proposal  
Rhino Steel Proposal  
3D Building Rendering

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Quote Date: 1/25/2024

Quote No.: MC24-0125

Job No.:

PER THOMPSON ARCH DRAWINGS DATED NOV. 2023

**Customer:**

City of San Luis  
**ADDRESS**  
 San Luis, AZ 85349  
 Phone: 928-343-1694  
 Cell Ph:  
 Fax:  
 Email: chris@thompsonarch.com

**Project Name and Location:**

Well Site 5 Building  
 46 x 66 x 20  
 San Luis, AZ 85439  
 County: San Luis  
 Building End Use: Utility  
 Permit From: San Luis  
 Building Category: 1  
 Delivery of Plans to Customer:

Customer Representative: Christopher Thompson  
 Bunger Representative: Mark Corrigan  
[mark@bungersteel.com](mailto:mark@bungersteel.com)  
 (937) 594-9493

Pick Up  
 UPS To:  
 ADDRESS  
 San Luis, AZ 85349

**CONTRACT PROPOSAL**

**BUILDING SPECIFICATIONS**

Width (Ft).....	46	Length (Ft).....	66
Eave Height Front (Ft)...	20	Eave Height Rear (Ft)....	20
Roof Slope Front.....	1.0:12	Roof Slope Rear.....	1.0:12
Peak Offset (Ft).....	23		
Bay Spacing (Ft).....	3 at 22		
Interior Frame(S).....	3 rigid frames, clear span		
Left Endwall Frame.....	Bearing	Left Rigid End Frame Offset.....	N/A
Right Endwall Frame.....	Rigid	Right Rigid End Frame Offset.....	N/A
<small>(Bearing is non-expandable Post &amp; Beam, Rigid End Frame is non-expandable, unless noted otherwise.)</small>			
Left Endwall Girts.....	Flush	Left Endwall Bracing.....	Panel Shear
Front Sidewall Girts.....	Bypass	Front Sidewall Bracing.....	Wind Bents
Right Endwall Girts.....	Flush	Right Endwall Bracing.....	Rigid Frame
Back Sidewall Girts.....	Bypass	Back Sidewall Bracing.....	Cable Diagonal Bracing
<small>(Not Applicable If Building Is Cover Only)</small>			
		Roof Bracing.....	Cable Diagonal Bracing
Left Endwall Frame Lines.....	By Design		
Right Endwall Frame Lines.....	Expandable		

**Customer to Verify : LOAD SPECIFICATIONS, CODE: IBC 18**

Roof Dead Load (psf)....	2.5	Collateral Load (psf).....	5	Occupancy Category....	II
Roof Snow Load (psf)....	0	Roof Live Load (psf).....	20	Live Load Reduction.....	Yes
Wind Speed (mph).....	115	Wind Exposure.....	C	Importance Factor.....	1.00
Building Type.....	Partial				
Seismic Zone.....	D	Seismic Coefficient.....	0.882	Importance Factor.....	1.00
<b>Rigid Frame Deflection Limits:</b>		Vertical.....	180	Horizontal.....	60
<b>Wall Girt Deflection Limits:</b>		Vertical.....	n/a	Horizontal.....	90
<b>Roof Purlin Deflection Limits:</b>		Live Load.....	180	Wind Load.....	150



**CONTRACT PROPOSAL - continued**

**STRUCTURAL CALCULATIONS AND DRAWINGS**

Approval Drawings..... 4 sets (sealed by licensed PE) \*\*\* Please fill out the attached 'Foundation Design Information Form' if Foundation design is provided by Bunger Steel, Inc.  
 Structural Calculations..... 2 sets (sealed by licensed PE)  
 Foundation Engineering..... **BY OTHERS**

If buyer desires Bunger, Inc. to prepare Foundation Engineering, buyer shall provide Bunger with a copy of the soils report for Bunger's review pursuant to the provisions in IBC 09, Section 1802.1. It is entirely owners or owner's representative responsibility to provide Bunger a copy of soils report for foundation design. In absence of soils report, Bunger will design the foundation based on Non-Expansive soils per minimum allowable loads per IBC Table 1804.2 for class 5 material.

Is Soils Report available? Yes No

**INCLUSIONS AND EXCLUSIONS**

Unloading & Erection

**Not Included.**

**FOUNDATION DESIGN BY OTHERS**

**JOB SITE DELIVERY INCLUDED**

- Plan Review & Permit Fees aren't included.
- Acquisition of Permits isn't included.
- Performance Bond isn't included.
- Site Preparation isn't included.
- Site Plan by Customer.
- Architectural Plans by Customer.
- Anchor Bolts & Templates aren't included.
- Interior Finish Work isn't included.
- Plumbing Work isn't included.
- H.V.A.C. Work isn't included.
- Electrical Work isn't included.

*"The Approval Drawings and Construction Drawings are not drawn to scale. Some Permitting Authorities may or may not require scaled drawings. It is the Owners responsibility to verify from their Permitting Authority that scaled drawings are a requirement. It is also the Owners responsibility to acquire these drawings at their expense or contract with Bunger Steel, Inc. to provide them for an additional fee".*

**ACCEPTANCE OF PROPOSAL AND CONFIRMATION OF CONTRACT**

We hereby propose to furnish the material in accordance with the specifications above for the sum of:

THIS QUOTE EXPIRES: 10 DAYS FROM THE DATED DATE.

	<b>Building Price:</b>	<b>\$64,556.00</b>
<b>TBD</b>	Sales Tax:	\$0.00
	<b>Grand Total</b>	<b>\$64,556.00</b>
	Deposit Due With Order	\$9,684.00
	Amount Due Upon Release to Fab:	\$32,278.00
(Applicable If Erection of Building Included)	Amount Due Upon Concrete Completion:	\$0.00
<b>(Cashier's Check Required)</b>	Amount Due Upon Offered Delivery of Building:	\$22,594.00
(Applicable If Erection of Building Included)	Balance Due Upon Final Completion:	N/A

**BUNGER STEEL, INC. IS BASING THIS PROPOSAL AND PURCHASE ORDER ON DESIGN CRITERIA AS INDICATED HEREIN. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THESE CRITERIA WITH THEIR BUILDING OFFICIALS. IF THE DESIGN CRITERIA ARE CHANGED, THE PRICE IS SUBJECT TO CHANGE. UNLESS SPECIFICALLY STATED OTHERWISE; BUNGER STEEL, INC. IS FURNISHING ITS STANDARD DESIGN, DETAILS AND MATERIALS AND WILL NOT BE RESPONSIBLE FOR ANY REQUIREMENTS NOT SHOWN HEREON. SEE ATTACHED TERMS AND CONDITIONS AND ADDENDA A. BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS AND CONDITIONS CONTAINED AND ATTACHED HEREIN AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF BUNGER, INC.**

CONTRACT ACCEPTED:

<b>X</b>		
Customer Signature	Date	Bunger, Inc., Officer Signature
Print Name	Title	Print Name
		Title



# RHINO STEEL BUILDING SYSTEMS

4305 1-35 North - Denton, TX 76207 www.rhinobldg.com

Phone: 940.383.9566 Fax: 940.484.6746 Toll Free: 1.888.320.7466

Over 37% repeat and referral business in 2017

Sales Manager:	Dirk Davis
Quote:	012324-4

## CUSTOMER INFORMATION

Name:	Christopher Thompson	Date:	1/29/2024
Address:			
City:	San Luis	State:	AZ
Phone:	928-343-1694	Fax:	
		Zip:	85349
		County:	

## BUILDING SPECIFICATIONS

Width:	46	Bldg Code:	IBC 18	Live Load:	20/12	Wall Color:	Choice of Colors
Length:	66	Collateral Load:	1 lbs	Bay Spacing:	22	Roof Color:	Galvalume
Eave Ht:	20	Wind Load:	99C	# Bays:	3	Trim Color:	Choice of Colors
Roof Pitch:	1:12	Ground Snow:	0	Girt Condition:	Bypass	Column:	Tapered

## ACCESSORIES

Walk Doors:	2-3070 Solid Door Insulated, Lever Lock, Field Located, Keyed alike	Included
Framed Openings:	3-12x12 with Full Cover Trim	Included
Windows:	By Others	
Gutters & Downs:		
Sky/wall Lights:		
Vents:		
Insulation:	6" Roof and Wall White Reinforced Back Insulation.	Included
Overhead Doors:	3-12x12 Sectional Insulated Door with top and side draft seals.	Included
	Calculations for Arizona.	Included
Notes:	Clear Span, Base Angle and Trim (no sheet notch needed)	Included
	<b>BUILDING PRICE WITH FREIGHT</b>	<b>\$ 74,400.00</b>
	<b>DISCOUNT IF BUILDING PURCHASED BEFORE: 02/09/24</b>	<b>\$ 5,000.00</b>
	<b>TOTAL DELIVERED PRICE (ADD TAX)</b>	<b>69,400.00</b>

## RHINO STEEL BUILDINGS - STANDARD FEATURES and BENEFITS

**26 Gauge PBR Panels** – Rhino Standard PBR for roof and wall panels feature extra overlap for increased strength and water resistance.

**40 Year Warranty** – on all silicon polyester roof and wall panels from chalking or fading.

**Formed Base Trim** – A colored steel edge that the wall panel rests on resulting in two major benefits: eliminates the need for concrete sheet notch and prevents panels from resting on concrete which may later cause rusting.

**Full Cover Trim** – added to all framed openings to enhance looks and resulting in more finished look.

**Weather Proofing** – At base, eave and rake. Another standard feature that includes closures strips, mastic, and flashing to ensure a weather tight building.

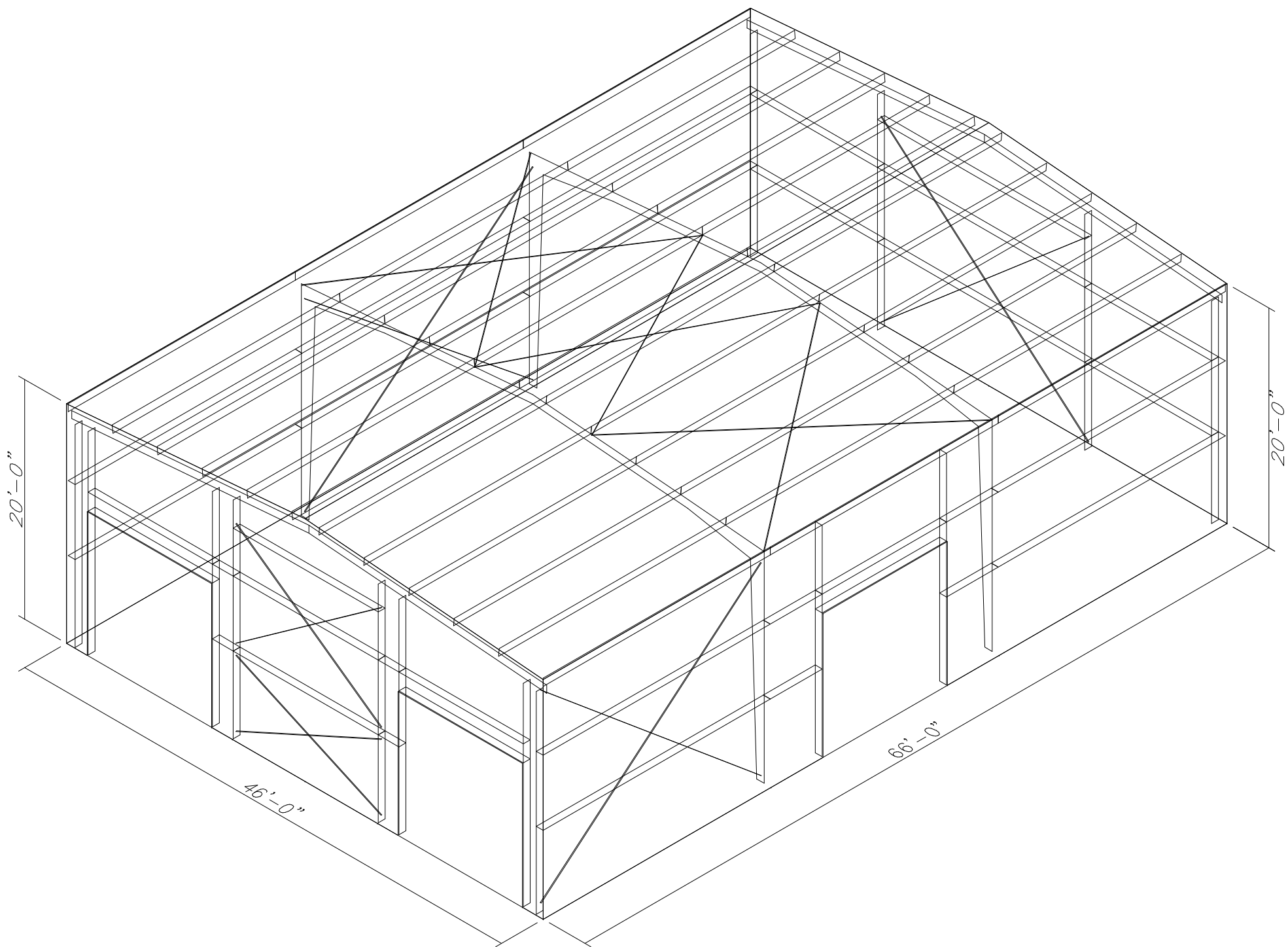
**Price includes** - Electronic engineer stamped drawings and anchor bolt plans.

<b>Building Price:</b>	<b>\$ 69,400.00</b>
<b>Deposit:</b>	
<b>Balance on Delivery:</b>	

\* 25% Deposit to order the building, Balance due C.O.D.  
 \* Anchor bolts are not included unless otherwise noted.  
 \* Price is valid 02/09/24.  
 \* **Freight is Included**

\*Customer is responsible for confirming loads with local authority.\*

\*Please add Sales Tax if Applicable\*





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. C.

**Meeting Date:** 02/07/2024

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action for the removal and appointment of a Trustee for the City of San Luis Employee Benefit Trust. **(Jenny Torres, Acting City Manager and Executive Advisor to the Trust)**

#### SUMMARY:

This item is for the City Council to consider removing Tadeo Azael De La Hoya as a Trustee from the City of San Luis Employee Benefit Trust and designating a replacement Trustee.

The Declaration of Trust for the Employee Benefit Trust ("Declaration of Trust") describes how to remove and designate Trustees.

The removal is by a majority vote of the City Council. The Declaration of Trust, Section 4.01 states in pertinent part: *"The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal of a Trustee by a majority vote of the City Council[.]"*

The designation of a replacement Trustee is by the City Council upon the recommendations of the Mayor. The Declaration of Trust, Section 4.01 states in pertinent part: *"In the event of the death, resignation, or removal of an appointed Trustee, the City Council shall designate a successor to such Trustee from recommendations from the Mayor[.]"*

Under the Declaration of Trust, Section 3.02, *"The Trustees shall consist of five (5) persons, consisting of no more than one (1) member of the City Council and no more than (1) Employee of the City."* The current Board consists of Tadeo Azael De La Hoya (Council Member), Maria Sabori (an Employee), and the community members Emma Torres, Maria Gonzalez, and Gustavo MacGrew.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO REMOVE TADEO AZAEL DE LA HOYA AS TRUSTEE FROM THE SAN LUIS EMPLOYEE BENEFITS TRUST.**

**I MOVE TO APPOINT \_\_\_\_\_ AS TRUSTEE FOR THE SAN LUIS EMPLOYEE BENEFITS TRUST.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	No
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

There is no fiscal impact associated with this item. Under the Declaration of Trust, Section 3.09, *"The Trustees shall receive no compensation for their services except for reimbursement of actual reasonable expenses incurred."*

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**Attachments**

Declaration of Trust

Amendment

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204 2012

Referece  
Trust

**AGREEMENT AND DECLARATION OF TRUST  
FOR CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST**

THIS AGREEMENT AND DECLARATION OF TRUST was made and entered into this first day of September 2011, between CITY OF SAN LUIS, a municipal corporation hereinafter referred to as the "City" and certain persons hereinafter referred to as the "Trustees" to administer the Trust in accordance with the terms and provisions of this instrument.

**WITNESSETH:**

WHEREAS, A.R.S. § 11-981 authorizes the City of San Luis to establish a self-funded insurance program for health benefits for its Employees.

WHEREAS, A.R.S. § 11-981 requires the establishment of a health benefits trust for the purposes of management and administration of this program; and

WHEREAS, A.R.S. § 11-981 also requires the establishment of the health benefits trust board to administer the health benefits trust.

WHEREAS, CITY OF SAN LUIS, hereinafter designated and referred to as "City", and certain employees of said City hereinafter designated and referred to as "Employees", desire to enter into a program of providing and maintaining health and welfare benefits for Employees of the City and certain members of their families, hereinafter designated and referred to as "Dependents", which program is to be administered by the Trustees; and

WHEREAS, to effect the aforesaid purpose it is mutually desirable by and between the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, the Trustees and City which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the parties hereto, be deemed a party to this Agreement and Declaration of Trust.

Now THEREFORE, in consideration of the promises, covenants, agreements, terms, obligation and duties herein set forth, it is understood and agreed as follows:

**ARTICLE 1  
DEFINITIONS**

It is mutually understood and agreed by and between the parties hereto that the following are and shall be the definitions:

Section 1.01 The term "Employee Benefit Trust" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement and Declaration of Trust.

**Section 1.02** The term "Employee" shall mean all persons who have met the eligibility requirements as defined in the written instrument for the Employee Benefit Trust and who have properly enrolled for and made appropriate contributions for coverage under said Trust, and who are not eligible for benefits under any other health program to which the City makes contributions.

**Section 1.03** The term "Dependent" shall mean all persons who have met the eligibility requirements for being a dependent of the Employee as defined in the written instrument for the Employee Benefit Trust and who have been properly enrolled for and made appropriate contributions for coverage under the Employee Benefit Trust, and who are not eligible for benefit under any other health program which the City makes contributions.

**Section 1.04** The phrase "Trust Agreement" shall mean and refer to this Agreement and Declaration of Trust and any modification or amendments thereto.

**Section 1.05** The term "Fund" as used shall mean the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts, or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes, and Trust set forth therein, and those things of value which compromise the corpus and additions to the Fund.

**Section 1.06** The term "Trustees" as used herein shall mean the Trustees and their successors provided for in the Trust Agreement.

**Section 1.07** The name of the Trust is and shall be City of San Luis Employee Benefit Trust.

**Section 1.08** The phrase "City Contributions" does and shall mean the contributions made by the City of San Luis to the Fund for the Employee Benefit Trust.

**Section 1.09** The phrase "Employee Contribution" does and shall mean the contributions made by the Employees of the City of San Luis to said Fund.

**Section 1.10** The term "City" does and shall mean the City of San Luis, a municipal corporation organized and existing under the laws of the State of Arizona.

**Section 1.11** The phrase "Plan Document" does and shall mean the written instrument containing the provisions for self-funded health and welfare benefits of the Employee Benefit Trust.

**Section 1.12** The phrase "Contract Administrator" does and shall mean the person or firm employed by the Trustees who is responsible for the processing of claims and

payment of benefits, administration, accounting, reporting and other services contracted for by the Trustees.

**ARTICLE II  
PURPOSE OF TRUST AND APPLICATION OF THE FUND**

**Section 2.01 FUND** There is hereby declared and created the City of San Luis Employee Benefit Trust: To establish a Trust Fund to provide benefits for, but not limited or restricted to Life, Accidental Death and Dismemberment, Basic or Major Medical coverage's for accidents or sickness, Dental; and any other benefits as determined by the Trustees for the Employees and their Dependents; whether through self-funded or insured programs or both.

**Section 2.02 PRINCIPAL OFFICE** The Trust shall have its principal office in the City of San Luis, County of Yuma, state of Arizona and hereinafter designated and referred to as Principal Office.

**ARTICLE III  
POWERS AND DUTUES OF TRUSTEES**

**Section 3.01 APPOINTMENTS OF TRUSTEES** The Employee Benefit Trust shall be administered by the Trustees. The Mayor shall nominate individuals to serve as Trustees overseeing the management and administration of the Trust. The City Council shall consider and may appoint any individual so recommended, provided that the appointed Trustees conform to the requirements of Section 3.02.

**Section 3.02 NUMBER AND IDENTITY** The Trustees shall consist of five (5) persons, consisting of no more than one (1) member of the City Council and no more than (1) Employee of the City.

**Section 3.03 ACCEPTANCE** Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee hereby accept the Trust and Trusteeship and declares they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. The Trustees shall faithfully keep and hold any and all monies they receive as Trustees for the purpose of the Trust and keep adequate and proper records thereof.

**Section 3.04 TRUSTEES' TERM** Each Trustee shall serve a five-year term. A Trustee may be reappointed of no more than one additional consecutive term. Notwithstanding the foregoing, the initial terms for the first five (5) Trustees shall be as follows: one (1) Trustee to serve an initial term of one (1) year; two (2) Trustees to serve an initial term of two (2) years; and two (2) Trustees to serve an initial term of three (3) years. The Trustees shall determine among themselves which of the first five (5) Trustees shall serve the one year, two year, and three year terms. This shall result in Trustees rotating appointments every two (2) to three (3) years.

**Section 3.05 EXECUTIVE ADVISORS** The Board of Trustees shall include as Executive Advisors, the City's Finance Director, or their designee, and the City's Human Resource Director, or their designee, and the City Manager, or their designee. Such Executive Advisors shall attend all meetings of the Board of Trustees.

**Section 3.06 DUTIES** The Trustees shall hold, manage, care for and keep the Fund and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an external annual audit, accounting and reports as hereinafter mentioned. The Trustees shall employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and to lease premises and equipment as may be necessary or desirable in administering the Fund and carrying out its purposes and the fees, salaries, wages emoluments or compensation of any and all such persons shall be paid from the Fund. When acting upon the advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts done or not done. The Trustees may incur any expenses for supplies, rental of space or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement. The Trustees shall have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of accomplishments of the objects and purposes of the Fund and this Trust and Trust Agreement.

In addition, the Trustees shall establish terms and conditions for the Employee Benefit Trust including, but not limited to:

- A. Establish terms and conditions of coverage including exclusions of coverage;
- B. Establish provisions for eligibility requirements to enroll for coverage;
- C. Ensure that all claims are processed promptly;
- D. Administer the Trust Fund pursuant to this Agreement;
- E. Designate a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2, Articles 3 Or 9 of the Arizona Revised Statutes, and such license shall be verified by the Board of Trustees at time of the designation;
- F. Provide financial oversight of the Trust Fund by evaluating claim expenses and reserve amounts;
- G. Review the Trust Fund quarterly to insure sufficient funds exist to pay outstanding and future benefits, to pay for losses or claims or any combination of insurance and direct payment, and to pay for risk management consultation;
- H. Make recommendations to the City Manager on financial issues relating to the self-insured programs;
- I. Comply with all requirements of State and Federal laws relating to self-insurance programs;
- J. Take all necessary precautions to safeguard the assets of the Trust;
- K. Maintain minutes of its meetings.

**Section 3.07 TRUSTEES' AUTHORITY** The Trustees shall have the power to enter in contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desirable schedule of benefits. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of direct or self-funding by the Trust and/or by the procurement of group insurance contracts (permissible under the laws of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees, the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of direct or self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

Should the Trustees select or provide for any policy or any program of self-funding, no claims for benefits or no claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claim representatives, actuaries, or other officials charged with the administration of such a program of self-funding. In the event that submitted claims of Employees and/or Dependents exceed the funds available, the claims shall be paid in the order received.

**Section 3.08 DEPOSITS AND INVESTMENTS** All corpus or portions of the Fund not expended under Article III may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust, shall be invested by the Trustees in reasonable secure, reasonable liquid investments.

The Fund may accumulate dividends or experience rating refunds or other monies, if any accruing from any insurance policy or policies deposits or investments. Such dividends, refunds or other monies or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums, or held, used or applied as herein set forth.

**Section 3.09 COMPENSATION** The Trustees shall receive no compensation for their services except for reimbursement of actual reasonable expenses incurred.

**Section 3.10 WITHDRAWALS** All checks, drafts, vouchers or other withdrawals from the Fund or depositories and the transfer or liquidating of insurance policies or

investments shall first be authorized by the Trustees and then signed by appropriate signatories as determined by the Trust, except that checks for claims payment under the self-funded benefit provision of this Trust may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefit.

**Section 3.11 CHAIRMAN, VICE-CHAIR, AND SECRETARY** The Trustee shall elect from among themselves at their first meeting a Chairman, Vice-Chair and Secretary of the Trustees. The Chairman shall preside at all meetings of the Trustees and who shall be empowered to perform ministerial duties of the Trustees as the Trustees may from time to time delegate to him. The Vice-Chair will preside in the Chairman's absence. The Secretary shall keep minutes of all meetings, proceedings, and acts of the Trustees, which records shall be available at the said Principal Office for inspection by all the Trustees and interested persons during usual business hours. Such records and minutes need not be verbatim.

**Section 3.12 MEETINGS** The Trustees shall hold a regular meeting as soon as practical after being appointed and regular meetings shall be held periodically at least four (4) times each year after the first regular meeting. The Trustees shall determine the time and place of the regular meeting of the Board. Special meetings of the Trustees may be called by the Chairman. At least seven (7) days written notice designating the time and place of the annual, regular or any special meeting shall be given to the Trustees. Any meeting at which all Trustees are present shall be subject to the open meeting law established by Arizona Statute.

**Section 3.13 PROXY** Any Trustee, or any other person duly authorized in writing by an absent Trustee, may cast a vote on behalf of such absent Trustee. Any such authorization must be given for each meeting.

**Section 3.14 QUORUM** To constitute a quorum or special meeting of the Trustees, there must be present in person or by proxy at least three (3) Trustees.

**Section 3.15 VOTING** Each Trustee shall have one (1) vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

**Section 3.16 FISCAL YEAR AND AUDIT** The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of July and ending on the last day of June of the following year and similarly each and every year thereafter. Any report required by law, city, county, state or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an external annual audit and accounting of the Trust Fund by a Certified Public Accountant in accordance with good accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust. Copies of the audit

and generalized statements of the accounting and reports shall be delivered to each Trustee after each audit or at other times when necessary and a copy maintained in the City Recorder's office for a period of five (5) years.

**Section 3.17 REGULATIONS** The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligation and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefit hereunder.

**Section 3.18 BONDS** The Trustees shall procure fidelity bonds for the Trustees and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and shall meet the requirements as may be required, from time to time by applicable United States or State law. Such are to be obtained from reputable fidelity or surety company or companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other persons as described in this section, said Trustee or person shall not serve and shall resign or be terminated.

**Section 3.19 DEFENSE** The Trustees shall institute, prosecute, maintain or defend any proceeding at law or inequity concerning the Trust Fund or the assets thereof, at the sole cost and expense of the Trust Fund, and to compromise, settle, and adjust any claims and liabilities asserted against or in favor of the Trust Fund or of the Trustees; but the Trustees shall be under no duty or obligation to institute, maintain, or defend any action, suit, or other legal proceeding unless it shall have been indemnified to its satisfaction against any and all loss, cost, expense, and liability it may sustain or anticipate by reason thereof.

#### **ARTICLE IV TRUSTEE AND SUCCESSOR TRUSTEES**

**Section 4.01 TRUSTEE TERMINATION** The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal of a Trustee by a majority vote of the City Council; or for a Trustee who is an employee of the City of San Luis, the termination of such employment.

In the event of the death, resignation, or removal of an appointed Trustee, the City Council shall designate a successor to such Trustee from recommendations from the Mayor, who, upon acceptance of his/her appointments in writing, shall succeed to the legal interest of his/her predecessor. Upon the effective date of the death, resignation or removal, the Trustee shall be discharged from any further duty or responsibility under the

Trust and any and all property in his or her possession or control which belongs to the Plan or Trust shall be delivered to the Chairman (or to the Secretary, if the Chairman is resigning, removed, or deceased.)

**Section 4.02 TRUSTEE RESIGNATION** A Trustee may resign by giving sixty (60) days prior written notice to the Chairman. The Chairman may exercise discretion to waive or reduce the sixty (60) day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of the resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts the appointment prior to the stated effective date of the resignation.

**Section 4.03 SUCCESSORS** The Trustees, and their successors from time to time acting hereunder, shall have all the rights, powers and duties of the original Trustees named herein and the insurance company or companies and Contract Administrator shall be immediately notified of any successor.

**Section 4.04 SUCCESSORS' LIABILITY** No successor Trustee shall be liable or responsible for any act or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Fund or Trust prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A successor Trustee is solely responsible for his/her actions as set forth in Article III.

**Section 4.05 SUCCESSORS' TERM** The appointed successor Trustee shall complete the initial term of his predecessor.

## **ARTICLE V CONTRIBUTIONS TO THE FUND**

**Section 5.01 CONTRIBUTIONS** In order to effectuate the purpose hereof, the City and/or Employees shall contribute to the Fund an amount determined by the Trustees, to be necessary to pay for the benefits provided hereunder. The City and/or Employee contribution shall be due and payable as of the first day of the month as determined by the Trustees.

**Section 5.02 CITY CONTRIBUTIONS ARE NOT WAGES** The City contributions to paid into the Fund shall not constitute or be deemed wages due to Employees, nor shall the City contributions in any manner be liable for or subject to the debts, contracts, or liabilities of the City; neither the City, any Employee, nor any Dependent under the Plan shall have any rights, title, or interest in the Fund, except as otherwise specifically provided herein.

**Section 5.03 PAYMENTS IN LIEU OF BENEFITS** No Employee shall have any right to receive any part of his own or the City contributions paid to him in lieu of benefits.

**Section 5.04 PAYROLL DEDUCTIONS** All Employees' contributions shall be paid by payroll deductions. The City shall remit all monies obtained through payroll deductions in a lump sum to the Fund, at least once per month, or as otherwise determined by the Trustees.

**Section 5.05 PAYMENT** All contributions shall be payable to name of the Trust, and shall be paid in the manner and form determined by the Trustees.

**Section 5.06 REPORTS** The City shall make all reports required by the Trustees. The Trustees may at any time have an audit made by an independent Certified Public Accountant of the wage records of the City in connection with their contribution and/or reports.

**Section 5.07 IRREVOCABILITY OF CONTRIBUTIONS** Subject to the provisions providing for termination of this Trust Agreement in Article XII, all contributions to the Fund shall be irrevocable, and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be revocable by or payable to the City or any Employee, nor shall any of the same be used for or diverted for purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

## **ARTICLE VI PAYMENT OF BENEFITS**

**Section 6.01 METHOD OF PAYMENT** The Trustees shall arrange for the disbursement of benefits under the Employee Benefit Trust through a Contract Administrator appointed by the Trustees for any self-funded benefits or through insurance company for fully-insured benefits.

**Section 6.02 PROTECTION OF EMPLOYEES** Prior to payment to an Employee or his Dependents, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the City. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, and levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

**Section 6.03 CLAIM TO BENEFITS** No Employee, Dependent, or other beneficiary shall have any right or claim to benefits under the Employee Benefit Trust except as specified in the policy or policies or contract or contracts or self-funded benefits procured or entered into pursuant to Article II and III. Any disputes as to eligibility time, amount,

or duration of benefits shall be resolved by the appropriate insurance carrier or Contract Administrator, under and pursuant to the policy or contract; and the Employees, Dependents, or other beneficiary shall not have a right or claim in respect thereto, against the Funds, or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

**Section 6.04 FAILURE TO PAY BENEFITS** Neither the City, nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Trust. If for any reason including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an Employee or Dependent shall, in all events, be limited to the extent that sufficient self-insured funds are available to the Trustees for the payment of all such claims; and in such event, benefit payments to Employees or Dependents shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionately equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, all disputes or controversies shall be settled by the dispute provision contained in Article VII.

## **ARTICLE VII CONTROVERSIES AND DISPUTES**

**Section 7.01 DISPUTES** The Trustees shall have the power to construe, interpret and apply the provisions of this Agreement and Declaration of the Trust or any amendments, rules or regulations adopted thereto, and the terms used herein and any construction, interpretation or application adopted in good faith shall be final and binding upon the City, beneficiaries, administrators, and/or legal representatives.

**Section 7.02 BENEFITS CLAIM SETTLEMENT** The Trustees may in their sole discretion compromise or settle any disputed benefits claim or benefits claim controversy in such manner as they deem best, and any decision made by a majority of the Trustees in compromise or settlement or a disputed benefits claim or benefits claim controversy, or any compromise or settlement agreement entered into by the Trustees shall be conclusive and binding upon all parties interested in this Fund.

**Section 7.03 DISPUTE OF POWERS** In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to the City.

**ARTICLE VIII  
RESPONSIBILITY**

**Section 8.01 RESPONSIBILITY** The Trustee shall only be responsible for monies when and only after such are received in accordance herewith. The Trustees, or Successor Trustees, shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies actually received in hand by them for execution and administration of the terms of the Fund. The Trustees and Successors shall not be responsible for the action or omission of their Co-Trustees, Successors, nor for the actions or omissions of other agents, or for any of the actions or omissions of any insurance company or its agents, servants, or representatives, including, but not limited to non-payment of claims by an insurance company or insurance companies for any reason. The City shall hold harmless the Trustees or Successor Trustees from all such claims except those arising from his/her own willful misconduct, bad faith or gross negligence. (No Trustee or Successor Trustee shall be entitled to any indemnification or court costs or attorney's fees for any liability arising from his/her own willful misconduct, bad faith or gross negligence.)

**Section 8.02 OTHER PERSONS AND INTERPRETATIONS** No person who is dealing with the Trustees shall be obligated to see the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity of expediency of any act of the Trustees. Every instrument executed by the Trustees or by their direction shall be conclusive in favor of every person who in good faith relies upon it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Agreement and (c) the Trustees were duly authorized to execute the instrument or direct its execution

**ARTICLE IX  
AMENDMENTS**

**Section 9.01 AMENDMENTS** It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Agreement, and it is the intention of the Trustees, and each and every party or person to this Agreement that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted to the Trustees, by all parties to this Agreement, to amend this Agreement upon the consent and unanimous agreement of the Board of Trustees, and all parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby. Any such amendment shall be signed by the Trustees or Successor Trustee

**ARTICLE X  
NONVESTING OF RIGHTS**

**Section 10.01 RIGHTS** No Employee, Dependents, beneficiary, nor any other person or group nor their respective successors, assignees nor legal representatives shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus, (income or increments thereto) insurance dividends, cash value, if any, or insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any participating Employee who withdraws or ceases to participate in the Employee Benefit Trust does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, its corpus and assets. No Employee, nor his Dependents, beneficiary, nor any other person or group nor their respective successors, assignees nor legal representative shall have any right in or to the Trust, Fund, corpus, insurance, interest, dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this agreement and any benefits he or they may have is forever terminated and discharged upon the Employee's loss of employment with the City (quitting, discharge, or otherwise), or when this Trust Agreement is terminated, wound up, and dissolved. No benefit, right or interest is transferrable or assignable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property, or equity, of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part of portion of the Fund, shall be subject in any manner by any Employee, or person claiming through such Employee, to ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage, lien or charge of whatsoever nature or kind, and any attempt to cause the same is and shall be null and void.

**ARTICLE XI  
PROVISIONS RELATING TO INSURANCE COMPANY**

**Section 11.01** No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of this Agreement shall be deemed to be a party to this Trust Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Trust Agreement in any manner for the benefit of any insurance company or companies.

**Section 11.02** An integral part of the trust will be an aggregate stop loss and specific stop loss insurance. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Arizona.

**ARTICLE XII  
TERMINATION OF TRUST**

**Section 12.01 TERMINATION BY THE TRUSTEES** This Trust may be terminated after ninety (90) days advance written notice duly executed by all the Trustees.

**Section 12.02 TERMINATION BY THE CITY** This Trust may be terminated after ninety (90) days advance written notice duly executed by the City. If the Trust is in a deficit position, including the claims lag determined by the Trustees, the City and Employees will share in the liability of the Trust.

**Section 12.03 NOTIFICATION OF TERMINATION** Upon termination of the Trust in accordance herewith, the Trustees shall forthwith notify all Employees in writing and also all other necessary parties.

**Section 12.04 CONCLUDING THE TRUST** Notwithstanding any provisions herein concerning the duration and termination of this Trust, the Trust shall continue in existence for so long a period as may be necessary to wind up its affairs; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust.

**Section 12.05 FUNDS REMAINING** Upon termination of this Trust, any and all monies remaining in the Fund after the payment of all unpaid claims and/or insurance premiums and other expenses and obligation of the Trust, shall be paid or used for the continuance of one or more of the benefits of the character hereinabove contemplated, until such monies have been exhausted.

**Section 12.06 FINAL ACCOUNTING** As such time as the Trust is terminated, the Trustees shall render a final accounting of the affairs of the Trust and the Trust Fund to the City and all Employees, and thereafter there shall be no claim or action against the Trustees and they shall have no further responsibility or duties and they shall be discharged.

**ARTICLE XIII  
MISCELLANEOUS**

**Section 13.01 LAWSUITS** In the event any suit, action or proceeding is brought against the Trust, Trustees, one or more of the Trustees or the Fund, in connection with any matter arising out of the administration of the Trust of Fund in connection with this Trust Agreement or in connection with any action or omission of the Trustees or any one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including but not limited to a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them or one or more of them in any such suit, action or proceeding, including counsel fees and all

other costs, shall be paid from the Fund as long as the Trustees have acted in good faith and until final judgment has been rendered that the Trustees have acted in bad faith, gross negligence or willful misconduct, and in the event of such judgment, the Trust shall be entitled to recover all sums paid to or for Trustees for counsel fees and other costs. It is the intent to indemnify the Trustees against all honest mistakes in judgment and all acts of omissions that are not deliberate or willful violations of the duties of the Trustees. In addition, the trustees shall have the right to commence and prosecute such suits, actions or proceedings as seem to them, necessary and proper in order to protect the interest of the trust and Fund, and, in this connection, the Trustees shall have the same rights and reimbursements for costs concerning the prosecution of such suites as heretofore described in defending lawsuits.

**Section 13.02 WORKER'S COMPENSATION** The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation Laws.

**Section 13.03 SITUS** The City of San Luis, County of Yuma, State of Arizona shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed, made, executed and delivered in such State.

**Section 13.04 CONSTRUCTION** Wherever any words are used in the Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement and Declaration of Trust in the plural form they shall be construed as though they were also in the singular form in all situations where they would also apply.

**Section 13.05 SEVERABILITY** Should any provision or term in this Trust Agreement be deemed or held unlawful or invalid for any reason, such fact shall not adversely affect the provisions herein contained unless such illegality shall make impossible or impractical the functioning of the Trust, and in such case the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

**Section 13.06 INTERNAL REVENUE** This Trust Agreement is being entered into and the City contributions are being made upon the condition and understanding of the City that all payments made by the City to this Fund are legally deductible as a business expense of the City for tax purposes under State and Federal laws, and that the same are not taxable to the Employee for compensation. The parties hereto individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and maintain a tax-exempt status for this Trust. If any

provisions of this Trust Agreement are held to render contributions by the City into the Trust non-deductible for tax purposes, or taxable to the Employee, or to render income received by such Trust non-exempt from taxation, the necessary steps to remedy such non-deductibility or taxability shall be taken immediately.

Section 13.07 CAPTIONS It is understood and agreed that the captions headings are for convenience only and are not and shall not be a part of this Trust Agreement and in no manner whatsoever define, limit or expand any of the items, obligations or conditions hereof.

**ACCEPTANCE**

The undersigned Trustees hereby accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provision thereof.

**BOARD OF TRUSTEES**

<u>Urania H. Lopez</u>	<u>3/14/2012</u>
Trustee	Date
<u>José Duhaime</u>	<u>3/14/12</u>
Trustee	Date
<u>Andrés</u>	<u>3/14/12</u>
Trustee	Date
<u>Ursula</u>	<u>3/14/12</u>
Trustee	Date
<u>[Signature]</u>	<u>3/14/12</u>
Trustee	Date

**ACCEPTANCE**

The undersigned City hereby accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provisions thereof.

**CITY OF SAN LUIS**

<u>Juan Escamilla</u>	<u>3/15/12</u>
Mayor	Date

**AMENDMENT  
OF  
AGREEMENT AND DECLARATION OF TRUST  
FOR  
CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST**

Article III, Section 3.04 shall be amended and read as follows:

**Section 3.04 TRUSTEES' TERM**

**(A) Initial Terms.** The initial terms for the first five (5) Trustees shall be as follows:

- one (1) Trustee to serve an initial term of one (1) year,
- two (2) Trustees to serve an initial term of two (2) years, and
- two (2) Trustees to serve an initial term of three (3) years.

The Trustees shall determine among themselves which of the first five (5) Trustees shall serve the one year, two year and three years terms. This shall result in the Trustees rotating appointment every two (2) to three (3) years.


**(B) Duration of Terms after Initial Term.** After the initial term, each Trustee shall serve for five (5) years.

**(C) Appointment.** A Trustee may be appointed for no more than three (3) consecutive terms.


**ACCEPTANCE**

The undersigned Trustees hereby accept and agree to be bound by the foregoing the Amendment to the Agreement and Declaration of Trust:

 3/13/19  
\_\_\_\_\_  
Gerardo Sanchez, Trustee and Trust Chair Date

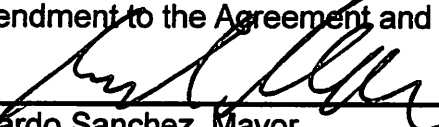
 3/21/19  
\_\_\_\_\_  
Emma Torres, Trustee and Trust Vice Chair Date


 3/13/19  
\_\_\_\_\_  
Maria Sabori, Trustee and Trust Secretary Date

 3/13/19  
\_\_\_\_\_  
Maria Gonzalez, Trustee Date

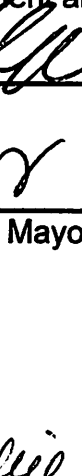
**ACCEPTANCE**

The undersigned City hereby accept and agree to be bound by the foregoing Amendment to the Agreement and Declaration of Trust:


  
\_\_\_\_\_  
Gerardo Sanchez, Mayor Date

  
\_\_\_\_\_  
Maria Cecilia Ramos, Vice Mayor 3/12/19  
Date

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**AGREEMENT AND DECLARATION OF TRUST  
FOR CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST**

THIS AGREEMENT AND DECLARATION OF TRUST was made and entered into this first day of September 2011, between CITY OF SAN LUIS, a municipal corporation hereinafter referred to as the "City" and certain persons hereinafter referred to as the "Trustees" to administer the Trust in accordance with the terms and provisions of this instrument.

**WITNESSETH:**

WHEREAS, A.R.S. § 11-981 authorizes the City of San Luis to establish a self-funded insurance program for health benefits for its Employees.

WHEREAS, A.R.S. § 11-981 requires the establishment of a health benefits trust for the purposes of management and administration of this program; and

WHEREAS, A.R.S. § 11-981 also requires the establishment of the health benefits trust board to administer the health benefits trust.

WHEREAS, CITY OF SAN LUIS, hereinafter designated and referred to as "City", and certain employees of said City hereinafter designated and referred to as "Employees", desire to enter into a program of providing and maintaining health and welfare benefits for Employees of the City and certain members of their families, hereinafter designated and referred to as "Dependents", which program is to be administered by the Trustees; and

WHEREAS, to effect the aforesaid purpose it is mutually desirable by and between the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, the Trustees and City which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the parties hereto, be deemed a party to this Agreement and Declaration of Trust.

Now THEREFORE, in consideration of the promises, covenants, agreements, terms, obligation and duties herein set forth, it is understood and agreed as follows:

**ARTICLE 1  
DEFINITIONS**

It is mutually understood and agreed by and between the parties hereto that the following are and shall be the definitions:

Section 1.01 The term "Employee Benefit Trust" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement and Declaration of Trust.

**Section 1.02** The term "Employee" shall mean all persons who have met the eligibility requirements as defined in the written instrument for the Employee Benefit Trust and who have properly enrolled for and made appropriate contributions for coverage under said Trust, and who are not eligible for benefits under any other health program to which the City makes contributions.

**Section 1.03** The term "Dependent" shall mean all persons who have met the eligibility requirements for being a dependent of the Employee as defined in the written instrument for the Employee Benefit Trust and who have been properly enrolled for and made appropriate contributions for coverage under the Employee Benefit Trust, and who are not eligible for benefit under any other health program which the City makes contributions.

**Section 1.04** The phrase "Trust Agreement" shall mean and refer to this Agreement and Declaration of Trust and any modification or amendments thereto.

**Section 1.05** The term "Fund" as used shall mean the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts, or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes, and Trust set forth therein, and those things of value which compromise the corpus and additions to the Fund.

**Section 1.06** The term "Trustees" as used herein shall mean the Trustees and their successors provided for in the Trust Agreement.

**Section 1.07** The name of the Trust is and shall be City of San Luis Employee Benefit Trust.

**Section 1.08** The phrase "City Contributions" does and shall mean the contributions made by the City of San Luis to the Fund for the Employee Benefit Trust.

**Section 1.09** The phrase "Employee Contribution" does and shall mean the contributions made by the Employees of the City of San Luis to said Fund.

**Section 1.10** The term "City" does and shall mean the City of San Luis, a municipal corporation organized and existing under the laws of the State of Arizona.

**Section 1.11** The phrase "Plan Document" does and shall mean the written instrument containing the provisions for self-funded health and welfare benefits of the Employee Benefit Trust.

**Section 1.12** The phrase "Contract Administrator" does and shall mean the person or firm employed by the Trustees who is responsible for the processing of claims and

payment of benefits, administration, accounting, reporting and other services contracted for by the Trustees.

**ARTICLE II  
PURPOSE OF TRUST AND APPLICATION OF THE FUND**

Section 2.01 FUND There is hereby declared and created the City of San Luis Employee Benefit Trust: To establish a Trust Fund to provide benefits for, but not limited or restricted to Life, Accidental Death and Dismemberment, Basic or Major Medical coverage's for accidents or sickness, Dental; and any other benefits as determined by the Trustees for the Employees and their Dependents; whether through self-funded or insured programs or both.

Section 2.02 PRINCIPAL OFFICE The Trust shall have its principal office in the City of San Luis, County of Yuma, state of Arizona and hereinafter designated and referred to as Principal Office.

**ARTICLE III  
POWERS AND DUTUES OF TRUSTEES**

Section 3.01 APPOINTMENTS OF TRUSTEES The Employee Benefit Trust shall be administered by the Trustees. The Mayor shall nominate individuals to serve as Trustees overseeing the management and administration of the Trust. The City Council shall consider and may appoint any individual so recommended, provided that the appointed Trustees conform to the requirements of Section 3.02.

Section 3.02 NUMBER AND IDENTITY The Trustees shall consist of five (5) persons, consisting of no more than one (1) member of the City Council and no more than (1) Employee of the City.

Section 3.03 ACCEPTANCE Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee hereby accept the Trust and Trusteeship and declares they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. The Trustees shall faithfully keep and hold any and all monies they receive as Trustees for the purpose of the Trust and keep adequate and proper records thereof.

Section 3.04 TRUSTEES' TERM Each Trustee shall serve a five-year term. A Trustee may be reappointed of no more than ~~one~~ additional consecutive term. Notwithstanding the foregoing, the initial terms for the first five (5) Trustees shall be as follows: one (1) Trustee to serve an initial term of one (1) year; two (2) Trustees to serve an initial term of two (2) years; and two (2) Trustees to serve an initial term of three (3) years. The Trustees shall determine among themselves which of the first five (5) Trustees shall serve the one year, two year, and three year terms. This shall result in Trustees rotating appointments every two (2) to three (3) years.

Amended  
to  
3 consecutive  
terms

Section 3.05 EXECUTIVE ADVISORS The Board of Trustees shall include as Executive Advisors, the City's Finance Director, or their designee, and the City's Human Resource Director, or their designee, and the City Manager, or their designee. Such Executive Advisors shall attend all meetings of the Board of Trustees.

Section 3.06 DUTIES The Trustees shall hold, manage, care for and keep the Fund and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an external annual audit, accounting and reports as hereinafter mentioned. The Trustees shall employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and to lease premises and equipment as may be necessary or desirable in administering the Fund and carrying out its purposes and the fees, salaries, wages emoluments or compensation of any and all such persons shall be paid from the Fund. When acting upon the advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts done or not done. The Trustees may incur any expenses for supplies, rental of space or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement. The Trustees shall have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of accomplishments of the objects and purposes of the Fund and this Trust and Trust Agreement.

In addition, the Trustees shall establish terms and conditions for the Employee Benefit Trust including, but not limited to:

- A. Establish terms and conditions of coverage including exclusions of coverage;
- B. Establish provisions for eligibility requirements to enroll for coverage;
- C. Ensure that all claims are processed promptly;
- D. Administer the Trust Fund pursuant to this Agreement;
- E. Designate a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2, Articles 3 or 9 of the Arizona Revised Statutes, and such license shall be verified by the Board of Trustees at time of the designation;
- F. Provide financial oversight of the Trust Fund by evaluating claim expenses and reserve amounts;
- G. Review the Trust Fund quarterly to insure sufficient funds exist to pay outstanding and future benefits, to pay for losses or claims or any combination of insurance and direct payment, and to pay for risk management consultation;
- H. Make recommendations to the City Manager on financial issues relating to the self-insured programs;
- I. Comply with all requirements of State and Federal laws relating to self-insurance programs;
- J. Take all necessary precautions to safeguard the assets of the Trust;
- K. Maintain minutes of its meetings.

**Section 3.07 TRUSTEES' AUTHORITY** The Trustees shall have the power to enter in contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desirable schedule of benefits. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of direct or self-funding by the Trust and/or by the procurement of group insurance contracts (permissible under the laws of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees, the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of direct or self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

Should the Trustees select or provide for any policy or any program of self-funding, no claims for benefits or no claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claim representatives, actuaries, or other officials charged with the administration of such a program of self-funding. In the event that submitted claims of Employees and/or Dependents exceed the funds available, the claims shall be paid in the order received.

**Section 3.08 DEPOSITS AND INVESTMENTS** All corpus or portions of the Fund not expended under Article III may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust, shall be invested by the Trustees in reasonable secure, reasonable liquid investments.

The Fund may accumulate dividends or experience rating refunds or other monies, if any accruing from any insurance policy or policies deposits or investments. Such dividends, refunds or other monies or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums, or held, used or applied as herein set forth.

**Section 3.09 COMPENSATION** The Trustees shall receive no compensation for their services except for reimbursement of actual reasonable expenses incurred.

**Section 3.10 WITHDRAWALS** All checks, drafts, vouchers or other withdrawals from the Fund or depositories and the transfer or liquidating of insurance policies or

investments shall first be authorized by the Trustees and then signed by appropriate signatories as determined by the Trust, except that checks for claims payment under the self-funded benefit provision of this Trust may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefit.

Section 3.11 CHAIRMAN, VICE-CHAIR, AND SECRETARY The Trustee shall elect from among themselves at their first meeting a Chairman, Vice-Chair and Secretary of the Trustees. The Chairman shall preside at all meetings of the Trustees and who shall be empowered to perform ministerial duties of the Trustees as the Trustees may from time to time delegate to him. The Vice-Chair will preside in the Chairman's absence. The Secretary shall keep minutes of all meetings, proceedings, and acts of the Trustees, which records shall be available at the said Principal Office for inspection by all the Trustees and interested persons during usual business hours. Such records and minutes need not be verbatim.

Section 3.12 MEETINGS The Trustees shall hold a regular meeting as soon as practical after being appointed and regular meetings shall be held periodically at least four (4) times each year after the first regular meeting. The Trustees shall determine the time and place of the regular meeting of the Board. Special meetings of the Trustees may be called by the Chairman. At least seven (7) days written notice designating the time and place of the annual, regular or any special meeting shall be given to the Trustees. Any meeting at which all Trustees are present shall be subject to the open meeting law established by Arizona Statute.

Section 3.13 PROXY Any Trustee, or any other person duly authorized in writing by an absent Trustee, may cast a vote on behalf of such absent Trustee. Any such authorization must be given for each meeting.

Section 3.14 QUORUM To constitute a quorum or special meeting of the Trustees, there must be present in person or by proxy at least three (3) Trustees.

Section 3.15 VOTING Each Trustee shall have one (1) vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

Section 3.16 FISCAL YEAR AND AUDIT The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of July and ending on the last day of June of the following year and similarly each and every year thereafter. Any report required by law, city, county, state or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an external annual audit and accounting of the Trust Fund by a Certified Public Accountant in accordance with good accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust. Copies of the audit

and generalized statements of the accounting and reports shall be delivered to each Trustee after each audit or at other times when necessary and a copy maintained in the City Recorder's office for a period of five (5) years.

**Section 3.17 REGULATIONS** The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligation and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefit hereunder.

**Section 3.18 BONDS** The Trustees shall procure fidelity bonds for the Trustees and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and shall meet the requirements as may be required, from time to time by applicable United States or State law. Such are to be obtained from reputable fidelity or surety company or companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other persons as described in this section, said Trustee or person shall not serve and shall resign or be terminated.

**Section 3.19 DEFENSE** The Trustees shall institute, prosecute, maintain or defend any proceeding at law or inequity concerning the Trust Fund or the assets thereof, at the sole cost and expense of the Trust Fund, and to compromise, settle, and adjust any claims and liabilities asserted against or in favor of the Trust Fund or of the Trustees; but the Trustees shall be under no duty or obligation to institute, maintain, or defend any action, suit, or other legal proceeding unless it shall have been indemnified to its satisfaction against any and all loss, cost, expense, and liability it may sustain or anticipate by reason thereof.

#### **ARTICLE IV TRUSTEE AND SUCCESSOR TRUSTEES**

**Section 4.01 TRUSTEE TERMINATION** The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal of a Trustee by a majority vote of the City Council; or for a Trustee who is an employee of the City of San Luis, the termination of such employment.

In the event of the death, resignation, or removal of an appointed Trustee, the City Council shall designate a successor to such Trustee from recommendations from the Mayor, who, upon acceptance of his/her appointments in writing, shall succeed to the legal interest of his/her predecessor. Upon the effective date of the death, resignation or removal, the Trustee shall be discharged from any further duty or responsibility under the

Trust and any and all property in his or her possession or control which belongs to the Plan or Trust shall be delivered to the Chairman (or to the Secretary, if the Chairman is resigning, removed, or deceased.)

**Section 4.02 TRUSTEE RESIGNATION** A Trustee may resign by giving sixty (60) days prior written notice to the Chairman. The Chairman may exercise discretion to waive or reduce the sixty (60) day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of the resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts the appointment prior to the stated effective date of the resignation.

**Section 4.03 SUCCESSORS** The Trustees, and their successors from time to time acting hereunder, shall have all the rights, powers and duties of the original Trustees named herein and the insurance company or companies and Contract Administrator shall be immediately notified of any successor.

**Section 4.04 SUCCESSORS' LIABILITY** No successor Trustee shall be liable or responsible for any act or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Fund or Trust prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A successor Trustee is solely responsible for his/her actions as set forth in Article III.

**Section 4.05 SUCCESSORS' TERM** The appointed successor Trustee shall complete the initial term of his predecessor.

## **ARTICLE V CONTRIBUTIONS TO THE FUND**

**Section 5.01 CONTRIBUTIONS** In order to effectuate the purpose hereof, the City and/or Employees shall contribute to the Fund an amount determined by the Trustees, to be necessary to pay for the benefits provided hereunder. The City and/or Employee contribution shall be due and payable as of the first day of the month as determined by the Trustees.

**Section 5.02 CITY CONTRIBUTIONS ARE NOT WAGES** The City contributions to paid into the Fund shall not constitute or be deemed wages due to Employees, nor shall the City contributions in any manner be liable for or subject to the debts, contracts, or liabilities of the City; neither the City, any Employee, nor any Dependent under the Plan shall have any rights, title, or interest in the Fund, except as otherwise specifically provided herein.

**Section 5.03 PAYMENTS IN LIEU OF BENEFITS** No Employee shall have any right to receive any part of his own or the City contributions paid to him in lieu of benefits.

**Section 5.04 PAYROLL DEDUCTIONS** All Employees' contributions shall be paid by payroll deductions. The City shall remit all monies obtained through payroll deductions in a lump sum to the Fund, at least once per month, or as otherwise determined by the Trustees.

**Section 5.05 PAYMENT** All contributions shall be payable to name of the Trust, and shall be paid in the manner and form determined by the Trustees.

**Section 5.06 REPORTS** The City shall make all reports required by the Trustees. The Trustees may at any time have an audit made by an independent Certified Public Accountant of the wage records of the City in connection with their contribution and/or reports.

**Section 5.07 IRREVOCABILITY OF CONTRIBUTIONS** Subject to the provisions providing for termination of this Trust Agreement in Article XII, all contributions to the Fund shall be irrevocable, and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be revocable by or payable to the City or any Employee, nor shall any of the same be used for or diverted for purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

## **ARTICLE VI PAYMENT OF BENEFITS**

**Section 6.01 METHOD OF PAYMENT** The Trustees shall arrange for the disbursement of benefits under the Employee Benefit Trust through a Contract Administrator appointed by the Trustees for any self-funded benefits or through insurance company for fully-insured benefits.

**Section 6.02 PROTECTION OF EMPLOYEES** Prior to payment to an Employee or his Dependents, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the City. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, and levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

**Section 6.03 CLAIM TO BENEFITS** No Employee, Dependent, or other beneficiary shall have any right or claim to benefits under the Employee Benefit Trust except as specified in the policy or policies or contract or contracts or self-funded benefits procured or entered into pursuant to Article II and III. Any disputes as to eligibility time, amount,

or duration of benefits shall be resolved by the appropriate insurance carrier or Contract Administrator, under and pursuant to the policy or contract; and the Employees, Dependents, or other beneficiary shall not have a right or claim in respect thereto, against the Funds, or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

**Section 6.04 FAILURE TO PAY BENEFITS** Neither the City, nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Trust. If for any reason including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an Employee or Dependent shall, in all events, be limited to the extent that sufficient self-insured funds are available to the Trustees for the payment of all such claims; and in such event, benefit payments to Employees or Dependents shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionately equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, all disputes or controversies shall be settled by the dispute provision contained in Article VII.

## **ARTICLE VII CONTROVERSIES AND DISPUTES**

**Section 7.01 DISPUTES** The Trustees shall have the power to construe, interpret and apply the provisions of this Agreement and Declaration of the Trust or any amendments, rules or regulations adopted thereto, and the terms used herein and any construction, interpretation or application adopted in good faith shall be final and binding upon the City, beneficiaries, administrators, and/or legal representatives.

**Section 7.02 BENEFITS CLAIM SETTLEMENT** The Trustees may in their sole discretion compromise or settle any disputed benefits claim or benefits claim controversy in such manner as they deem best, and any decision made by a majority of the Trustees in compromise or settlement or a disputed benefits claim or benefits claim controversy, or any compromise or settlement agreement entered into by the Trustees shall be conclusive and binding upon all parties interested in this Fund.

**Section 7.03 DISPUTE OF POWERS** In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to the City.

**ARTICLE VIII  
RESPONSIBILITY**

Section 8.01 RESPONSIBILITY The Trustee shall only be responsible for monies when and only after such are received in accordance herewith. The Trustees, or Successor Trustees, shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies actually received in hand by them for execution and administration of the terms of the Fund. The Trustees and Successors shall not be responsible for the action or omission of their Co-Trustees, Successors, nor for the actions or omissions of other agents, or for any of the actions or omissions of any insurance company or its agents, servants, or representatives, including, but not limited to non-payment of claims by an insurance company or insurance companies for any reason. The City shall hold harmless the Trustees or Successor Trustees from all such claims except those arising from his/her own willful misconduct, bad faith or gross negligence. (No Trustee or Successor Trustee shall be entitled to any indemnification or court costs or attorney's fees for any liability arising from his/her own willful misconduct, bad faith or gross negligence.)

Section 8.02 OTHER PERSONS AND INTERPRETATIONS No person who is dealing with the Trustees shall be obligated to see the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity of expediency of any act of the Trustees. Every instrument executed by the Trustees or by their direction shall be conclusive in favor of every person who in good faith relies upon it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Agreement and (c) the Trustees were duly authorized to execute the instrument or direct its execution

**ARTICLE IX  
AMENDMENTS**

Section 9.01 AMENDMENTS It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Agreement, and it is the intention of the Trustees, and each and every party or person to this Agreement that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted to the Trustees, by all parties to this Agreement, to amend this Agreement upon the consent and unanimous agreement of the Board of Trustees, and all parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby. Any such amendment shall be signed by the Trustees or Successor Trustee

**ARTICLE X  
NONVESTING OF RIGHTS**

**Section 10.01 RIGHTS** No Employee, Dependents, beneficiary, nor any other person or group nor their respective successors, assignees nor legal representatives shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus, (income or increments thereto) insurance dividends, cash value, if any, or insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any participating Employee who withdraws or ceases to participate in the Employee Benefit Trust does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, its corpus and assets. No Employee, nor his Dependents, beneficiary, nor any other person or group nor their respective successors, assignees nor legal representative shall have any right in or to the Trust, Fund, corpus, insurance, interest, dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this agreement and any benefits he or they may have is forever terminated and discharged upon the Employee's loss of employment with the City (quitting, discharge, or otherwise), or when this Trust Agreement is terminated, wound up, and dissolved. No benefit, right or interest is transferrable or assignable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property, or equity, of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part of portion of the Fund, shall be subject in any manner by any Employee, or person claiming through such Employee, to ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage, lien or charge of whatsoever nature or kind, and any attempt to cause the same is and shall be null and void.

**ARTICLE XI  
PROVISIONS RELATING TO INSURANCE COMPANY**

**Section 11.01** No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of this Agreement shall be deemed to be a party to this Trust Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Trust Agreement in any manner for the benefit of any insurance company or companies.

**Section 11.02** An integral part of the trust will be an aggregate stop loss and specific stop loss insurance. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Arizona.

**ARTICLE XII  
TERMINATION OF TRUST**

**Section 12.01 TERMINATION BY THE TRUSTEES** This Trust may be terminated after ninety (90) days advance written notice duly executed by all the Trustees.

**Section 12.02 TERMINATION BY THE CITY** This Trust may be terminated after ninety (90) days advance written notice duly executed by the City. If the Trust is in a deficit position, including the claims lag determined by the Trustees, the City and Employees will share in the liability of the Trust.

**Section 12.03 NOTIFICATION OF TERMINATION** Upon termination of the Trust in accordance herewith, the Trustees shall forthwith notify all Employees in writing and also all other necessary parties.

**Section 12.04 CONCLUDING THE TRUST** Notwithstanding any provisions herein concerning the duration and termination of this Trust, the Trust shall continue in existence for so long a period as may be necessary to wind up its affairs; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust.

**Section 12.05 FUNDS REMAINING** Upon termination of this Trust, any and all monies remaining in the Fund after the payment of all unpaid claims and/or insurance premiums and other expenses and obligation of the Trust, shall be paid or used for the continuance of one or more of the benefits of the character hereinabove contemplated, until such monies have been exhausted.

**Section 12.06 FINAL ACCOUNTING** As such time as the Trust is terminated, the Trustees shall render a final accounting of the affairs of the Trust and the Trust Fund to the City and all Employees, and thereafter there shall be no claim or action against the Trustees and they shall have not further responsibility or duties and they shall be discharged.

**ARTICLE XIII  
MISCELLANEOUS**

**Section 13.01 LAWSUITS** In the event any suit, action or proceeding is brought against the Trust, Trustees, one or more of the Trustees or the Fund, in connection with any matter arising out of the administration of the Trust of Fund in connection with this Trust Agreement or in connection with any action or omission of the Trustees or any one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including but not limited to a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them or one or more of them in any such suit, action or proceeding, including counsel fees and all

other costs, shall be paid from the Fund as long as the Trustees have acted in good faith and until final judgment has been rendered that the Trustees have acted in bad faith, gross negligence or willful misconduct, and in the event of such judgment, the Trust shall be entitled to recover all sums paid to or for Trustees for counsel fees and other costs. It is the intent to indemnify the Trustees against all honest mistakes in judgment and all acts of omissions that are not deliberate or willful violations of the duties of the Trustees. In addition, the trustees shall have the right to commence and prosecute such suits, actions or proceedings as seem to them, necessary and proper in order to protect the interest of the trust and Fund, and, in this connection, the Trustees shall have the same rights and reimbursements for costs concerning the prosecution of such suites as heretofore described in defending lawsuits.

**Section 13.02 WORKER'S COMPENSATION** The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation Laws.

**Section 13.03 SITUS** The City of San Luis, County of Yuma, State of Arizona shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed, made, executed and delivered in such State.

**Section 13.04 CONSTRUCTION** Wherever any words are used in the Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement and Declaration of Trust in the plural form they shall be construed as though they were also in the singular form in all situations where they would also apply.

**Section 13.05 SEVERABILITY** Should any provision or term in this Trust Agreement be deemed or held unlawful or invalid for any reason, such fact shall not adversely affect the provisions herein contained unless such illegality shall make impossible or impractical the functioning of the Trust, and in such case the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

**Section 13.06 INTERNAL REVENUE** This Trust Agreement is being entered into and the City contributions are being made upon the condition and understanding of the City that all payments made by the City to this Fund are legally deductible as a business expense of the City for tax purposes under State and Federal laws, and that the same are not taxable to the Employee for compensation. The parties hereto individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and maintain a tax-exempt status for this Trust. If any

provisions of this Trust Agreement are held to render contributions by the City into the Trust non-deductible for tax purposes, or taxable to the Employee, or to render income received by such Trust non-exempt from taxation, the necessary steps to remedy such non-deductibility or taxability shall be taken immediately.

Section 13.07 CAPTIONS It is understood and agreed that the captions headings are for convenience only and are not and shall not be a part of this Trust Agreement and in no manner whatsoever define, limit or expand any of the items, obligations or conditions hereof.

**ACCEPTANCE**

The undersigned Trustees hereby accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provision thereof.

**BOARD OF TRUSTEES**

<u>Victoria H. Lopez</u>	<u>3/14/2012</u>
Trustee	Date
<u>José A. Alvarez</u>	<u>3/14/12</u>
Trustee	Date
<u>[Signature]</u>	<u>3/14/12</u>
Trustee	Date
<u>Umsabani</u>	<u>3/14/12</u>
Trustee	Date
<u>[Signature]</u>	<u>3/14/12</u>
Trustee	Date

**ACCEPTANCE**

The undersigned City hereby accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provisions thereof.

**CITY OF SAN LUIS**

<u>Juan Escamilla</u>	<u>3/15/12</u>
Mayor	Date



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. D.

**Meeting Date:** 02/07/2024

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

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

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2302. A Resolution of the City of San Luis, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal year 2022- 2023 expenditure limitation report to the Arizona Auditor General. **(Jenny Torres, Acting City Manager)**

### SUMMARY:

A.R.S. § 41-1279.07(E) (attached) requires the city to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (C.F.O.) the City Council has designated to officially submit the current year's annual expenditure limitation report (AELR) on the City Council's behalf. The City Council must use the resolution format provided by the Arizona Auditor General (attached) to document the City Council's annual C.F.O. designation. The City Council is not to delegate the responsibility of designating the C.F.O.

The City Council must present and act upon the resolution annually at a Council meeting. The C.F.O. must submit the signed resolution to Arizona Auditor General's Office and an electronic C.F.O. designation form.

This same form is used to update the Arizona Auditor General in a change of C.F.O.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2302 DESIGNATING ROULA JOUANNE DE ENCINAS AS THE C.F.O. TO SUBMIT THE ANNUAL EXPENDITURE REPORT TO THE AUDITOR GENERAL AS PRESENTED.**

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

There is no purchase and no discernable fiscal impact associated with this item. The action is to designate the CFO for reporting to the Arizona Auditor General, there is no purchase or revenue implicated in the action.

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**Attachments**

Resolution No. 2302

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# *Resolution*

NO. 2302

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2023 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.**

## **RECITALS:**

**WHEREAS**, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

**WHEREAS**, the City of San Luis Mayor and Council desires to designate Roula Jouanne de Encinas, as the City's Chief Fiscal Officer; and

**WHEREAS**, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

## **ENACTMENTS:**

**NOW THEREFORE BE IT RESOLVED** BY THE CITY OF SAN LUIS MAYOR AND COUNCIL as follows:

**Section 1.** The recitals above are hereby incorporated as if fully set forth herein.

**Section 2.** **Roula Jouanne de Encinas** is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2023 AELR to the Arizona Auditor General on the governing body's behalf.

**PASSED and ADOPTED** by the City of San Luis, Arizona Mayor and Council, this 7<sup>th</sup> day of February 2024.

\_\_\_\_\_  
**Nieves Riedel, Mayor**

**ATTEST:**

**REVIEWED BY:**

\_\_\_\_\_  
**Sonia Cornelio, City Clerk**

\_\_\_\_\_  
**Jenny Torres, Acting City Manager**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kay Marion Macuil, City Attorney**

Arizona Revised Statutes Annotated  
Title 41. State Government (Refs & Annos)  
Chapter 7. Legislature (Refs & Annos)  
Article 10.1. Joint Legislative Audit Committee and Auditor General (Refs & Annos)

A.R.S. § 41-1279.07

§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; attorney general investigation; violation; classification

Effective: October 30, 2023

Currentness

A. The auditor general shall prescribe a uniform expenditure reporting system for all political subdivisions subject to the constitutional expenditure limitations prescribed by [article IX, sections 20 and 21, Constitution of Arizona](#). The system shall include:

1. For counties:

(a) An annual expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.

(ii) Total expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by [article IX, section 20, Constitution of Arizona](#), by fund, for the reporting fiscal year.

(iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Annual financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures stated within the expenditure limitation report.

2. For community college districts:

(a) An annual budgeted expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.

(ii) Total budgeted expenditures for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by [article IX, section 21, Constitution of Arizona](#), for the reporting fiscal year.

(iv) Total amounts of budgeted expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Annual financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

3. For cities and towns:

(a) An annual expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission and, if applicable, the voter approved alternative expenditure limitation.

(ii) Total expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by [article IX, section 20, Constitution of Arizona](#), by fund, for the reporting fiscal year or, if applicable, the total exclusions from the voter approved alternative expenditure limitation.

(iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

**B.** The auditor general shall provide detailed instructions for completion and submission of the reports described in subsection A of this section. The auditor general shall prescribe definitions for terms used in and the form of the reports described in subsection A of this section. The reports described in subsection A of this section are required of counties and community college districts beginning with fiscal year 1981-1982. The reports described in subsection A of this section are required of cities and towns beginning with the fiscal year the political subdivision is subject to the expenditure limitation. The annual reporting requirements also apply to political subdivisions subject to an alternative expenditure limitation enacted pursuant to [article IX, section 20, subsection \(9\), Constitution of Arizona](#).

**C.** The reports described in subsection A of this section must be filed with the auditor general within nine months after the close of each fiscal year.

**D.** The auditor general or a certified public accountant performing the annual audit required pursuant to §§ [41-1279.21](#) and [9-481](#) shall attest to the expenditure limitation reports and financial statements for counties, community college districts and cities. The certified public accountant performing the annual or biennial audit required pursuant to § [9-481](#) shall attest to the expenditure limitation reports and financial statements for towns.

**E.** The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.

**F.** The auditor general shall prescribe forms for the uniform reporting system and may provide assistance to individuals, certified public accountants or public accountants responsible for attesting to the expenditure limitation reports and financial statements.

**G.** Each political subdivision, subject to the expenditure limitations prescribed by [article IX, sections 20 and 21, Constitution of Arizona](#), shall comply with the uniform expenditure reporting system, instructions and forms prescribed by the auditor general. The auditor general may notify the committee and the attorney general if any political subdivision does not comply with the uniform expenditure reporting system, instructions or forms prescribed by the auditor general. The attorney general may file a petition for special action in any court of competent jurisdiction to compel any political subdivision to comply with this section. The attorney general may apply for injunctive relief in any court of competent jurisdiction to enjoin any political subdivision from violating this section. Injunctive and special action proceedings are in addition to all other penalties and other remedies prescribed by law.

**H.** A chief fiscal officer, designated pursuant to subsection E of this section, who subsequent to July 1, 1983 refuses to file the reports required by this section within the prescribed time periods or who intentionally files erroneous reports is guilty of a class 1 misdemeanor. A city or town exceeding the expenditure limitation prescribed or authorized pursuant to [article IX, section 20, Constitution of Arizona](#), for any fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection I of this section of its allocations of the state income tax, distributed pursuant to § [43-206](#), withheld and redistributed to other cities and towns in the same manner as determined pursuant to that section, except that the population of the city or town exceeding the expenditure limitation shall not be included in the computation, and the city or

town exceeding the expenditure limitation shall not be entitled to share in the redistribution. A community college district exceeding the expenditure limitation prescribed pursuant to [article IX, section 21, Constitution of Arizona](#), for any fiscal year, without authorization pursuant to such section or [§ 15-1471](#), shall have the amount specified in subsection I of this section of its allocations of state aid, distributed pursuant to [§ 15-1466](#), withheld.

**I.** The auditor general shall hold a hearing to determine if any political subdivision has exceeded the expenditure limitations prescribed pursuant to [article IX, sections 20 and 21, Constitution of Arizona](#). If a county has exceeded the expenditure limitations prescribed pursuant to [article IX, section 20, Constitution of Arizona](#), without authorization pursuant to that section, the auditor general shall notify the board of supervisors of the county to reduce the allowable levy of primary property taxes of the county pursuant to [§ 42-17051, subsection C](#). If any political subdivision other than a county has exceeded the expenditure limitations prescribed pursuant to [article IX, sections 20 and 21, Constitution of Arizona](#), without authorization, the auditor general shall notify the state treasurer to withhold a portion of the political subdivision's allocations of the revenues described in subsection H of this section for the fiscal year subsequent to the auditor general's hearing as follows:

1. If the excess expenditures are less than five percent of the limitation, an amount equal to the excess expenditures.
2. If the excess expenditures are equal to or greater than five percent but less than ten percent of the limitation, or are less than five percent of the limitation but it is at least the second consecutive instance of excess expenditures, an amount equal to triple the excess expenditures.
3. If the excess expenditures are equal to or greater than ten percent of the limitation, an amount equal to five times the excess expenditures or one-third of the allocation of the revenues described in subsection H of this section, whichever is less.

**J.** A county, city or town is not deemed to have exceeded the expenditure limitation if the county, city or town makes expenditures for capital improvements from utility revenues pursuant to title 9, chapter 5, article 3<sup>1</sup> or from excise taxes levied by the county, city or town for a specific purpose and the county, city or town repays the expenditure from the proceeds of bonds or other lawful long-term obligations before the hearing required by subsection I of this section.

#### **Credits**

Added by Laws 1981, Ch. 317, § 11. Amended by Laws 1982, Ch. 264, § 2, eff. April 27, 1982; Laws 1985, Ch. 298, § 9, eff. Aug. 7, 1985; Laws 1985, Ch. 366, § 2, eff. July 1, 1986; Laws 1986, Ch. 112, § 1; Laws 1986, Ch. 322, § 4; Laws 1987, Ch. 357, § 13; Laws 1998, Ch. 1, § 120, eff. Jan. 1, 1999; Laws 2010, Ch. 69, § 1; Laws 2015, Ch. 268, § 4; Laws 2015, Ch. 323, § 4; Laws 2018, Ch. 268, § 26; Laws 2019, Ch. 209, § 1; Laws 2023, Ch. 40, § 7.

#### **Footnotes**

<sup>1</sup> Section 9-521 et seq.

**§ 41-1279.07. Uniform expenditure reporting system; reports by..., AZ ST § 41-1279.07**

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A. R. S. § 41-1279.07, AZ ST § 41-1279.07

Current through legislation of the First Regular Session of the Fifty-Sixth Legislature (2023).

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Notes Of Decisions

**Failure to submit reports, generally**

Governing board of a county, community college, or school district which fails to submit auditor's reports or which submits unreliable reports has not satisfied the requirements of this section relating to the uniform expenditure reporting system and statute relating to reports and audits. Op.Atty.Gen. No. I84-153, 1984 WL 61352 .

**Hearings**

A city or town's lack of substantial compliance with the mandated requirements for adoption of an alternative expenditure limitation would authorize the Auditor General to disregard the improperly adopted alternative expenditure limitation and to invoke the hearing procedure of this section to determine whether the city or town had exceeded the prescribed constitutional expenditure limitations in the absence of any alternative expenditure limitation. Op.Atty.Gen. No. I88-108, 1988 WL 249691 .

Where governing board of a county, community college, or school district fails to submit auditor's reports or submits unreliable reports, auditor general may hold a hearing to determine whether the political subdivision has exceeded its expenditure limitations as a prerequisite to withholding allocation of tax proceeds. Op.Atty.Gen. No. I84-153, 1984 WL 61352 .

Auditor general's power to hold a hearing to determine whether a political subdivision has exceeded its expenditure limitations is independent of the requirement that a subdivision file an annual expenditure limitation report, and, therefore, auditor general may hold a hearing to determine whether a county, community college district, city, or town has exceeded its expenditure limitations even if the political subdivision has refused to file an annual financial report or an annual expenditure limitation report. Op.Atty.Gen. No. I84-072, 1984 WL 61283 .

**Mandamus**

If a county or community college district officer or a city or town council fails to comply with annual financial statement or annual expenditure limitation report filings, auditor general could seek a court order compelling the officers to perform such duties. Op.Atty.Gen. No. I84-072, 1984 WL 61283 .

**Carry forward, excess expenditures**

If a political subdivision expends less in local revenues than it was authorized to expend in one year, the excess capacity may not be carried forward into future years. Op.Atty.Gen. No. I88-017, 1988 WL 249600 .

**Excess expenditures**

**Excess expenditures - Carry forward**

If a political subdivision expends less in local revenues than it was authorized to expend in one year, the excess capacity may not be carried forward into future years. Op.Atty.Gen. No. I88-017, 1988 WL 249600 .

**Deduction of excess expenditures**

As regards the urban revenue sharing fund, which consists of an amount equal to 15% of the net proceeds of state income taxes for the fiscal year two years prior to the current year, the withholding of tax allocation to a city or town required by statute as a result of excess expenditures by the city or town may be deducted on a monthly basis, one-twelfth per month, from the monthly distribution of income tax revenues to the city or town. Op.Atty.Gen. No. I87-098, 1987 WL 121324 .

**Excess expenditures - Deduction of excess expenditures**

As regards the urban revenue sharing fund, which consists of an amount equal to 15% of the net proceeds of state income taxes for the fiscal year two years prior to the current year, the withholding of tax allocation to a city or town required by statute as a result of excess expenditures by the city or town may be deducted on a monthly basis, one-twelfth per month, from the monthly distribution of income tax revenues to the city or town. Op.Atty.Gen. No. I87-098, 1987 WL 121324 .

**Versions (6)**

**§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; attorney general investigation; violation; classification**

**AZ ST § 41-1279.07**

**Effective October 30, 2023**

Enacted Legislation Laws 2023, Ch. 40 , § 7

**Prior Versions (5)**

**§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; attorney general investigation; violation; classification**

**AZ ST § 41-1279.07**

**Effective August 27, 2019 to October 29, 2023**

Enacted Legislation Laws 2019, Ch. 209 , § 1

**§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; violation; classification**

**AZ ST § 41-1279.07**

**Effective August 3, 2018 to August 26, 2019**

Enacted Legislation Laws 2018, Ch. 268 , § 26

**§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; violation; classification**

**AZ ST § 41-1279.07**

**Effective July 3, 2015 to August 2, 2018**

Enacted Legislation Laws 2015, Ch. 323 , § 4

**§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; violation; classification**

**AZ ST § 41-1279.07**

**Effective July 29, 2010 to July 2, 2015**

Enacted Legislation Laws 2010, Ch. 69 , § 1

**§ 41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; violation; classification**

**AZ ST § 41-1279.07**

**Effective [See Text Amendments] to July 28, 2010**

Enacted Legislation Laws 1998, Ch. 1, § 120, eff. Jan. 1, 1999

## Editor's and Revisor's Notes (2)

### HISTORICAL AND STATUTORY NOTES

Laws 1981, Ch. 317, § 12 provides:

#### “ Sec. 12. Report on implementation

“On or before December 31, 1981 the auditor general shall submit to the president of the senate and the speaker of the house of representatives, a report on the implementation of the uniform expenditure reporting system established by this act. The report should contain information regarding the difficulties experienced by both the auditor general and political subdivisions during the implementation process. The report shall also recommend any changes, additions, deletions or clarifications that might be made to the establishing statutes, to improve the system.”

The 1982 amendment, in subsec. G, substituted “for fiscal year 1982-1983 or any subsequent fiscal year,” for “subsequent to July 1, 1982” in three places; in the first sentence of subsec. H, inserted “Constitution of Arizona”; and made nonsubstantive changes in subsecs. A and B by substituting “alternative” for “alternate”.

Laws 1984, Ch. 335, § 7, provides:

#### “ Sec. 7. Santa Cruz county; waiver of penalties for exceeding expenditure limitation

“In the case of Santa Cruz county, the penalties prescribed by § 41-1279.07, subsections G and H, Arizona Revised Statutes, are waived for excess expenditures of local revenues in fiscal year 1982-1983.”

Laws 1985, Ch. 298, § 9 deleted commas in the second sentence of subsec. B and the first sentence of subsec. G; substituted “for any fiscal year” for “for fiscal year 1982-1983 or any subsequent fiscal year” in the second sentence and the last sentence of subsec. G; and substituted a reference to § 42-1341, subsec. C, par. 2 for a reference to § 42-1342 in the middle of the second sentence of subsec. G.

Laws 1985, Ch. 366, § 2 made the punctuation changes which were made by Laws 1985, Ch. 298; and substituted a reference to § 43-206 for a reference to § 43-244 in the middle of the third sentence of subsec. G.

This section, as amended by Laws 1985, Ch. 298, § 9, was repealed by Laws 1986, Ch. 112, § 2 and Laws 1986, Ch. 322, § 5.

Laws 1986, Ch. 112, § 4 rewrote subsec. G and the introductory paragraph of subsec. H, which provisions had read:

“ G. A chief fiscal officer, designated pursuant to subsection E of this section, who subsequent to July 1, 1983 refuses to file the reports required by this section within the prescribed time periods or who intentionally files erroneous reports is guilty of a class 1 misdemeanor. A county exceeding the expenditure limitations prescribed pursuant to [article IX, § 20, Constitution of Arizona](#), for fiscal year 1982-1983 or any subsequent fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection H of this section of its subsequent year's allocation of the state transaction privilege tax, distributed pursuant to § 42-1342, withheld and redistributed to other counties in the same manner as determined pursuant to that section, except that the assessed valuation and the gross proceeds or gross income from business engaged in within the county exceeding the expenditure limitation shall not be included in the computation and the county exceeding the expenditure limitation shall not be entitled to share in the redistribution. A city or town exceeding the expenditure limitation prescribed or authorized pursuant to [article IX, § 20, Constitution of Arizona](#), for fiscal year 1982-1983 or any subsequent fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection H of this section of its subsequent year's allocation of the state income tax, distributed pursuant to § 43-206, withheld and redistributed to other cities and towns in the same manner as determined pursuant to that section, except that the population of the city or town exceeding the expenditure limitation shall not be included in the computation, and the city or town exceeding the expenditure limitation shall not be entitled to share in the redistribution. A community college district exceeding the expenditure limitation prescribed pursuant to [article IX, § 21, Constitution of Arizona](#), for fiscal year 1982-1983 or any subsequent fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection H of this section of its subsequent allocation of state aid, distributed pursuant to § 15-1466, withheld.

“ **H.** The auditor general shall hold a hearing to determine if any political subdivision has exceeded the expenditure limitations prescribed pursuant to [article IX, §§ 20 and 21, Constitution of Arizona](#) . If any political subdivision has exceeded the expenditure limitations prescribed pursuant to [article IX, §§ 20 and 21, Constitution of Arizona](#) , without authorization pursuant to those sections, the auditor general shall notify the state treasurer to withhold a portion of the political subdivision's allocation of the revenues described in subsection G of this section as follows:”

Laws 1986, Ch. 322, § 4, in subsec. G, twice substituted “any fiscal year” for “fiscal year 1982-1983 or any subsequent fiscal year” following “Constitution of Arizona, for”, substituted “§ 42-1341, subsection C, paragraph 2,” for “§ 42-1342” in the second sentence, and inserted “or § 15-1471” in the last sentence; and in subsec. H, deleted “pursuant to those sections” following “Constitution of Arizona, without authorization” in the introductory paragraph.

The 1986 amendments of this section by Chs. 112 and 322 each explicitly amended the 1985 amendment of this section by Ch. 366.

This section, as amended by Laws 1986, Ch. 322, § 4, was repealed by Laws 1987, Ch. 357, § 14.

The 1987 amendment deleted “pursuant to those sections” following “Constitution of Arizona, without authorization” in the introductory paragraph of subsec. H.

Laws 1987, Ch. 357, § 1, par. 7, provides:

“ **Section 1. Purpose** ”

“7. Section 41-1279.07, Arizona Revised Statutes , was amended by Laws 1986, chapter 112, § 1 and chapter 322, § 4. The chapter 322 version made, among other amendments, a conforming internal reference amendment which for blending purposes was inconsistent and incompatible with the chapter 112 version and therefore could not be blended. However, since the conforming internal reference amendment was a nonsubstantive change, in order to accomplish the intent of the 1986 enactments, in this enactment the chapter 112 version is amended to incorporate the amendments, other than the conforming internal reference amendment, made by the chapter 322 version and the chapter 322 version is repealed.”

The 1987 amendment of this section by Ch. 357 explicitly amended the 1986 amendment of this section by Ch. 112.

The 1998 amendment by Ch. 1 made changes in statutory references to conform to the reorganization of Title 42.

Laws 1998, Ch. 95 , §§ 1 and 2, provide:

“ **Section 1. City of Tombstone; waiver of penalties for exceeding expenditure limitation** ”

“The penalties prescribed by § 41-1279.07, subsections G and H , Arizona Revised Statutes , are waived for excess expenditures of local revenues by the city of Tombstone in fiscal year 1994-1995.”

“ **Sec. 2. Retroactivity** ”

“This act applies retroactively beginning from and after June 30, 1998.”

Laws 2001, Ch. 197 , §§ 1 and 2, provide:

“ **Section 1. City Of El Mirage; waiver of penalties for exceeding expenditure limitation** ”

“The penalties prescribed by § 41-1279.07, subsections G and H , Arizona Revised Statutes , are waived for excess expenditures of local revenues by the city of El Mirage in fiscal year 1998-1999.

“ **Sec. 2. Retroactivity** ”

“This act applies retroactively to from and after June 30, 2001.”

Laws 2001, Ch. 362, § 1 , provides:

**“Section 1. Computing municipal, county and community college expenditure limitation; fiscal years 2001-2002 and 2002-2003; penalty**

“ A. The legislature finds that the reduction in the GDP price deflator index currently used to compute city, town, county and community college district expenditure limitations has resulted in limitations that do not accurately reflect the effect of inflation on the budgets of political subdivisions.

“ B. Notwithstanding § 41-1279.07, subsections G and H , Arizona Revised Statutes , for fiscal years 2001-2002 and 2002-2003 the penalties for violating the expenditure limitations as computed pursuant to § 41-563, Arizona Revised Statutes , are one hundred dollars if the expenditures of local revenues by the city, town, county or community college district do not exceed the expenditure limitation for fiscal year 1999-2000 multiplied by the percentage change in population and multiplied by the inflation factor of 1.0609 for 2001-2002 and 1.092727 for 2002-2003.

“ C. For purposes of this section:

“1.The percentage change in population for cities, towns and counties shall be computed for 2001-2002 by dividing the 2000 population estimate by the 1998 population estimate and for 2002-2003 by dividing the 2001 population estimate by the 1998 population estimate. In this paragraph, “ population estimate ” means the population estimate computed by the department of economic security and generally used in computing the annual expenditure limitations for cities, towns and counties.

“2.The percentage change in population for community college districts shall be computed for 2001-2002 by dividing the fiscal year 2001-2002 population estimate by the fiscal year 1999-2000 population estimate and for 2002-2003 by dividing the fiscal year 2002-2003 population estimate by the fiscal year 1999-2000 population estimate. In this paragraph, “ population estimate ” means the estimate of full-time equivalent students submitted to the economic estimates commission pursuant to § 15-1425, paragraph 14, Arizona Revised Statutes .”

Laws 2003, Ch. 178, § 1 , provides:

**“ Section 1. Greenlee county; penalties for exceeding expenditure limitation**

“Notwithstanding § 41-1279.07, subsection H , Arizona Revised Statutes , the penalty for excess expenditures of local revenues by Greenlee county in fiscal years 2003-2004 and 2004-2005 shall not exceed one hundred dollars.”

Laws 2009, Ch. 59, § 2 , which related to the Town of Pima, penalties for exceeding expenditure limitation, was repealed by Laws 2011, Ch. 180, § 2, effective July 20, 2011, retroactively effective to July 1, 2009.

The 2010 amendment by Ch. 69 added subsec. I.

Laws 2010, Ch. 191, § 1 , provides:

**“ Section 1. Town of Superior; reduction of penalties for exceeding expenditure limitation**

“The penalties prescribed by section 41-1279.07, subsections G and H , Arizona Revised Statutes , for excess expenditures of local revenues by the town of Superior for fiscal year 2007-2008 shall equal one hundred dollars and is payable pursuant to section 41-1279.07, subsection G , Arizona Revised Statutes , in fiscal year 2010-2011.”

Laws 2010, Ch. 191, § 2 , provides:

**“ Sec. 2. Retroactivity**

“This act applies retroactively to from and after June 30, 2010.”

Laws 2011, Ch. 180 , §§ 1, 3 and 4 provide:

**“ Section 1. Town of Pima; waiver of penalties for exceeding expenditure limitation**

“The penalties prescribed by section 41-1279.07, subsections G and H , Arizona Revised Statutes , are waived for excess expenditures of local revenues by the town of Pima in fiscal year 2006-2007.”

**“ Sec. 3. City of Safford; waiver of penalties for exceeding expenditure limitation**

“The penalties prescribed by section 41-1279.07, subsections G and H , Arizona Revised Statutes , are waived for excess expenditures of local revenues by the city of Safford in fiscal years 2001-2002 and 2006-2007, except that the city of Safford shall pay a penalty of twenty thousand dollars in fiscal year 2010-2011.

**“ Sec. 4. Retroactivity**

“Sections 1 and 2 of this act are effective retroactively to from and after June 30, 2009.”

Laws 2013, Ch. 254, § 22 , provides:

**“ Sec. 22. Implementation of consolidated elections; expenditure limitations**

**“ A.** Notwithstanding any other law, in order to comply with the consolidation of election dates prescribed in Laws 2012, chapter 353, a city or town may lengthen the terms of office for its elected officials.

**“ B.** Notwithstanding section 16-204, Arizona Revised Statutes , for any city or town whose alternate expenditure limit is scheduled to expire in 2014 or 2015, the following apply:

“1. For a limitation that is scheduled to expire in the spring of 2014, the penalties prescribed in section 41-1279.07, Arizona Revised Statutes , shall not apply to that city or town in fiscal year 2015 if the city or town seeks voter approval of an alternative expenditure limit in the fall of 2014.

“2. For a limitation that is scheduled to expire in 2015 or 2016, the penalties prescribed in section 41-1279.07, Arizona Revised Statutes , shall not apply to that city or town in fiscal year 2015, 2016 or 2017 and the amount of the expenditure limitation remains at the level established before the expiration of the alternate expenditure limitation if the city or town seeks voter approval of an alternate expenditure limitation at the next eligible regular election in 2014, 2015 or 2016.”

The 2015 blended amendments by Chs. 268 and 323, rewrote subsec. C; and made nonsubstantive changes. Subsection C had read:

**“ C.** The reports described in subsection A of this section must be filed with the auditor general within four months after the close of each fiscal year. Upon written request, the auditor general may grant up to a one hundred twenty day extension, if extenuating circumstances exist that prevent submission of the reports within the required four month period.”

Laws 2018, Ch. 325, § 1, retroactively effective to July 1, 2013 , provides:

**“ Section 1. County of La Paz; waiver of penalties for exceeding expenditure limitation; report; hearing; prohibition**

**“ A.** The penalties prescribed by section 41-1279.07, subsection H , Arizona Revised Statutes , are waived for excess expenditures of local revenues by the county of La Paz in fiscal years 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018.

**“ B.** In fiscal years 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023, within ten months after the close of each fiscal year, the county of La Paz shall provide the speaker of the house of representatives, the president of the senate, the chairperson of the senate finance committee, or its successor committee, and the chairperson of the house of representatives ways and means committee, or its successor committee, a copy of all of the following:

“1. The expenditure report as prescribed in section 41-1279.07, Arizona Revised Statutes .

“2. The financial and compliance audit as prescribed in section 41-1279.21, Arizona Revised Statutes .

“3. If applicable, for each fiscal year in which the financial statements for the county were not completed and filed as prescribed by section 41-1279.07, Arizona Revised Statutes , on or before the adoption of the county budget in the subsequent fiscal year, the notice of pending financial statement filing included in the published budget as prescribed in section 11-661, Arizona Revised Statutes .

“C. The chairperson of the senate finance committee or the chairperson of the house of representatives ways and means committee, or their successor committees, shall hold a hearing to determine compliance with subsection B of this section if the speaker of the house of representatives, the president of the senate, the chairperson of the senate finance committee, or its successor committee, or the chairperson of the house of representatives ways and means committee, or its successor committee, determines that such a hearing is necessary.

“D. The county of La Paz may not seek a legislative waiver of penalties for excess expenditures of local revenues for a minimum of five years from and after the effective date of this act.”

Laws 2018, Ch. 325, § 2 , provides:

“**Sec. 2. Retroactivity**

“This act is effective retroactively to from and after June 30, 2013.”

Laws 2018, Ch. 268 , deleted “or public accountant” after “certified public accountant” twice in subsec. D.

Laws 2019, Ch. 209 , substituted “terms used” for “terms utilized” in the second sentence of subsec. B; rewrote subsec. E; inserted a new subsec. G; redesignated existing subsecs. G to I as H to J, accordingly; and made conforming changes to internal references. Subsec. E had read:

“E. Each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing board of the political subdivision to submit the current fiscal year's expenditure limitation report. The political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.”

Laws 2021, Ch. 421, § 1 , provides:

“**Section 1. Community college districts; expenditure limitations; penalty; retroactivity**

“A. Notwithstanding section 41-1279.07, Arizona Revised Statutes , for fiscal year 2021--2022, if a community college district exceeds its expenditure limitation prescribed in [article IX, section 21, Constitution of Arizona](#) , and pursuant to [section 41-563, Arizona Revised Statutes](#) , the community college district shall have state aid pursuant to [section 15-1466, Arizona Revised Statutes](#) , withheld as follows:

“1. If the excess expenditures are less than five percent of the limitation, an amount equal to \$5,000.

“2. If the excess expenditures are equal to or greater than five percent, but less than ten percent of the limitation, an amount equal to \$15,000.

“3. If the excess expenditures are equal to or greater than ten percent, but less than twelve percent of the limitation, an amount equal to \$20,000.

“4. If the excess expenditures are equal to or greater than twelve percent of the limitation, the amount shall be calculated according to [section 41-1279.07, Arizona Revised Statutes](#) .

“B. Subsection A of this section applies retroactively to from and after June 30, 2020.”

Laws 2023, Ch. 40 , amended the section as follows:

“A. The auditor general shall prescribe a uniform expenditure reporting system for all political subdivisions subject to the constitutional expenditure limitations prescribed by [article IX, sections 20 and 21, Constitution of Arizona](#) . The system shall include:”

\* \* \*

“2. For community college districts:

“(a) An annual budgeted expenditure limitation report that includes at least the following information:”

\* \* \*

“(ii) Total budgeted expenditures ~~, by fund,~~ for the reporting fiscal year.

“(iii) Total exclusions from local revenues, as defined by [article IX, section 21, Constitution of Arizona](#) , ~~by fund,~~ for the reporting fiscal year.

“(iv) Total amounts ~~, by fund,~~ of budgeted expenditures subject to the expenditure limitation for the reporting fiscal year.”

\* \* \*

**Reviser's Notes:**

**1981 Note.** The amendment of this section by Laws 1981, chapter 317, section 11 was not specified in the title of the act as required by [Constitution of Arizona, Art. IV, part 2, sec. 13](#) . Pursuant to authority of § 41-1304.02, quotation marks surrounding “local revenues” were removed in subsection A, paragraph 1, subdivision (a), item (iii), subsection A, paragraph 2, subdivision (a), item (iii) and subsection A, paragraph 3, subdivision (a), item (iii). Additionally, in subsection B, the word “completions” was made singular as the correction of a manifest clerical error.

**1985 Note.** Laws 1985, Ch. 366, sec. 2 incorrectly identified this section as § 42-1279.07 when amending it. The identification of § 41-1279.07 was correctly reflected in the title to this act. The independent and valid amendment of this section by Laws 1985, Ch. 298, § 9 and Ch. 366, § 2 could not be blended because of the delayed effective date of Ch. 366.

**1986 Note.** The amendment made by Laws 1986, Ch. 322, § 4 was inconsistent and incompatible with Laws 1986, Ch. 112, § 1 and therefore could not be blended.

**2015 Note.** Prior to the 2018 amendment, this section contained the amendments made by [Laws 2015, Ch. 268](#) , sec. 4 and Ch. 323, sec. 4 that were blended together pursuant to authority of section 41-1304.03.

**Context and Analysis (5)**

**Cross References (5)**

Audits of cities and towns, posting, budget, see § 9-481.

Consolidated elections, alternative expenditure limitation, see § 16-204.02.

Counties, posting of financial statements, budget, see § 11-661.

Posting of financial statements, budget, see § 11-661.

Uniform system of accounting for community college districts, duties of auditor general, posting, budget, see § 15-1473.

**Validity**

There are no Validity results for this citation.