NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, August 27, 2025. 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 recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miercoles, 27 de Agosto del 2025. 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, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 27, 2025
6:00 p.m.

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

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

4. **CALL TO THE PUBLIC**

This is the time for the public to comment. Under A.R.S. § 38-431.01 (I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. **PROCLAMATIONS**

5. A. Proclamation on Childhood Cancer Awareness Month September 2025

5. B. Proclamation on Hunger Action Month September 2025

5. C. Proclamation on Library Card Sign-Up Month September 2025

5. D. Proclamation on National Suicide Prevention Month September 2025

6. **CONSENT AGENDA**

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

6. A. **MINUTES OF**

- Work Session held July 30, 2025
- Special Council meeting held July 30, 2025

6. B. **DISBURSEMENTS**

From August 6, 2025, to August 20, 2025
Total $1,646,355.83
(One Million, Six Hundred Forty-Six Thousand, Three Hundred Fifty-Five Dollars and Eighty-Three Cents)

6. C. Discussion and possible action on any and all matters regarding the Fiscal Year 2025-2026 for the 4FrontED annual contribution. **(Armando Esparza, Director of Economic Development & Government Affairs)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2371. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2372. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

6. F. Discussion and possible action on any and all matters regarding a contract with the consultant, Ramirez Advisors Inter-National, LLC, to assist the city with border and growth-related issues. **(Jenny Torres, Acting City Manager)**

6. G. Discussion and possible action on any and all matters regarding Resolution No. 2373. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with the Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2025-2026; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Acting City Manager)**

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding adopting a Notice of Intention to adopt new and amend business license fees and types. **(Edgar Esparza, Billing and Collections Manager)**

7. B. Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford F250 Animal Control Truck using Fiscal Year 2025-2026 Capital Improvement Budgeted Funds. **(Damian Miller, Lieutenant)**

7. C. Discussion and possible action on any and all matters regarding the engagement of engineering services with Dahl, Robins, & Associates, Incorporated, for the design of 10th Avenue Widening from Cesar Chavez Boulevard to County 22nd Street. **(Tomas Sanchez, City Engineer)**

7. D. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0299F - Orchidea Park Townhomes Phase 1; a request by Vega & Vega Engineering, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Townhomes Phase1 final plat, located at the southeast corner of 24th Avenue and County 24th Street intersection, in San Luis, Arizona. **(Juan Leal Rubio, Assistant Director of Development Services)**

7. E. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 Subdivision; a request by Vega and Vega Engineering PLC, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Phase 1 Final Plat, located east of 24th Avenue and south of Orchidea Park Townhomes 1 in San Luis, Arizona. **(Juan Leal Rubio, Assistant Director of Development Services)**

7. F. Discussion and possible action on any and all matters regarding Ordinance No. 469. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending City Code § 2.05.460(B) to align the City Council minutes requirement with current state law A.R.S. § 38-431.01(C)(4); repealing conflicting provisions, and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 469 by title only
B. Action on Ordinance No. 469

7. G. Discussion and possible action on any and all matters regarding Annexation Case No. 2024-01 and Ordinance No. 470. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, extending and increasing the corporate limits of the City of San Luis of Yuma County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing thereto certain territory contiguous to the existing city limits of the City of San Luis; approving infrastructure and service plan; and adopting zoning classifications for said territory; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

A. Action on Reading of Ordinance No. 470 by title only
B. Action on Ordinance No. 470

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

9. ADJOURNMENT

PROCLAMATION

Regular City Council Meeting **5. A.**

Meeting Date: 08/27/2025

Title:

Proclamation on Childhood Cancer Awareness Month September 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

CHILDHOOD CANCER AWARENESS MONTH
September 2025

WHEREAS, childhood cancer is the leading cause of death by disease in children, 1 in 285 children in the United States will be diagnosed by their 20th birthday, 46 children per day or 16,790 children per year are diagnosed with cancer in the United States; and

WHEREAS, there are approximately 40,000 children on active treatment at any given time, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, 80% of childhood cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, in the last 20 years, only four new drugs have been approved by the FDA to treat childhood cancer specifically; and

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out; and

WHEREAS, researchers and healthcare professionals work diligently, dedicating their expertise to treat and cure children with cancer, those affected by childhood cancer must have access to quality, affordable care and research on all forms of childhood cancer continues to be vigorously supported; and

WHEREAS, too many children are affected by this deadly disease, and more must be done to raise awareness and find a cure, the determination and bravery with which these children fight their battles against cancer should be recognized and commended by all.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 2025 as **"Childhood Cancer Awareness Month"** in the City of San Luis, Arizona, to help raise awareness of pediatric cancer.

DATED this **27th** day of **August 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. B.**

Meeting Date: 08/27/2025

Title:

Proclamation on Hunger Action Month September 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

HUNGER ACTION MONTH
September 2025

WHEREAS, hunger and poverty are issues of vital concern in Arizona where 10.3% of people face hunger in Arizona, and one in every five children do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and in every community in America, people are working hard to provide for themselves and their families. Yet, in 2024, 638 to 720 million people, or 1 in 7, including more than 13 million children, 1 in 5, faced food insecurity in the U.S. That 38,510 in Yuma County, Arizona and 3,110 in La Paz County, Arizona; and

WHEREAS, the City of San Luis, Arizona, is committed to taking steps to combat hunger in every part of our community and to provide additional resources that those in Yuma, County need; and

WHEREAS, the City of San Luis, Arizona, is devoted to working with the Yuma Community Food Bank, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than 374,000 individuals in Yuma and La Paz County rely on food provided by the members of the Yuma Community Food Bank annually; and

WHEREAS, the members of Yuma Community Food Bank distributed more than 6,000,000 meals to 137,815 households in 2024 through its network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, the month of September has been designated Hunger Action Month in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, and everybody in it, has the food they need to thrive; and

WHEREAS, food banks across the country, including the members of the Yuma Community Food Bank – will host numerous events throughout the month of September to bring awareness and help end hunger in their local community.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 2025 as **"Hunger Action Month"** in the City of San Luis, Arizona, and I call this observance to the attention of our citizens.

DATED this **27th** day of **August 2025**.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. C.**

Meeting Date: 08/27/2025

Title:

Proclamation on Library Card Sign-Up Month September 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

LIBRARY CARD SIGN-UP MONTH
September 2025

WHEREAS, libraries provide welcoming and inclusive spaces where individuals from all backgrounds can learn and connect, bridging cultural, ethnic, generational, and economic divides, and strengthening the social fabric of their communities;

WHEREAS, libraries assist people of all ages in navigating life's complexities, offering access to research, information, and government services that enhance productivity and fulfillment;

WHEREAS, libraries boost the local economy by providing critical access to technology and training for job-seekers, entrepreneurs, and students;

WHEREAS, during times of crisis, libraries and their staff play a vital role in supporting communities both in-person and virtually;

WHEREAS, the shared resources provided by libraries help households save money, conserve resources, and reduce waste, offering a simple way to make a positive impact.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 2025 as **"Library Card Sign-up Month"** in San Luis, Arizona, and encourage everyone to sign up for their own library card today.

DATED this **27th** day of **August 2025.**

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. D.**

Meeting Date: 08/27/2025

Title:

Proclamation on National Suicide Prevention Month September 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL SUICIDE PREVENTION MONTH
September 2025

WHEREAS; September is known globally as "Suicide Prevention Month", the National Suicide Prevention Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people with the appropriate support services; and

WHEREAS; according to the American Foundation for Suicide Prevention (AFSP), suicide is the 10th leading cause of death among adults, and the 2nd leading cause of death among individuals between the ages of 10 and 34 in the US; and

WHEREAS; more than 48,000 people died by suicide across the United States each year, with an average of 132 suicides completed daily; and

WHEREAS; each and every suicide directly impact a minimum of 100 additional people, including family, friends, co-workers, neighbors, and community members; and

WHEREAS; we encourage all residents to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim the month of September 2025 as **"National Suicide Prevention Month"** in the City of San Luis, Arizona.

DATED this **27th** day of **August 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 08/27/2025

Summary

MINUTES OF

- Work Session held July 30, 2025
- Special Council meeting held July 30, 2025

Attachments

7/30/2025 WS

7/30/2025 SCM

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 30, 2025
5:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Work Session to order at approximately 5:00 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Javier Vargas
Council Member Esteban C. Rosales
Council Member Maria C. Cruz
Council Member Luis E. Cabrera – arrived at 5:42 p.m.

ABSENT: Vice Mayor Tadeo A. De La Hoya
Council Member Lizeth Servin

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Marion Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alvaro Escalante, Parks Ground Manager
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Armando Esparza, Director of Economic Development
Claudia Montoya, Acting Assistant Director of Parks & Recreation
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Franica Alonso, Public Information Officer
Israel Lara, IT Technician
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Jose A. Maldonado, Multimedia Production & Operations Specialist
Juan Leal Rubio, Assistant Director of Development Services
Juan Tejeda, Associate Planner
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Management Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Administrative Services Manager
Richard Bauermann, Fire Inspector
Roula Encinas, Director of Finance
Roman Pacheco, Planning Coordinator

Tomas Sanchez, City Engineer
Victor de la Torres, Safety Officer
Elizabeth Carpenter, Developer
Manuel Rojas, Resident
Mark Concha Jr., Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Presentation, followed by discussion and possible directions to staff on any and all matters regarding the proposed business license fees. (Edgar Esparza, Billing and Collections Manager)

Mr. Edgar Esparza, Billing and Collections Manager, presented a PowerPoint slideshow that reviewed the new business license type for cottage food operations, proposed business license fees, and proposed administrative fees. A copy of this presentation is part of the complete agenda packet filed in the City Clerk's Office.

Discussion was held, and the Mayor, City Council, and staff addressed the comments.

2. B. Presentation, followed by discussion on any and all matters regarding the City of San Luis Final Draft Subdivision Regulations. (Juan Leal Rubio, Assistant Director of Development Services)

Mayor Nieves Riedel declared a conflict of interest on this item.

Mr. Juan Leal Rubio, Assistant Director of Development Services, delivered a PowerPoint presentation on the final draft of the subdivision regulations. He clarified that the goal is to gather input, address concerns, and promote transparency throughout the process. He also mentioned that the current regulations are based on Yuma County's 1992 regulations, which were adopted in May 2002. Additionally, he stated that the proposed update aims to conform with State Statute and current infrastructure needs, while supporting smarter growth, improved infrastructure, and better community planning. A copy of this presentation is included in the complete agenda packet filed in the City Clerk's Office.

Council Member Esteban C. Rosales noted that the developer is expected to cover the entire cost of the road's construction. Still, since the property is state-owned, the city will make the necessary accommodations. He asked what would happen when the other side of the road belongs to another property owner.

Mr. Leal Rubio replied that the developer will have to undertake a full road improvement; however, if there is a challenging situation where the developer, for some reason, cannot do the improvement, they will have to submit a modification. It will be up to the City Council to approve or reject it.

Ms. Elizabeth Carpenter, of Von Verde Partners, thanked staff for meeting with her company to review the proposed changes. She mentioned that there are some areas where a group of developers is not in agreement. One option the developer would like to see is a way to go back to 5,000 sq. ft. lots. Somerton has that, and this will make properties more affordable.

She added that the other issue is the road width within the subdivision, which has been increased from 50 feet to 52 feet. This not only costs the developer but also passes the cost on to the consumer. The same thing applies to arterial, major, and minor roads, which have increased from 100 feet to 110 feet and from 80 feet to 100 feet. She asked the Mayor and City Council to reconsider the proposed changes. Furthermore, she highlighted the significant issue with the half street requirement, noting that the other half needs to be addressed. It was mentioned that a modification can be submitted for state or federal land. But what happens when it is farmland and might never be developed? What if the landowner can't afford their half of the road? The developer will have to fund that upfront, which will require a payback agreement; however, it is unclear whether it will be paid back, as it may never be repaid. She addressed the two (2) year requirement for assurances; she mentioned that other municipalities within Yuma County require assurances and a warranty for one (1) year. She asked the Mayor and City Council to review the issues she had brought up and see what could be done.

Mr. Mark Concha of Riedel Construction stated that he agrees with some of the issues raised by Ms. Carpenter, especially regarding the assurances. He added that the other problem is the half streets, as Ms. Carpenter mentioned. In one of the meetings, it was agreed that this would be allowed; however, it is now mentioned that no half-street will be allowed. Furthermore, he noted that they understand that manholes must be made of polymer, but there are some areas where polymer is not required; in such cases, they can be made of concrete. The cost comparison between the two manholes is significant.

Mr. Leal Rubio informed that the 5,000 sq. ft. lot size is not addressed in the subdivision regulations, as this is part of the zoning code. He mentioned that Section 17.1013 is for modification, which reads “that whenever subdivisions design standards or improvements are requested to be modified or not constructed, the appropriate technical registrants shall follow…”. He stated that the plan does not state who owns the adjoining parcel, whether it is the federal, state government, or farmland. It gives the developer the opportunity for modification regardless of who owns the adjacent property.

Mr. Eulogio Vera, Director of Public Works, explained that polymer manholes have an additional cost, and staff were aware of it when the requirements were implemented. He mentioned that the key difference between polymer and concrete is that polymer comes with a 50-year warranty and is resistant to corrosion. Concrete manholes with t-lock liners are less durable and more expensive to repair and rehabilitate. Furthermore, he informed us that concrete manholes would last 25-35 years, or possibly longer. Many variables can go wrong, which reduces the life expectancy of those manholes. He explained that regarding assurances, there are two (2) different things: the two (2) year warranty and the assurances. According to the subdivision regulations, the assurances are posted, and upon completion of the project, 10% is withheld for the warranty period. Those two (2) things are tied, but they are two (2) different things. He added that the warranty at one point, the Mayor, City Council and staff believed that it was at the best interest of the city, so it was made a requirement to have a two (2) year warranty, the benefit of this is that if some issues arise between the first and second year those issues are covered with the warranty. He stated that it is up to the city to change it to one (1) year; other cities have one (1) year. Registered contractors are required to have a two-year warranty.

Furthermore, he noted that the two-year warranty period benefits the city, as the city will not cover repairs during this time; instead, the developer will be responsible. Mr. Vera explained that the subdivision regulations require the city to receive 100% of the project's cost assurance. Upon project completion, the city releases 90% of the assurance, retaining 10% for the warranty period.

Mr. Leal Rubio clarified that the issue with the road width is not being recommended for change by staff, and this was communicated to stakeholders during the meeting.

2. C. Presentation, followed by discussion on any and all matters regarding regulations establishing recreational amenities requirements and standards for new residential development. (Jose A. Guzman, Director of Development Services)

Mr. Jose A. Guzman, Director of Development Services, mentioned that, based on the direction from the Mayor and City Council to explore the creation of recreational amenities for a new subdivision, the city has hired J2 Consultant to assist staff with the process. This firm has worked with various cities throughout the state and is very familiar with park amenities requirements.

Mr. Shane Hanaman, J2 Design, informed that his company is composed of civil engineers and landscape engineers who specialize in downtown redevelopment and park and recreation. He provided an overview of the proposal's process and methodology. He stated that the recreation guidelines are composed of five (5) sections as follows: Section 1 – Submittal Procedures, Section 2 – General Overview, Section 3 – Site Amenities, Section 4 – Site Furnishings, and Section 5 – Amenity Requirements based on Open Space Size.

Mr. Guzman indicated that unless the City Council proposes any changes, staff will proceed with the adoption process, which will include public hearings that will allow developers to comment or ask any questions.

Ms. Elizabeth Carpenter of Von Verde Partners noted that developers in smaller cities often lack the budget of those in larger cities. Consultants must therefore consider communities comparable to San Luis, which have similar budgets and income levels for their residents. She stated that she has no problem providing those amenities, but wants to ensure that the city has the budget to maintain them.

3. ADJOURNMENT

Mayor Nieves Riedel adjourned the meeting at 5:53 p.m.

APPROVED:

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on July 30, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 30, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Esteban C. Rosales (left at 7:14 p.m.)
Council Member Lizeth Servin (via Teams at 7:06 p.m.)
Council Member Javier Vargas
Mayor Nieves Riedel

ABSENT: Vice Mayor Tadeo Azael De La Hoya

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Edgar Esparza, Billing and Collections Manager
Eulogio Vera, Director of Public Works
Fernando Corona, I.T. Manager
Francia Alonso, Public Information Officer
Israel Lara, I.T. Technician
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Development Services
Jossue Cerda, I.T. Support Supervisor
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Generalist
Maria Sabori, Risk Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Chief of Police
Olivia Jenkins, Administrative Services Manager

Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer
Buna George, GYPA Director
Carmen Merida, Resident
Cesar Neyoy, Reporter
Christian Cuevas, Meeting Translator
Crystal Mendoza, Yuma Metropolitan Planning Organization Executive Director
David Lara, Yuma County Recorder
Fabher Sanchez, Resident
Luisa Arreola, Resident
Manuel Rojas, Resident
Maria Gonzalez, Resident
Maria Robles, Resident
Mark Concha Jr., Resident

2. PLEDGE OF ALLEGIANCE

Council Member Esteban C. Rosales led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Ms. Elida Valenzuela, Police Chaplain.

4. CALL TO THE PUBLIC

There were no comments from the public.

5. PROCLAMATION/PRESENTATIONS

5. A. Proclamation on Child Support Awareness Month - August 2025

Mrs. Sonia Cornelio, City Clerk, read the proclamation by title only.

5. B. Presentation by Yuma Community Food Bank to San Luis City Council. (Shara Whitehead, President and Chief Executive Officer and Michelle Merkley, Chief Operating Officer)

Ms. Shara Whitehead, President and Chief Executive Officer and Ms. Mallorie Edgar, Agency and Programs Coordinator, thanked the City of San Luis for the continued support.

5. C. Presentation on Yuma Metropolitan Planning Organization's activities. (Crystal Figueroa, Executive Director)

Ms. Crystal Figueroa, Executive Director, provided a brief presentation regarding their current activities and initiatives. Ms. Figueroa also provided an update on the Gary Knight Memorial Highway, which was initiated last year.

5. D. Presentation and update on Fuerza Local Cohort 1 and Economic Impact Report. (Armando Esparza, Director of Economic Development and Government Affairs)

Mr. Armando Esparza, Director of Economic Development and Government Affairs, presented the Fuerza Local and Economic Impact Report.

6. CONSENT AGENDA

6. A. MINUTES OF
- Special Council meeting held June 18, 2025
- Regular Council meeting held June 25, 2025

6. B. DISBURSEMENTS
From July 2, 2025 to July 22, 2025
Total $5,119,228.83
(Five Million, One Hundred Nineteen Thousand, Two Hundred Twenty-Eight Dollars and Eighty-Three Cents)

MOTION: Council Member Javier Vargas/Council Member Esteban C. Rosales to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding authorization for the purchase of Fortinet network infrastructure equipment to replace aging network hardware and to upgrade firewalls through PCS Solutions using 1GPA National Purchasing Cooperative Agreement Contract #25-09PV-06 under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing. (Fernando Corona, IT Manager)

Mr. Fernando Corona, I.T. Manager, requested approval to purchase network infrastructure from PCS Solutions for $211,340.92. The goal of this project is to support outdated and unsupported network hardware. He also requested authorization to purchase additional firewalls that will be installed in key locations. The upgrade will ensure the city's network infrastructure is secure, efficient and prepared for future needs.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the purchase of Fortinet network infrastructure equipment through PCS Solutions, for a total amount not to exceed $211,340.92. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. B. Discussion and possible action on any and all matters regarding the ratification of payment for temporary staffing services provided by Robert Half. (Fernando Corona, IT Manager)

Mr. Fernando Corona, I.T. Manager, explained that contracting for the temporary position was crucial to ensure that the quality of support would not be impacted. He requested ratification of the total payment issued during Fiscal Year 2024-2025, amounting to $47,354.57, and asked that any formal purchasing procedures be waived, as permitted under San Luis City Code, Purchasing § 30.05.010(F). The City of San Luis hired the employee contracted for the temporary position.

MOTION: Council Member Javier Vargas/Council Member Esteban C. Rosales to ratify the budget transfers in the amount of $54,600.00 and the payments in the amount of $47,354.57 to Robert Half for temporary I.T. Help Desk staffing services provided from August 12, 2024, to March 21, 2025, and to waive formal procurement procedures as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. C. Discussion and possible action on all matters regarding the approval and ratification of payment for the Arizona Department of Transportation contract modification for the Los Alamos Curve Realignment Project. (Manny Hernandez, Assistant Director of Public Works)

Mr. Manny Hernandez, Assistant Director of Public Works, stated that they are seeking the City Council's approval and ratification of a payment for an unplanned yet necessary contract modification with the Arizona Department of Transportation for the Los Alamos curve realignment project. Staff was notified late in the fiscal year by the Arizona Department of Transportation (ADOT) that there would be a change in the project scope, including right-of-way acquisition and additional design work, which increased the city's additional cost share to $63,949.00, an amount not included in the budget. Due to the project's urgency and timeline constraints, the payment was made using existing highway user funds allocated for another project.

There was some discussion/explanation among members of the City Council and staff regarding this project, including dates, funding (federal highway safety funds), ADOT's schedule, the IGA with ADOT, the history of the subdivision, its road, and the completion date.

MOTION: Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve and ratify an additional payment of $63,949.00 for the ADOT contract modification for the Los Alamos curve realignment project and to perform a budget transfer as described in the fiscal impact statement. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. D. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Services, LLC. for traffic control needs. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, mentioned that they are requesting approval to renew and enter into an agreement with Precision Protective Services to assist with traffic control needs; they have been working with the city for two (2) years in addition to other departments throughout the city. A total of $85,000.00 was budgeted for their services and the contract is for a term through June 30, 2026, or until the funds are depleted, whichever occurs first. Bids were received and they were the lowest bidder.

Chief Reynoso stated that, with their staffing, he had received approval to hire new officers and provided an update on this.

MOTION: Council Member Esteban C. Rosales/Council Member Javier Vargas to approve the renewal of the contract with Precision Protective Services for traffic control services during Fiscal Year 2025-2026, not to exceed the budgeted dollar amount of $85,000.00, and waive formal purchasing procedures for the justification presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. E. Discussion and possible action on any and all matters regarding Order No. 2025-06. An Order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Lease Agreement between the City of San Luis and Greater Yuma Port Authority, Inc. (GYPA) for the lease of the building at 788 East B Street, San Luis, Arizona. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that this is for the B Street building, Proverbs 31 Home is going to have one (1) of the offices. The thought behind it is that GYPA needed an office close to the port and they have money to help the city remodel the building. They have the ability either to pay for five (5) years upfront, which will help reimburse for the remodel, or go month by month. The rent the city came up with is based on the way it works for the incubator. GYPA received a donation for furniture and will keep it if they leave. The city will take care of maintenance and janitorial services; they can make improvements up to $5,000.00 and then they need to come to the city for permission.

Ms. Jenny Torres, Acting City Manager, stated that the contract includes the city will be paying for the utilities, water, trash and sewer and GYPA will pay for electricity and internet.

Ms. Buna George, GYPA Director, added that she has been in communication with Ms. Torres regarding the allocation and what bills are going to split between the city and GYPA.

Mayor Nieves Riedel asked if Council Member Maria Cecilia Cruz would be able to vote on this item since she will be occupying one (1) of the offices?

Ms. Macuil responded that Council Member Maria Cecilia Cruz would be able to vote because her non-profit is one (1) of the remote interests listed on the conflict of interest and this lease will not affect her for her office.

Mayor Nieves Riedel commented that she would never agree to a Council Member using city buildings or offices, and it is not a personal issue. Still, the perception they are giving to the public is that, as elected officials, they are taking advantage of their position. This is not a personal attack against Council Members Maria Cecilia Cruz or Javier Vargas, but rather her opinion on what she thinks should never be done. Even if it is not illegal, as elected officials, they should be cautious about the things they do, because people are watching them. She added that when she started as Mayor, some non-profits were using the city's buildings, and they were asked to leave.

Council Member Luis E. Cabrera called for a point of order.

Mayor Nieves Riedel stated she was speaking and asked Council Member Luis E. Cabrera not to talk over her; she called for a five (5) minute recess at 7:04 p.m.

Some members of the City Council made comments that were not audible due to the recording stopping.

The meeting resumed at 7:08 p.m.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Order No. 2025-06 and the Lease with GYPA as attached to this agenda item. The motion passed with five (5) Ayes and one (1) Nay by Mayor Nieves Riedel.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Nay

Ms. Jenny Torres, Acting City Manager, commented that the statements made by three (3) members of the City Council during the time the meeting had recessed and were not part of the recording.

7. F. Public hearing followed by discussion and possible action on any and all matters regarding Proposed Ordinance No. 468. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, continuing the occupational registration for peddlers as set forth in City Code Chapter 5.10 and finding the registration requirement is necessary to protect the health, safety or welfare of the public; and amending City Code § 5.10.020 to clarify the application process requirements; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

A. Staff presentation

Ms. Kay Macuil, City Attorney, indicated that this item does not significantly alter the City Code, but it requires implementation. A code was in place for door-to-door salespeople, which required registration with the Police Department. People who might take advantage of others often engage in unethical practices or may even have criminal intent regarding the neighborhood's activities. So, it allows for fingerprinting, a criminal background check and insight into how they will handle their practices in their door-to-door sales. But since the city passed that regulation, the state legislature took away some of the city's authority to regulate businesses and in order for the city to do that kind of regulation, it needs to go through the public hearing process to do that registration for door-to-door sales.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the public on this item

Mayor Nieves Riedel called on the public on this item.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

E. Action on reading of Ordinance No. 468, by title only

MOTION: Council Member Javier Vargas/Council Member Luis E. Cabrera to approve the Reading of Ordinance No. 468 by title only. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

Mayor Nieves Riedel Aye
Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 468 by title only.

F. Action on Ordinance No. 468

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve Ordinance No. 468, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

Mayor Nieves Riedel announced that Council Member Esteban C. Rosales had an emergency and needed to leave the meeting. He left at 7:14 p.m.

8. SUMMARY OF CURRENT EVENTS

Council Member Javier Vargas reported that last week, he attended the National Association of Latino Elected Officials (NALEO) Annual Conference, along with Council Members Luis E. Cabrera and Lizeth Servin, as well as colleagues from the City of Somerton, Yuma County, and many other Latino leaders from across the country. As a Council Member, he knows firsthand how important it is to have spaces like those where they can connect, learn and work together to make their communities stronger and united. NALEO reminds them that representation matters; their stories and leadership help shape policies that reflect the diversity, strength, and resilience of their people. These gatherings are not just about politics, but rather about purpose and progress. He added that he is proud to be part of this network and is committed to sharing the knowledge and inspiration he gains with his community, utilizing it in the decision-making process to benefit his community.

Council Member Luis E. Cabrera reminded everyone that a Special Council meeting is scheduled for Wednesday, August 6, 2025. It is a follow-up to Robert's Rules of Order, which is on how to conduct official business. Some Council Members did not attend the first session, and they were highly encouraged to join the second session to continue their training and education on how to run a proper meeting and conduct business.

Council Member Maria Cecilia Cruz reported she attended the Yuma Pipeline Project yesterday. This will be 91 miles of gas line and it will eventually cross into Mexico. The city will benefit greatly, as it is aware that the lack of gas infrastructure has led to some business losses. This is a plus for the City of San Luis, its region, and Mexico.

Mayor Nieves Riedel added to Council Member Maria Cecilia Cruz's comment that she had visitors from that project in her office today, from the Mexican delegation, it was very entertaining and informative. She is pleased to know that Mexico is ready to buy this type of energy.

Council Member Luis E. Cabrera also reported that the Gadsden School District will commence its school session on August 6, 2025, and welcomed everyone back to school, wishing a great and successful academic year.

9. EXECUTIVE SESSIONS
Vote to hold Executive Sessions pursuant to A.R.S. § 38-431.03(A) (3)(4) and (7).

9. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. (Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)

9. B. Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3)(4) and (7) on any and all matters regarding a proposal for a forbearance agreement including use of potential proceeds from the potential sale of property to be used to request a court order granting the forbearance agreement terms control the San Luis Regional Detention and Support Center Project revenue allocation for two years in Case No. 62-TR-CV-24-31 Minnesota Second Judicial District for discussion or consultation for legal advice with the City Attorney, in order to consider and instruct the City Attorney regarding the Corporation's position. (Kay Marion Macuil, City Attorney)

9. C. Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) on any and all matters regarding San Luis Proposition 434 on eliminating City Council compensation for discussion or consultation for legal advice with the City Attorney. (Kay Marion Macuil, City Attorney)

9. D. Discussion and possible action to hold an executive session pursuant to A.R.S.§ 38-431.03(A)(3) and (4) on any and all matters regarding certain claims under the Employee Benefits Plans and discussion or consultation for legal advice with the City Attorney. (Jenny Torres, Acting City Manager)

MOTION: Council Member Javier Vargas/Mayor Nieves Riedel to go into executive sessions at approximately 7:18 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Was not present to vote as he left the meeting
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

10. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to go back into Special Session at approximately 9:00 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Was not present to vote as he left the meeting
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

11. DISCUSSION AND POSSIBLE ACTION ITEM:

11. A. Discussion and possible action on any and all matters regarding Resolution No. 2368. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, ordering and calling a Special Election to be held on November 4, 2025, in and for the City of San Luis, Arizona, to submit to the qualified electors of San Luis Proposition No. 434 regarding the City Council's compensation, benefits, and/or travel allowances. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, explained that this resolution calls and orders the Special Election to be held on November 4, 2025, regarding Proposition No. 434. The resolution establishes the election date, in addition to other deadlines, including the deadline for filing arguments.

Council Member Luis E. Cabrera inquired about the timeline for this election.

Mrs. Cornelio responded that there is a timeline, and usually it is not attached to the resolutions, but one is available.

MOTION: Mayor Nieves Riedel/Council Member Lizeth Servin to approve and adopt Resolution No. 2368. The motion passed with four (4) Ayes and one (1) Abstention by Council Member Luis E. Cabrera.

The vote was as follows:

Council Member Luis E. Cabrera	Abstained
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Was not present to vote as he left the meeting
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

12. ADJOURNMENT

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to adjourn the Special Council Meeting at approximately 9:03 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Was not present to vote as he left the meeting
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

APPROVED:

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on July 30, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 08/27/2025

Summary

DISBURSEMENTS
From August 6, 2025, to August 20, 2025
Total $1,646,355.83
(One Million, Six Hundred Forty-Six Thousand, Three Hundred Fifty-Five Dollars and Eighty-Three Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING AUGUST 27, 2025
Disbursement Report from 08/06/2025 TO 08/20/2025

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	08/08/2025	$ 923,584.01	Schedule A
Accounts Payable Check Account	08/15/2025	$ 143,716.69	Schedule B
Payroll Check Account	08/15/2025	$ 575,138.10	Schedule C
Payroll Check Account	08/15/2025	$ 3,917.03	Schedule D

Total Disbursements: $ 1,646,355.83

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: _____

Verified by Finance: _____ RJ Encinas

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
AUG 21 2025
CITY CLERK'S OFFICE

• P.O. Box 7740 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8520 • Fax (928) 341-8549 •

City of San Luis

Payment Register

From Payment Date: 8/4/2025 - To Payment Date: 8/8/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112886	08/06/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	$13,662.96		
112887	08/06/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	$13,830.46		
112888	08/08/2025	Open			Accounts Payable	ABACUS FORENSIC POLYGRAPH, LLC	$275.00		
112889	08/08/2025	Open			Accounts Payable	AIRGAS USA LLC	$240.65		
112890	08/08/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,766.24		
112891	08/08/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$50.00		
112892	08/08/2025	Open			Accounts Payable	ARCOS, HUMBERTO	$118.00		
112893	08/08/2025	Open			Accounts Payable	ARIZONA FURNISHINGS	$3,664.18		
112894	08/08/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$1,656.36		
112895	08/08/2025	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	$1,000.00		
112896	08/08/2025	Open			Accounts Payable	ARROWHEAD FORENSICS	$406.23		
112897	08/08/2025	Open			Accounts Payable	AT&T MOBILITY LLC	$2,630.42		
112898	08/08/2025	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$522.23		
112899	08/08/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$3,167.92		
112900	08/08/2025	Open			Accounts Payable	CALIFORNIA ENVIRONMENTAL CONTROLS, INC	$52,607.25		
112901	08/08/2025	Open			Accounts Payable	CENTURYLINK	$86.97		
112902	08/08/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	$572.96		
112903	08/08/2025	Open			Accounts Payable	CODE PUBLISHING COMPANY	$470.00		
112904	08/08/2025	Open			Accounts Payable	COMITE DE BIENESTAR INC	$2,912.46		
112905	08/08/2025	Open			Accounts Payable	CONFERENCE TECHNOLOGIES, INC.	$2,324.00		
112906	08/08/2025	Open			Accounts Payable	CORE & MAIN LP	$2,095.13		
112907	08/08/2025	Open			Accounts Payable	CORTEZ, DARLENE	$150.00		
112908	08/08/2025	Open			Accounts Payable	DIAZ, GABRIEL	$2,200.00		
112909	08/08/2025	Open			Accounts Payable	ERFERT, RICK	$619.68		
112910	08/08/2025	Open			Accounts Payable	FACTOR SALES, INC.	$233.33		
112911	08/08/2025	Open			Accounts Payable	FERGUSON WATERWORKS	$1,063.42		
112912	08/08/2025	Open			Accounts Payable	FERRELLGAS, LP	$12.81		
112913	08/08/2025	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	$813.55		
112914	08/08/2025	Open			Accounts Payable	GILA ELECTRONIC	$1,357.88		
112915	08/08/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$1,832.18		
112916	08/08/2025	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	$1,310.00		
112917	08/08/2025	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	$295.00		
112918	08/08/2025	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$193.01		
112919	08/08/2025	Open			Accounts Payable	MILLER, DAMIAN	$355.00		
112920	08/08/2025	Open			Accounts Payable	MILLER, DAMIAN	$291.00		
112921	08/08/2025	Open			Accounts Payable	NUNO, JAVIER	$260.00		
112922	08/08/2025	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$726.62		
112923	08/08/2025	Open			Accounts Payable	PERU, JULISSA, ALEJANDRA	$91.00		
112924	08/08/2025	Open			Accounts Payable	PREPAID LEGAL SERVICES	$118.60		
112925	08/08/2025	Open			Accounts Payable	PRIETO, ERNESTO	$64.00		
112926	08/08/2025	Open			Accounts Payable	PUEBLO PIES LLC	$191.47		
112927	08/08/2025	Open			Accounts Payable	PUEBLO PIES LLC	$87.45		

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 8/4/2025 - To Payment Date: 8/8/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112928	08/08/2025	Open			Accounts Payable	RIDGECREST PRODUCTS, INC.	$478.00		
112929	08/08/2025	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	$892.54		
112930	08/08/2025	Open			Accounts Payable	STUDIO CERO NUEVE DESIGNS	$1,695.10		
112931	08/08/2025	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$282.00		
112932	08/08/2025	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$10,947.62		
112933	08/08/2025	Open			Accounts Payable	W.W.GRAINGER, INC	$116.69		
112934	08/08/2025	Open			Accounts Payable	WRIGHT-WAY FAMILY LLC	$1,578.74		
112935	08/08/2025	Open			Accounts Payable	XEROX CORPORATION	$1,277.46		
Type Check Totals:					50 Transactions		$134,593.57		
EFT									
8078	08/08/2025	Open			Accounts Payable	24/7 GET FIT LLC	$500.00		
8079	08/08/2025	Open			Accounts Payable	AMAZON WEB SERVICES INC	$1.88		
8080	08/08/2025	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	$175.00		
8081	08/08/2025	Open			Accounts Payable	ARIZONA STATE TREASURER	$31,895.51		
8082	08/08/2025	Open			Accounts Payable	ARK WIRELESS & NETWORKING	$400.00		
8083	08/08/2025	Open			Accounts Payable	BILL ALEXANDER FORD	$2,366.16		
8084	08/08/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$803.61		
8085	08/08/2025	Open			Accounts Payable	CITY OF YUMA	$42,725.74		
8086	08/08/2025	Open			Accounts Payable	CIVICPLUS, LLC	$10,092.82		
8087	08/08/2025	Open			Accounts Payable	CSC OF YUMA	$508.78		
8088	08/08/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	$212.50		
8089	08/08/2025	Open			Accounts Payable	DESERT WATER STORE INC	$293.31		
8090	08/08/2025	Open			Accounts Payable	FRUTH GROUP INC	$1,147.13		
8091	08/08/2025	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$30.00		
8092	08/08/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$10,960.00		
8093	08/08/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$9,068.05		
8094	08/08/2025	Open			Accounts Payable	LEAGUE OF AZ CITIES & TOWNS	$26,910.00		
8095	08/08/2025	Open			Accounts Payable	LOOMIS	$1,826.74		
8096	08/08/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$43,368.32		
8097	08/08/2025	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	$2,036.66		
8098	08/08/2025	Open			Accounts Payable	NAPA AUTO PARTS	$720.56		
8099	08/08/2025	Open			Accounts Payable	NICKLAUS ENGINEERING	$12,813.70		
8100	08/08/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$9,500.00		
8101	08/08/2025	Open			Accounts Payable	POWERDMS, INC	$7,812.12		
8102	08/08/2025	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	$379.00		
8103	08/08/2025	Open			Accounts Payable	RUSH TRUCK CENTER	$195.79		
8104	08/08/2025	Open			Accounts Payable	SAM'S CLUB	$1,994.91		
8105	08/08/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$370.00		
8106	08/08/2025	Open			Accounts Payable	SEBIS DIRECT INC.	$3,992.08		
8107	08/08/2025	Open			Accounts Payable	SIMS MACKIN, LTD.	$697.50		
8108	08/08/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$3,665.88		
8109	08/08/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	$158.39		
8110	08/08/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$5,372.35		

City of San Luis

Payment Register

From Payment Date: 8/4/2025 - To Payment Date: 8/8/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8111	08/08/2025	Open			Accounts Payable	VERTOSOFT LLC	$31,044.65		
8112	08/08/2025	Open			Accounts Payable	VIKING PAINTING LLC	$509,171.86		
8113	08/08/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$816.00		
8114	08/08/2025	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$300.00		
8115	08/08/2025	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$844.22		
8116	08/08/2025	Open			Accounts Payable	YUMA SUN INC	$2,004.00		
8117	08/08/2025	Open			Accounts Payable	YUMA WINNELSON CO.	$11,815.22		
Type EFT Totals:					40 Transactions		$788,990.44		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	$134,593.57	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	50	$134,593.57	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	$788,990.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	40	$788,990.44	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$923,584.01	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$923,584.01	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**50**	**$134,593.57**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**50**	**$134,593.57**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**40**	**$788,990.44**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**40**	**$788,990.44**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**90**	**$923,584.01**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**90**	**$923,584.01**	**$0.00**

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD
Date: 2025.08.08 11:34:34 -07'00'

City of San Luis

Payment Register

From Payment Date: 8/11/2025 - To Payment Date: 8/15/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112936	08/14/2025	Open			Accounts Payable	MERCADO, JAZMIN	$91.00		
112937	08/14/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	$575.00		
112938	08/14/2025	Open			Accounts Payable	FOP/ALC	$450.00		
112939	08/14/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,264.35		
112940	08/14/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
112941	08/14/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$123.00		
112942	08/14/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,555.00		
112943	08/14/2025	Open			Accounts Payable	ARCEO, DIEGO	$140.00		
112944	08/14/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	$179.25		
112945	08/14/2025	Open			Accounts Payable	BARAJAS GUTIERREZ, MARY	$76.00		
112946	08/14/2025	Open			Accounts Payable	BLUDOT.TECHNOLOGIES INC.	$6,624.00		
112947	08/14/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,146.89		
112948	08/14/2025	Open			Accounts Payable	CAMPA, PRISCILA	$76.00		
112949	08/14/2025	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	$1,276.70		
112950	08/14/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	$108.00		
112951	08/14/2025	Open			Accounts Payable	CENTURYLINK	$5,432.65		
112952	08/14/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$205.41		
112953	08/14/2025	Open			Accounts Payable	CORE & MAIN LP	$457.73		
112954	08/14/2025	Open			Accounts Payable	CRUZ, MARIA, CECILIA	$253.00		
112955	08/14/2025	Open			Accounts Payable	DE LA HOYA, TADEO	$253.00		
112956	08/14/2025	Open			Accounts Payable	DUARTE, YIGAL	$76.00		
112957	08/14/2025	Open			Accounts Payable	DUENAS, ANDREY	$140.00		
112958	08/14/2025	Open			Accounts Payable	EMAZON, JESUS	$180.00		
112959	08/14/2025	Open			Accounts Payable	ENCINAS, JOSE	$200.00		
112960	08/14/2025	Open			Accounts Payable	ESPARZA, ARMANDO	$113.00		
112961	08/14/2025	Open			Accounts Payable	FELIX FELIX, YESENIA	$140.00		
112962	08/14/2025	Open			Accounts Payable	FERGUSON WATERWORKS	$3,567.66		
112963	08/14/2025	Open			Accounts Payable	FX TACTICAL, LLC	$210.80		
112964	08/14/2025	Open			Accounts Payable	GARCIA, PABLO	$360.00		
112965	08/14/2025	Open			Accounts Payable	GH MANAGEMENT, LLC	$8,567.80		
112966	08/14/2025	Open			Accounts Payable	HUMPHREY, JEREMY	$133.00		
112967	08/14/2025	Open			Accounts Payable	IPS GROUP INC	$593.54		
112968	08/14/2025	Open			Accounts Payable	ISCA, INC	$4,640.90		
112969	08/14/2025	Open			Accounts Payable	ITURBIDE, VANESSA	$96.00		
112970	08/14/2025	Open			Accounts Payable	LEAL RUBIO, JUAN	$76.00		
112971	08/14/2025	Open			Accounts Payable	LINDE GAS & EQUIPMENT INC.	$339.87		
112972	08/14/2025	Open			Accounts Payable	LOPEZ, ENRIQUE	$133.00		
112973	08/14/2025	Open			Accounts Payable	LOPEZ, ISIDRO	$310.00		
112974	08/14/2025	Open			Accounts Payable	LOPEZ, XOCHITL	$43.34		
112975	08/14/2025	Open			Accounts Payable	LOWE'S HIW, INC.	$11,072.90		
112976	08/14/2025	Open			Accounts Payable	LRC CONSTRUCTION LLC	$117.00		
112977	08/14/2025	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	$59.00		

SCHEDULE B

City of San Luis

Payment Register

From Payment Date: 8/11/2025 - To Payment Date: 8/15/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112978	08/14/2025	Open			Accounts Payable	PERFECT RULES INC.	$2,500.00		
112979	08/14/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	$555.00		
112980	08/14/2025	Open			Accounts Payable	REYES, ANGELICA, F	$7.60		
112981	08/14/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	$280.00		
112982	08/14/2025	Open			Accounts Payable	RIVERSIDE ENVIRONMENTAL SERVICES, INC.	$2,000.00		
112983	08/14/2025	Open			Accounts Payable	RUIZ, IGNACIO	$140.00		
112984	08/14/2025	Open			Accounts Payable	SABORI, MARIA	$133.00		
112985	08/14/2025	Open			Accounts Payable	SANDOVAL GARCIA, DANYAEL	$144.00		
112986	08/14/2025	Open			Accounts Payable	SERVIN, LIZETH	$253.00		
112987	08/14/2025	Open			Accounts Payable	SIGN PRO	$643.30		
112988	08/14/2025	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$356.78		
112989	08/14/2025	Open			Accounts Payable	THE HOME DEPOT	$4,272.72		
112990	08/14/2025	Open			Accounts Payable	TORRES, OMAR	$290.00		
112991	08/14/2025	Open			Accounts Payable	TRIKKE TECH INC	$29,500.00		
112992	08/14/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	$320.00		
112993	08/14/2025	Open			Accounts Payable	VARGAS, JAVIER	$253.00		
112994	08/14/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	$440.00		
112995	08/14/2025	Open			Accounts Payable	VIZCARRA ACUNA, ERNESTO, ADOLFO	$360.00		
112996	08/14/2025	Open			Accounts Payable	XEROX CORPORATION	$633.14		
112997	08/14/2025	Open			Accounts Payable	YUMA SOUTHWEST CONTRACTORS ASSOC	$200.00		
112998	08/14/2025	Open			Accounts Payable	ECOVERDE, LLC	$406.02		
Type Check Totals:					63 Transactions		$98,158.35		
EFT									
8118	08/14/2025	Open			Accounts Payable	24/7 GET FIT LLC	$2,052.00		
8119	08/14/2025	Open			Accounts Payable	4 IMPRINT	$1,613.45		
8120	08/14/2025	Open			Accounts Payable	ALLKIOSK LLC	$1,122.20		
8121	08/14/2025	Open			Accounts Payable	AMBERLY'S PLACE	$250.00		
8122	08/14/2025	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$117.37		
8123	08/14/2025	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	$800.00		
8124	08/14/2025	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$348.00		
8125	08/14/2025	Open			Accounts Payable	BILL ALEXANDER FORD	$3,113.93		
8126	08/14/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$756.05		
8127	08/14/2025	Open			Accounts Payable	BORDER GYM	$350.00		
8128	08/14/2025	Open			Accounts Payable	BSN SPORTS	$1,130.00		
8129	08/14/2025	Open			Accounts Payable	CDWG	$1,264.79		
8130	08/14/2025	Open			Accounts Payable	CITY OF YUMA	$6,434.50		
8131	08/14/2025	Open			Accounts Payable	DESERT WATER STORE INC	$360.05		
8132	08/14/2025	Open			Accounts Payable	DIGITAL ROOM LLC	$403.76		
8133	08/14/2025	Open			Accounts Payable	FRUTH GROUP INC	$1,175.89		
8134	08/14/2025	Open			Accounts Payable	GARCIA, JESUS	$500.00		
8135	08/14/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$500.00		
8136	08/14/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$75.00		
8137	08/14/2025	Open			Accounts Payable	POLAR COOLING LLC	$1,754.75		
8138	08/14/2025	Open			Accounts Payable	PURCHASE POWER	$200.00		

City of San Luis

Payment Register

From Payment Date: 8/11/2025 - To Payment Date: 8/15/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8139	08/14/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$4,575.05		
8140	08/14/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	$352.91		
8141	08/14/2025	Open			Accounts Payable	RWC INTERNATIONAL LTD	$53.19		
8142	08/14/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$2,775.00		
8143	08/14/2025	Open			Accounts Payable	ULINE, INC.	$3,913.98		
8144	08/14/2025	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$431.33		
8145	08/14/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,414.25		
8146	08/14/2025	Open			Accounts Payable	YUMA NURSERY LLC	$3,737.54		
8147	08/14/2025	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$1,628.35		
8148	08/14/2025	Open			Accounts Payable	YUMA SUN INC	$2,355.00		
Type EFT Totals:					31 Transactions		$45,558.34		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	$98,158.35	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	63	$98,158.35	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$45,558.34	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	31	$45,558.34	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$143,716.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 8/11/2025 - To Payment Date: 8/15/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	94		$143,716.69	$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	$98,158.35	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	63	$98,158.35	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$45,558.34	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	31	$45,558.34	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$143,716.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	94	$143,716.69	$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD
Date: 2025.08.14 17:50:24 -07'00'

Pay Day Register

Pay Date Range 07/26/25 - 08/08/25
Pay Batch 202517

Pay Batch 202517 Total
Employees in Pay Batch 362
Female Employees in Pay Batch 103

Hours Description	Hours	Gross
100 - REGULAR	25,839.7000	679,662.09
1000 - ADMIN LEAVE	38.0000	1,468.32
1001 - LEAVE WITHOUT PAY	111.9200	.00
1005 - BEREAVEMENT	34.0000	904.41
1007 - ON CALL WORKED HOURS	24.5000	560.52
1009 - PART TIME	1,019.7500	16,346.94
1010 - PART TIME FIREFIGHTERS	106.0000	2,413.44
1012 - LEAVE WITH PAY	10.0000	293.70
105 - MILITARY LEAVE	40.0000	1,118.00
201 - OVERTIME	849.5000	34,766.92
202 - OP STONE GARDEN- O.T.	697.0000	35,543.94
2023 - FMLA - SICK LEAVE	120.0000	2,638.40
2036 - MARSHALS OT	10.0000	434.25
2038 - FMLA - LEAVE WITHOUT	72.0000	.00
210 - SRO	145.0000	4,174.61
300 - VACATION EARNED	1,364.9100	.00
301 - VACATION USED	1,215.7700	31,906.67
400 - SICK EARNED	1,338.7300	.00
405 - SCHEDULED SICK LEAVE	328.1100	10,201.69
406 - UNSCHEDULED SICK LEAVE	465.5000	12,246.16
501 - WC PUBLIC SAFETY USED	1.5000	41.93
502 - ON CALL PAY I.T.	.0000	100.00
503 - STAND-BY PAY	662.0500	1,324.10
901 - COMPENSATION USED	6.3750	111.17
921 - STEP OVERTIME	5.0000	289.43
923 - BORDER FITNESS - GYM	.0000	425.00
932 - 24-7 GET FIT - GYM	.0000	1,890.00
956 - PD - MIDNIGHT SHFT	.0000	50.00
965 - PD - STAND-BY PAY	.0000	2,034.00
967 - FD - SPECIAL ASSIGNEMNT	60.0000	120.00
Total	34,565.3150	$841,065.69

Withholdings and Deductions		Gross Base
Gross	841,065.69	
Imputed Income		
FEDERAL TAX WITHHOLDING	52,726.32	720,978.68
SOCIAL SECURITY TAX	52,145.93	841,065.69
MEDICARE	12,195.42	841,065.69
STATE WITHHOLDING	15,082.09	720,978.68
24-7 GET FIT- GYM	1,890.00	.00
AM. FIDELITY - HEALTH FSA	25.00	.00
AM. FIDELITY- ACCIDENT-POST	25.01	.00
AM. FIDELITY- ACCIDENT-PRE	492.45	.00
AM. FIDELITY- CANCER-POST	43.30	.00
AM. FIDELITY- CANCER-PRE TAX	157.40	.00
AM. FIDELITY- GCI -POST TAX	73.09	.00
AM. FIDELITY- GHI- PRE TAX	275.40	.00
AM. FIDELITY- LIFE -POST TAX	316.48	.00
AM. FIDELITY- TX LIFE -POST	191.18	.00
AZ COPS - SLPD	575.00	.00
AZ STATE RETIREMENT	57,379.72	483,809.68
BORDER GYM - GYM	425.00	.00
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	1,120.00	.00
DEFERRED COMP - ROTH	357.27	9,610.22
DEFERRED COMPENSATION	2,730.00	.00
DEFERRED COMPENSATION	1,056.93	8,690.49
FOP/ALC	450.00	.00
GARNISHMENT - CHILD	3,029.89	.00
IAFF- FIRE DEPT	1,555.00	.00
LEGAL SHIELD	59.31	.00
LONG TERM DISABILITY	677.31	483,809.68
MANHATTANLIFE ASSURANCE	96.51	.00
MEX ONLY DENTAL - EE &	192.36	.00
MEX ONLY DENTAL - EE &	463.98	.00
MEX ONLY DENTAL - EE &	201.52	.00
MEX ONLY HEALTH - EE & CH	536.76	.00
MEX ONLY HEALTH = S	494.70	.00
MEXICO ONLY HEALTH - EE &	2,699.79	.00
MEXICO ONLY HEALTH - EE &	536.76	.00
MISCELLANEOUS	245.00	.00
PAC FUND- FIRE DEPT.	123.00	.00

Benefits		Gross Base
ASRS ALTERNATE	844.04	8,656.80
AZ STATE RETIREMENT	57,379.72	483,809.68
DENTAL = FAMILY	457.70	.00
LONG TERM DISABILITY	677.31	483,809.68
MEDICAL MEX ONLY - EE &	2,179.71	.00
MEDICAL MEX ONLY - EE &	10,963.46	.00
MEDICAL MEX ONLY - EE &	2,179.71	.00
MEDICAL MEX ONLY - EE ONLY	4,451.28	.00
MEX & US HEALTH = EE	57,844.08	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE &	360.62	.00
MEX ONLY DENTAL - EE &	156.64	.00
MEX ONLY DENTAL - EE ONLY	203.50	.00
PSPRS - ALTERNATE	225.12	2,814.04
PSPRS FIRE DB NORM - TIER 1	9,411.18	75,591.60
PSPRS FIRE DB NORM - TIER 2	632.01	5,076.34
PSPRS FIRE DB NORM - TIER 3	5,825.85	67,040.93
PSPRS FIRE DB UNFUND - TIER	1,723.48	75,591.60
PSPRS FIRE DB UNFUND - TIER	115.74	5,076.34
PSPRS FIRE DB UNFUND - TIER	1,669.36	67,040.93
PSPRS POLICE DB NORM - TIER	7,246.69	75,251.24
PSPRS POLICE DB NORM - TIER	1,366.76	14,192.67
PSPRS POLICE DB NORM - TIER	6,029.94	69,389.59
PSPRS POLICE DB UNFUND -	3,672.25	75,251.24
PSPRS POLICE DB UNFUND -	692.60	14,192.67
PSPRS POLICE DB UNFUND -	3,603.48	69,431.52
STANDARD LIFE	3,118.45	.00
STANDARD LTD	1,524.22	281,434.24
STANDARD STD	5,083.48	.00
U.S. MEX DENTAL - EE &	382.56	.00
U.S. MEX DENTAL - EE &	159.40	.00
US & MEX DENTAL - EE	3,046.08	.00
US & MEX HEALTH = C	28,582.96	.00
US & MEX HEALTH = FAMILY	31,521.73	.00
US & MEX HEALTH = SP	7,976.64	.00
VISION - SINGLE	1,217.66	.00
VSP- VISION	598.50	.00
Total	$263,273.43	

SCHEDULE C

Pay Day Register

Pay Date Range 07/26/25 - 08/08/25
Pay Batch 202517

PS DEFERRED COMP - ROTH	810.00	.00
PS DEFERRED COMP - ROTH	453.14	5,449.21
PS DEFERRED COMP TIAA -	424.03	10,833.37
PS DEFERRED COMPENSATION	2,180.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,815.22	62,943.95
PSPRS FIRE DB RATE - TIER 1b	967.55	12,647.65
PSPRS FIRE DB RATE - TIER 2	388.34	5,076.34
PSPRS FIRE DB RATE - TIER 3	5,825.85	67,040.93
PSPRS POLICE DB RATE - TIER	3,885.98	50,796.92
PSPRS POLICE DB RATE - TIER	1,870.75	24,454.32
PSPRS POLICE DB RATE - TIER 2	1,085.74	14,192.67
PSPRS POLICE DB RATE - TIER 3	6,029.94	69,389.59
STANDARD LIFE ADDTNL	882.38	.00
TRANSWESTERN MEXICAN	141.00	.00
U.S. MEX DENTAL - EE &	492.72	.00
U.S. MEX DENTAL - EE &	205.30	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	589.26	.00
US & MEX HEALTH = C	7,038.67	.00
US & MEX HEALTH = FAMILY	7,762.40	.00
US & MEX HEALTH = S	6,427.12	.00
US & MEX HEALTH = SP	1,964.28	.00
VSP - VISION CHILDREN	236.98	.00
VSP - VISION FAMILY	376.38	.00
VSP - VISION SPOUSE	181.22	.00
Net	$575,138.10	

Employer Taxes		Gross Base
MEDICARE	12,195.42	841,065.69
SOCIAL SECURITY TAX	52,145.93	841,065.69
SUTA/UNEMPLOYMENT	4,822.77	803,785.56
Total	$69,164.12	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,648.72	76,816.13
ANIMAL CONTROL OFFICERS	80.04	3,557.45
ATTORNEY- ALL & CLERICAL-	74.75	33,981.25
AUTO SERVICE/ REPAIR	289.21	10,366.00
BUILDING- NOC OPER BY	1,120.52	30,953.61
BUS COMPANY AND DRIVERS	83.99	1,521.61
CLERICAL OFFICE/ LIBRARY/	459.03	191,262.09
Electrician	73.78	2,349.60
FIREFIGHTERS & DRIVERS	3,789.42	79,777.14
GARBAGE/ ASH/ REFUSE	678.82	10,861.07
Homemaker Service	44.67	1,950.60
Motion Picture Production	16.67	2,565.19
MUNICIPAL/ TOWN/	983.39	56,193.55
PARKS- NOC ALL EMPLOYEES	912.12	29,423.37
POLICE OFFICERS	8,588.86	180,817.86
RECREATION- ALL EMPLOYEES/	301.70	22,020.62
SEWAGE DISPOSAL/ PLANT	1,341.14	38,985.83
Street or Road Construction	3,289.04	37,248.40
WATERWORKS OPERATIONS	1,055.37	30,414.32
Total	$26,831.24	

Mario A. Rodriguez

Digitally signed by: Mario A. Rodriguez
DN: CN = Mario A. Rodriguez email = mrodriguezg@sanluisaz.gov C = US O = City of San Luis OU = Finance Department
Date: 2025.08.14 16:30:23 -07'00'

Direct Deposits	Amount
1st Bank Yuma	43,143.22
ACADEMY BANK	2,909.67
Ally Bank	1,588.26
America First	1,652.22
AVENIR FINANCIAL	48,744.58
Bank of America	6,303.57
Bankcorp	200.00
BANKCORP BANK	500.00
CAPITAL ONE	1,843.49
Charles Sch	250.00
Chase Bank	267,979.20
CHASE BANK CA	2,802.58
CHASE BANK MORGAN	1,725.33
CHASE BANK TX	1,500.00

Pay Day Register

Pay Date Range 07/26/25 - 08/08/25
Pay Batch 202517

chase centro	2,073.83
discover	400.00
FF CREDIT UNION	2,374.92
FIDELITY	116.46
FIREFIGHTER FIRST CREDIT UNION	13,413.04
HUGHES FCU	1,980.61
MECHNICS BANK	258.82
National Bank	1,350.82
Navy Federal	34,320.72
NBKC Bank - Acorns	1,127.06
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	804.39
PATHWARD	1,509.17
SOFI BANK	3,049.01
Sunbank	1,914.13
THE FOOTHILLS BANK	723.01
USAA FEDERAL SAVING	1,650.64
VANTAGE WEST	2,167.20
WASHINGTON FEDERAL	1,322.26
Wells Fargo	108,379.51
WELLS FARGO ARKANSAS	1,909.03
WELLS FARGO CA	3,912.74
WELLS FARGO CALE	983.75
WELLS FARGO YUMA	2,904.40
Total	$569,907.64
Check	$5,230.46

Pay Day Register

Pay Date Range 08/01/25 - 08/31/25
Pay Batch 202508M

Pay Batch 202508M Total
Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
Total	0.0000	$7,550.00

Withholdings and Deductions		Gross Base
Gross	7,550.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	126.93	4,738.86
SOCIAL SECURITY TAX	468.10	7,550.00
MEDICARE	109.48	7,550.00
STATE WITHHOLDING	114.24	4,738.86
ASRS Council	260.92	2,200.00
ASRS LTD Council	3.08	2,200.00
Council Retirement EORP	117.00	900.00
Dental Council	133.33	.00
EODCRS - COUNCIL	356.00	4,450.00
EODCRS - DISABILITY	6.23	4,450.00
Medical Council	1,895.84	.00
Vision Council	41.82	.00
Net	$3,917.03	

Benefits		Gross Base
ASRS Council	260.92	2,200.00
ASRS LTD Council	3.08	2,200.00
ASRS/EORP - LEGACY RATE	1,291.40	2,200.00
Dental Council	249.44	.00
EODCRS - COUNCIL	267.00	4,450.00
EODCRS - DISABILITY	6.23	4,450.00
EODCRS/EORP LEGACY RATE	2,385.65	4,450.00
Health Council	8,881.85	.00
Retirement Council EORP	636.30	900.00
Vision Council	76.98	.00
Total	$14,058.85	

Employer Taxes		Gross Base
MEDICARE	109.48	7,550.00
SOCIAL SECURITY TAX	468.10	7,550.00
SUTA/UNEMPLOYMENT	45.30	7,550.00
Total	$622.88	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	132.13	7,550.00
Total	$132.13	

Direct Deposits	Amount
1st Bank Yuma	1,326.34
CAPITAL ONE	651.91
Chase Bank	1,227.08
Navy Federal	104.92
Wells Fargo	606.78
Total	$3,917.03

Check $0.00

Mario A. Rodriguez

Digitally signed by: Mario A. Rodriguez
DN: CN = Mario A. Rodriguez email = mrodriguezg@sanluisaz.gov C = US O = City of San Luis OU = Finance Department
Date: 2025.08.14 16:31:28 -07'00'

SCHEDULE D

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 08/27/2025

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Yigal Duarte, Economic Development Assistant, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Fiscal Year 2025-2026 for the 4FrontED annual contribution. **(Armando Esparza, Director of Economic Development & Government Affairs)**

SUMMARY:

IGA Organizational Structure: 4FrontED was created through an Intergovernmental Agreement ("IGA") which includes the municipalities within Yuma County and Yuma County. The Board consists of the mayors of each municipality in the county and a county supervisor. The staff is each community's economic development staff or designee. 4FrontED hires an Executive Director. The City of San Luis is the Fiscal Agent. The IGA was set to expire on February 13, 2024, but it automatically renewed when the participating entities elected not to give thirty (30) days' notice.

Service: 4FrontED provides a bi-national program focused on education, economic development, infrastructure, and tourism in the region of the U.S.-Mexican Border, communicating with California, Baja California Norte, Sonora, and Arizona border regions to mutually uplift the economy of the region.

Amount: 4FrontED calculated the contribution at forty-five cents (45¢) per capita per member jurisdiction, up from twenty cents (20¢) per capita per member jurisdiction (causing an increase of $8,377.35 this year). Section 2.2 of the 4FrontED Intergovernmental Agreement states: "The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue ("ADR") population estimates and on the recommendation of the 4FrontED staff and the approval of all the Parties through their respective budgeting and procurement procedures." In 2022, 4FrontED recommended using the Arizona Commerce Authority, Office of Economic Opportunity's ("ACA") estimate because it includes an estimate for unincorporated areas of the County and ADR does not. 4FrontED's Board met on April 8, 2024, and came to a consensus that the increase was needed to sustain the program.

The calculation for San Luis is $0.45 per capita times 38,149, the ACA's estimated population for San Luis for the year 2023, for a total of $17,167.05. On May 8, 2024, the City Council approved a budget of $19,000.00 for 4FrontED.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRIBUTION TO 4FRONTED IN THE AMOUNT OF $17,167.05 FOR THE FISCAL YEAR 2025-2026

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$17,167.05
BUDGETED AMOUNT:	$19,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 - Contractual Services $476,500.00

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

This annual contribution is included in the fiscal year budget 2026. The budgeted amount for 4FrontED is $19,000.00. There is a total of $476,500.00 budgeted for all contractual services for the entire fiscal year 2026.

Attachments

4FRONTED IGA

4FRONTED Board Minutes

City-County Contributions

CONFORMED COPY
2019-07687 RESOLUTION
03/28/2019 11:25:58 AM Pages: 32 Fees: $21.50
Requested By:SAN LUIS CITY OF
Recorded By: mlopez
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, ARIZONA
ATTN: CITY CLERK

The above area is to be reserved for recording information

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CAPTION HEADING:

Resolution No. 2063

For the continued support of Economic Development in the Greater Yuma Region

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2063

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO THE 4FRONTED BINATIONAL PROGRAM THROUGH AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WELLTON, THE CITIES OF SOMERTON AND YUMA, AND YUMA COUNTY FOR THE CONTINUED SUPPORT OF ECONOMIC DEVELOPMENT OF THE GREATER YUMA REGION.

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

Section 1. That it is deemed in the best interest of City of San Luis and its residents that the city enter into an Amended and Restated Intergovernmental Agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region;

Section 2. That a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full;

Section 3. That the Mayor or City Manager and his designee are hereby authorized and directed to execute this Amended and Restated Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect; and

Section 4. That the San Luis City Clerk and her designee are authorized and directed to maintain this Amended and Restated Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the other Parties to said Agreement.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 13th day of February 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FRONTED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This Amended and Restated Agreement (this "Agreement") is made as of the date of the last governing agencies' signature below, this 13th day of February, 2019, (the "Agreement Date").

This Agreement is made among the following governmental agencies:

City of San Luis, an Arizona municipal corporation
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

City of Somerton, an Arizona municipal corporation
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

Town of Wellton, an Arizona municipal corporation
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

City of Yuma, an Arizona municipal corporation with Charter
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

County of Yuma, a body corporate and politic of the State of Arizona
198 West Main Street
Yuma, Arizona 85364 (the "County").

The above governmental agencies may be referred to individually as a "Party," and collectively as the "Parties" or as the "Cities and County." The governmental agencies which are municipalities may be referred to collectively as the "Cities." The Cities and County comprise a funding committee of the area inside Yuma County for the sole purposes of this Agreement.

RECITALS

A. The Parties entered into an Intergovernmental Agreement dated September 19, 2016, to promote economic development of the Region (the "Original Agreement").

B. The County and the Cities joining in this Agreement wish to continue to have a formalized

multilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

C. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11.

D. The County and the Cities support the 4FrontED Binational Program objectives which include but are not limited to the following:

Binational Cluster Development

1. Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the Region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.

- Engage the Region's manufacturers in RevAZ (Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExporTech Boot Camp.

- Further leverage the economic benefit of the agriculture trade moving through the San Luis II Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-added produce opportunities in packaged food.

- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to develop a larger footprint in the Region.

- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the Region, impact the regional tax base, and attract new revenues to the Region resulting in an expanded economy

through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the Investing in Manufacturing Communities Partnership (IMCP) strategy working collaboratively to develop and promote advanced manufacturing.

- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED Region.

- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

2. Strengthen Binational Workforce Development.

- Broaden the educational exchange among the Region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.

- Collaborate with Arizona Western College, Northern Arizona University, Arizona State University, University of Arizona and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

3. Develop binational tourism.

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational Region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.

- Implement a strategy to develop and attract medical tourism to the 4FrontED Region.

- Develop and promote a binational calendar of events.

4. Leverage port of entry and border infrastructure investments.

- Aggressively promote the San Luis commercial port of entry, San Luis II Port of Entry.

- Continue to pursue improvements to the ports of entry.

- Pursue increased ports of entry staffing to improve efficiencies of border crossings.

- Build cross-border public transportation, bicycling and pedestrian improvements.

5. Spur innovation and entrepreneurism.

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.

- Make the 4FrontED binational Region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

6. Maximize developable industrial land.

- Move forward with economic development strategies to ensure that the industrial border land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

7. Continue to improve regional infrastructure.

- The Cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, Yuma and Yuma County are committed to building a rail connection between the City of San Luis Rio Colorado and Yuma to support economic development.

- Work to implement project priorities identified in the Border Master Plans (2013)

- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meaning:

1.1 "Binational Program" means the 4FrontED Binational Program for attracting businesses for

regional economic development and growth as described in this Agreement.

1.2 "Region" means Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora; and regions within Baja California, Mexico.

SECTION TWO. GENERAL PROVISIONS

2.1 San Luis is the "Fiscal Agent" responsible for administering the funds for the Binational Program. The Fiscal Agent is the Finance Director for the City of San Luis. San Luis shall only use the funds for the objectives stated in this Agreement's recitals, and the funds expended, shall not exceed the one-year budget as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Fiscal Agent shall not distribute and expend any funds without the prior authorization from the Executive Director and or at least one other Party. The Fiscal Agent is responsible for the engagement of the services of the Executive Director, as defined in this section, along with the rest of the Cities and the County, and for preparing and providing expenses and budget reports to the other Cities and the County on a quarterly basis. The reports shall be prepared in accordance with generally accepted accounting principles.

2.2 Through their respective budgeting processes, the Parties shall budget for and contribute to the funding of services for a bilingual and bi-cultural executive director ("Executive Director") and related economic activities. Each Parties funding amount shall be based on twenty cents (20¢) per capita and using the Parties' 2017 population estimates from the Arizona Department of Revenue, attached hereto as a part of Exhibit A, and incorporated herein by reference. The 2017 population estimates and respective Parties contribution is as follows:

Location	Population	Contribution
San Luis, AZ	35,289	$ 7,058.00
Somerton	17,103	$ 3,421.00
Wellton	3,171	$ 634.00
Yuma City	101,620	$ 20,324.00
Yuma County[1]	64,465	$ 12,893.00
Total	**221,648**	**$ 44,330.00**

[1] Yuma County population only includes population not within an incorporated area.

The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue population estimates and on the recommendation of the 4FrontED staff and the approval of all of the Parties through their respective budgeting and procurement procedures.The funds should be submitted to the Fiscal Agent by August 1st of each year.

2.3 The County and the Cities may, through the Fiscal Agent, engage the services of an Executive Director to manage the Binational Program. The Executive Director responsibilities include, but are not limited to, maintaining websites and social media accounts for 4FrontED, preparing and giving presentations to large groups, promoting the binational Region and being the main link between organizations on both sides of the border.

2.4 The County and the Cities shall, through the Fiscal Agent, contract with any other contractor(s) or entity/entities to meet the goals as stated in this Agreement.

2.5 The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other cities in Mexico as deemed appropriate.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any Party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period. Any such Party shall diligently endeavor to remove or overcome such inability with all reasonable dispatch. If a Party cannot remove or overcome its force majeure, then such Party may terminate its participation in this Agreement by providing 30 days of written notice to the other Parties. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement on account of any other causes not reasonably within the control of the Party.

SECTION FOUR. TERM OF AGREEMENT; EXTENSION; RENEWAL

4.1 Original Agreement: The term of the Original Agreement was from September 19, 2016, to September 19, 2017. The Original Agreement is attached hereto at Exhibit B.

4.2 Extension: This Agreement extends the term of the Original Agreement retroactively. The term of Original Agreement shall terminate as of the Agreement Date of this Agreement.

4.3 Effective: This Agreement shall be effective upon the Agreement Date. The Agreement Date is the date the last Party signs this Agreement. There shall be no gap in time between the extension of the Original Agreement and the Agreement Date.

4.4 Term: The term of this Agreement shall be from the Agreement Date for a period of five years and shall automatically renew for up to five successive one-year terms (the "Renewal Terms") unless terminated by all of the Parties pursuant to the terms of this Subsection 4.6 below.

4.5 Termination by Individual Party: With or without cause, a Party may terminate its participation in this Agreement upon providing all the other Parties written notice of termination a minimum of thirty (30) days prior to the termination date. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining participating Parties. If an individual Party terminates its participation in the Agreement, such Party shall not receive a reimbursement of the funds it contributed pursuant to this Agreement except as set forth in Section 4.9.

4.6 Termination of Entire Agreement: If all Parties terminate this Agreement, this Agreement shall terminate within 30 days of termination. The Agreement terminates upon all but one of the Parties electing to terminate their participation in this Agreement pursuant to Section 4.5 above.

4.7 Termination by Failure to Contribute: If a Party fails to contribute the amount required pursuant to Subsection 2.2 above, the Fiscal Agent may request said contribution from the Party in breach. If within twelve months from the date of the request for contribution, the Party has not cured its breach, then the breaching Party shall be deemed to have terminated its participation in this Agreement. A Party may reinstate its participation in this Agreement by making its contribution pursuant to Subsection 2.2 above, in the amount applicable to the year the Party wishes to reinstate.

4.8 Continuation Subject to Appropriation: Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriations of funds. Should any Party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of any Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such Party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to any Party's termination of this Agreement pursuant to Subsection 4.7.

4.9 Disposition of Funds: Upon termination or expiration of this Agreement, the Fiscal Agent shall return any and all remaining unexpended funds to the Cities and the County in a pro-rata proportion of the amounts originally contributed by each Party.

SECTION FIVE. SEVERABILITY

The Parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance. It is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement. The rights and obligations of the Parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This Agreement may be executed in counterparts, and the counterparts may be exchanged by electronic transmission (including by email), each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

SECTION SEVEN. WORKERS' COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

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SECTION EIGHT. INDEMNIFICATION

To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless every other Party (as indemnitee) from and against any and all claims, losses, fines, penalties, damages, judgments, liabilities, costs, or expenses (including reasonable attorney fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused, in whole or in part, by the negligent acts, directives, errors, omissions, or misconduct, or other fault of the Indemnitor may be legally liable. The Indemnitee and Indemnitor shall cooperate with each other in fulfilling their obligations under this section. Within ten (10) day after indemnitee receives a notice of claim that is likely to become subject to this indemnity provision, such Party shall provide written notice to the indemnitor(s) ("Claim Notice"). Indemnitee's failure to provide a Claim Notice to indemnitor does not relieve indemnitor of any liability that indemnitor may have to indemnitee, but in no event shall indemnitor be liable for any Claims that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Claims (to the extent that the nature and amount of the Claims are known at the time). Indemnitee shall furnish promptly to indemnitor copies of all papers and official documents received in respect of any Claims. The obligations under this Section Eight shall survive a Party's individual termination of its participation and the termination of this Agreement as a whole.

SECTION NINE. INSURANCE COVERAGE

The Parties shall have for the duration of their participation in this Agreement insurance coverage in the U.S. Dollar amounts listed in the below table, and shall provide proof to any other Party upon request. If a Party carries out the terms of this Agreement in Mexico, that Party shall obtain Mexican Insurance in sufficient amount to cover those activities.

General Liability per Occurrence	$2,000,000
General Liability in the Aggregate	$6,000,000
Auto combined single limit	$2,000,000
Workers' Compensation	Arizona Statutory Limits
All Workers' Compensation Employer Liability	$1,000,000

SECTION TEN. MISCELLANEOUS PROVISIONS

10.1 Compliance with the Law: The Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rules, and regulation including but not limited to

conflicts of interest at A.R.S. § 38-511 and e-verify at A.R.S. §41-4401 and 23-214. The Parties certify by signing this Agreement that they do not participate in and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

10.2 Notices: All notices to be given under this Agreement, or which may be given by any Party to the other Parties, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by a process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the City Manager and City Attorney or County Administrator and County Attorney of each respective Party at their official addresses.

10.3 Waiver: No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

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

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

10.6 Amendment of the Agreement: No changes or additions are to be made to this Agreement except by written amendment executed by all of the Parties.

10.7 Governing Law: The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

10.8 Venue:The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

10.10 No Agency Created: It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other similar arrangements among the Parties.

10.11 No Personal Liability: No member, official, or employee of the Parties shall be personally liable for any breach of this Agreement.

10.12 Time is of the essence: Time is of the essence in this Agreement.

10.13 Entire Agreement: This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement among the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

The Parties have executed this Agreement in Yuma County, Arizona as of the date of their respective signatures set forth below.

[Intentionally left blank, signature pages follow.]

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

Date: 2/13/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kay Marion Macuil, City Attorney

CITY OF SOMERTON

Gerardo Anaya, Mayor

Date: 2/5/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jorge Lozano, City Attorney

TOWN OF WELLTON

Cecilia C. McCollough

Cecilia C. McCollough, Mayor

Date: 2/5/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, Town Attorney

CITY OF YUMA

Douglas J. Nicholls, Mayor

Date: 3/20/2019

Gregory K. Wilkinson

Date: 3/20/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Richard W. Files, City Attorney

Approved at the City Council Meeting of:
March 6, 2019
City Clerk:

COUNTY OF YUMA

_____ For

Marco Antonio Reyes, Chair of the Board of Supervisors

Date: 2/20/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____

Jon R. Smith, Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

Location	Population	Contribution
San Luis, AZ	35,289	$ 7,058.00
Somerton	17,103	$ 3,421.00
Wellton	3,171	$ 634.00
Yuma City	101,620	$ 20,324.00
Yuma County[1]	64,465	$ 12,893.00
Total	**221,648**	**$ 44,330.00**

EXHIBIT B
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Original Agreement]

INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This AGREEMENT is made on this 25th day of October 2017 (the "Agreement Date"), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at
198 South Main Street
Yuma, Arizona 85364 (the "County").

The above-listed cities are known collectively as (the "Cities" and" the "County"). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

RECITALS

A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.

B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11

C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturers in RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the region, impact the regional tax base, and attract new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.
- Collaborate with Arizona Western College, Northern Arizona University and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Region" means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

SECTION TWO. GENERAL PROVISIONS

A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.

B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties' 2015 population estimates as follows:

Location	Population	Contribution
San Luis, AZ	34,001	$ 6,800.00
Somerton	15,759	$ 3,152.00
Wellton	3,101	$ 620.00
Yuma City	97,950	$ 19,590.00
Yuma County[1]	64,180	$ 12,836.00
Total	**214,991**	**$ 42,998.00**

[1] Yuma County population only includes population not within an incorporated area.

C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.

D. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.

E. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.

F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.

G. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the 25th day of October 2017 and shall have a term of one year, ending the 25th day of October 2018 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds to the Cities and the County in proportion to the amounts originally disbursed by each party.

SECTION FIVE. SEVERABILITY

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This agreement may be executed in counterparts, any of which shall be deemed to be an original.

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis
By _____
Gerardo Sanchez
Mayor

This 28 day of December 2017

The City of Somerton
By: _____
Jose Yepez
Mayor

This 4 day of December 2017

The Town of Wellton
By: Cecilia C. McCullough
Cecilia C. McCullough
Mayor

This 2nd day of November 2017

The City of Yuma
By: _____
Douglas Nicholls
Mayor

This 1st day of November 2017

The County of Yuma
By: _____
Marco A. (Tony) Reyes
Chair of the County Board of Supervisors

This 16th day of October 2017

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 25 day of October, 2017

Kay Marion Macuil

Kay Marion Macuil
San Luis City Attorney

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this 4th day of December, 2017

Jorge Lozano
Somerton City Attorney

I hereby state that I am an attorney for the Town of Wellton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the Town of Wellton, Arizona under the laws of the State of Arizona.

Dated this 31st day of Oct., 2017

Gary Verburg
Wellton Town Attorney

I hereby state that I am the attorney for the City of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Yuma, Arizona under the laws of the State of Arizona.

Dated this 7 day of November, 2017

Richard W. Files

Richard W. Files
Yuma City Attorney

I hereby state that I am the attorney for the County of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the County of Yuma, Arizona under the laws of the State of Arizona.

Dated this 16th day of October, 2017

Jon R. Smith
Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

4frontED Binational 2017-2018 Budget

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
REVENUE														
Yuma County														$ 12,836.00
Town of Wellton														$ 620.00
City of Yuma														$ 19,590.00
City of Somerton														$ 3,152.00
City of San Luis														$ 6,800.00
2017-2018 carry over funds														$ 33,090.07
Donations														$ -
Total Revenue														$ 76,088.07
EXPENSES														
Office Supplies				$ 50.00			$ 50.00			$ 50.00			$ 50.00	$ 200.00
Other Supplies	drinks, coffee			$ 20.00			$ 20.00			$ 20.00			$ 20.00	$ 80.00
External Printing	letterhead, business cards			$ 300.00						$ 300.00				$ 600.00
Subscriptions	AMC							$ 250.00						$ 250.00
Postage				$ 50.00						$ 50.00				$ 100.00
Minor Tool/equiptment	laptop								$ 1,200.00					$ 1,200.00
Miscellaneous	catering			$ 100.00			$ 100.00			$ 100.00			$ 100.00	
Contractual Services	Executive Director	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,174.00	$ 50,000.00
Special services	website support/hosting	$ 70.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 855.00
Travel and Per Diem	AMC			$ 1,000.00			$ 1,000.00			$ 1,000.00			$ 1,000.00	$ 4,000.00
Conference/Registration				$ 300.00			$ 300.00			$ 300.00			$ 300.00	$ 1,200.00
Sponsorships										$ 2,000.00				$ 2,000.00
Total Expenses														$ 60,485.00
Total Budget														$ 15,603.07

JULY 1, 2017 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES

	ESTIMATE
APACHE COUNTY	72,713
Eagar	4,946
Saint Johns	3,534
Springerville	1,991
Unincorporated	62,242
COCHISE COUNTY	128,383
Benson	4,994
Bisbee	5,320
Douglas	16,588
Huachuca City	1,783
Sierra Vista	43,824
Tombstone	1,325
Willcox	3,612
Unincorporated	50,937
COCONINO COUNTY	144,057
Flagstaff	72,961
Fredonia	1,331
Page	7,665
Sedona *	2,926
Tusayan	590
Williams	3,256
Unincorporated	55,328
GILA COUNTY	54,947
Globe	7,562
Hayden *	648
Miami	1,828
Payson	15,944
Star Valley	2,346
Winkelman *	353
Unincorporated	26,266
GRAHAM COUNTY	38,275
Pima	2,548
Safford	9,915
Thatcher	5,217
Unincorporated	20,595
GREENLEE COUNTY	10,961
Clifton	4,870
Duncan	718
Unincorporated	5,373
LA PAZ COUNTY	21,598
Parker	3,201
Quartzsite	3,882
Unincorporated	14,515

	ESTIMATE
MARICOPA COUNTY	4,221,684
Apache Junction *	311
Avondale	81,621
Buckeye	69,947
Carefree	3,669
Cave Creek	5,676
Chandler	257,948
El Mirage	34,174
Fountain Hills	23,862
Gila Bend	2,010
Gilbert	246,423
Glendale	239,858
Goodyear	81,447
Guadalupe	6,332
Litchfield Park	6,452
Mesa	481,275
Paradise Valley	13,913
Peoria *	171,580
Phoenix	1,579,253
Queen Creek *	39,714
Scottsdale	242,540
Surprise	130,129
Tempe	179,794
Tolleson	6,992
Wickenburg *	6,903
Youngtown	6,575
Unincorporated	303,286
MOHAVE COUNTY	209,792
Bullhead City	40,551
Colorado City	4,872
Kingman	29,600
Lake Havasu City	54,801
Unincorporated	79,968
NAVAJO COUNTY	111,266
Holbrook	5,167
Pinetop-Lakeside	4,463
Show Low	11,377
Snowflake	5,882
Taylor	4,292
Winslow	9,567
Unincorporated	70,518

	ESTIMATE
PIMA COUNTY	1,026,099
Marana *	45,378
Oro Valley	44,517
Sahuarita	29,049
South Tucson	5,664
Tucson	537,634
Unincorporated	363,857
PINAL COUNTY	427,603
Apache Junction *	39,719
Casa Grande	54,866
Coolidge	12,485
Eloy	18,993
Florence	25,866
Hayden *	0
Kearny	2,077
Mammoth	1,519
Marana *	0
Maricopa	49,550
Queen Creek *	494
Superior	3,008
Winkelman *	0
Unincorporated	219,026
SANTA CRUZ COUNTY	51,507
Nogales	22,327
Patagonia	981
Unincorporated	28,199
YAVAPAI COUNTY	225,364
Camp Verde	11,083
Chino Valley	11,557
Clarkdale	4,282
Cottonwood	11,974
Dewey-Humboldt	4,015
Jerome	447
Peoria *	7
Prescott	42,300
Prescott Valley	43,950
Sedona *	7,393
Wickenburg *	350
Unincorporated	88,006
YUMA COUNTY	221,648
San Luis	35,289
Somerton	17,103
Wellton	3,171
Yuma	101,620
Unincorporated	64,465

ARIZONA	**6,965,897**

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	40,030
Hayden	Gila & Pinal	648
Marana	Pima & Pinal	45,378
Peoria	Maricopa & Yavapai	171,587
Queen Creek	Pinal & Maricopa	40,208
Sedona	Coconino & Yavapai	10,319
Wickenburg	Maricopa & Yavapai	7,253
Winkelman	Gila & Pinal	353

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

Minutes of the 4FrontED Governing Group Meeting

Date: April 8, 2024

Time: 6:00 PM to 7:00 PM

Location: BOS Auditorium, Yuma County, 198 S. Main Street, Yuma, Arizona, 85364

Attendees:

Hon. Douglas Nicholls (Chairman, Mayor of Yuma, AZ)

Hon. Martin Porchas (Chairman of Yuma County, AZ)

Hon. Gerardo Anaya, Mayor of Somerton, AZ

Hon. Scott Blitz, Mayor of Wellton, AZ

Hon. Luis E. Cabrera, Council member of San Luis, AZ

Ian McGaughey, Administrator, Yuma County, AZ

Jay Simonton, Administrator, City of Yuma, AZ

Jenny Torres, Manager, City of San Luis, AZ

Lizandro Galaviz, Manager, City of Somerton, AZ

Richard Marsh, Manager, Town of Wellton, AZ

Alejandro Figueroa, Economic Development, Yuma County.

Armando Esparza, Economic Development City of San Luis.

Jeff Burt and Angelica Castro, Economic Development City of Yuma.

Jazmin Zamudio, Economic Development City of Somerton.

Kathy Moon, Chief of Staff, City of Yuma.

Dr. Victor Remigio Martínez Cantú (Executive Director, 4FrontED)

Agenda Items:

- **Welcoming Remarks delivered by Chairman Hon. Douglas Nicholls.**

Mayor Nicholls gave a description of the selection process for the new executive director of 4FrontED was open to the community and involved interviews with three qualified candidates. Dr. Victor Remigio Martínez Cantú was ultimately selected, as he possesses the professional and legal qualifications necessary to fulfill the role's requirements and achieve the objectives set forth by the 4FrontED governing body.

- **Introduction by Hon. Martin Porchas, presented the New Executive Director:**

The 4FrontED Governing Group is pleased to announce the appointment of Victor Remigio Martínez Cantú, Remy Martínez, as the new Executive Director. Mr. Martínez was selected through a competitive process that included an open call for applications, interviews, and a final review by the Governing Group. Mr. Martínez brings a wealth of experience to the position, having worked in the public, private, and academic sectors. He holds a degree in business, public policy, and a doctorate in Regional Development, specializing in cross-border regions. He is also a skilled leader and communicator. The Governing Group is confident that Mr. Martínez is the right person to lead 4FrontED as it enters a new phase of growth and development. We look forward to working with him to achieve our shared goals of improving Region and communities.

- **Opening Remarks, given by Dr. Victor Remigio Martínez Cantú.**

Hi everyone, thank you for being here.

"Four States, Two nations. When we work together, we are one powerful region, the solutions we build are stronger, the dreams we chase are grander, and the future we reach is richer in every way."

The elected officials of the cities, town and county represented here have promised to work for the good of their community. As part of their efforts, they have built something that is not easy to achieve: a mechanism for collaboration that transcends borders. The 4FrontED.

They recognize that borders do not represent an obstacle, but rather a resource for the well-being of their community. I am grateful for the introduction that has been given, and I am excited to have the opportunity to be the Executive Director of such an important and unique organization as 4FrontED. I would like to thank Mayor Nicholls, Supervisor Porchas, Mayor Anaya, Mayor Blitz, and council member Cabrera, for their kindness and consideration during the selection process to fill the position that Nazzer Mendez has held. I also recognize Nazzer for his enormous professionalism by being very attentive during the transition process. I also like to thank the County, City and Town Administrators Jenny Torres, Manager, City of San Luis, AZ, Jay Simonton, Administrator, City of Yuma, Lizandro Galaviz, Manager, City of Somerton, Richard Marsh, Manager, Town of Wellton, and Ian McGaughey, Administrator of Yuma County. For being part of the Governing Group. The 4FrontED that you have created is a unique and strategic mechanism, and I intend to contribute my experience and knowledge to be able to attend to and achieve the goals of promoting economic development and understanding in a unique place in North America. The founders of the 4FroneED had a clear vision of the Binational Objectives focus on how to growth and gives the benefits for the habitants of the cities, town, and counties. We should work on achieving the seven areas of work: Creating business clusters that work together across the border. Developing a strong binational workforce. Boosting tourism in our region. Upgrading our ports of entry and border infrastructure. Encouraging innovation and entrepreneurship. Making the most of our industrial land. Improving regional infrastructure. With the authorization of the Governing Bord we should be able to make more progress with the help of excellent professionals that the cities and

County have. For this reason, I would like to mention the outstanding capacity of Alejandro Figueroa, Jeff Burt, Armando Esparza, Jazmin Zamudio, Kathy Moon, and Angelica Castro. I believe that it is an opportune moment to revisit, expand and reframe much of what was expected from what was born as a "Border Business Case" that today is an example of achievement in cross border economic development policy. The conditions demand it, and the community expects results from efforts like this that allow for efficient and principled work. Focused on increasing the exchange that has a tangible benefit for taxpayers. The statistical figures for the cities that make up the county are clear: this is a time of expansion and opportunity. And it is fortunate that we understand that this can be achieved through teamwork. The resources that the region has are very valuable and together with an entrepreneurial and visionary spirit like that of those present here, should yield results. Leaders in Mexico are excited to collaborate too, especially with new officials taking office. This is a perfect opportunity to move forward with our binational plans. The timing to re-start the dialogue with Mexico, just when there is a renewal of all the elected authorities in June of this the year. The presentation of our goals before they take office in September and October of this year is key. I believe that with your help and the work of team present here, we will soon be able to report not only on plans, but also on activities that are in line with these opportunities and your vision for 4FrontED for 2024-2025 and how it can help influence the direction of the Region in the next 10 years. My commitment to you is one of Professional Integrity and Principles, always seeking to influence with my work in a positive way each of the cities and the county, with the firm idea that it is for the well-being of the community.

- **4FrontED Budget for the New Fiscal Year presented by Jenny Torres.**

Following a comprehensive review of 4FrontED's budget history, a collaborative discussion took place regarding the financial contributions from each city, town, and county, as well as exploring ways to increase this budget due to the importance of its objectives. Based on the analysis of expense records and identified needs, a consensus was reached on the following adjusted contribution scheme:

Community	2023 Population Estimates	Funding Amount ($.45 per capita)	FY2023-2024 payment by each city	Additional funding from each entity
San Luis	38,149	$17,167.05	$ 8,789.20	$ 8,377.85
Somerton	14,723	$ 6,625.35	$ 3,959.20	$ 2,666.15
Wellton	2,603	$ 1,171.35	$ 711.60	$ 459.75
Yuma	101,018	$45,458.10	$21,750.80	$ 23,707.30
County Unincorporated	57,771	$25,996.95	$13,143.20	$ 12,853.75
		$96,418.80	**$48,354.00**	

- **Update on Committees, provided by Alejandro Figueroa.**

The collaborative efforts of the committees were assessed, and a need to redefine 4FrontED's objectives was identified. These revised objectives submitted for review by the Governing Board.

- **Group Discussion, open discussion among Governing Group members.**

The Governing Board members congratulated the new general director and emphasized the importance of the 4FrontED program in fostering collaboration and positive relationships with Mexico (Sonora and Baja California), California (specifically Imperial County), and the Tribes within the 4FrontED region.

- **Future Meeting Schedule:**

Somerton, Arizona.

- **Meeting adjourned at 7:00 PM.**

Community	2023 Population Estimates	Funding Amount ($.45 per capita)	FY2023-2024 payment by each city	Additional funding from each entity
San Luis	38,149	$ 17,167.05	$ 8,789.20	$ 8,377.85
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County Unincorporated	57,771	$ 25,996.95	$ 13,143.20	$ 12,853.75
		$ 96,418.80	**$ 48,354.00**	

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 08/27/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2371. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona.
(Jose A. Guzman, Director of Development Services)

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, a Street Lighting Improvement District is required for new subdivisions. The City has received a petition to form a Street Lighting Improvement District. This is the resolution of intention to create Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2371.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Resolution No. 2371

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2371

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PURCHASE ELECTRICITY, AND MAINTAIN POLES, LUMINARIES, AND UNDERGROUND CONDUIT, TOGETHER WITH A CHARGE FOR USE OF LIGHTING FACILITIES, FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION PHASE 2, SAN LUIS, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as Southwest Arizona Industrial Subdivision Phase 2 San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District, for the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said street lights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **27th** day of **August 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF SAN LUIS

Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District

MID Name

Southwest Arizona Industrial Subdivision Phase 2

Subdivision Name

To: Honorable Mayor and City Council
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of Street Lighting Improvement District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 39.95 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the installation of light poles and luminaries together with purchasing the electricity for lighting of public streets within Southwest Arizona Industrial Subdivision.

4. Public Convenience and Necessity. The necessity for the proposed District is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets within the proposed District by the levying of special assessments in the proposed District.

5. Wavier and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

(c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work;

(d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N);

(e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the _____day of _____, 2025.

Von Verde Partners L.L.C.
10602 S Camino del Sol
Yuma, AZ 85367

By: _____ 06/30/25 **APN 227-11-006, 227-11-007 and 227-11-008**

David Loo, Authorized Signatory **Date** **Parcel ID**

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this 30TH day of JUNE, 2025 by David Loo, Von Verde Partners L.L.C., a Limited Liability Corporation, on behalf of said Corporation.

My Commission Expires

VIANEY RAUL VEGA
Notary Public - ARIZONA
YUMA COUNTY
Commission No. 625999
My Commission Expires 04/04/2026

_____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN ARIZONA MUNICIPAL CORPORATION

By_____
Nieves Riedel, Mayor

ATTEST:

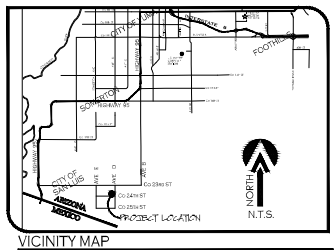
_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

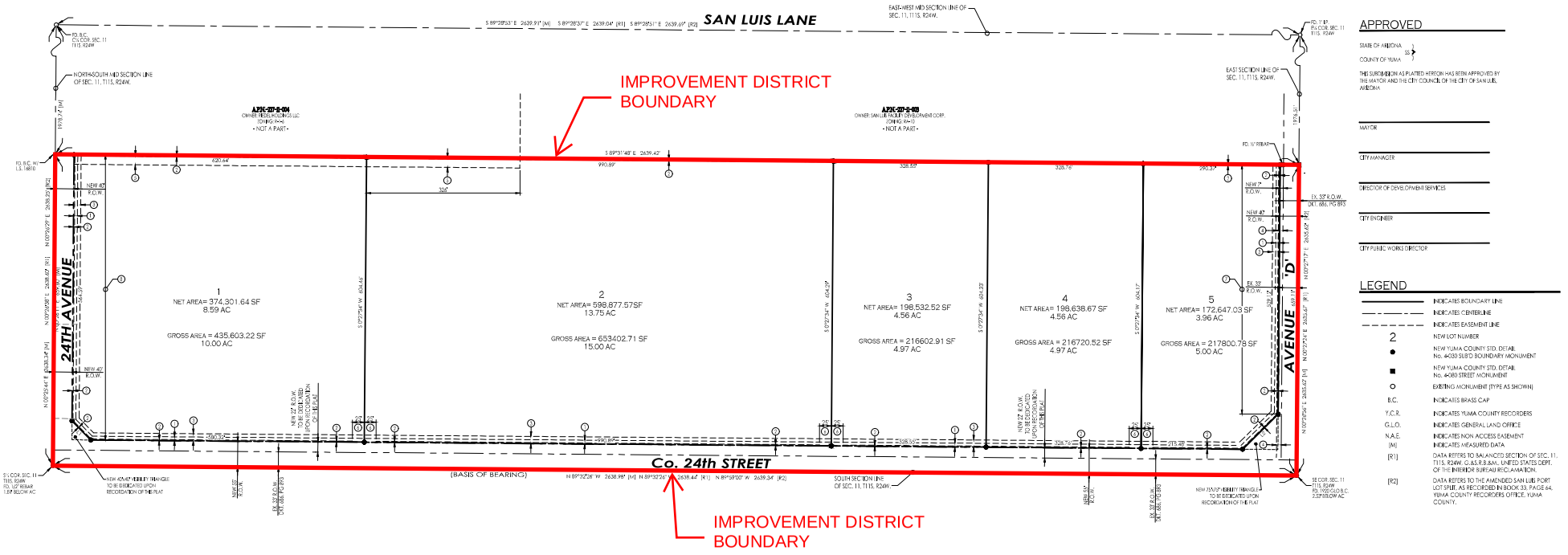
SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - (PHASE 2)

A SUBDIVISION OF A PORTION OF THE S1/2 OF THE SE1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
AUGUST OF 2025 ACREAGE: 39.95 AC



VICINITY MAP

NORTH
SCALE: 1"=100'



APPROVED

STATE OF ARIZONA }
COUNTY OF YUMA } SS

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

MAYOR

CITY MANAGER

DIRECTOR OF DEVELOPMENT SERVICES

CITY ENGINEER

CITY PUBLIC WORKS DIRECTOR

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT LINE
- 2 NEW LOT NUMBER
- ● NEW YUMA COUNTY STD. DETAIL No. 4-030 SUBD BOUNDARY MONUMENT
- ■ NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
- ○ EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- G.L.O. INDICATES GENERAL LAND OFFICE
- N.A.E. INDICATES NON ACCESS EASEMENT
- (M) INDICATES MEASURED DATA
- [R1] DATA REFERS TO BALANCED SECTION OF SEC. 11, T11S, R24W, G.&S.R.B.&M., UNITED STATES DEPT. OF THE INTERIOR BUREAU RECLAMATION.
- [R2] DATA REFERS TO THE AMENDED SAN LUIS PORT LOT SPLIT, AS RECORDED IN BOOK 33, PAGE 64, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY.

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT
3. NEW 15' DRAINAGE EASEMENT
4. EX. 12' APS UTILITY EASEMENT AS PER FEE#2018-20162 RECORDED IN THE Y.C.R.O. YUMA COUNTY, AZ
5. NEW 22' LANDSCAPE BUFFER TO BE CONSTRUCTED UPON LOT DEVELOPMENT
6. NEW 26' SHARED DRIVEWAY ACCESS EASEMENT
7. A 6' HIGH CMU WALL WILL BE REQUIRED ON THE EAST PROPERTY OF LOT #5 UPON LOT DEVELOPMENT
8. LANDSCAPE IMPROVEMENTS ALONG 24TH AVENUE RIGHT-OF-WAY TO BE COMPLETED EITHER AT THE TIME OF THE BUILDING PERMIT FOR LOT 1 OR PRIOR TO THE END OF THE SUBDIVISION'S WARRANTY PERIOD, WHICHEVER COMES FIRST.

OWNER OF RECORD:

VON VERDE DEVELOPMENT
10602 S. CAMINO DEL SOL
YUMA, AZ., 85367

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- PROJECT ZONING: I1

BASIS OF BEARING

THE SOUTH SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, BEING THE LINE CENTERLINE OF CO. 24th STREET, AS SHOWN ON BALANCED SECTION OF SEC. 11, T11S, R24W, G.&S.R.B.&M., UNITED STATES DEPT. OF THE INTERIOR BUREAU RECLAMATION.
BEARING N89°32'26"W

LINE DATA

LINE NUMBER	BEARING	LENGHT (FEET)
L1	S44°33'27"E	56.58'
L2	N43°27'13"E	106.06

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT VON VERDE DEVELOPMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY, A SUBDIVISION OF A PORTION OF THE S½ OF THE SE¼ OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, AZ, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS UNDER THE NAME OF "SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - (PHASE 2)" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF LOTS CONSTITUTING SAID "SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - (PHASE 2)". THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN EACH RESPECTIVELY ON SAID PLAT. THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN, AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.

IN WITNESS WHEREOF, VON VERDE DEVELOPMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF DAVID ICOO, AS MANAGER OF DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO., LIMITED PARTNERSHIP, GENERAL PARTNERSHIP OF VON VERDE DEVELOPMENT LLC, THEREUNTO DULY AUTHORIZED ON THIS ___ DAY OF _____, 20__.

DAVID ICOO
MANAGER OF DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO., LIMITED PARTNERSHIP., GENERAL PARTNERSHIP OF VON VERDE DEVELOPMENT LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF YUMA } SS

ON THIS THE ___ DAY OF _____ 2023 BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED DAVID ICOO, AS MANAGER OF DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP., GENERAL PARTNERSHIP OF VON VERDE DEVELOPMENT LLC.,
IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

NOTICE OF ACKNOWLEDGEMENT

A NOTICE, WAIVER, PROPERTY RESTRICTION, AND DEDICATION OF ODOR EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THE SUBDIVISION HAS BEEN LEGALLY EXECUTED. THIS DOCUMENT HAS BEEN RECORDED IN THE YUMA COUNTY RECORDER'S OFFICE UNDER FEE# 2025-3934

ELABORATED BY:

VnV21-940

VEGA VEGA
SURVEYING & MAPPING, LLC
2619 S. Ave 21/2E, Ste #3 928-329-0000 Tel
Yuma, Az, 85365 928-247-6232 Fax
www.vegavega.com

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THE MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JANUARY OF 2025 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND CORRECT AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

BY: _____ R.L.S. No. 16528
JOHN C. ENGLISH II
16528
08/12/25

SHEET: 1 OF 1

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 08/27/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2372. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Southwest Arizona Industrial Subdivision Phase 2, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating a Street Lighting Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2372.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Resolution No. 2372

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2372

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE PURCHASE OF ELECTRICITY AND TO ORDER THE MAINTENANCE OF POLES, LUMINARIES AND UNDERGROUND CONDUIT INCIDENT TO THE INSTALLATION OF STREET LIGHTS FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION PHASE 2, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2371 for Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District; and

WHEREAS, the petition for Street Lighting Improvement District which was used to create Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. S 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of Southwest Arizona Industrial Subdivision Phase 2 Street Lighting Improvement District.

[Remainder of page left intentionally blank, signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **27th** day of **August 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. F.**

Meeting Date: 08/27/2025
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Justin Neuman, Paralegal, Attorney's Office
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with the consultant, Ramirez Advisors Inter-National, LLC, to assist the city with border and growth-related issues. **(Jenny Torres, Acting City Manager)**

SUMMARY:

Service: Ramirez Advisors Inter-National, LLC (RAI-N) will provide innovative solutions for cross-border business opportunities and improve the ability for goods and people to cross the border. Ramirez Advisors' work focuses on international businesses, regional economic development, and government affairs. Ramirez Advisors will assist the City of San Luis in addressing the City's needs by working with federal, state, and international entities. This service is classified as a professional service pursuant to SLCC § 3.05.080 and is not subject to requirements for quotes or bidding. The annual amount exceeds $45,000.00, so it must be approved by the City Council.

Amount: $96,500.00 On May 8, 2024, the City Council budgeted $98,500.00 as an estimate. The contract is for $93,000.00 for services, plus $3,500.00 for contingencies for travel expenses. Given the activity at both ports of entry, an additional $5,000.00 will be allocated in the budget for projects that may necessitate contract amendments.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC, IN THE AMOUNT OF $96,500.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$96,500.00
BUDGETED AMOUNT:	$ 98,500.00 Please see the fiscal impact statement below.
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contractual Services 100-110 80000 $476,500

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

This annual contribution is included in the fiscal year budget 2026. The budgeted amount for Ramirez Advisors Inter-National is $98,500, to cover travel expense contingencies or additional special projects. There is a total of $476,500 budgeted for all contractual services for the entire fiscal year 2026.

Attachments

Services Agreement

Consulting Services Proposal

SERVICES AGREEMENT

This services agreement ("Agreement") made this ___day of August 2025 and is effective as of July 1, 2025, between:

Ramirez Advisors Inter-national, LLC 2642 East Thomas Road Phoenix, Arizona 85016, an Arizona limited liability company ("RAI-N") and	City of San Luis 1090 East Union Street (Physical) P.O. Box 1170 (Mailing) San Luis, Arizona 85349 An Arizona municipal corporation (the "City").

RAI-N and the City may be referred to singularly as the "Party" and collectively as the "Parties."

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION 1. RAI-N SERVICES

1.1 Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list are:

(a) the San Luis I Border Station Reconfiguration Project,

(b) the San Luis Rio Colorado I Border Station Reconfiguration Project,

(c) the operations at the San Luis II border station, and

(d) others as they become better defined or as determined appropriate for consideration.

1.2 Among the areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that its efforts achieve the following:

(a) assisting in the preparation and dissemination of strategic information that outlines the critical areas of need and/or projects,

(b) assist the City of San Luis in implementing an outreach strategy at the Federal, state, and binational levels to raise awareness of the needs of the region,

(c) facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration ("G.S.A."), Customs and Border Protection ("C.B.P."), and the Arizona Department of Transportation ("ADOT"),

(d) as determined appropriate and in full coordination with the U.S. Counterparts, establish similar outreach efforts with the relevant federal, state, and municipal entities on the Mexican side as it pertains to the port of entry projects, and

(e) more as determined appropriate by the City in consultation with RAI-N.

1.3 To inform the City of RAI-N's activities and relevant matters, RAI-N will:

(a) a. Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and the entire City Council. There will be additional exchanges of communication on an as needed basis. RAI -N's experience has proven that more frequent reporting can cause an information overload for its clients and inefficient use of time.

(b) b. RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

1.4 Professional Staffing

(a) Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement.

(b) Other firm professionals will be involved in this engagement on an as-needed basis and as determined appropriate by RAI-N. Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services to execute any portion of this engagement effectively, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services.

SECTION 2. TERM OF AGREEMENT AND TERMINATION

2.1 This Agreement shall be in effect from July 1, 2025, and continue through June 30, 2026.

2.2 Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay RAI-N for all services rendered to the date of termination at RAI-N's regular rate if the Agreement is terminated before June 30, 2026. RAI-N shall reimburse the City for any payment the City has made above RAI-N's regular rate. This Agreement may be terminated by either Party for a material breach of nonperformance of Agreement requirements upon thirty (30) days' written notice.

2.3 Efforts on the part of either Party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the Agreement upon thirty (30) days' notice.

2.4 Funding for this Agreement shall be subject to the San Luis City Council's annual appropriation of funds for this activity under the City's required budget process.

SECTION 3. ACCOUNTABILITY

3.1 Ethics RAI-N shall adhere to the strictest standards of ethics and professional behavior and provide professional services based on commonly accepted business principles, term and standards unless otherwise indicated.

3.2 Confidentiality RAI-N's practice is to hold any information provided to RAI-N by its clients as confidential. RAI-N agrees to maintain in confidence all City or City-related information that RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions, and legal advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without the express permission of City or disclosure is required by law. RAI-N understands that its engagement letter to the City is a public record.

SECTION 4. CONSIDERATION

4.1 In consideration for RAI-N's performance of the duties listed herein, The City will pay an annual flat retainer rate of $93,000.00, payable in 12 equal monthly payments of $7,750.00. This retainer rate reflects a discount on the standard fees, a discount requested by the City.

4.2 Additionally, the City will cover all essential travel-related and out-of-pocket expenses, including lodging, airfare, and ground transportation, as they pertain to this engagement. Invoices are due within 30 days of the date the City receives them. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per-month basis. The City shall have a contingency budget of $3,500.00 for travel and other contingencies for an expanded scope of work as needed.

4.3 To help save money for the City whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the U.S. General Services Administration, of$0.67 per mile as of January 1, 2024 (source: GSA.gov).

4.4 RAI-N will request prior verification, either in hard copy or via electronic mail, to incur any expenses over $100 on behalf of the City. Seeking written approval for expenses of lesser quantities can be time-consuming. RAI-N does not anticipate incurring any expenses without prior approval from the City, and a detailed report of all expenses will be submitted with each invoice.

SECTION 5. INDEPENDENT CONTRACTOR AND RIGHTS OF THE PARTIES

5.1 Purpose. RAI-N, by working with the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. There are several key infrastructure projects underway or under consideration that can impact the region's long-term economic viability and sustainability, the opportunities for growth in key sectors, and the quality of life for the residents of the City. Some of the projects are immediate, and others will gain greater relevance in the long run. However, they must all be considered as part of a broader economic development strategy for the region.

5.2 Independent Contractor. RAI-N is an independent contractor to the City

(a) Rights of RAI-N. Rights of RAI-N include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

(b) Rights of the City. Rights of the City include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

(c) Material, Supplies, Equipment, and Tools. RAI-N shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed under this Contract.

(d) Payroll Taxes. Payroll taxes, including federal, state, and local taxes, shall not be withheld or paid by the City on behalf of RAI-N or for the employees of RAI-N. RAI-N shall not be treated as an employee for federal or state tax purposes regarding the services performed under this Contract. RAI-N shall be responsible for paying all taxes as mandated by law.

(e) Fringe Benefits. Since RAI-N is not an employee of the City, RAI-N is not eligible for and shall not participate in any employee benefit of the City, including pension, health, or other fringe benefits.

SECTION 6. INDEMNITY

6.1 RAI-N agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs and expenses incurred in connection with this Agreement, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this Agreement, except those caused by the sole negligence of the City.

6.2 This indemnity agreement shall include any claim made against the City by an employee of RAI-N or subcontractor or agent of RAI-N, even if RAI-N is otherwise immune from liability pursuant to the applicable workers' compensation statute.

6.3 In the event of litigation between the Parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

SECTION 7. INSURANCE

7.1 Additional Insured. The policy shall be endorsed to include the following additional insured language: "The City of San Luis, its elected officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

7.2 Waiver of Subrogation. The policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of RAI-N.

7.3 Primary and non-contributory. Each policy, including primary, umbrella, and excess policies, shall state that the insurance provided to the additional Insureds is primary and non-contributory to any other insurance (primary, umbrella, excess, self-insurance, or any other basis) available to the additional insured.

7.4 Minimum Coverage. RAI-N must, at their own expense, purchase and maintain the above minimum insurance with companies duly licensed to do business in the state of Arizona. All policies and forms must be satisfactory to the City. The City requires its prior approval to use alternative insurers. RAI-N acknowledges that the insurance coverage and policy limits set forth below constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the City. Prior to the beginning and throughout the duration of this Agreement, RAI-N will maintain insurance in conformance with the requirements set forth below:

Type	Coverages	Limits
Commercial General Liability – Occurrence Form	General Aggregate	$2,000,000
	Products-Completed Operations Aggregate	$1,000,000
	Personal and Advertising Injury	$1,000,000
	Each Occurrence	$1,000,000
Business Automobile Liability	Combined Single Limit (CSL)	$1,000,000
Worker's Compensation and Employer's Liability	Workers' Compensation	Statutory
	Each Accident	$1,000,000

	Disease – each employee	$1,000,000
	Disease - policy limit	$1,000,000

7.5 Without in any way limiting RAI-N's obligations and liability pursuant to the indemnification described above, RAI-N shall maintain, during the term of this Agreement, the above types and amounts of insurance. RAI-N will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in the indemnity section of this Agreement, then such coverage shall be amended to do so.

SECTION 8. PROVISIONS REQUIRED BY ARIZONA LAW

8.1 Conflicts of Interest. This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

8.2 Employment Eligibility. RAI-N hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect documentation of RAI-N to ensure that RAI-N complies with this warranty.

8.3 Contractor Certifications. The Parties shall certify that they and all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

8.4 RAI-N certifies that if RAI-N becomes aware during the term of the Agreement that RAI-N is not in compliance with the written certification, RAI-N shall notify the City within five (5) business days after becoming aware of the noncompliance. If RAI-N does not provide the City with a written certification that RAI-N has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the respective Parties as follows:

If to the City

City Manager
City of San Luis
P.O. Box 1170 (Mailing)
1090 East Union Street (In Person)
San Luis, Arizona 85349

If to RAI-N

President
Ramirez Advisors Inter-national, LLC
2642 East Thomas Road
Phoenix, Arizona 85016

Copy to:

San Luis City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

9.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

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

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

9.5 Amendment of the Agreement. This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.

9.6 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.7 Reformation. Should any term, provision, covenant, or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to its original intent.

9.8 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

9.9 All Laws. Parties agree they will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations.

9.10 Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court that does not otherwise have jurisdiction to adjudicate the legal action.

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

9.12 No Agency Created. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture, or other similar arrangement between the Parties.

9.13 No Assignment nor Assumption. RAI-N shall not assign the benefits of or delegate the obligations arising under this Agreement to any person or entity

9.14 No Personal Liability. No officer, elected official, employee, or agent of the City shall be personally liable to RAI-N, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to RAI-N or its successor or assign, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of RAI-N under this Agreement shall be limited solely to the assets of RAI-N and shall not extend to or be enforceable against (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of RAI-N; (ii) the shareholders, members or managers or constituent partners of RAI-N; or (iii) officers of RAI-N.

9.15 Survival. All representations and warranties of RAI-N, RAI-N's indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this Agreement.

9.16 Time is of the essence. Time is of the essence in this Agreement.

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

9.18 *Force Majeure.* If RAI-N or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means

any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, material changes in applicable business laws or regulations, or public health emergencies.

9.19 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

9.20 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, RAI-N shall provide the City with the original signature to record the contract.

9.21 Ratification. Acts taken pursuant to this Agreement but prior to its execution are hereby ratified and confirmed.

[Remainder of page intentionally left blank, signatures to follow.]

EXECUTED in Yuma County, Arizona, on the date in the first paragraph of this Agreement, which is the date the last Party signed.

City of San Luis, Arizona

_____ _____
Nieves Riedel Date
Mayor

Attest:

_____
Sonia Cornelio, City Clerk

Approve As to Form:

_____ _____
Kay Marion Macuil, City Attorney Date

Ramirez Advisors Inter-National, LLC.

_____ _____
Luis E. Ramirez Thomas Date
President

Ramírez Advisors Inter-National, LLC
Innovative Cross-border Solutions and Governmental Affairs

2642 East Thomas Road / Phoenix, Arizona 85016 / (602) 820-3931 / luis@ramirezadvisors.com

May 10, 2023

The Honorable Nieves Riedel
Mayor
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Via electronic mail: rvelez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Riedel,

First of all, on behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to reaffirm our commitment to working with you and the City of San Luis to help secure the completion of the San Luis I Modernization project and to implementing the necessary strategy to help secure the necessary commitments by Mexico to make the necessary investments on the Mexican side. Projects of this magnitude and repercussion require a long-term commitment and an unwavering focus. We are humbled by the continued support from the City of San Luis and look forward to our continued work with, city leadership and the community.

To that end, I want to thank you for the opportunity of presenting this contract renewal as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

OUR UNDERSTANDING

The City of San Luis is experiencing high rates of growth and is confronting a number of significant issues that stand to impact their long-term planning and the quality of life for the residents of the City.

The US Federal government is spending $307 million to modernize the San Luis 1 port of entry, an generational investment with local and regional impacts. Much work needs to take place with the US The General Services Administration (GSA), and US Customs and Border Protection to ensure that the investment being made at San Luis I

offers the most benefits possible for San Luis and the entire region.

Additionally, there are various transportation and related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic and local population growth. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

OUR PROPOSAL

RAI-N, by working with you and the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among key stakeholders. In particular, there are a number of key infrastructure projects under way or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the region. Some of the projects are of an immediate nature and others will gain greater relevance in the long-run but all have to be considered as part of a broader economic development strategy for the region.

Among the key projects under consideration and are to be monitored – though this is not an all-inclusive list – are:

- The San Luis I Border Station Modernization Project;
- Working with Mexican authorities to advance the needed improvements to the Mexican side of the border at San Luis I;
- Promote the long-term strategy to allow cars to cross at San Luis II;
- By working with you and stakeholders, devise and implement strategies that promote the utilization of the San Luis II port of entry ;
- Others as they become better defined or as determined appropriate for consideration.

Among the various areas in which RAI-N will be directly involved, RAI-N will work with the City to achieve the following:

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;

- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;

- Facilitate the dialogue, communication and interaction with key local, state and federal agencies, primarily with the General Services Administration ("GSA"), Customs and Border Protection ("CBP"), and the Arizona Department of Transportation ("ADOT"); and

- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the City Manager and Deputy Manager. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;

- We will continue our efforts to issue *#LuisOnTheBorder: San Luis* newsletter, a newsletter that has garnered a lot of attention from key leaders and decision makers throughout Arizona. This newsletter will be issued a minimum of twice per year. Additional editions may be issues depending on the issues and timeliness of information; and

- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

PROFESSIONAL STAFFING

Luis Ramirez will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively

execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

OUR FEES AND EXPENSES

RAI-N will require an annual retainer of $60,000 to be paid in 12 equal payments of $5,000. The retainer reflects a discount of our standard fees, a discount that was requested by the City of San Luis.

Additionally, the City will cover all travel related and out of pocket expenses including but not limited to lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. RAI-N will submit any and all expenses as a direct pass through, without any markup. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration of $0.655/mile as of January 1, 2023 (source: GSA.gov).

RAI-N will request prior verification, either in hard copy or via electronic mail in order to incur any expenses in excess of $100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

GENERAL TERMS AND CONDITIONS

The duration of this agreement shall be for one (1) year commencing from the date of execution. At the conclusion of that year, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing and all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

RAI-N adheres to the strictest standards of ethics and professional behavior and provides professional services based on commonly accepted business principles, terms

and standards, unless otherwise indicated.

It is our practice to hold any and all information provided to us by our clients as confidential.

RAI-N will act as an independent contractor to you and the City, and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.

CONFIDENTIALITY OF INFORMATION; DISCLOSURE

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, or other locations in the United States and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information and must be treated as either private commercial trade secret information or as private work product information of RAI-N.

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

CONCLUSION

Much work remains to be done on the modernization project, including the on-time and on-budget delivery of a project that meets the needs of the city and the region. We are confident that our direct experience in projects on the border, our

ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will continue to be a value-added member of the City's leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about our continued work with you and the City on these very unique projects and we thank you for the consideration that you give to this proposal.

Respectfully,
FOR RAMIREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramirez, MSFS
President

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. G.**

Meeting Date: 08/27/2025

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

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2373. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with the Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2025-2026; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Acting City Manager)**

SUMMARY:

IGA Organizational Structure: The Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") Intergovernmental Agreement ("IGA") consists of 9 entities: Yuma County, Wellton, Somerton, San Luis, the City of Yuma, Northern Arizona University, Arizona Western College, the Cocopah Tribe, and the Quechan Tribe. Under the twenty-five-year IGA of January 1, 2012 (expiring January 1, 2037), YCIPTA develops a formula for the percentage of contribution every year. The YCIPTA board approves the formula. Each jurisdiction that signed the IGA appoints a representative to the YCIPTA board, including the City of San Luis.

Service: Yuma County Area Transit (YCAT) provides public bus and transit services for the city and the region.

Approval procedure: Under the IGA, the city's approval must be by resolution. The city must not use federal money to pay for the contribution.

Amount: $141,950.44. The city has contributed to YCAT since 2012. Last year's budgeted contribution was $137,815.96. This total amount accounts for the annual increase of 3%. On June 25, 2024, the City Council approved a budget of $140,000.00 for YCAT-YCIPTA.

The resolution is in the amount of $141,950.44 for the fiscal year 2025-2026.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2373 FOR THE ANNUAL CONTRIBUTION IN THE AMOUNT OF $141,950.44 TO THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$141,950.44
BUDGETED AMOUNT:	$140,000.00 Please see the fiscal impact statement below
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contractual Services 100-110-80000 $476,500.00

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

This annual contribution is included in the fiscal year budget 2026. The budgeted amount for YCIPTA is $140,000.00. The contribution request came in after the budget decision. However, there is a total of $476,500.00 budgeted for all contractual services for the entire fiscal year 2026, so there is no budget transfer needed.

Attachments

Resolution No. 2373

YCIPTA Funding Request

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2373

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE ANNUAL CONTRIBUTION UNDER THE INTER-GOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY INTER-GOVERNMENTAL TRANSPORTATION AUTHORITY FOR THE YUMA COUNTY AREA TRANSIT (YCAT), THE REGIONAL PUBLIC TRANSPORTATION SERVICES FOR THE FISCAL YEAR 2025-2026; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, paragraph 2.3 of said IGA states: "Each of the Members shall timely contribute its designated share of non-federal funds under a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process [;]" and

WHEREAS, the total contribution for San Luis for the Fiscal Year July 1, 2025, through June 30, 2026 is $141,950.44.

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

Section 1: The formula adopted by YCIPTA, as recited above, is approved.

Section 2: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 3: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 4: The appropriate city officials are authorized and directed to submit the contribution for YCAT transportation services in the amount not to exceed $140,000.00 of non-federal funds for the Fiscal Year July 1, 2025, through June 30, 2026.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of August, 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

May 31, 2025

Ms. Lizeth Servin
City of San Luis
PO Box 1170
San Luis, AZ 85349

RE: Request for FY 2026 Transit Funding for Yuma County Area Transit

Dear Ms. Servin:

On May 30, 2025, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 25/26 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2025 to June 30, 2026. Below is the breakdown for City of San Luis' local share of match funding required for the operation of the transit system:

	ANNUALTOTAL
YCAT/On Call Transit Match	$141,950.44

The amount has increased from what was paid in FY 2024-2025. This is ***not*** an invoice, but is a request based on the Board of Directors action on May 30, 2025. Invoices will be sent out in June 2025. They will be due payable in full on July 31, 2025.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email skreger@ycipta.az.gov.

Sincerely,

Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding Sr. – Chairman – Quechan Tribe, Louie Galaviz – Vice Chairman – City of Somerton
Arturo Durazo, Sr.- Sec/Treas – Cocopah Tribe, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Czarina Gallegos – Arizona Western College,
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. A.**

Meeting Date: 08/27/2025

Department Head: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding adopting a Notice of Intention to adopt new and amend business license fees and types. **(Edgar Esparza, Billing and Collections Manager)**

SUMMARY:

Our current business license fees were adopted back in 2005 and have not been updated since then. In addition to our current fee schedule, the city is currently providing building and fire inspections without a fee. There is no current standard schedule to increase business license fees, but most municipalities are revisiting their business license fees about every five years.

In order for the City Council to consider the updated fees and the new business license types, there must first be a posting and newspaper publishing of the attached Notice of Intent to Increase Business License fees and the supporting report. The notice informs the public that a hearing will be held on November 12, 2025, at 6:00 p.m. in the Council Chambers. If passed by the City Council on November 12, 2025, the new fee schedule would take effect on December 12, 2025 (30 days after approval). The schedule of the proposed increases, new fees, and new business license types will be available on file with the City Clerk and on the City's website at least 60 days before the hearing (November 12, 2025). The notice complies with notice procedures required by Arizona Revised Statutes § 9-499.15.

The fee update is necessary to ensure that the fees collected are fair, reasonable, and in line with the cost associated with processing a business license application. Additionally, with the new business license types, we will be able to address the Cottage Food Program licenses.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE NOTICE OF INTENT TO INCREASE BUSINESS LICENSE FEES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A

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

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

This item is only to approve the notice of public hearing so the public may be heard on the fee increase. There will be a future agenda item for consideration of the fee increase after the public hearing.

Attachments

Notice of Intent

Business License Fee Schedule

NOTICE OF INTENT
TO ESTABLISH NEW OR INCREASE BUSINESS LICENSE FEES
PURSUANT TO A.R.S. § 9-499.15

On November 12, 2025, City Council will hold a public hearing.

Public Hearing:
Topic: Consider and possible adopt new business license fees and new business license types.
The new business license fees would begin on December 12, 2025.
Date: Regular City Council Meeting, November 12, 2025
Time: 6:00 p.m. or after
Place: San Luis City Hall
1090 E. Union Street
San Luis, AZ

Purpose: Receive public comments (verbal or written)
Authority: This notice complies with ARS § 9-499.15

City Council will act immediately after the Public Hearing.

For more information, filed and available in the Office of the City Clerk at the above address for City Hall and posted on the San Luis website home page under “Public Notices” https://www.sanluisaz.gov are:

(1) Business License Fee Schedule

Posted August 28, 2025.

Proposed Business License Fee Schedule	
License Type	License Fee
Retail Merchants	
$0.00 to $20,000.00	$100.00
$20,001.00 to $50,000.00	$150.00
$50,001.00 to $100,000.00	$200.00
$100,001.00 or more	$300.00
Non-Retail Merchant	
Circus - Parades p/day	$ 90.00
Dance Halls, public	$ 750.00
Exhibition promoter	$ 375.00
Itinerant Business	$ 150.00
Traveling Store	$ 150.00
Secondary Location	$ 75.00
Street ballyhoos or advertising	$ 75.00
Tent Shows, tent theaters	$ 150.00
Theatrical road shows	$ 150.00
Abstract Companies	$ 150.00
Advertising agencies	$ 150.00
Agents	$ 150.00
Auctioneers	$ 150.00
Motels and Hotels	
Five Rooms or less	$ 150.00
each additional room	$ 35.00
Auto Freight	
Local Transfer	$ 250.00
Outside	$ 500.00
Banks	$ 1,000.00
Blacksmith, welding and repair	$ 150.00
Bond and Stock Salesman	$ 150.00
Brokers	$ 150.00
Building Contractors	$ 150.00
Contractos, other than building	$ 150.00
Electric light companies	$ 225.00
Finance and Small Loan	$ 1,000.00
Fortune Tellers and Palm Readers	$ 2,000.00
Freight forwarders	$ 150.00
Gas companies	$ 225.00
Hypnotist	$ 750.00
Hucksters	$ 300.00
Ice Cream Manufacturing	$ 300.00
Ice dealers	$ 150.00
Money exchange business	$ 1,000.00
Parking lots	$ 150.00

License Type	License Fee
Other Business Types	
Pawnbrokers	$ 450.00
Peddlers	$ 300.00
Petroleum products	$ 450.00
Penny arcades	$ 300.00
Photographers	$ 150.00
Professional services	$ 150.00
Radio broadcasting	$ 150.00
Real estate brokers	$ 150.00
Liquor license	$ 450.00
Sewing machine agencies	$ 150.00
Shooting galleries	$ 300.00
Skating rinks	$ 750.00
Swap meet	$ 375.00
Telegraph Companies	$ 225.00
Telephone Companies	$ 225.00
Theaters, except motion pictures	$ 750.00
Tin Shops	$ 150.00
Undertakers	$ 300.00
Vending Machines p/machine	$ 30.00
Warehouse, storage	$ 300.00
Water companies or plants	$ 225.00
Water Distributors	$ 150.00
Cottage Food Operation	$ 350.00
Mobile Vendor	$ 350.00
Transportation Businesses	
General Taxi	$ 150.00
Taxi Unit	$ 300.00
Individual Operator Permit	$ 30.00

Other Fees	
Application Fee	$ 25.00
Building Inspection Fee	$ 25.00
Fire Inspection Fee	$ 40.00
License Re-print Fee	$ 10.00
Change of Business Name	$ 20.00
Change of Location**	$ 20.00
Special Event License	$ 30.00
Business License Late Fee	50% of BL Fee

* All fees are non-refundable

** Change of location fee does not cover for the required building and fire inspection fees.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. B.**

Meeting Date: 08/27/2025

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford F250 Animal Control Truck using Fiscal Year 2025-2026 Capital Improvement Budgeted Funds. **(Damian Miller, Lieutenant)**

SUMMARY:

Purchase of Vehicle

The City of San Luis Police Department is seeking approval for the purchase of one (1) new 2026 Ford F250. The new vehicle will be assigned to the San Luis Police Department Animal Control Services in order to replace one of our current vehicles that has over 100,000 miles and is continuously down for service. The funds for the purchase of this vehicle were approved as Fiscal Year 2025-2026 Capital Projects. The vehicle will be purchased from Peoria Ford, which holds the Arizona state contract #CTR059322 and has provided a bid of $52,220.16, including tax, for the vehicle.

Purchase of Equipment to up-fit Vehicle

The vehicle will be fully equipped and marked by Arizona Emergency Products using City of Chandler contract #PD5-005-4859, which provides a cost reduction from the state dealership contract. The quote provided to fully equip the new vehicle will total $47,074.23.

Total Purchase

The total purchase amount for the vehicle and the equipment will be $99,294.39.

San Luis City Code-Purchasing

The equipping and marking of the vehicle comes under the San Luis City Code-Purchasing, Section 3.05.090 Cooperative Purchasing, since it is using the City of Chandler contract #PD5-055-4859 for the equipping of the vehicles and Arizona State Contract #CTR059322 for the purchase of the vehicle.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ONE (1) NEW FULLY EQUIPPED AND MARKED, 2026 FORD F250 VEHICLE FOR A TOTAL AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT OF $107,360.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$99,294.39
BUDGETED AMOUNT:	$107,360.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/100-999-90000

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

The total amount to purchase the new vehicle will be $99,294.39. Fiscal Year 2025-2026 budgeted CIP funds.

Attachments

Peoria Ford Quote for Vehicle

AEP Quote

State Contract Peoria Ford

City of Chandler Contract with AEP

PFVT MOTORS, LLC.
9130 West Bell Road
Peoria, AZ 85382
Wesley Boswell
Government Account Team
Direct: 480-696-5930

Quote

Date	6/20/2025
Valid Until	6/25/2025
Contract	CTR059322 - AZ STATE
PO	
Lead Time	2-4 Months

Customer:	**Invoice Address:**	**Delivery Address:**
San Luis Police Department Lieutenant Emmanuel Botello ebotello@sanluisaz.gov (928) 919-0043 Ford FIN: QM449	1030 E. Union St. San Luis, AZ 85349	1030 E. Union St. San Luis, AZ 85349

Customer unit number	Description		Line Total
	2026 F-250 (X2B) 4x4 Super Cab SRW	MSRP	$51,815.00
F250 4X4 SUPERCAB PICKUP/164 164 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH 40/20/40 SEAT MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.600A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .6.8L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT-G .LT245/75R17E BSW ALL-SEASON 3.73 ELECTRONIC-LOCKING AXLE PICKUP BOX DELETE .REAR VIEW CAMERA & PREP KIT	JOB #1 ORDER FORD FLEET SPECIAL ADJUSTMENT PLATFORM RUNNING BOARDS 9900# GVWR PACKAGE 50 STATE EMISSIONS SIRIUSXM W/360L (3 MOS TRIAL) UPFITTER SWITCHES 190AMP(GAS)/250AMP(6.7L) ALTR CONN PKG: 1 YR INCL W/FORD APP SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY		
		Phase 1 discount applied 15.00%	-$7,772.25
		DIO: Window tint, 2 additional keys 4 total, Delivery	INCLUDED
		Drop ship fee to Bowie International	$500.00
		Ford Destination & Delivery	$2,195.00

Subtotal		$46,737.75
Sales Tax	8.10%	$3,785.76
Tire Tax	5	$11.65
Extended Warranty		$0.00
Flooring		$0.00
Freight / Delivery		$1,685.00
Docs & Registration		$0.00
Total Per Unit		$52,220.16
Quantity of Units		1
PO Total		**$52,220.16**

Special Notes and Instructions

Unit(s) will be ordered once approved

Vehicle Registration not included

Unit to be drop shipped to Bowie International, LLC, Lake City, IA

Shipping from Lake City, IA to Peoria Ford, 1,466 miles

Signature

Print Name

Date

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Client Proposal

Prepared by:
Wesley Boswell
Office: 480-696-5930
Email: wesley.boswell@governmentautosales.com
Date: 06/20/2025

2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs

Dimensions

• Conventional Capacity: 14,100 lbs. • GCWR: 21,000 lbs. • Fifth-wheel towing capacity: 13,800 lbs. • Gooseneck towing capacity: 14,000 lbs. • Front brake diameter: 14.3" • Rear brake diameter: 14.3" • Vehicle body length: 254.4" • Vehicle body width: 80.0" • Vehicle body height: 81.4" • Wheelbase: 164.0" • Vehicle turning radius: 27.1' • Front track: 68.3" • Rear track: 67.2" • Cab to axle: 56.1" *** Axle to end of frame: 47.6"** • Frame section modulus: 10.7 cu.in. • Frame yield strength (psi): 50000.0 • Front bumper to front axle: 38.2" • Front bumper to back of cab: 146.3" • Interior rear cargo volume with seats folded: 31.6 cu.ft. • Max interior rear cargo volume: 31.6 cu.ft. • Total passenger volume: 116.0 cu.ft. • Headroom first-row: 40.8" • Headroom second-row: 40.3" • Leg room first-row: 43.9" • Leg room second-row: 33.5" • Shoulder room first-row: 66.7" • Shoulder room second-row: 65.8" • Hip room first-row: 62.5" • Hip room second-row: 64.7"

Powertrain

• Spark ignition system • 6.8L V-8 variable valve control, engine with 405HP • Engine cylinders: V-8 • Injection Type: sequential MPI • Horsepower: 405 HP@5000 RPM • Torque: 445 lb.-ft.@4000 RPM • Radiator • TorqShift 10-speed automatic • Part-time 4WD • Four-wheel drive • Recommended fuel: regular unleaded • All-speed ABS and driveline traction control • Electronic transfer case shift *** Driver selectable rear locking differential** • Auto locking hub control

Fuel Economy and Emissions

• Gasoline secondary fuel type • Federal emissions • E85 additional fuel types

Suspension and Handling

• Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill Start Assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs • Rigid axle rear suspension • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Dynamic Hitch Assist vehicle to trailer hitching assist *** Running boards** • 4 doors • Monotone paint • Black side window trim • Black door handles • Black windshield trim • Black front bumper • 2 front tow hooks • Black front bumper rub strip • Black grille • Convex spotter in driver and passenger side door mirrors • Manual extendable trailer mirrors • Turn signal indicator in door mirrors • Black door mirrors • Reverse opening left rear passenger door • Reverse opening right rear passenger door • LT245/75RS17 AS BSW front and rear tires • 17 x 7.5-inch front and rear argent steel wheels

Convenience

• Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Power first-row windows • Integrated side steps • Fixed rear windshield • Front beverage holders • Illuminated locking glove box • 8 beverage holders • Rear beverage holders • Illuminated glove box • Instrument panel covered bin • Dashboard storage • Retained accessory power • Trip computer *** Upfitter switches** • Over the air updates • PRND in IP

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Comfort

• Manual climate control • Cabin air filter • Rear under seat climate control ducts • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage *** Cloth rear seat upholstery** • Carpet rear seatback upholstery • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

• Seating capacity: 6 • 40-20-40 split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Split-bench front seat • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Height adjustable rear seat head restraints • Split-bench rear seat • Manual driver seat lumbar *** Cloth front seat upholstery**

Entertainment Features

• 2 total number of 1st row displays • 8 inch primary display • Primary touchscreen display • AM/FM stereo radio • AM/FM • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Standard grade speakers • Speakers number: 6 • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • Digital clock • Compass • Exterior temperature display • Driver information center • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Gauge cluster display size (inches): 4.20 • Light tinted windows • Reflector headlights • Halogen headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Illuminated entry • Front reading lights • Variable instrument panel light • Daytime running lights • High mounted center stop light • Remote activated perimeter approach lighting • Fade interior courtesy lights • Pickup box cargo light

Technology and Telematics

• SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • Smart device wireless mirroring • FordPass App mobile app access • FordPass Connect 5G mobile hotspot internet access • 2 USB ports

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first and second-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • 6 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • SecuriLock immobilizer • Ford Security Package (1-year included with activation) security system • Remote panic alarm • AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

General Weights

Curb weight	6,466 lbs.	Rear curb weight	2,627 lbs.
* **GVWR**	**9,900 lbs.**	* **Payload**	**3,357 lbs.**

Trailering Weights

Fifth-wheel towing capacity	13,800 lbs.	Gooseneck towing capacity	14,000 lbs.
Conventional capacity	14,100 lbs.	GCWR	21,000 lbs.

Front Weights

Front curb weight	3,839 lbs.	GAWR front	4,800 lbs.
Axle capacity front	6,000 lbs.	Spring rating front	4,800 lbs.
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.

Off Road

Min ground clearance	8.5"	Loading floor height	37.0 "
Approach angle	17.8	Departure angle	21.0

Exterior Measurements

Vehicle body length	254.4"	Vehicle body width	80.0"
Vehicle body height	81.4"	Wheelbase	164.0"
Front brake diameter	14.3"	Rear brake diameter	14.3"
Front track	68.3"	Rear track	67.2"
Vehicle turning radius	27.1'	Cab to axle	56.1"
* **Axle to end of frame**	**47.6"**	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"
Front bumper to back of cab	146.3"		

Interior Measurements

Max interior rear cargo volume	31.6 cu.ft.	Interior rear cargo volume with seats folded	31.6 cu.ft.

Interior Volume

Total passenger volume	116.0 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.3"

Legroom

Leg room first-row	43.9"	Leg room second-row	33.5"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.8"

Hip Room

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Hip room first-row	62.5"	Hip room second-row	64.7"

Powertrain

Engine

Engine	6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft.@4000 RPM

Alternator

* **Alternator amps**	**190A**	* **Alternator type**	**Heavy-duty alternator**

Battery

Battery amps	68Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator

Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler		

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive

Drivetrain

Axle ratio	3.73

Exhaust

Tailpipe	Stainless steel single exhaust

Fuel

Fuel type	regular unleaded

Fuel Tank

Fuel tank capacity	34.00 gal.

Drive Feature

Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift	* **Rear locking differential**	**Driver selectable rear locking differential**

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type

Emissions

Emissions	Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types	E85 additional fuel types

Suspension and Handling

Suspension

Suspension	Firm ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Mono-beam rigid axle front suspension

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs

Rear Spring

Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs

Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension

Steering

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	17"	Front wheels width	7.5"

Rear Wheels

Rear wheels diameter	17"	Rear wheels width	7.5"

Front And Rear Wheels

Appearance	argent	Material	steel

Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Front wheel - RPM	649

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Rear wheel - RPM	649

Body Exterior

Trailering

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Towing class ..... Class V tow rating
Towing hitch ..... Trailer hitch
Towing trailer sway ..... Trailer sway control

Exterior Features

Number of doors ..... 4 doors
* **Running boards** ..... **Running boards**

Body

Body panels ..... Aluminum body panels with side impact beams

Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors
Turn signal in door mirrors ..... Turn signal indicator in door mirrors

Tires

Front tires LT load rating ..... E
Rear tires LT load rating ..... E

Wheels

Wheel covers ..... Wheel hub covers

Convenience

Door Locks

Door locks ..... Power door locks with 2 stage unlocking
Keyfob door locks ..... Keyfob activated door locks
All-in-one key ..... All-in-one remote fob and ignition key
Auto door locks ..... Auto-locking doors

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

12V power outlets ..... 2 12V power outlets

Pickup Box

Boxside steps ..... Integrated side steps

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders ..... 8 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Illuminated locking glove box
Illuminated glove box ..... Illuminated glove box
Instrument panel storage ..... Instrument panel covered bin
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
* **Upfitter switches** ..... **Upfitter switches**
Accessory power ..... Retained accessory power
Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control
Cabin air filter ..... Cabin air filter
Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

* **Rear seat upholstery** ..... **Cloth rear seat upholstery**
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type ..... Split-bench front seat
Driver seat fore/aft control ..... Manual driver seat fore/aft control
Split front seats ..... 40-20-40 split-bench front seat
Passenger seat fore/aft control ..... Manual passenger seat fore/aft control
Front head restraint control ..... Manual front seat head restraint control
Armrests front storage ..... Front seat armrest storage
Driver seat direction Driver seat with 4-way directional controls
Passenger seat direction Front passenger seat with 4-way directional controls
Reclining passenger seat Manual reclining passenger seat
Front head restraints ..... Height adjustable front seat head restraints
Armrests front center ..... Front seat center armrest
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Folding second-row seats ..... 60-40 folding rear seats
Rear seat folding position ..... Fold-up rear seat cushion
Rear head restraint control ..... Manual rear seat head restraint control
Rear seats fixed or removable ..... Fixed rear seats
Rear seat direction ..... Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

* **Front seat upholstery ..... Cloth front seat upholstery**
* **Front seatback upholstery ..... Cloth front seatback upholstery**

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ..... Primary touchscreen display
Primary display size ..... 8 inch primary display
Number of first-row displays 2 total number of 1st row displays

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Radio Features

External memory: SYNC 4 external memory control
Seek scan: Seek scan

Speakers

Speakers: Standard grade speakers
Speakers number: 6

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls
Speed sensitive volume: Speed sensitive volume
Voice activated audio: SYNC 4 voice activated audio controls
Wireless streaming: Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer: Trip odometer
Instrumentation display: Digital/analog instrumentation display
Configurable instrumentation gauges: Configurable instrumentation gauges

Instrumentation Displays

Temperature display: Exterior temperature display
Driver information center: Driver information center
Clock: Digital clock
Compass: Compass

Instrumentation Gauges

Tachometer: Tachometer
Oil pressure gauge: Oil pressure gauge
Transmission temperature gauge: Transmission fluid temperature gauge
Engine/electric motor temperature gauge: Engine/electric motor temperature gauge
Gauge cluster display size (inches): 4.20
Engine hour meter: Engine hour meter

Instrumentation Warnings

Engine temperature warning: Engine temperature warning
Oil pressure warning: Oil pressure warning
Low fuel warning: Low fuel warning
Low brake fluid warning: Low brake fluid warning
Battery charge warning: Battery charge warning
Headlights on reminder: Headlights on reminder
Key in vehicle warning: Key in vehicle warning
Door ajar warning: Door ajar warning
Service interval warning: Service interval indicator
Low tire pressure warning: Tire specific low air pressure warning

Glass

Tinted windows: Light tinted windows

Headlights

Headlights: Halogen headlights
Headlight type: Reflector headlights
Auto headlights: Auto on/off headlight control
Multiple headlights: Multiple enclosed headlights
Delay off headlights: Delay-off headlights
DRL preference setting: DRL preference setting

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Front Windshield

Wipers . . . Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry . . . . . Illuminated entry
Front reading lights . . . . . Front reading lights
Variable panel light . . . . Variable instrument panel light

Lights

Running lights . . . . . Daytime running lights
High mount stop light . High mounted center stop light
Perimeter approach lighting . . . . . Remote activated perimeter approach lighting
Interior courtesy lights . . . . Fade interior courtesy lights
Pickup box cargo light . . . . . Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree . . . . . SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device
Smart device integration . . . . . Smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports . . . . . 2 USB ports

Safety and Security

Airbags

Front impact airbag driver . . . Driver front impact airbag
Front impact airbag passenger . . . . . Cancellable front passenger air bag
Front side impact airbag passenger . . . . Seat mounted side impact front passenger airbag
Number of airbags . . . . . 6 airbags
Front side impact airbag driver . . . . Seat mounted side impact driver airbag
Overhead airbags . Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt . . . . . Rear seat center 3-point seatbelt
Height adjustable seatbelts . . . Front height adjustable seatbelts

Security System

Immobilizer . . . . . SecuriLock immobilizer
Security system . . . . . Ford Security Package (1-year included with activation) security system
Remote panic alarm . . . . . Remote panic alarm

Traction Control

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Selected Equip & Specs (cont'd)

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

As Configured Vehicle

Code	Description
Base Vehicle	
X2B	Base Vehicle Price (X2B)
Packages	
600A	Order Code 600A *Includes:* *- Engine: 6.8L 2V DEVCT NA PFI V8 Gas* *- Transmission: TorqShift-G 10-Speed Automatic* *Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.* *- Tires: LT245/75Rx17E BSW A/S* *Spare may not be the same as road tire.* *- Wheels: 17" Argent Painted Steel* *Includes painted hub covers/center ornaments.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- Ford Connectivity Package (1-Year Included)* *Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. To activate the 1-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*
Powertrain	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas
44F	Transmission: TorqShift-G 10-Speed Automatic *Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.*
X3E	Electronic-Locking w/3.73 Axle Ratio
NONGV	GVWR: 9,900 lbs
Wheels & Tires	
TD8	Tires: LT245/75Rx17E BSW A/S *Spare may not be the same as road tire.*
64A	Wheels: 17" Argent Painted Steel *Includes painted hub covers/center ornaments.*
Seats & Seat Trim	

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description
1	Cloth 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*

Other Options

164WB	164" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.* *Includes:* *- Ford Connectivity Package (1-Year Included)* *Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. To activate the 1-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*
66D	Pickup Box Delete *Includes rear view camera and prep kit. Deletes tailgate, tie down hooks, rearview camera and 7/4 pin connector. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford incomplete vehicle manual and the Ford truck body builder's layout book (and applicable supplements).* *Includes:* *- Rear Bumper Delete* *- Spare Tire, Wheel, Jack & Tire Carrier Delete* *- GVWR: 9,900 lbs* *The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).*
67D	190 Amp Alternator
18B	Platform Running Boards
66S	Upfitter Switches (6) *Located in overhead console.*

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description
	Requires valid FIN code.
	Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
1S_06	Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

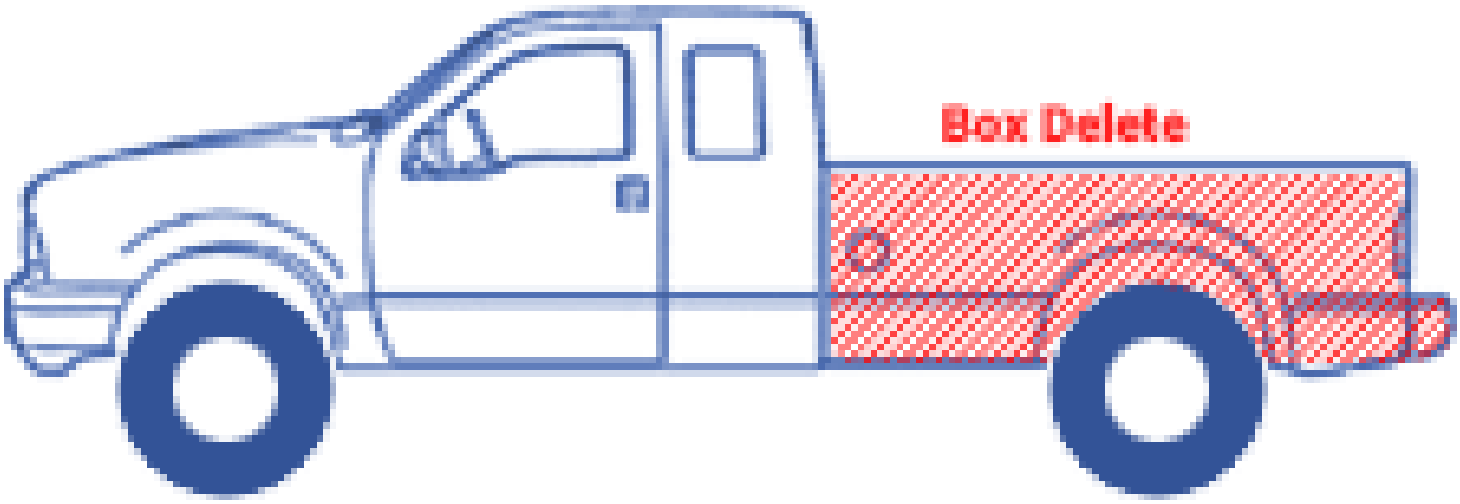
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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	9,900 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	900 lbs
Curb Weight (as configured)	6,466 lbs
TOTAL	**7,366 lbs**

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 615

Vehicle Dimension and Performance Summary (cont'd)

Payload	3,357 lbs
Useable Payload	2,457 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).

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Quotation

Date	Page
Aug 11, 2025	1
Order Number	
QTE0042079	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 F-250 / Animal Control Unit Up		SAN10606	BPY	Aug 11, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F-250 Cab and Chassis	White	City of Chandler Contract # PD5-005-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		POC: Lt. Botello / 928-341-2420 ext 2242 / San Luis PD			
		POC: Michelle Boucher / 928-341-2420 ext 2209 / San Luis PD			
		*** Whelen Lighting Package ***			
1.00	LBAR04840 / 9XT2FFFF - BUNDLE	54 Inch Edge 9X Amber Light Bar Package / Amber-White Special Whelen AZ CORE Bundle Package Pricing	1,919.7000	Y	1,919.70
1.00	BKRT00412 / MKEL94	Extended Edge 9X Lightbar Mounting Kit for a 2025 + F-250 Included with Special Whelen AZ CORE Bundle Package Pricing	0.0000	N	0.00
1.00	VACC02927 / CCP9	Core Control Point and Switch Combination Included with Special Whelen AZ CORE Bundle Package Pricing	0.0000	N	0.00
1.00	VACC02753 / CEM8	8 Output, 4 Imput WeCanX Expansion Module Included with Special Whelen AZ CORE Bundle Package Pricing	0.0000	N	0.00
4.00	LEDS04601 / TSS0F	ION T-Series DUO LED Light Head / Amber/White Included with Special Whelen AZ CORE Bundle Package Pricing	0.0000	N	0.00

Quotation continued on next page ...

Quotation

Date	Page
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Order Number	
QTE0042079	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 F-250 / Animal Control Unit Up		SAN10606	BPY	Aug 11, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F-250 Cab and Chassis	White	City of Chandler Contract # PD5-005-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	SPOT00429 / 221016-0002	6" LED Spotlight with Black Housing. 2024+ F-250 Driver Side Not on contract / Open market price / Unity MFG MSRP $806.66	399.3000	Y	399.30
1.00	SPOT00426 / 9078	Unity Installation Kit for Driver Side Not on contract / Open market price / Unity MFG MSRP of $133.33	66.0000	Y	66.00
1.00	CONS01874 / C-VSW-2400-F150-1	24" Vehicle-Specific Console for 2023+ Ford F-250 Pickup Contract price of 22% off Havis MSRP of $919.00	716.8200	Y	716.82
1.00	FACE00183 / C-FP-1	Havis 1" Blank Faceplate PB 2012-09-01 Included with price of console	0.0000	N	0.00
1.00	FACE00834 / C-EB30-XTL-1P-A	Havis 3" Angled Faceplate for Motorola APX 6500 Radio Included with price of console	0.0000	N	0.00
1.00	FACE00947 / C-EB40-CCT-1P	Havis 4" Faceplate for Whelen CCP9 Controller Included with price of console	0.0000	N	0.00
1.00	VACC02971 / C-USB-3	USB Type C & USB Type A Dual Port Charger Contract price of 22% off Havis MSRP of $102.00	79.5600	Y	79.56
1.00	VACC03195 / C-LPO	DC Lighter Plug Outlet with Cap	12.4800	Y	12.48

Quotation continued on next page ...

Quotation

Date	Page
Aug 11, 2025	3
Order Number	
QTE0042079	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 F-250 / Animal Control Unit Up		SAN10606	BPY	Aug 11, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F-250 Cab and Chassis	White	City of Chandler Contract # PD5-005-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contract price of 22% off Havis MSRP of $16.00			
1.00	CONS01844 / C-AP-0325-1	3" Rubber Lined Composite Accessory Pocket, 2.5" Deep Contract price of 22% off Havis MSRP of $53.00	41.3400	Y	41.34
1.00	CONS01623 / CUP2-1001	Havis 4" Self-Adjusting Dual Cup Holder Contract price of 22% off Havis MSRP of $70.00	54.6000	Y	54.60
1.00	CONS00337 / C-AP-0945-L	9" Accessory Pocket W/Hinged Lid & Lock, 4.5" Deep PB 2012-09-01 Contract price of 22% off Havis MSRP of $222.00	173.1600	Y	173.16
1.00	CONS01752 / C-APW-1390	13" Accessory Pocket, 9." Deep for 3.3"W Section of Wide Con Contract price of 22% off Havis MSRP of $87.00	67.8600	Y	67.86
1.00	FACE00860 / C-FPW-35	3-1/2" Filler Plate for Wide VSW Consoles Included with price of console	0.0000	N	0.00
1.00	CONS01770 / C-FPW-2	2" Filler Plate for Wide VSW Consoles Included with price of console	0.0000	N	0.00
1.00	CONS00357 / C-MCB	Havis Mic Clip Bracket PB 2012-09-01 Contract price of 22% off Havis MSRP of $20.00	15.6000	Y	15.60
1.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP	34.9900	Y	34.99

Quotation continued on next page ...

Quotation

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 F-250 / Animal Control Unit Up		SAN10606	BPY	Aug 11, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F-250 Cab and Chassis	White	City of Chandler Contract # PD5-005-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Not on contract / Open market price / Mag Mount MSRP $39.99			
1.00	CONS00396 / C-ARM-102	Havis Side Mount Adjustable Armrest PB 2012-09-01 Contract price of 22% off Havis MSRP of $97.00	75.6600	Y	75.66
1.00	COMP00616 / C-HDM-214	8.5" Heavy-Duty Telescoping Pole, Side Mount PB 2012-09-01 Contract price of 22% off Havis MSRP of $190.00	148.2000	Y	148.20
1.00	COMP01556 / C-MD-119	11" Slide Out Locking Swing Arm w/ Low Profile Motion Adapte Contract price of 22% off Havis MSRP of $379.00	295.6200	Y	295.62
1.00	COMP02097 / DS-GTC-311-3	Getac V110 Notebook Docking Station, Triple Pass-Thru Ant Contract price of 22% off Havis MSRP of $1,174.00	915.7200	Y	915.72
1.00	COMP02098 / DS-DA-413	Screen Support For a Getac V110 Notebook Contract price of 22% off Havis MSRP of $96.00	74.8800	Y	74.88
1.00	VACC01438 / LPS-116	Power Supply for use with Getac V110 Notebook Contract price of 22% off Havis MSRP of $258.00	201.2400	Y	201.24
1.00	COMP01769 / LPS-211	Bracket to Mount Power Supply to Docking Station Contract price of 22% off Havis MSRP of $45.00	35.1000	Y	35.10

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 F-250 / Animal Control Unit Up		SAN10606	BPY	Aug 11, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F-250 Cab and Chassis	White	City of Chandler Contract # PD5-005-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light Contract price of 50% off Sound Off MSRP of $144.00	72.0000	Y	72.00
1.00	ALAR00204 / SI340TK06	Secure Idle System for a 2022 + F-250 Not on contract / Open market price / MSRP $199.00	186.2500	Y	186.25
1.00	INST05526 / Parts	Custom Fiberglass Coaches C-100 Animal Control Body	28,660.0000	Y	28,660.00
1.00	VACC00885 / Graphics	Graphics Kit / As Per San Luis PD Specs Not on contract / Open market price	654.9900	Y	654.99
1.00	GRAP90001 / Graphics	Graphics Installation Not on contract / Open market price	469.8000	N	469.80
1.00	INST05786 / CH15.1.20	911 Circuits Wire Harness with Smart Timer and 20 Foot Cable Not on contract / Open market price / MSRP $1,000.00	670.6800	Y	670.68
45.00	LABO90001 / AEP INSTALL	Labor Charges to Install All Above Emergency Equipment EVT-Certified Technician Labor This includes hooking up warning & scene lights on animal control service body	105.0000	N	4,725.00
5.00	LABO90001 / AEP INSTALL	Labor Charges to Install Customer Supplied Radio EVT-Certified Technician Labor	105.0000	N	525.00

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 F-250 / Animal Control Unit Up		SAN10606	BPY	Aug 11, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	F-250 Cab and Chassis	White	City of Chandler Contract # PD5-005-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05440 / AEP-Misc	Shop Supplies	150.0000	Y	150.00
		Fees AEP Phoenix / Animal Control Unit Handling Fee		Y	2,000.00
		Shipping		N	200.00
		*** CUSTOMER SUPPLIED EQUIPMENT ***			
1.00	INST05685 / CSM	Motorola APX 6500 Remote Head Radio Kit	0.0000	N	0.00
1.00	INST05685 / CSM	CradlePoint Unit	0.0000	N	0.00
1.00	INST05685 / CSM	CradlePoint Antenna	0.0000	N	0.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- **ESTIMATES VALID FOR 30 DAYS**
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling $10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**35,721.75**
Labor / Services	**5,719.80**
Trans / Trip / Fee	**2,000.00**
Shipping	**200.00**
Order Discount	**0.00**
Subtotal	**43,641.55**
Total sales tax	**3,432.68**
Total order	**47,074.23**

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	**AMENDMENT NO.: Four (4)**
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Four (4) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: January 23, 2025

CITY OF CHANDLER SERVICES AGREEMENT
POLICE VEHICLE UPFITTING
CITY OF CHANDLER AGREEMENT NO.PD5-055-4859

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and American Emergency Products, an Arizona C-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made January 24, 2025 (Effective Date).

RECITALS

A. City proposes to provide police vehicle upfitting as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year, and begins on February 1, 2025, and ends on January 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under all Agreements must not exceed $1,211,280.00. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by

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the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work

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specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must

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maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: Dion Begay
Title: Warehouse & Supply Program Manager	Title: Operations Manager
Address: 975 E. Armstrong Way, Bldg. I.	Address: 3433 E. Wood St.
Chandler, AZ 85286	Phoenix, AZ 85040
Phone: 480-782-2416	Phone: 602-453-9111
Email: Juan.Martinez@Chandleraz.gov	Email: dion.begay@aep-na.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

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administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

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accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: Kevin Hartke

Its: Mayor

FOR THE CONTRACTOR

By: [signature]

Its: Operations Manager

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney

TMO

ATTEST:

By: Dana R. DiLong
City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

General

The Contractor shall provide upfitting of Police vehicles. The list below includes the known vehicles to be upfitted in FY 24/25. Other emergency and non-emergency vehicles may be added through the term of the contract.

Police Patrol (PIU, Tahoe & Ford F150 Responder, Dodge Durango & Chevy Silverado)
K-9 & DUI (Tahoe)
Police Aides (F-150, SUV's & Tahoe's)
Volunteers (F-150 & SUV's)
CIB & OSB (Sedans & SUV's)
Watch Commander (Explorers)
VCU (2 pickups and 2 Explorers)
Low Acuity Response Vehicle - Fire
Chief Office Staff Vehicles Explorers – Fire
Crisis Response – Full Size Transit Van & PIU - Fire

Equipment

Equipment must be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

Mounting Locations

All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware, console edges inside and outside. Zip-ties shall be flush cut. Contractor shall use nuts and bolts only; no TEK screws.

Wiring

All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered with the first delivery of each Bid Item

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for each model year. No payment will be made to the Contractor until a complete wiring diagram is received by Fleet Services Division, Fleet Control Section.

Vehicle Delivery

Contractor shall deliver all completed vehicles to the City of Chandler, Fleet Services Division, located at 975 East Armstrong Way. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule delivery contact fleet services staff twenty-four (24) hours prior to delivery. The City will deliver vehicles to the contractor or have them shipped to contractor from the dealer. Contractor will be required to notify the City of any damage to vehicles within 24 hours of receipt

Completion time

Contractor shall build a completion schedule and send it to the City based on each vehicle build. City will send contractor a Purchase Order for each build. Contractor shall notify City if any changes to schedule need to be made within 24 hours of knowledge of changes. Contractor shall provide status of vehicle when requested by City.

Liquidated Damages

The Contractor fails to deliver the supplies or perform the services within the time specified in its agreement the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $20.00 per vehicle. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Manufacturer	Discount % from Current Manufacturers List	Price list Publication Date
Troy	30%	Current
Soundoff	50%	Current
Motorolla	0%	Current
Streamlight	10%	Current
Pro Guard	20%	Current
CCI	N/A	N/A
Havis	22%	Current
Tomar	20%	Current
Sho-Me	10%	Current
Amer.Alum	10%	Current
Ray Allen	0%	Current
Brother	0%	Current
Panaroma	10%	Current
Setina	10%	Current
Whyle	N/A	N/A
Samlex	0%	Current
911 Circuits	0%	Current
911 Signal	N/A	N/A
Jotto	25%	Current
Code 3	30%	Current
Tufloc	0%	Current
Whelen	30%	Current
Highway Products	0%	Current
Federal Signal	30%	Current
PTS (prisoner transport systems)	30%	Current
Go-Rhino	20%	Current
Westin	Toolboxes 12%, Bumpers 25% Winches 0%, Hint Mounts 20%	Current
Gamber Johnson	30%	Current
Vigilant Solutions	0%	Current
Feniex	10%	Current
Trademark	0%	Current
Minimum Discount for items not on list	0%	Current
Maximum mark up on subcontractors	20%	Current
B & B Enterprises	15%	Current
Labor Hourly Rate:	$105.00	

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

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years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. C.**

Meeting Date: 08/27/2025
Department Head: Tomas Sanchez, City Engineer, Engineering
Submitted By: Oscar Barnett, Project Manager, Engineering
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the engagement of engineering services with Dahl, Robins, & Associates, Incorporated, for the design of 10th Avenue Widening from Cesar Chavez Boulevard to County 22nd Street. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is seeking Council approval to accept a professional services proposal from Dahl, Robins, & Associates Incorporated for the design of 10th Avenue, widening from Cesar Chavez Boulevard to County 22nd Street.

The design will include dual lanes in each direction, a center turn lane, and curbing, sidewalk, street lighting, and retention basins on the east side of the road. Design will also include a multi-use path separated from the road in lieu of the sidewalk as an option for construction. The professional services will also include preparation of legal descriptions and exhibits for new right-of-way acquisition, as well as construction cost estimates.

The roadway improvements will help alleviate traffic congestion during peak hours for residents who travel on this section of road daily, particularly in the vicinity of the nearby schools. The improvements will enhance safety, improve traffic flow, and help reduce or eliminate vehicle and pedestrian accidents.

The Engineering Department is requesting City Council approval to accept a professional services proposal from Dahl, Robins, & Associates, Incorporated for the amount of $100,000.00 as allowed under the city's procurement code 3.05.080, professional services. This engineering firm is included on the City's on-call engineering services list, per Resolution No. 2162.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROFESSIONAL SERVICES CONTRACT BY DAHL, ROBINS, & ASSOCIATES, INCORPORATED FOR THE DESIGN OF 10TH AVENUE WIDENING FROM CESAR CHAVEZ BOULEVARD TO COUNTY 22ND STREET IN THE AMOUNT OF $100,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$100,000.00
BUDGETED AMOUNT:	$100,000.00

AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - Improvement Roads 200-860-90010 - $1,904,000.00

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

Capital Outlay - Improvement Roads 200-860-90010 - $1,904,000.00

Attachments

Proposed Contract

DRA Proposal

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") is effective the ____ day of _____ 2025, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Dahl Robins, and Associates, Inc., an Arizona professional limited liability company, authorized to do business in the State of Arizona ("ENGINEER"). ENGINEER and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project").

B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.

C. CITY desires to engage ENGINEER, and ENGINEER agrees to render certain technical advice and professional services to CITY, as necessary.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION I – DESCRIPTION OF PROJECT

The Project described in the attached Exhibit 1, ENGINEER's Proposal for Engineering Services of July 28, 2025, for providing land surveying, engineering and drafting services for the 10th Avenue Widening Design (from Cesar Chavez Blvd. to County 22nd Street). Said exhibit is incorporated by reference as though fully set forth again in full.

SECTION II – SCOPE OF WORK

ENGINEER's scope of work is as described in Exhibit 1.

SECTION III – ADDITIONAL SERVICES

CITY and ENGINEER understand that it may be necessary, in conjunction with the Project, for ENGINEER to perform or secure the performance of services other than those set forth in the proposal. If the CITY requests additional services, ENGINEER shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the additional services. ENGINEER shall not proceed to perform any such additional service until CITY has determined that such additional service is beyond the scope of the basic services to be provided by ENGINEER and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis City Engineer or City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION IV – AUTHORITY OF THE SAN LUIS CITY ENGINEER

ENGINEER shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the City Engineer. The City Engineer reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. Any changes, additions or deletions to the scope work shall be subject to an approved and executed amendment to the Agreement. The City Engineer is authorized to execute the change orders on behalf of CITY.

SECTION V – RESPONSIBILITY OF ENGINEER
By executing this Agreement, ENGINEER represents and states to CITY that it possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. ENGINEER further warrants that it will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

SECTION VI – INDEPENDENT CONTRACTOR
The Parties to this Agreement agree that ENGINEER, its employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that ENGINEER's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the ENGINEER as independent contractor include, but are not limited to, control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

SECTION VII – MATERIALS AND EQUIPMENT
ENGINEER shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

SECTION VIII – DIGITAL FILES
ENGINEER shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY. CITY shall be the owner of the files and owner of all copyrights or other intellectual property rights thereto.

SECTION IX – EMPLOYMENT OF PERSONNEL
ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel.

SECTION X – TIME OF PERFORMANCE
Subject to the provisions of this Agreement, ENGINEER agrees to perform the Project in accordance with the proposal. The services of ENGINEER are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. ENGINEER's anticipated period of performance following execution of this agreement will be 180 calendar days for design plans, construction cost estimate, project manual, and right of way exhibits. Time is of the essence of this Agreement.

SECTION XI – COMPENSATION
Subject to the provisions of this Agreement, ENGINEER agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed $100,000, as delineated in the proposal at Exhibit 1, unless specifically authorized by a written amendment to this Agreement executed prior to the commencement of any additional work. ENGINEER shall prepare invoices in accordance with this Agreement and shall submit such invoices to CITY once a month covering the amount and value of the Project satisfactorily performed by ENGINEER up to the date of such invoice. No later than 45 days from the receipt of an invoice, CITY shall pay ENGINEER for work satisfactorily performed on a time and materials basis.

If the CITY wants the ENGINEER to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION XII – ASSIGNMENT
ENGINEER shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

SECTION XIII – INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of ENGINEER (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to ENGINEER's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY or any Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the CITY's Liability Insurance provided for by the Arizona Municipal Risk Pool.

Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid by the City to the ENGINEER under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER shall not be liable to CITY for any special, indirect or consequential damages whatsoever, whether caused by ENGINEER's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

SECTION XIV – INSURANCE

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, ENGINEER will maintain insurance in conformance with the requirements set forth below. ENGINEER will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. ENGINEER acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, the following types and amounts of insurance:

Without in any way limiting ENGINEER's liability pursuant to the indemnification described above, ENGINEER shall maintain, during the term of this Agreement, the following types and amounts of insurance:

Coverage Type	Coverage Amounts- Minimum Limits:
Commercial General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability	$1,000,000 Combined Single Limit, per occurrence and $2,000,000 general aggregate

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	$1,000,000 Combined Single Limit, per Occurrence

If ENGINEER owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If ENGINEER or ENGINEER's employees use personal motor vehicles in any way on this Project, then ENGINEER shall obtain evidence of personal motor vehicle liability coverage for each such person.

Workers Compensation and Employer's Liability	Statutory $1,000,000
Professional Liability Errors and Omissions	$1,000,000 per claim and $2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. ENGINEER shall provide CITY with certificates of insurance documenting that the ENGINEER has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days' prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

ENGINEER will provide the City with a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by ENGINEER shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The ENGINEER shall provide these certificates to the CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

SECTION XV – COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by ENGINEER pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

ENGINEER declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. ENGINEER further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. ENGINEER certifies that, if he hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement ENGINEER shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her

personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

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

C. San Luis Business License

ENGINEER shall obtain and maintain a San Luis Business License.

SECTION XVI – INSPECTION OF WORK

CITY's representative or its designee shall at all times have the right to inspect the work, services or performance of ENGINEER. ENGINEER shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve ENGINEER of any obligation to perform such services in accordance with the law or this Agreement.

SECTION XVII – NO WAIVER

ENGINEER agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by ENGINEER shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION XVIII – ATTORNEYS' FEES; COURT VENUE

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona or United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

SECTION XIX – NOTICES

A. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

B. Notices for delivery to the OWNER shall be to the attention of the City Engineer, copies to the City Manager, City Attorney, and City Clerk.

C. Notices for delivery to the ENGINEER shall be to the attention of Kevin A. Dahl, PE, RLS, 1560 5th Avenue, Yuma, Arizona 85364 (or successor statutory agent).

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

SECTION XX – TERMINATION
Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay ENGINEER for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of ENGINEER.

SECTION XXI – OWNERSHIP OF DOCUMENTS
Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of ENGINEER.

When ENGINEER creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

SECTION XXII – GOVERNING LAW AND SEVERABILITY
This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

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

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

SECTION XXV – NO THIRD-PARTY BENEFICIARIES
There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

SECTION XXVI – NO AGENCY CREATED
It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

SECTION XXVII – NO PERSONAL LIABILITY
No member, official or employee of the CITY shall be personally liable to ENGINEER, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the ENGINEER or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of ENGINEER under this Agreement shall be limited solely to the assets of ENGINEER and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of ENGINEER; (ii) the shareholders, members or managers or constituent partners of ENGINEER; or (iii) officers of ENGINEER.

SECTION XXVIII – SURVIVAL
All representations and warranties of ENGINEER, ENGINEER's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

SECTION XXIX – TIME OF THE ESSENCE
Time is of the essence in this Agreement and ENGINEER agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed within 180 days of issuance of Notice to Proceed. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the ENGINEER of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

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

SECTON XXXI – CERTIFICATION

A. SAFETY. The ENGINEER expressly agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the federal Occupational Safety and Health Act (known as OSHA) and any occupational safety and health act of Arizona including but not limited to training provisions of personal protective equipment; adherence to all appropriate lockout-tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

B. NO BOYCOTT OF ISRAEL. The ENGINEER certifies, to the extent permitted by law, that it does not participate in and agrees not to participate in during the term of this Agreement in a boycott of Israel under A.R.S. § 35-393.01.

C. NO FORCED LABOR OF THE ETHNIC UYGHURS. Under A.R.S. § 35-394, CONTRACTOR certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Agreement that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By signing this Agreement, the ENGINEER certifies in writing that if the ENGINEER becomes aware during the term of the Agreement that the ENGINEER is not in compliance with the written certification, the ENGINEER shall notify the CITY within five business days after becoming aware of the noncompliance. If the ENGINEER does not provide the CITY with a written certification that the ENGINEER has remedied the noncompliance within one hundred eighty days after notifying the CITY of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

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

SECTON XXXIII – COUNTERPARTS

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

SECTION XXXIV – ENTIRE AGREEMENT

This Agreement, including its Exhibit, represents the entire understanding of CITY and ENGINEER as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

The Parties have executed this Agreement in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this Agreement. The original Agreement will be filed with the City of San Luis Clerk. The ENGINEER agrees that this Agreement, as negotiated, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount. The CITY shall pay to the ENGINEER, as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the PROJECT documents, the sum of $100,000.00.

City of San Luis, Arizona

_____
Tadeo Azael De La Hoya, Vice Mayor

Date: _____

Attest:

_____
Sonia Cornelio, City Clerk

Approved As to Form:

_____
Kay Marion Macuil, City Attorney

Dahl, Robins & Associates, Inc.

_____
Kevin A Dahl, PE, RLS

Date: _____

Kevin A. Dahl, P.E., R.L.S.
Christopher D. Robins, P.E., R.L.S.
Juan N. Lomeli', R.L.S.

DAHL, ROBINS & ASSOCIATES, INC.

July 28, 2025

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

Attention: **Tomas Sanchez, PE, RLS, City Engineer**
Reference: **10th Avenue Widening Design - Cesar Chavez Blvd to Co 22nd St**
Proposal for Engineering Services

Dear Mr. Sanchez:

Pursuant to your request, please find the following proposal for providing land surveying, engineering and drafting services for the referenced project in San Luis, Arizona. This proposal includes the establishment of survey control lines and topographic data collection of visible improvements for the area identified in our scoping meeting. Data collection will be performed within the existing street right-of-way for the preparation of fulll widening plans for 10th Avenue between Cesar Chavez Blvd & Co 22nd St as required, in accordance with the following scope of work:

1.	New street widening along 10th Avenue between Cesar Chavez Blvd & Co 22nd St to in accordance with the street section provided with two alternative cross sections, one for sidewalk and one for multi-use pat, including cost estimates for both options. Street lights will be added on the east side with dual mast arms.

Anticipated tasks and level of effort have been itemized and outlined in the following tables:

ITEM	DESCRIPTION	MGR	SUR	ENG	CAD	CLE	EXP
1.	Project initiation	2	0	2	0	0	$0
2.	Horizontal and Vertical Control	0	4	4	4	0	$0
3.	Topographic Survey	2	16	8	16	0	$0
4.	30% Design Submittal	8	0	40	48	0	$0
5.	60% Design Submittal	8	0	40	48	0	$0
6.	100% Design Submittal	8	0	40	48	0	$0
7.	ROW Legal Descriptions & Exhibits	8	0	16	16	0	$0
8.	Construction Cost Estimates	8	0	40	24	8	$0
9.	Project Manual	12	0	4	4	4	$0
10.	Reviews and Submittals	8	0	12	20	0	$0
11.	Deliverables	0	0	4	4	0	$0
	Subtotal Manhours	**64**	**20**	**210**	**232**	**12**	
	Hourly Rate	**$250**	**$300**	**$200**	**$150**	**$100**	
	Total Cost	**$16,000**	**$6,000**	**$42,000**	**$34,800**	**$1,200**	**$0**
	Total Cost						**$100,000**

Post Construction Phase is excluded from this proposal and will be determined at a later date, as needed. We appreciate the opportunity to work with you on this project. Please contact me if you have any questions.

Sincerely,
DAHL, ROBINS & ASSOCIATES, INC.

Adrian Vega

1560 S. 5th Avenue Yuma, AZ 85364
(928) 819-0825 fax:(928) 819-0826
www.dahlrobins.com

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. D.**

Meeting Date: 08/27/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0299F - Orchidea Park Townhomes Phase 1; a request by Vega & Vega Engineering, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Townhomes Phase1 final plat, located at the southeast corner of 24th Avenue and County 24th Street intersection, in San Luis, Arizona. **(Juan Leal Rubio, Assistant Director of Development Services)**

SUMMARY:

This subdivision will consist of approximately 153.4 acres. Orchidea Park Townhomes Phase 1 Subdivision will consist of 10.50 acres and the 2 remaining large lots are designated for future phases. Orchidea Park Townhomes Phase 1 Subdivision will contain 83 residential lots that range in size from approximately 2,700 square feet to 5,400 square feet. The property is located at the southeast corner of 24th Avenue and County 24th Street intersection. Assessor's Parcel Number 227-14-002.

On June 14, 2023, City Council approved Rezoning Case No. 2023-0144 which rezoned a portion of Assessors Parcel Number 227-14-002 from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2). Medium-High Density Residential (R-2) allows the applicant to increase the residential density with smaller size lots.

The applicant has provided the information and materials necessary for the review of the final plat for Orchidea Park Townhomes Phase 1 Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of Subdivision Case No. 2024-0299F with the following condition:

1. Prior to recordation of final plat, applicant must address comments from Comment Letter prepared by the City of San Luis Development Services Department dated August 21, 2025, to the satisfaction of City of San Luis staff.
2. Developer shall comply with development agreement approved by Resolution No. 2350.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2024-0299F WITH CONDITION AS PRESENTED BY STAFF.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Presentation
Location Map
Aerial
Final Plat
Improvement Plans
Comment Letter Dated 8/21/2025
Resolution No. 2350 Development Agreement

CITY COUNCIL

August 27, 2025

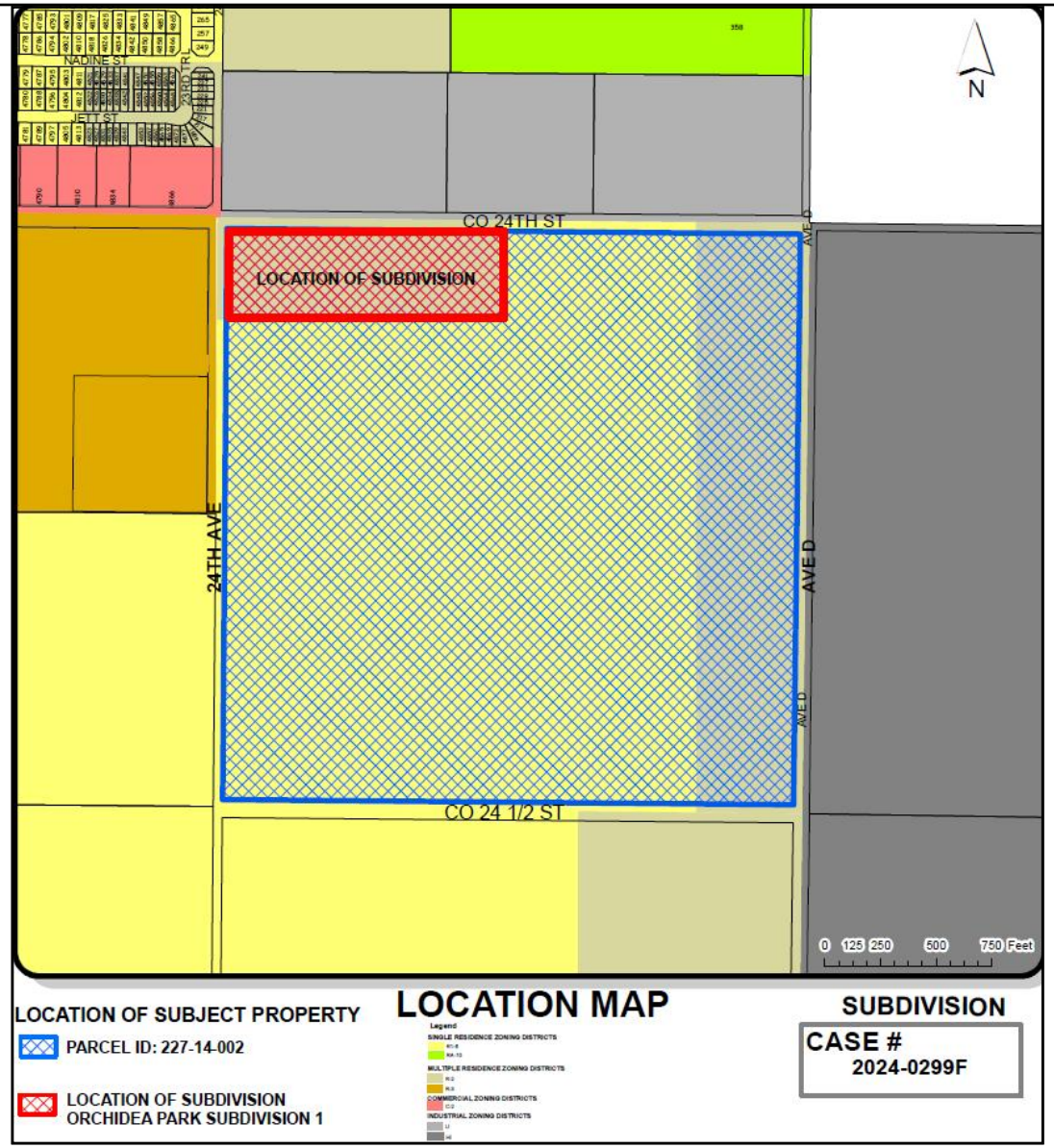
Orchidea Park Townhomes Phase I Subdivision Final Plat

- Requests: Vega & Vega Engineering Inc., representing Von Verde Partners, L.L.C., is requesting approval of the Orchidea Park Townhomes Subdivision Final Plat, Case No. 2024-0299F.

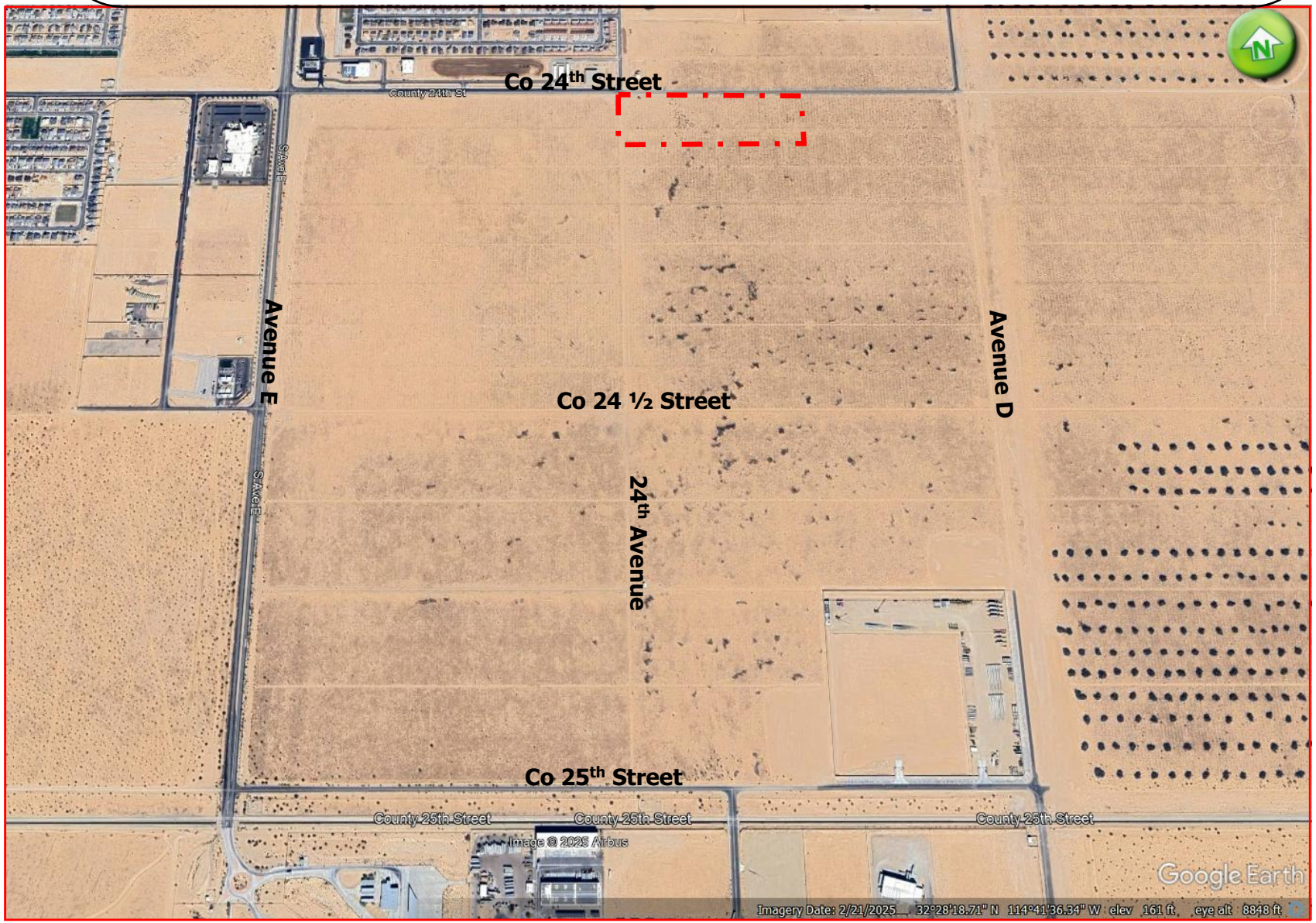
- Location: SE corner of 24th Avenue and County 24th Street in San Luis, Arizona, part of Assessor's Parcel Number 227-14-002.

- Summary: The entire subdivision is approximately 153.4 acres in size, with Phase 1 covering 10.50 acres. Phase 1 will contain 83 residential lots that range in size from approximately 2,700 to 5,400 sq ft. The portion of the parcel covering this final plat is zoned Medium-High Density Residential (R-2).

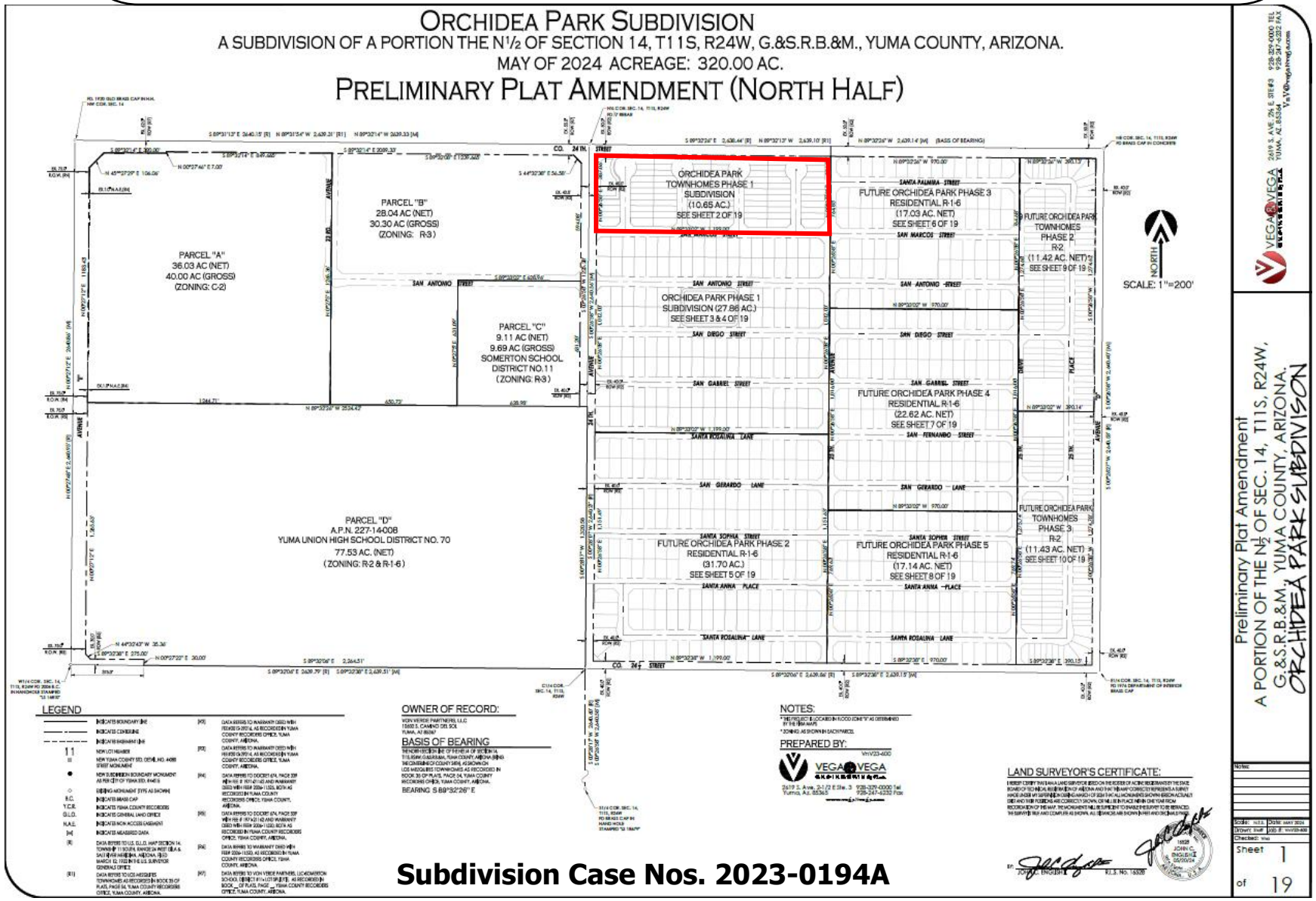
Orchidea Park Townhomes Phase I Subdivision Final Plat



Orchidea Park Townhomes Phase I Subdivision
Final Plat

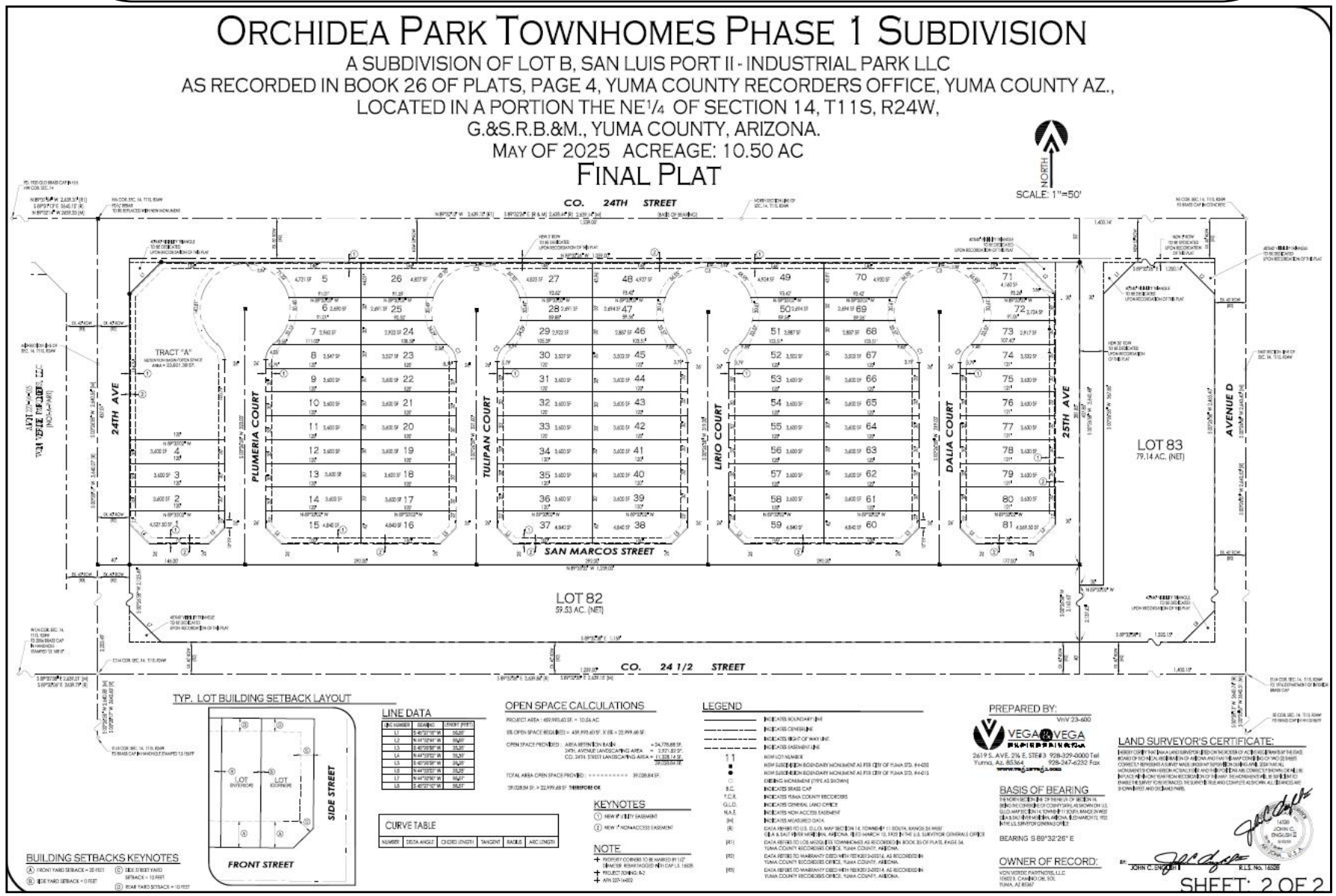


Orchidea Park Townhomes Phase I Subdivision Final Plat



Subdivision Case Nos. 2023-0194A

Orchidea Park Townhomes Phase I Subdivision Final Plat





Looking southeast from subject property



Looking south from subject property


Looking east from subject property



Looking west from subject property

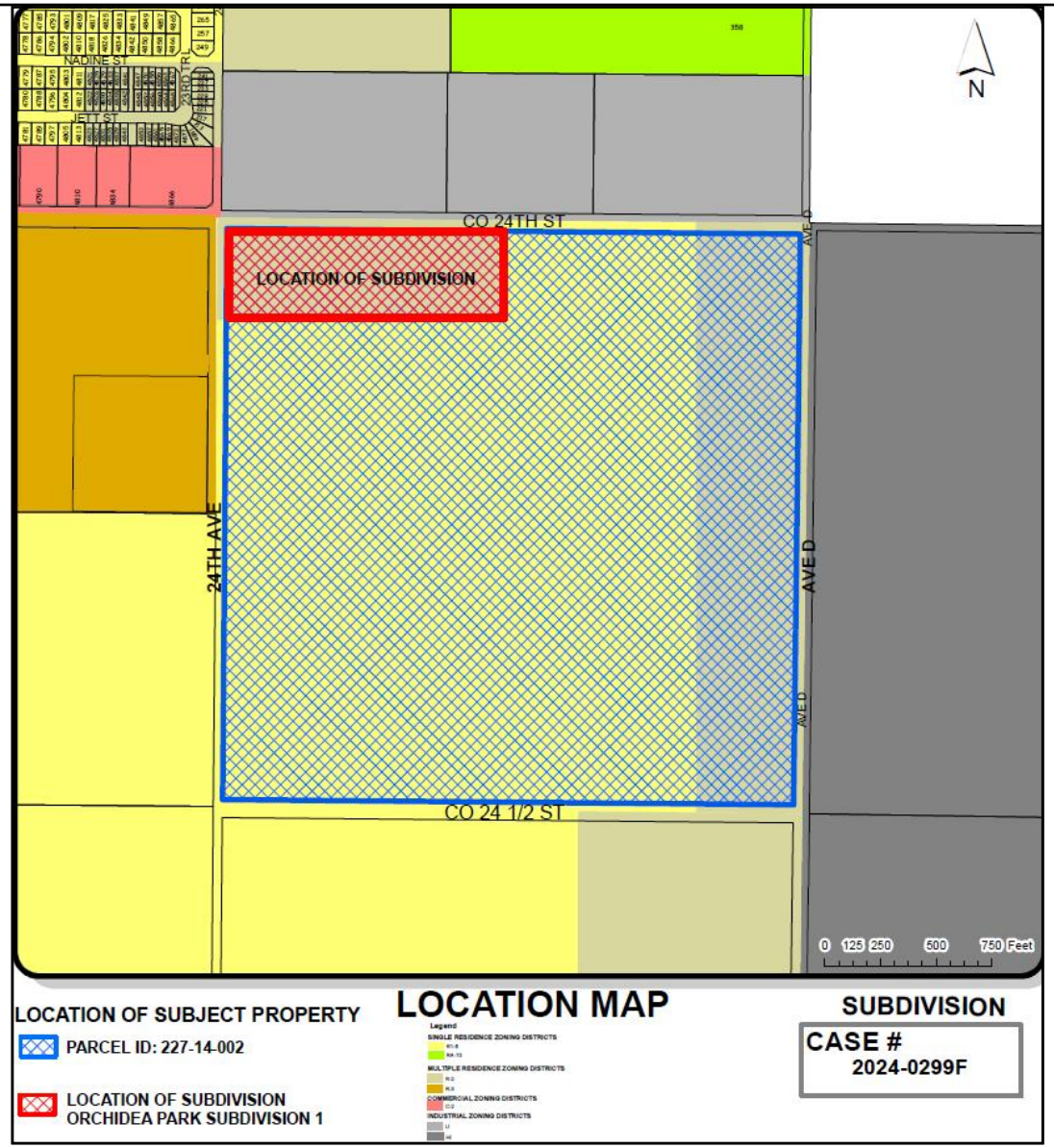
Orchidea Park Townhomes Phase I Subdivision Final Plat

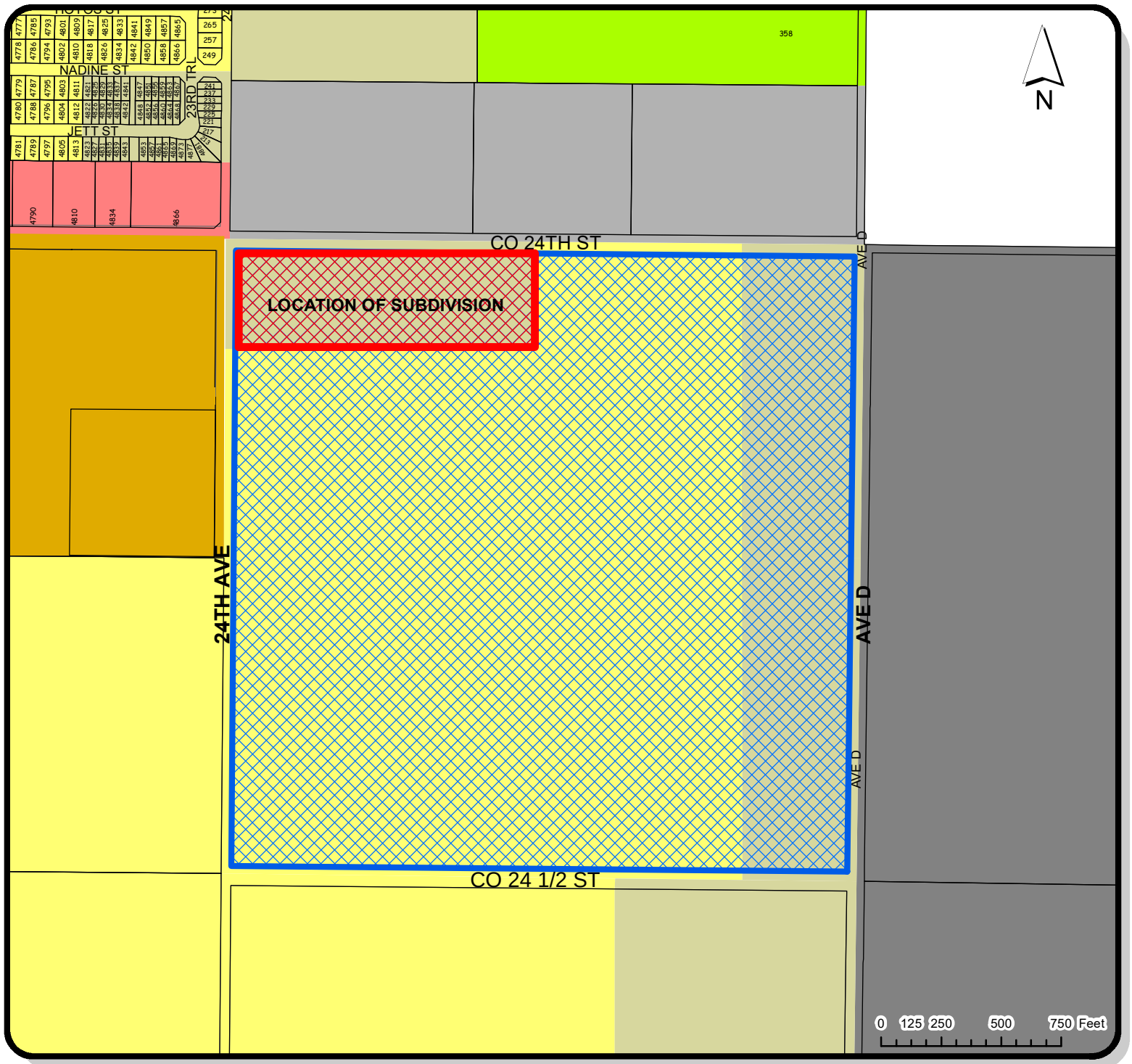
Staff recommends approval of Subdivision Case No. 2024-0299F with the following conditions:

1. Prior to recordation of final plat, applicant must address comments from Comment Letter prepared by the City of San Luis Development Services Department dated July 18, 2025, to the satisfaction of City of San Luis staff.

2. Developer shall comply with development agreement approved by Resolution No. 2350.

Orchidea Park Townhomes Phase I Subdivision Final Plat





LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PARCEL ID: 227-14-002

LOCATION OF SUBDIVISION
ORCHIDEA PARK SUBDIVISION 1

Legend
SINGLE RESIDENCE ZONING DISTRICTS
R1-6
RA-10
MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3
COMMERCIAL ZONING DISTRICTS
C-2
INDUSTRIAL ZONING DISTRICTS
LI
HI

SUBDIVISION

CASE #
2024-0299F

DATE:
5/30/2024

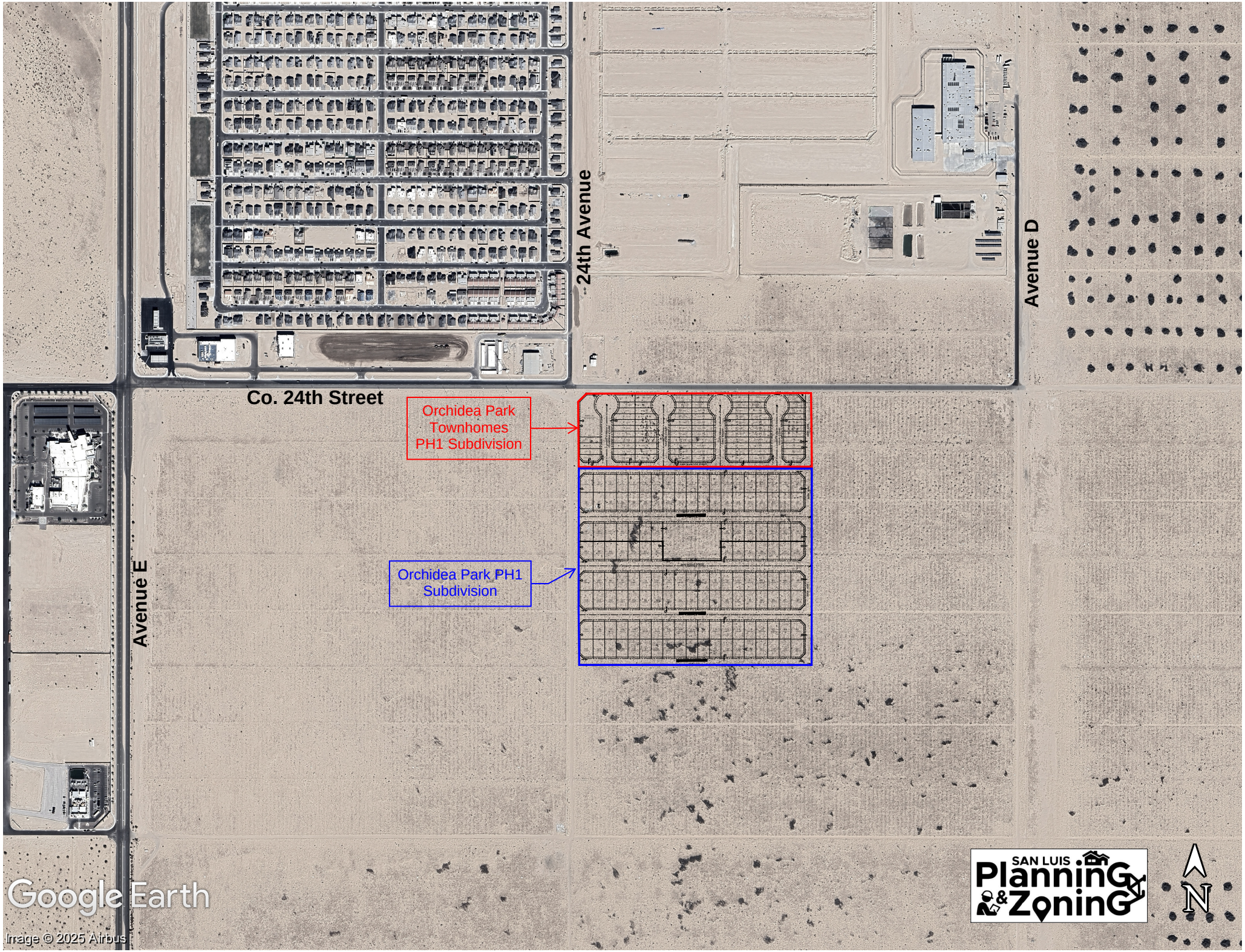
PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

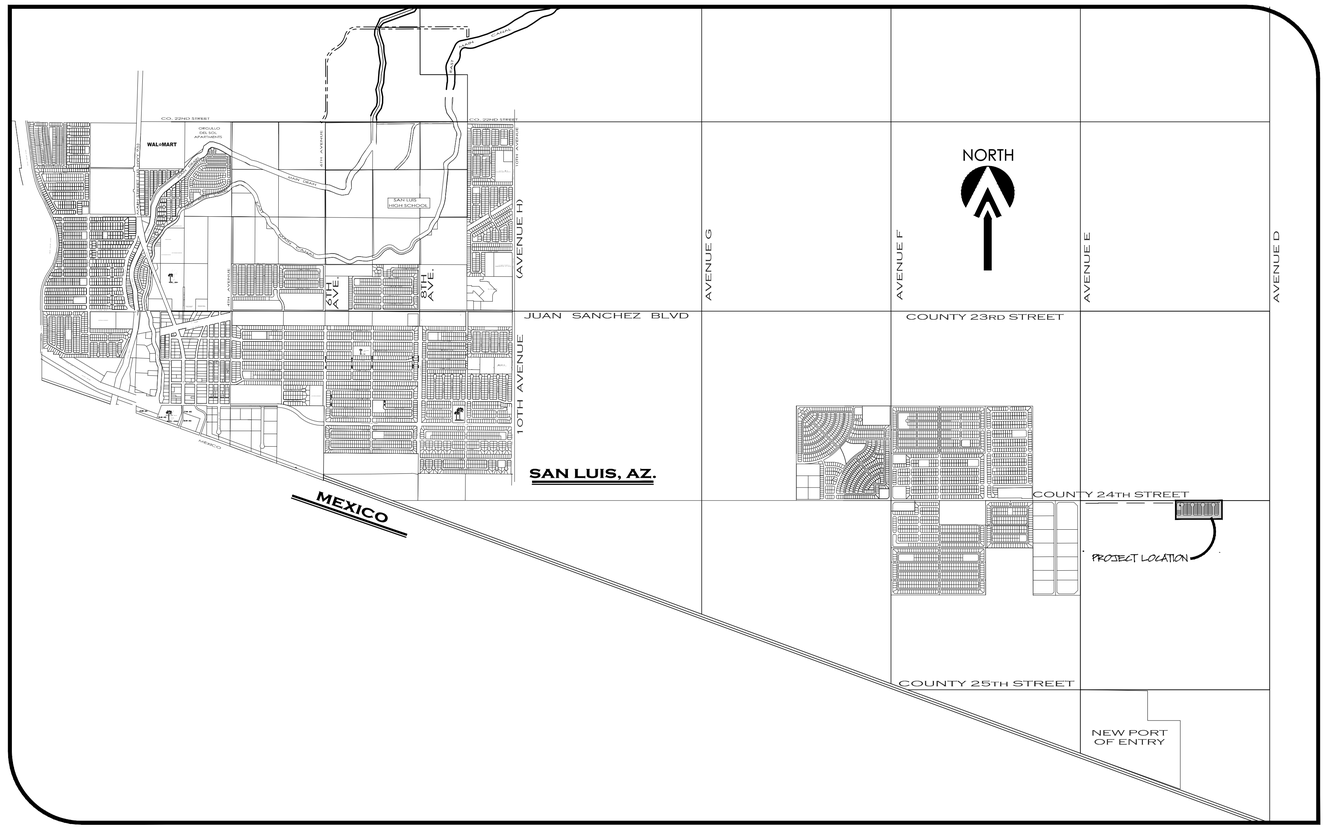
APPROVED BY:
JOSE A. GUZMAN


24th Avenue
Avenue D
Co. 24th Street
Orchidea Park Townhomes PH1 Subdivision
Orchidea Park PH1 Subdivision
Avenue E
Google Earth
Image © 2025 Airbus
SAN LUIS Planning & Zoning
N

ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION

A SUBDIVISION OF LOT B, SAN LUIS PORT II - INDUSTRIAL PARK LLC
AS RECORDED IN BOOK 26 OF PLATS, PAGE 4, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY AZ.,
LOCATED IN A PORTION THE NE¼ OF SECTION 14, T11S, R24W,
G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
AUGUST OF 2025 ACREAGE: 10.50 AC

FINAL PLAT



VICINITY MAP
SCALE: 1"=2000'

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT VON VERDE PARTNERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY, A SUBDIVISION OF A PORTION OF THE NE¼ OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G.&.S.R.B.&M., YUMA COUNTY, AZ, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, STREETS & TRACT UNDER THE NAME OF "ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF LOTS , TRACT AND STREETS CONSTITUTING SAID "ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION" , THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT VON VERDE PARTNERS LLC, AN ARIZONA LIMITED LIABILTY COMPANY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION HOMEOWNERS ASSOCIATION FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF THE THE ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION. LANDSCAPE AND THE MAINTENANCE OF TRACT "A SHALL BE THE RESPONSIBILITY OF THE THE ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.
A THREE-FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS; A 12-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL STREETLIGHTS IS HEREBY GRANTED

IN WITNESS WHEREOF: VON VERDE PARTNERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF DAVID J. LOO, AS
MANAGER OF NEW MESA MANAGER, LLC
MANAGER OF HOF MESA, LLC
MANAGER OF VON VERDE DEVELOPMENT, LLC
MANAGER OF VON VERDE PARTNERS, LLC

THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____20____.

_____
DAVID J. LOO
MANAGER OF NEW MESA MANAGER, LLC
MANAGER OF HOF MESA, LLC
MANAGER OF VON VERDE DEVELOPMENT, LLC
MANAGER OF VON VERDE PARTNERS, LLC

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED: DAVID J. LOO
MANAGER OF NEW MESA MANAGER, LLC
MANAGER OF HOF MESA, LLC
MANAGER OF VON VERDE DEVELOPMENT, LLC
MANAGER OF VON VERDE PARTNERS, LLC

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

BY:_____ MY COMMISSION EXPIRES:_____
NOTARY PUBLIC

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL OF 2024 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

BY:_____
JOHN C. ENGLISH R.L.S. No. 16528

REGISTERED LAND SURVEYOR
16528
JOHN C. ENGLISH II
8/19/25
Date Signed
ARIZONA, U.S.A.

APPROVED

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

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

_____
MAYOR

_____
CITY MANAGER

_____
DIRECTOR OF DEVELOPMENT SERVICES

_____
CITY PUBLIC WORKS DIRECTOR

_____
CITY ENGINEER

ELABORATED BY:

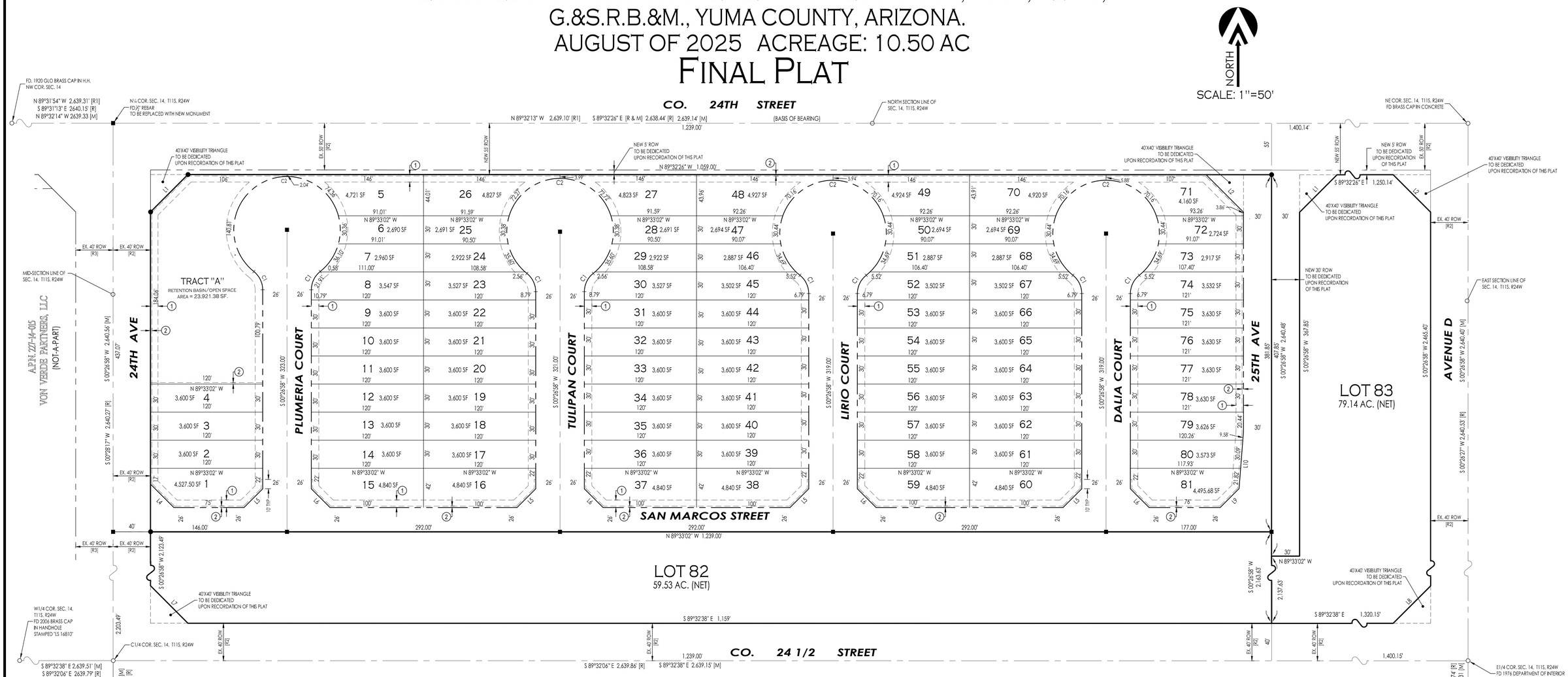
Vnv 23-600

VEGA & VEGA ENGINEERING, PLC
2619 S. Ave. 2½E, Ste 3 928-329-0000 Tel
Yuma, Az. 85365 928-247-6232 Fax
www.vegaNvega.com

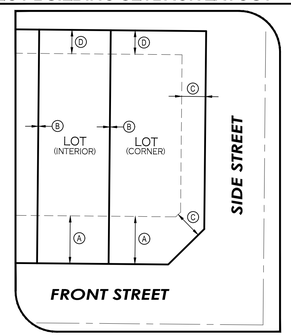
ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION

A SUBDIVISION OF LOT B, SAN LUIS PORT II - INDUSTRIAL PARK LLC
AS RECORDED IN BOOK 26 OF PLATS, PAGE 4, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY AZ.,
LOCATED IN A PORTION THE NE¼ OF SECTION 14, T11S, R24W,
G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
AUGUST OF 2025 ACREAGE: 10.50 AC

FINAL PLAT



TYP. LOT BUILDING SETBACK LAYOUT



BUILDING SETBACKS KEYNOTES

- (A) FRONT YARD SETBACK = 20 FEET
- (B) SIDE YARD SETBACK = 0 FEET
- (C) SIDE STREET YARD SETBACK = 10 FEET
- (D) REAR YARD SETBACK = 10 FEET

LINE DATA

LINE NUMBER	BEARING	LENGHT (FEET)
L1	S 45°27'16" W	56.56'
L2	N 44°32'44" W	56.56'
L3	S 45°26'58" W	35.36'
L4	N 44°33'02" W	35.36'
L5	S 45°26'58" W	28.28'
L6	N 44°33'02" W	28.28'
L7	N 44°32'50" W	56.57'
L8	S 45°27'10" W	56.57'
L9	S 45°26'58" W	28.63'
L10	N 04°53'09" E	61.50'

CURVE DATA

NUMBER	DELTA ANGLE	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	51°32'28"	21.74'	12.07'	25.00'	22.49'
C2	283°04'57"	70.90'	45.27'	57.00'	281.62'

OPEN SPACE CALCULATIONS

PROJECT AREA : 459,993.60 SF. = 10.56 AC

5% OPEN SPACE REQUIRED = 459,993.60 SF. X 5% = 22,999.68 SF.

OPEN SPACE PROVIDED : AREA RETENTION BASIN = 24,778.88 SF.
24TH. AVENUE LANDSCAPING AREA = 2,921.82 SF.
CO. 24TH. STREET LANDSCAPING AREA = 11,328.14 SF.
39,028.84 SF.

TOTAL AREA OPEN SPACE PROVIED : ========== 39,028.84 SF.

39,028.84 SF. > 22,999.68 SF **THEREFORE OK**

KEYNOTES

(1) NEW 8' UTILITY EASEMENT
(2) NEW 1' NON-ACCESS EASEMENT

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- PROJECT ZONING: R-2
- APN 227-14-002

LEGEND

———	INDICATES BOUNDARY LINE
— — —	INDICATES CENTERLINE
— · — · —	INDICATES RIGHT OF WAY LINE
— — — —	INDICATES EASEMENT LINE
11	NEW LOT NUMBER
■	NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. #4-030
●	NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. #4-015
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
Y.C.R.	INDICATES YUMA COUNTY RECORDERS
G.L.O.	INDICATES GENERAL LAND OFFICE
N.A.E.	INDICATES NON ACCESS EASEMENT
[M]	INDICATES MEASURED DATA
[R]	DATA REFERS TO U.S. G.L.O. MAP SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST GILA & SALT RIVER MERIDIAN, ARIZONA. FILED MARCH 12, 1922 IN THE U.S. SURVEYOR GENERALS OFFICE
[R1]	DATA REFERS TO LOS MEZQUITES TOWNHOMES AS RECORDED IN BOOK 35 OF PLATS, PAGE 54, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
[R2]	DATA REFERS TO WARRANTY DEED WITH FEE#2012-29216, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
[R3]	DATA REFERS TO WARRANTY DEED WITH FEE#2012-29214, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

PREPARED BY:

VnV 23-600

VEGA & VEGA ENGINEERING PLC
2619 S. AVE. 2½ E, STE#3 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

BASIS OF BEARING

THE NORTH SECTION LINE OF THE NE1/4 OF SECTION 14. (BEING THE CENTERLINE OF COUNTY 24TH), AS SHOWN ON U.S. G.L.O. MAP SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST GILA & SALT RIVER MERIDIAN, ARIZONA. FILED MARCH 12, 1922 IN THE U.S. SURVEYOR GENERALS OFFICE

BEARING S 89°32'26" E

OWNER OF RECORD:

VON VERDE PARTNERS, LLC
10602 S. CAMINO DEL SOL
YUMA, AZ 85367

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL 2024 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

16528
JOHN C. ENGLISH II
8/19/25
REGISTERED LAND SURVEYOR
ARIZONA, U.S.A.

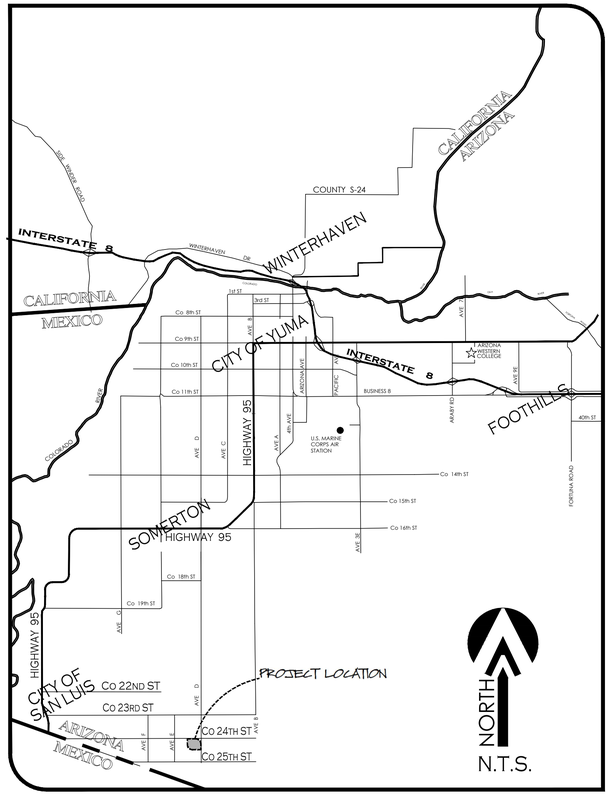
BY: _____ R.L.S. No. 16528
JOHN C. ENGLISH II

ORCHIDEA PARK TOWNHOMES PHASE 1

SUBDIVISION

LEGEND

	INDICATES EX. ASPHALT PAVEMENT
	INDICATES EX. CONCRETE
	INDICATES BOUNDARY LINE
	INDICATES CENTERLINE
	INDICATES RIGHT-OF-WAY LINE
	INDICATES EX. CMU WALL
=EX.=6"=PVC=W=	INDICATES EX. WATER LINE
=EX.=8"=PVC=S=	INDICATES EX. SEWER LINE
	INDICATES NEW ASPHALT PAVEMENT
	INDICATES NEW CONCRETE
	INDICATES NEW CMU WALL
163	INDICATES EX. CONTOURS ELEVATION
-NEW—PVC—S—	INDICATES NEW SANITARY SEWER LINE
E—	NEW SEWER STUB
	NEW SEWER MANHOLE
	NEW 4" PVC SEWER SERVICE
-NEW—PVC—W—	INDICATES NEW WATER LINE
	NEW SINGLE WATER SERVICE
	FIRE LINE W/ END PLUG AND THRUST BLOCK
	NEW WATER VALVE
	NEW FIRE HYDRANT
	NEW TEMPORARY BLOWOFF VALVE
50	INDICATES LOT NUMBERS
●	NEW YUMA COUNTY STD. DETAIL No. 4-040 SUB'D BOUNDARY MONUMENT
■	NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
Y.C.R.	INDICATES YUMA COUNTY RECORDERS
PP	INDICATES EXISTING POWER POLE
[C]	INDICATES CALCULATED DATA
[M]	INDICATES MEASURED DATA
[E]	INDICATES EXISTING ELECTRICAL BOX
GP	INDICATES EXISTING GAS PADDLE
MH	INDICATES EXISTING MANHOLE
FH	INDICATES EXISTING FIRE HYDRANT
WM	INDICATES EXISTING WATER METER
WV	INDICATES EXISTING WATER VALVE
(C-160.35)	INDICATES EX. CURB ELEVATION
(SW-160.56)	INDICATES EX. SIDEWALK ELEVATION
(A-160.30)	INDICATES EX. ASPHALT ELEVATION
(T160.51)	INDICATES EX. NATURAL SOIL ELEVATION
A-159.02	INDICATES NEW ASPHALT ELEVATION
C-159.02	INDICATES NEW CURB ELEVATION
G-159.02	INDICATES NEW GUTTER ELEVATION



VICINITY MAP

N.T.S.

GENERAL CONSTRUCTION NOTES:

1. THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN HERE ARE FOR THE PURPOSE OF ASSISTING THE CONTRACTOR IN LOCATING SAID UTILITIES. THE CONTRACTOR IN ACCORDANCE WITH ARIZONA STATUTES SHALL CONTACT THE ARIZONA BLUE STAKE CENTER (1-800-782-53485) AT LEAST 48 HOURS MIN. PRIOR TO THE BEGINNING OF CONSTRUCTION AND OBTAIN ON-SITE UTILITIES LOCATIONS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DAMAGED TO A UTILITY SHALL BE REPAIRED AT THE CONTRACTOR EXPENSE.
2. ALL CITY REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.
3. THE CONTRACTOR SHALL GUARANTEED ALL MATERIALS AND WORKMANSHIP FOR TWO YEARS AFTER THE FINAL ACCEPTANCE. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE.
4. ALL ROAD SURFACES, EASEMENTS OR RIGHT OF WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENTS ARE TO BE RESTORED COMPLETELY BY THE CONTRACTOR TO THE BEFORE CONSTRUCTION CONDITION OR BETTER.
5. DURING CONSTRUCTION, THE DEVELOPER/OWNER IS SOLELY RESPONSIBLE FOR INSURING THE PROPER FUNCTIONING OF THE EROSION AND SEDIMENT CONTROL MEASURES. THE DEVELOPER/OWNER SHALL TAKE WHATEVER MEASURES ARE REQUIRED TO INSURE THAT NO SEDIMENT LEAVES THE SITE.
6. REFER TO SHEETS 2 OF 2 OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
7. SEE SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.
8. ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO CITY OF SAN LUIS STANDARDS (CITY OF YUMA STANDARD DETAILS, MAG SPECIFICATIONS, CITY OF SAN LUIS SUPPLEMENT), AS ADOPTED BY THE CITY OF SAN LUIS, STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
9. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO VARIOUS FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
10. NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS, FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS PUBLIC WORKS DIRECTION.
11. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL, LOCAL, STATE, AND FEDERAL SWPPP REQUIREMENTS AND BMPs.

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OWNER:

VON VERDE PARTNERS LLC
10602 S CAMINO DEL SOL
YUMA AZ., 85367

BENCHMARK:

FOUND BRASS CAP IN HAND HOLE
LOCATED AT THE W¼ COR. SEC. 14, T11S, R24W.
ALSO BEING THE INTERSECTION OF
AVE "E" AND Co. 24-1/2 STREET

ELEVATION: 159.81 FEET

BASIS OF BEARING

THE NORTH SECTION LINE OF THE NE¼ OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF COUNTY 24TH), AS SHOWN ON LOS MEZQUITES TOWNHOMES AS RECORDED IN BOOK 35 OF PLATS, PAGE 54, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

BEARING S 89°32'26" E

ENGINEER:

VnV23-600

VEGA & VEGA ENGINEERING, PLC
2619 S. AVE. 2½ E, STE#3 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

UTILITIES WARNING

UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT, THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF ENGINEER OF RECORD PRIOR TO PROCEEDING.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

VEGA & VEGA ENGINEERING, PLC
2619 S. AVE. 2½ E, STE#3 YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vegaNvega.com

Cover Sheet
ORCHIDEA PARK TOWNHOMES PHASE 1
SUBDIVISION

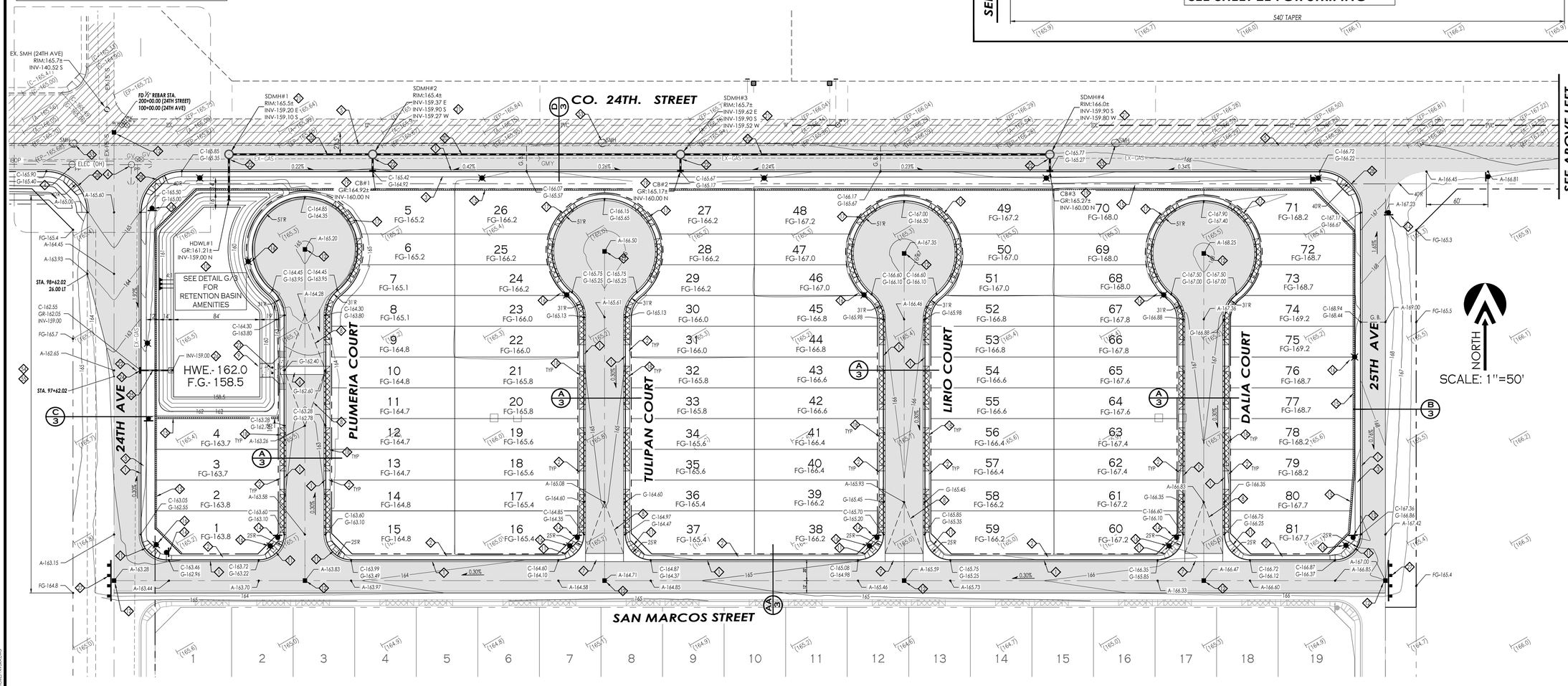
Registered Professional Engineer (Civil)
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-19-25
Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet
0

\\VEGA VNV SERVER\VNV PROJECTS\VNV 2023\VNV23-600 ORCHIDEA SUBDIVISION\DGN\ORCHIDEA SUBDIVISION COVER.DWG



LEGEND

- INDICATES EX. ASPHALT PAVEMENT
- INDICATES EX. CONCRETE
- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY LINE
- INDICATES EX. FENCE
- INDICATES EX. ELECTRICAL OVERHEAD LINE
- INDICATES EX. WATER LINE
- INDICATES EX. SEWER LINE
- INDICATES EX. GAS LINE
- NEW YUMA COUNTY STD. DETAIL No. 4-030 SUB'D BOUNDARY MONUMENT
- NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
- EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- INDICATES EXISTING STREET SIGN
- MH INDICATES EXISTING MANHOLE
- FH INDICATES EXISTING FIRE HYDRANT
- WM INDICATES EXISTING WATER METER
- WV INDICATES EXISTING WATER VALVE
- INDICATES NEW STREET LIGHT
- (C-160.55) INDICATES EX. CURB ELEVATION
- (SW-160.56) INDICATES EX. SIDEWALK ELEVATION
- (A-160.50) INDICATES EX. ASPHALT ELEVATION
- (160.5) INDICATES EX. NATURAL SOIL ELEVATION
- A-161.02 INDICATES NEW ASPHALT ELEVATION
- INDICATES NEW ASPHALT PAVEMENT
- INDICATES NEW CONCRETE
- INDICATES NEW CMU WALL
- INDICATES EXISTING CMU WALL

KEYNOTES:

1. NEW VERTICAL CURB & GUTTER - AS PER C.O.Y. STD. 3-060
2. NEW 4' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
3. NEW 5' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
4. EXISTING POWER POLE TO BE RELOCATED BY APS.
5. SAWCUT 1' OF EXISTING PAVEMENT, REMOVE AND REPLACE WITH NEW PAVEMENT - SEE DETAIL A/7
6. NEW 8' VALLEY GUTTER - AS PER C.O.Y. STD. 3-090
7. NEW 8' VALLEY GUTTER LAYOUT - AS PER C.O.Y. STD. 3-085
8. NEW 50' CROWN TRANSITION
9. NEW 8' CONCRETE SPILLWAY - SEE DETAIL C/7
10. NEW STORMDRAIN OUTLET STRUCTURE - SEE DETAIL D/7
11. NEW CONCRETE SIDEWALK RAMP (25' RADIUS MEASURED TO FACE OF CURB) - AS PER C.O.Y. STD. 3-145
12. NEW STREET MONUMENT- AS PER C.O.Y. STD. 4-030
13. NEW DOUBLE FACED STREET SIGN - AS PER C.O.Y. STD.- 8-020
14. NEW DOUBLE FACED STREET SIGN-STOP SIGN - AS PER C.O.Y. STD.- 8-020
15. NEW 6' HIGH CMU WALL (6FT HIGHT REQUIREMENT IS ON THE SIDE OF THE HIGHEST ELEVATION)AS PER C.O.Y. STD. 1-015 (CMU WALL LOCATED WITHIN THE FRONT OR SIDE SETBACK OF LOTS MUST BE 3'6" HIGH MAXIMUM).
16. NEW STREET LIGHT - TYPE A (4700 LUMENS) AS PER C.O.Y. STD. 7-010 AND C.O.Y. STD. 7-015 (IN RETENTION BASIN PROVIDE DUAL MAST ARM.)
17. NEW 16' WIDE DRIVEWAY – AS PER C.O.Y. STD. 3-105
18. NEW 32' WIDE DRIVEWAY – AS PER C.O.Y. STD. 3-105
19. NEW TYPE 'E' DOUBLE CATCH BASIN - AS PER C.O.Y. STD. 11-025
20. NEW 18" STORMDRAIN - AS PER C.O.Y. STD. 5-010
21. NEW 5' DIA STORMDRAIN MANHOLE E/7 F/7
22. ADJUST EXISTING GAS LINE AS NECESSARY FOR NEW STORMDRAIN
23. INSTALL 2 GUARD POSTS, 5FT APPART CENTERED ON SPILLWAY E/3
24. NEW TYPE 'B' DOUBLE CATCH BASIN - AS PER C.O.Y. STD. 11-010
25. NEW 31 LF - 8" PVC SDR-35 DRAINAGE PIPE
26. NEW END OF PIPE CONCRETE COLLAR - SEE DETAIL F/3
27. NEW TYPE III BARRICADE - AS PER C.O.Y. STD. 1-045
28. NEW CONCRETE SIDEWALK RAMP (40' RADIUS MEASURED TO FACE OF CURB) - AS PER C.O.Y. STD. 3-145
29. PROTECT EXISTING MANHOLE COLLAR DURING ROADWAY CONSTRUCTION
30. REMOVE EXISTING CONCRETE LINED IRRIGATION DITCH
31. ADJUST EXISTING GAS LINE AS NECESSAY - BY OTHERS

DRAINAGE REPORT

1.- DRAINAGE REPORT

DRAINAGE AREA # 1

USING THE RATIONAL METHOD
Q= CIA = PEAK RUNOFF (VOL.)
(C) PEAK RATE RUNOFF = 0.43
(I) INTENSITY OF RAINFALL = 1.22 IN / HR
(A)DRAINAGE AREA = : 541,395.41 SF. = 12.43 SF
Q= (0.43)(1.22)(12.43) =6.5208 CF
TOTAL RUNOFF = 7.200 (6.5208) = 46,949.76 CF

STORAGE VOLUME PROVIDED AREA # 1
RETENTION BASIN
TOP AREA = 20,734 SF
BOTTOM AREA = 12,680 SF
DEPTH = 3.5 FT
VOL. PROVIDED = $\frac{(20{,}734 + 12{,}680)}{2}$ (3.5) = 58,475 CF
TOTAL VOL. PROVIDED = 58,475 CF

FACTOR OF SAFETY = $\frac{58{,}475\ CF}{46{,}949\ CF}$ = 1.25 > 1.25 THEREFORE OK.

OPEN SPACE CALCULATIONS

PROJECT AREA : 459,993.60 SF. = 10.56 AC

5% OPEN SPACE REQUIRED = 459,993.60 SF. X 5% = 22,999.68 SF.

OPEN SPACE PROVIDED : AREA RETENTION BASIN = 20,734.00 SF.
24TH. AVENUE LANDSCAPING AREA = 2,921.82 SF.
CO. 24TH. STREET LANDSCAPING AREA = 11,328.14 SF.
39,028.84 SF.

TOTAL AREA OPEN SPACE PROVIED : ========== 34,983.96 SF.

34,983.96 SF. > 22,999.68 SF **THEREFORE OK**

UTILITIES WARNING

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PAVING & GRADING
ORCHIDEA PARK TOWNHOMES PHASE I
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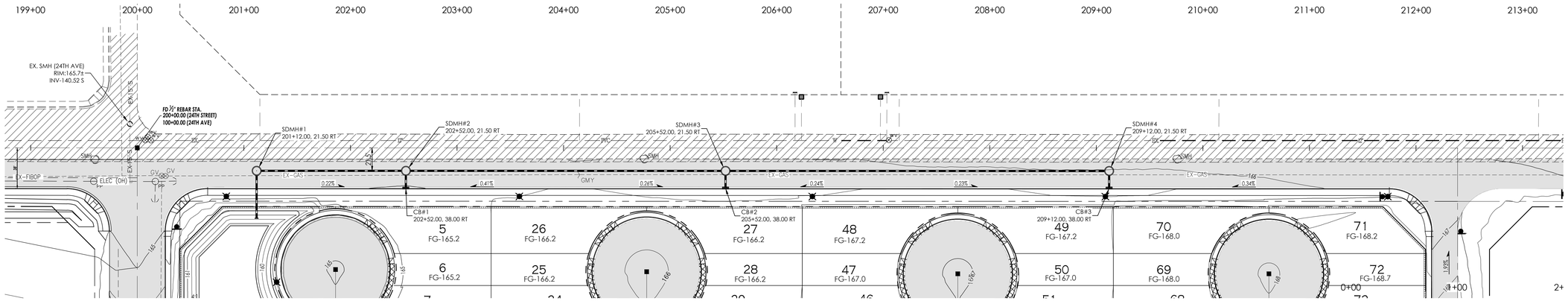
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CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed - 8-19-25
Arizona, U.S.A.

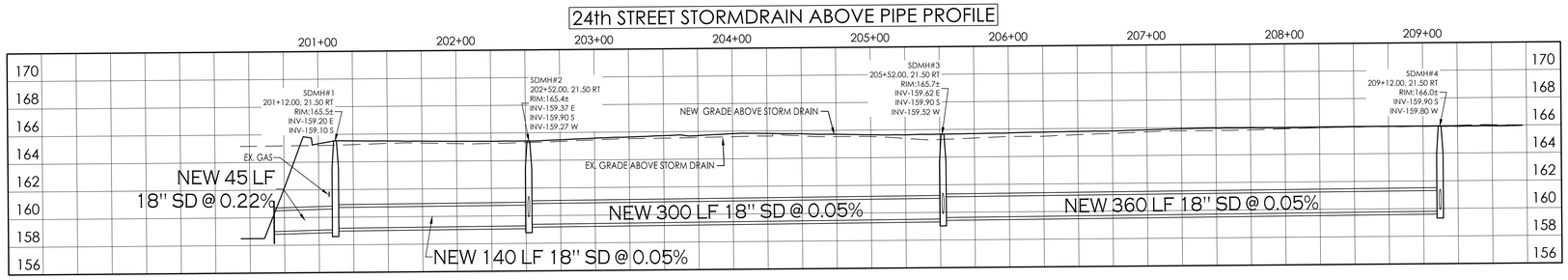
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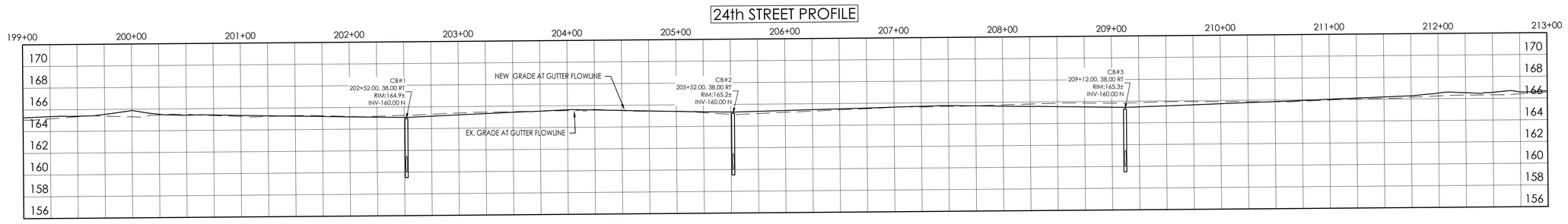
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SCALE: 1"=50'

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STORMDRAIN PLAN & PROFILE
ORCHIDEA PARK TOWNHOMES PHASE I SUBDIVISION

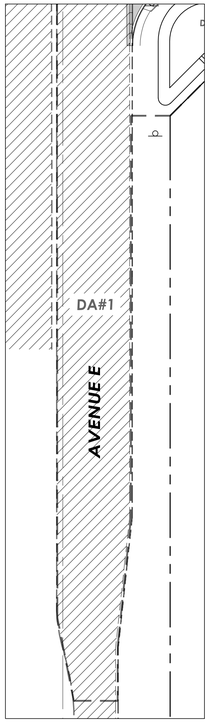
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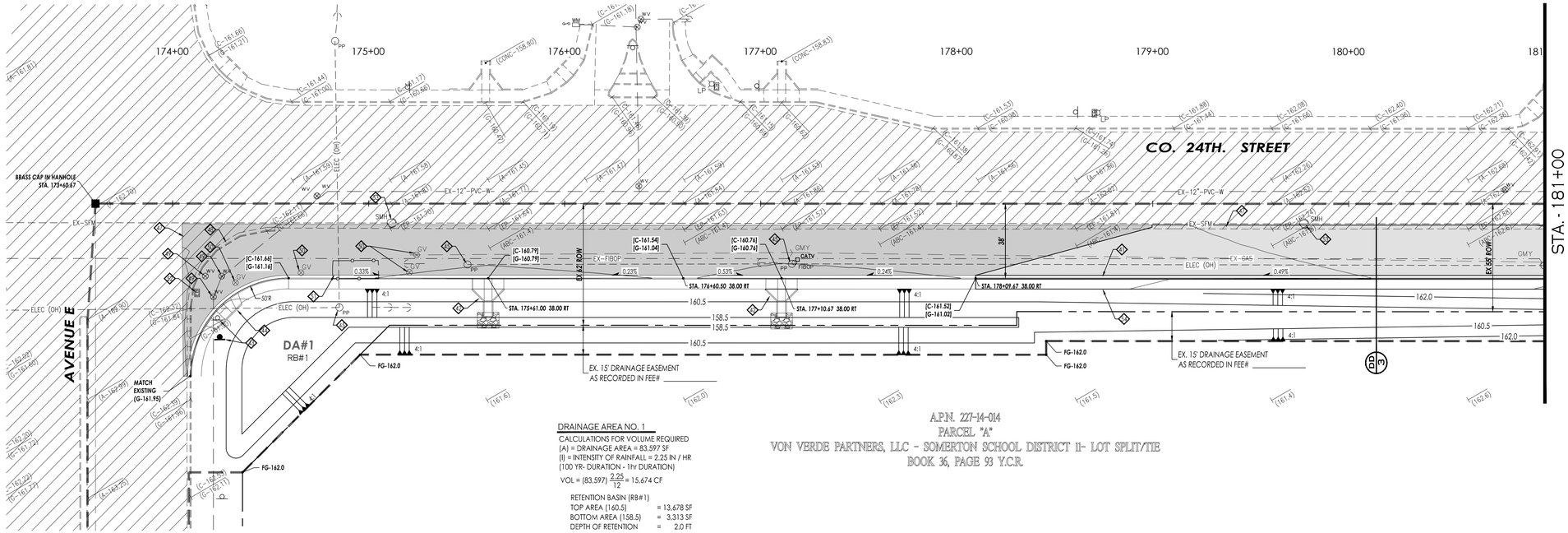
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Sheet 2

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A.P.N. 227-14-014
PARCEL "A"
VON VERDE PARTNERS, LLC - SOMERTON SCHOOL DISTRICT 11- LOT SPLIT/TIE
BOOK 36, PAGE 93 Y.C.R.

DRAINAGE AREA NO. 1

CALCULATIONS FOR VOLUME REQUIRED
(A) = DRAINAGE AREA = 83,597 SF
(I) = INTENSITY OF RAINFALL = 2.25 IN / HR
(100 YR- DURATION - 1hr DURATION)

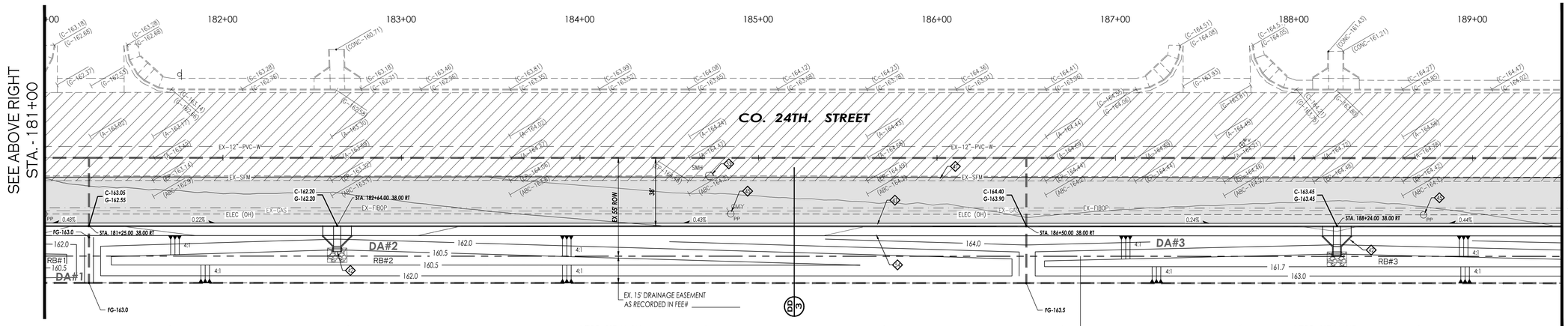
VOL = (83,597) $\frac{2.25}{12}$ = 15,674 CF

RETENTION BASIN (RB#1)
TOP AREA (160.5) = 13,678 SF
BOTTOM AREA (158.5) = 3,313 SF
DEPTH OF RETENTION = 2.0 FT
VOLUME PROVIDED = 16,991 CF

TOTAL VOL. PROVIDED = 16,991 CF > 15,674 CF ∴ OK

CO. 24TH STREET - WIDENING PLAN

NORTH
SCALE: 1"=30'



A.P.N. 227-14-014
PARCEL "A"
VON VERDE PARTNERS, LLC - SOMERTON SCHOOL DISTRICT 11- LOT SPLIT/TIE
BOOK 36, PAGE 93 Y.C.R.

A.P.N. 227-14-015
PARCEL "B"
VON VERDE PARTNERS, LLC - SOMERTON SCHOOL DISTRICT 11- LOT SPLIT/TIE
BOOK 36, PAGE 93 Y.C.R.

DRAINAGE AREA NO. 2

CALCULATIONS FOR VOLUME REQUIRED
(A) = DRAINAGE AREA = 36,750 SF
(I) = INTENSITY OF RAINFALL = 2.25 IN / HR
(100 YR- DURATION - 1hr DURATION)

VOL = (36,750) $\frac{2.25}{12}$ = 6,891 CF

RETENTION BASIN (RB#2)
TOP AREA (162.0) = 8,127 SF
BOTTOM AREA (160.5) = 7,077 SF
DEPTH OF RETENTION = 1.5 FT
VOLUME PROVIDED = 7,653 CF

TOTAL VOL. PROVIDED= 7,653 CF > 6,891 CF ∴ OK

CO. 24TH STREET - WIDENING PLAN

NORTH
SCALE: 1"=30'

KEYNOTES:

1. NEW VERTICAL CURB & GUTTER - AS PER C.O.Y. STD. 3-060
2. NEW 4' CONCRETE SPILLWAY (USE 5' SIDEWALK, 6' CURB TRANSITION AND OMIT CMU BLOCK) (C/7) SIM
3. RELOCATE EXISTING SIGN
4. NEW CONCRETE SIDEWALK RAMP (50' RADIUS MEASURED TO FACE OF CURB) - AS PER C.O.Y. STD. 3-145
5. EXISTING POWER POLE TO BE RELOCATED BY APS
6. EXISTING CATV TO BE RELOCATED BY OTHERS
7. SAWCUT 1' OF EXISTING PAVEMENT, REMOVE AND REPLACE WITH NEW PAVEMENT - SEE DETAIL (A/7)
8. REMOVE EXISTING VERTICAL CURB & GUTTER
9. ADJUST WATER VALVE TO GRADE
10. ADJUST GAS VALVE TO GRADE
11. RELOCATE EXISITNG GAS STRUCTURES - BY OTHERS
12. RELOCATE EXISITNG PULL BOX - BY OTHERS
13. PROTECT EXISTING MANHOLE COLLAR DURING ROADWAY CONSTRUCTION
14. NEW 5' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135

DRAINAGE AREA NO. 3

CALCULATIONS FOR VOLUME REQUIRED
(A) = DRAINAGE AREA = 24,500 SF
(I) = INTENSITY OF RAINFALL = 2.25 IN / HR
(100 YR- DURATION - 1hr DURATION)

VOL = (24,500) $\frac{2.25}{12}$ = 4,594 CF

RETENTION BASIN (RB#3)
TOP AREA (163.0) = 5,665 SF
BOTTOM AREA (161.7) = 1,701 SF
DEPTH OF RETENTION = 1.3 FT
VOLUME PROVIDED = 4,788 CF

TOTAL VOL. PROVIDED= 4,788 CF > 4,594 CF ∴ OK

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CO. 24TH STREET - WIDENING
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SUBDIVISION

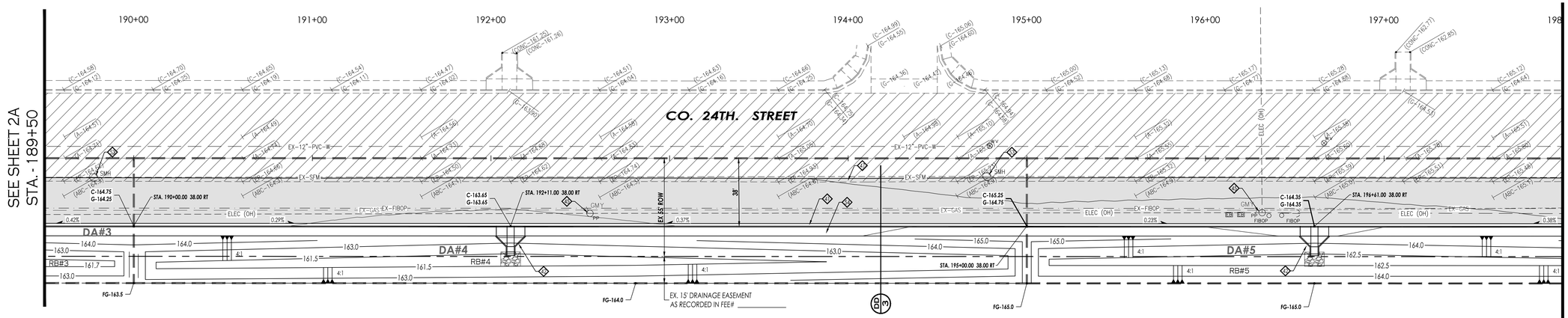
Registered Professional Engineer (Civil) CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 8-19-25 Arizona, U.S.A.

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Checked: Vna

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DRAINAGE AREA NO. 4

CALCULATIONS FOR VOLUME REQUIRED
(A) = DRAINAGE AREA = 35,000 SF
(I) = INTENSITY OF RAINFALL = 2.25 IN / HR
(100 YR- DURATION - 1hr DURATION)

VOL = $(35{,}000)\frac{2.25}{12}$ = 6,562 CF

RETENTION BASIN (RB#4)
TOP AREA (163.0) = 7,314 SF
BOTTOM AREA (161.5) = 1,724 SF
DEPTH OF RETENTION = 1.5 FT
VOLUME PROVIDED = 6,779 CF

TOTAL VOL. PROVIDED= 6,779 CF > 6,562 CF ∴ OK

A.P.N. 227-14-015
PARCEL "B"
VON VERDE PARTNERS, LLC - SOMERTON SCHOOL DISTRICT 11- LOT SPLIT/TIE
BOOK 36, PAGE 93 Y.C.R.

DRAINAGE AREA NO. 5

CALCULATIONS FOR VOLUME REQUIRED
(A) = DRAINAGE AREA = 35,485 SF
(I) = INTENSITY OF RAINFALL = 2.25 IN / HR
(100 YR- DURATION - 1hr DURATION)

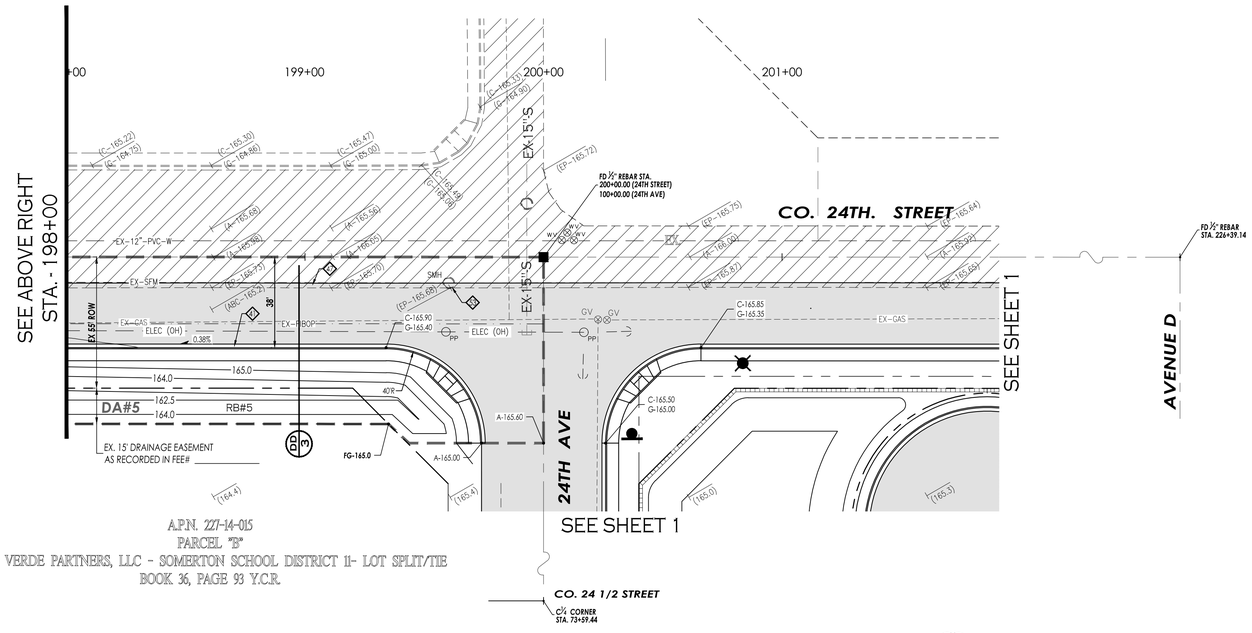
VOL = $(35{,}485)\frac{2.25}{12}$ = 6,653 CF

RETENTION BASIN (RB#5)
TOP AREA (164.0) = 7,300 SF
BOTTOM AREA (162.5) = 1,847 SF
DEPTH OF RETENTION = 1.5 FT
VOLUME PROVIDED = 6,860 CF

TOTAL VOL. PROVIDED= 6,860 CF > 6,653 CF ∴ OK

CO. 24TH STREET - WIDENING PLAN

NORTH
SCALE: 1"=30'



A.P.N. 227-14-015
PARCEL "B"
VON VERDE PARTNERS, LLC - SOMERTON SCHOOL DISTRICT 11- LOT SPLIT/TIE
BOOK 36, PAGE 93 Y.C.R.

CO. 24TH STREET - WIDENING PLAN

NORTH
SCALE: 1"=30'

KEYNOTES:

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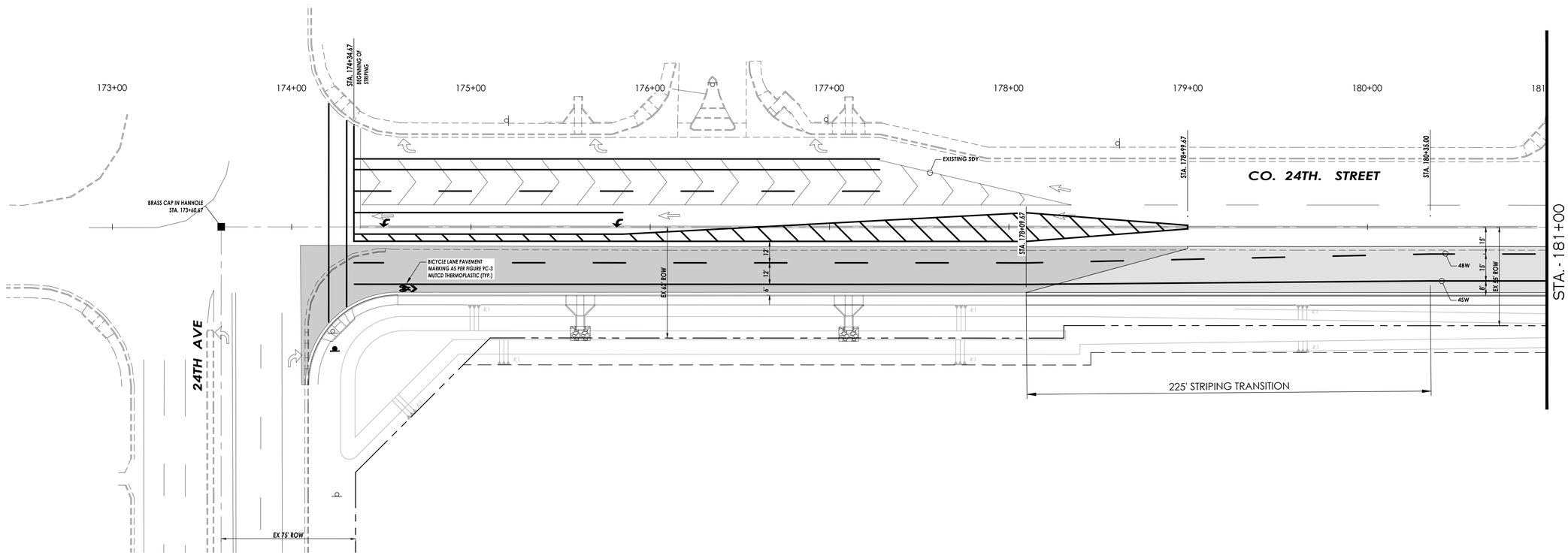
Registered Professional Engineer
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50476
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Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
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CO. 24TH STREET - STRIPING PLAN

NORTH

SCALE: 1"=30'

NOTES:

4BW	40' / 10' / 30' — 4" Broken White	
4SW	4" Solid White	
4SDY	4" Solid Double Yellow	
8SW	8" Solid White	
12SW	12" Solid White	

NOTES:

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ORCHIDEA PARK TOWNHOMES PHASE I SUBDIVISION

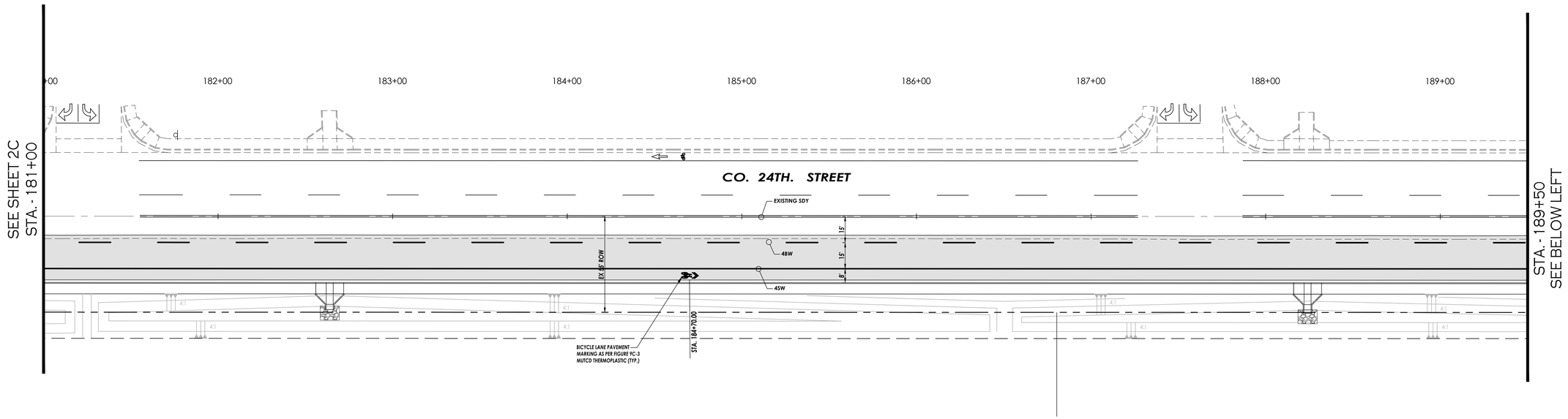
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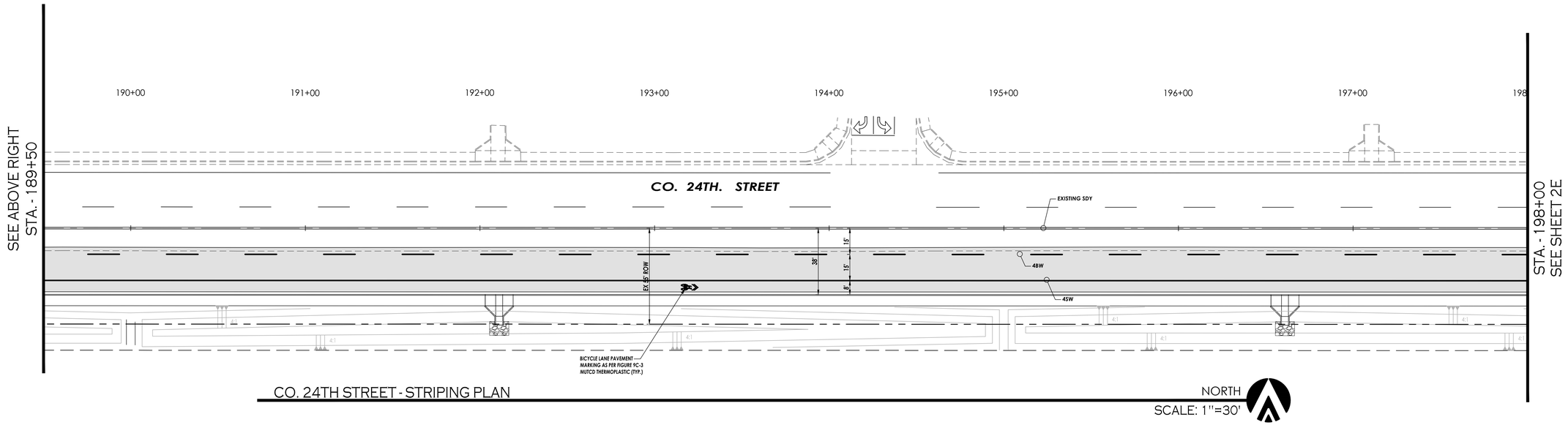
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CO. 24TH STREET - STRIPING PLAN

NORTH

SCALE: 1"=30'



CO. 24TH STREET - STRIPING PLAN

NORTH

SCALE: 1"=30'

NOTES:

- 4BW: 40' / 10' / 30' — 4" Broken White
- 4SW: 4" Solid White
- 4SDY: 4" Solid Double Yellow
- 8SW: 8" Solid White
- 12SW: 12" Solid White

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CO. 24TH STREET - STRIPING PLAN
ORCHIDEA PARK TOWNHOMES PHASE I SUBDIVISION

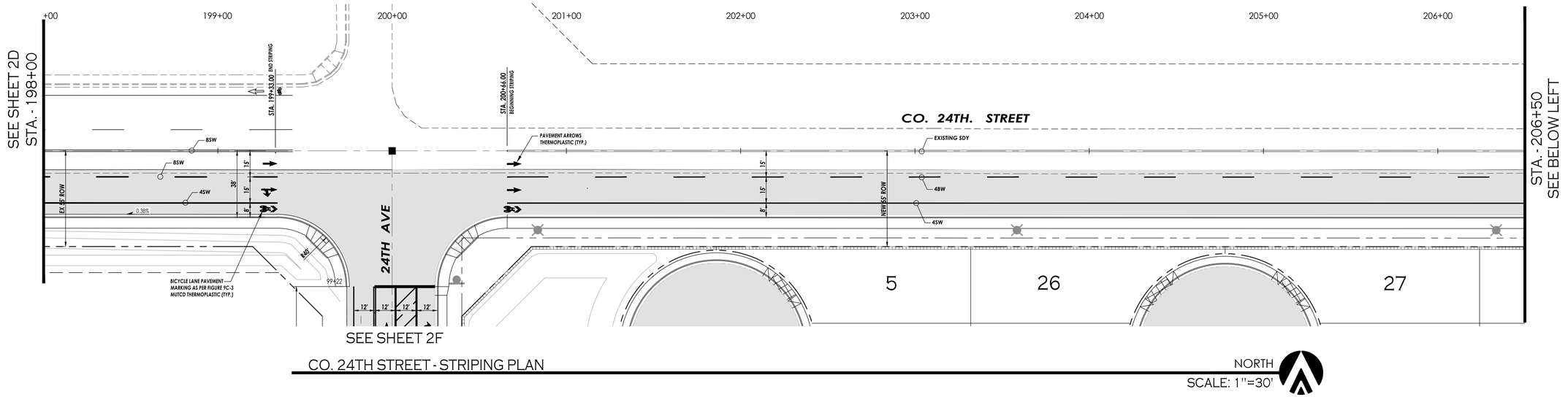
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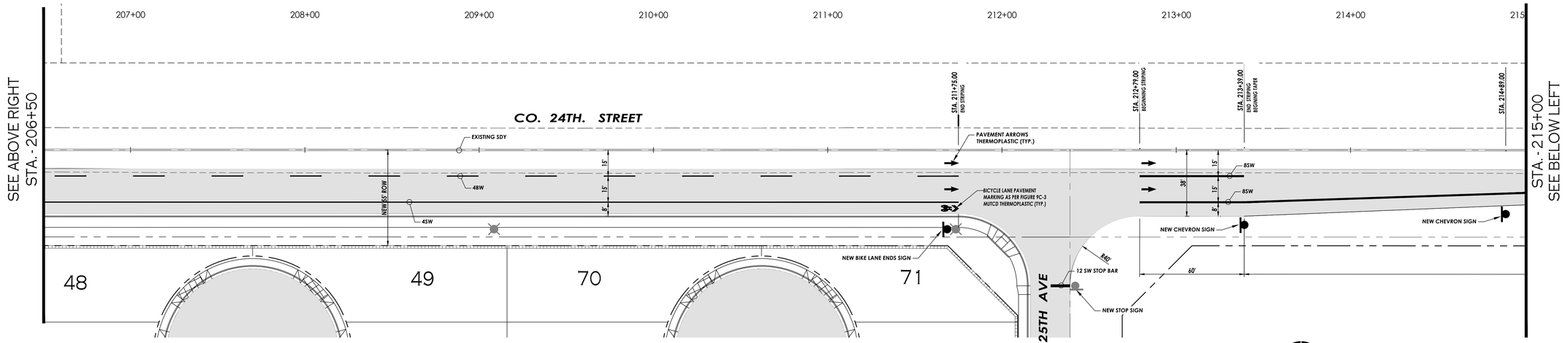
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CO. 24TH STREET - STRIPING PLAN

NORTH

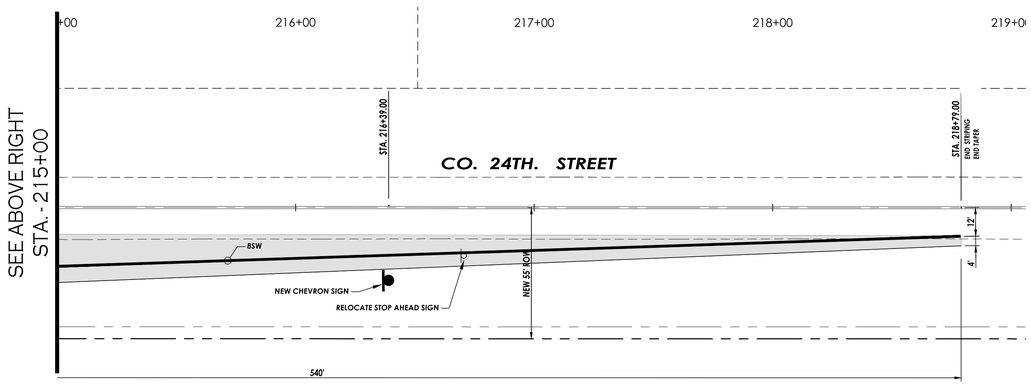
SCALE: 1"=30'



CO. 24TH STREET - STRIPING PLAN

NORTH

SCALE: 1"=30'



CO. 24TH STREET - STRIPING PLAN

NORTH

SCALE: 1"=30'

NOTES:

4BW	40', 10', 30', 4" Broken White	8SW	8" Solid White
4SW	4" Solid White	12SW	12" Solid White
4SDY	4" Solid Double Yellow		

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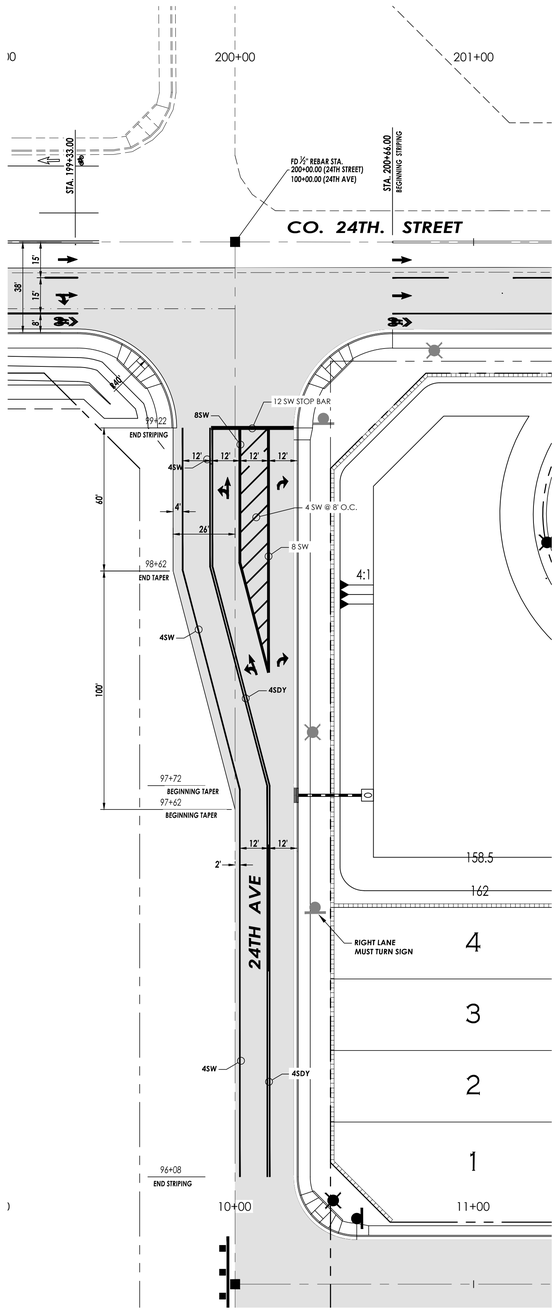
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Vianey R. Vega
Date Signed 8-19-25
Arizona U.S.A.

Notes:

Scale: N.T.S. | Date: AUG 2025
Drawn: Staff | Job #: VnV23-600
Checked: Vna

Sheet
2E

\\VNV-NAS-SERVER\VNV_WIP_2023\PROJECTS\VNV23-600 ORCHIDEA\SUBDIVISION\DWG\CO 24TH STREET STRIPING PLAN.DWG



CO. 24TH STREET & 24TH AVE - STRIPING PLAN

NORTH

SCALE: 1"=30'

NOTES:

- 4BW — 40' / 10' / 30' — 4" Broken White
- 4SW — 4" Solid White
- 4SDY — 4" Solid Double Yellow
- 8SW — 8" Solid White
- 12SW — 12" Solid White

NOTES:

* PAVEMENT MARKING AND REGULATORY SIGNS AS PER MUTCD CURRENT EDITION
* ALL STRIPING MUST BE THERMOPLASTIC OR APPROVED EQUAL (UNLESS NOTED OTHERWISE)

UTILITIES WARNING

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928-329-0000 TEL
928-247-6232 FAX
Vn.V@vega&vega.com

24TH AVENUE - STRIPING PLAN
ORCHIDEA PARK TOWNHOMES PHASE I
SUBDIVISION

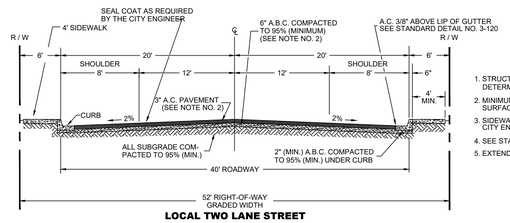
Registered Professional Engineer
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-19-25
Arizona, U.S.A.

Notes:

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Checked: Vna	

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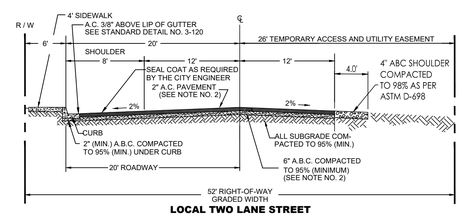


NOTES

1. STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
2. MINIMUM PAVING THICKNESS SHALL BE 3" FOR PLANT HOT MIXED ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND SIDEWALK.
5. EXTEND AGGREGATE BASE COURSE BENEATH CURB & GUTTER

LOCAL TWO LANE STREET — A/3

CITY OF YUMA STD. 2-030 (MODIFIED) — NTS



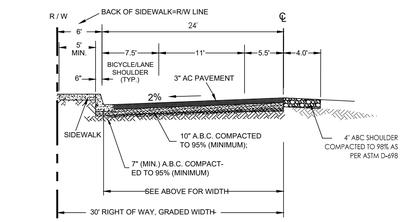
NOTES

DETERMINED BY SOILS TEST.

2. MINIMUM PAVING THICKNESS SHALL BE 2" FOR PLANT HOT MIXED ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND SIDEWALK.

SAN MARCOS STREET — AA/3

[YUMA COUNTY STD-2-050] — NTS

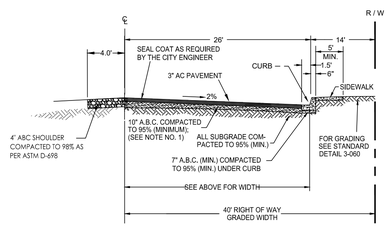


NOTES

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2. MINIMUM PAVING THICKNESS - 3" FOR PLANT HOT MIX ASPHALT SURFACING OVER 10" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. ALL PAVEMENT MARKING AND RAISED PAVEMENT MARKER MATERIAL MUST BE IN ACCORDANCE WITH A.D.O.T. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
5. FOR STREET RECONSTRUCTION PROJECTS ONLY WHEN DESIGNATED BY THE CITY ENGINEER.

25TH AVENUE — B/3

CITY OF YUMA STD. 2-025 (MODIFIED) — NTS

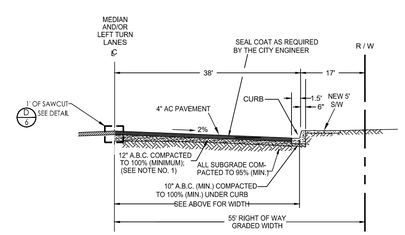


NOTES

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3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. ALL PAVEMENT MARKING AND RAISED PAVEMENT MARKER MATERIAL MUST BE IN ACCORDANCE WITH A.D.O.T. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
5. CASE 1 OR 2 MUST BE USED WHEN THERE ARE DRIVEWAYS ALONG COLLECTOR.
6. CASE 3 MAY BE USED WHEN THERE ARE NO DRIVEWAYS ALONG COLLECTOR.
7. BIKE LANES PROVIDED BUT NOT STRIPED.

24TH AVENUE — C/3

CITY OF YUMA STD. 2-020 (MODIFIED) — NTS

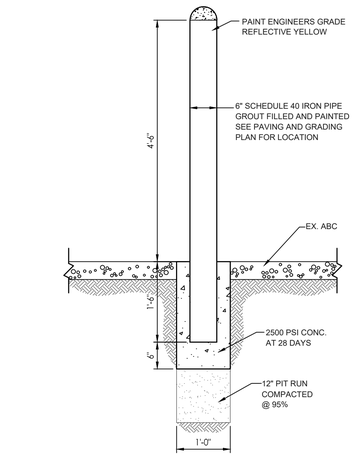


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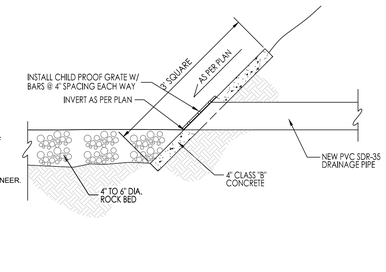
1. Structural design of combined thickness of base and surface to be determined by soil tests. While the soil test may require a greater paving thickness, the following minimum paving thickness is required: four inch (4") for plant hot mix asphalt surfacing over twelve inches (12") of A.B.C. compacted to 100% (minimum).
2. Sidewalk location adjacent to curb or as approved by the City Engineer.
3. All pavement striping/marking and/or raised pavement markers shall be in accordance with ADOT manual for signing and marking, latest edition, with the exception of bikeways which shall be marked and signed in accordance with Standard Detail 2-085.
4. Refer to Standard Detail 2-010 for bike path information.
5. Bike paths adjacent to Minor Arterial streets may require shifting of street centerline 16' to accommodate 10' minimum width for two-way bike path. Path right-of-way may overlap utility corridor. This may increase right-of-way width needed for a Minor Arterial plus bike path beyond the 98' shown.

Co. 24TH STREET — D/3

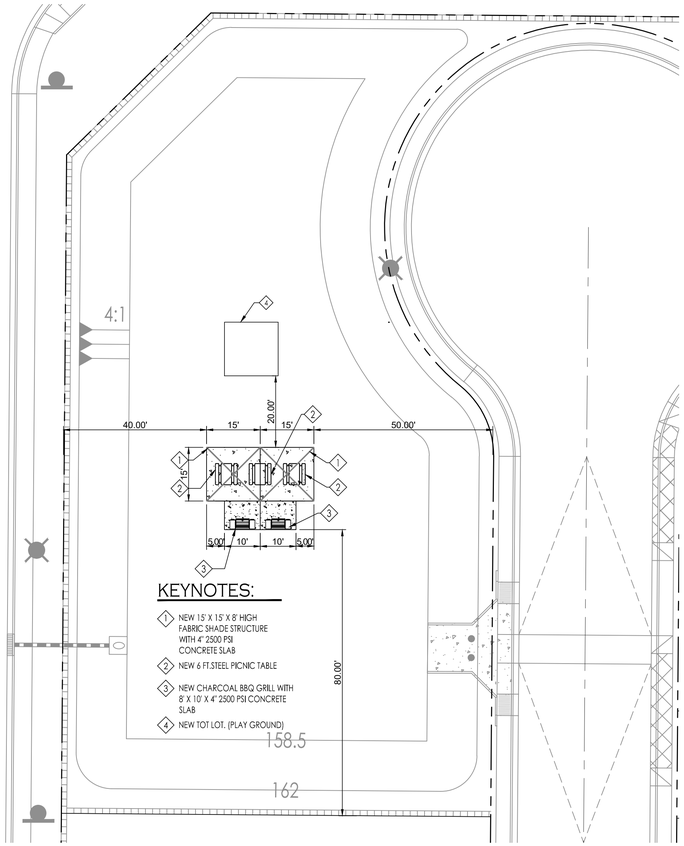
CITY OF YUMA STD. 2-015 (MODIFIED) — NTS



GUARD POST DETAIL — E/3



END OF PIPE CONCRETE COLLAR — F/3



RETENTION BASIN AMENITIES — G/3

NOTES

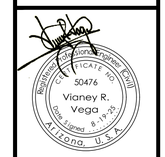
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Co. 24TH STREET — DD/3

CITY OF YUMA STD. 2-015 (MODIFIED) — NTS

VEGA & VEGA ENGINEERING, PLLC
2619 S. AVE. 2½ E. STE#3 YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
Vn.V@vega&vega.com

Typical Street Sections
ORCHIDEA PARK TOWNHOMES PHASE I
SUBDIVISION



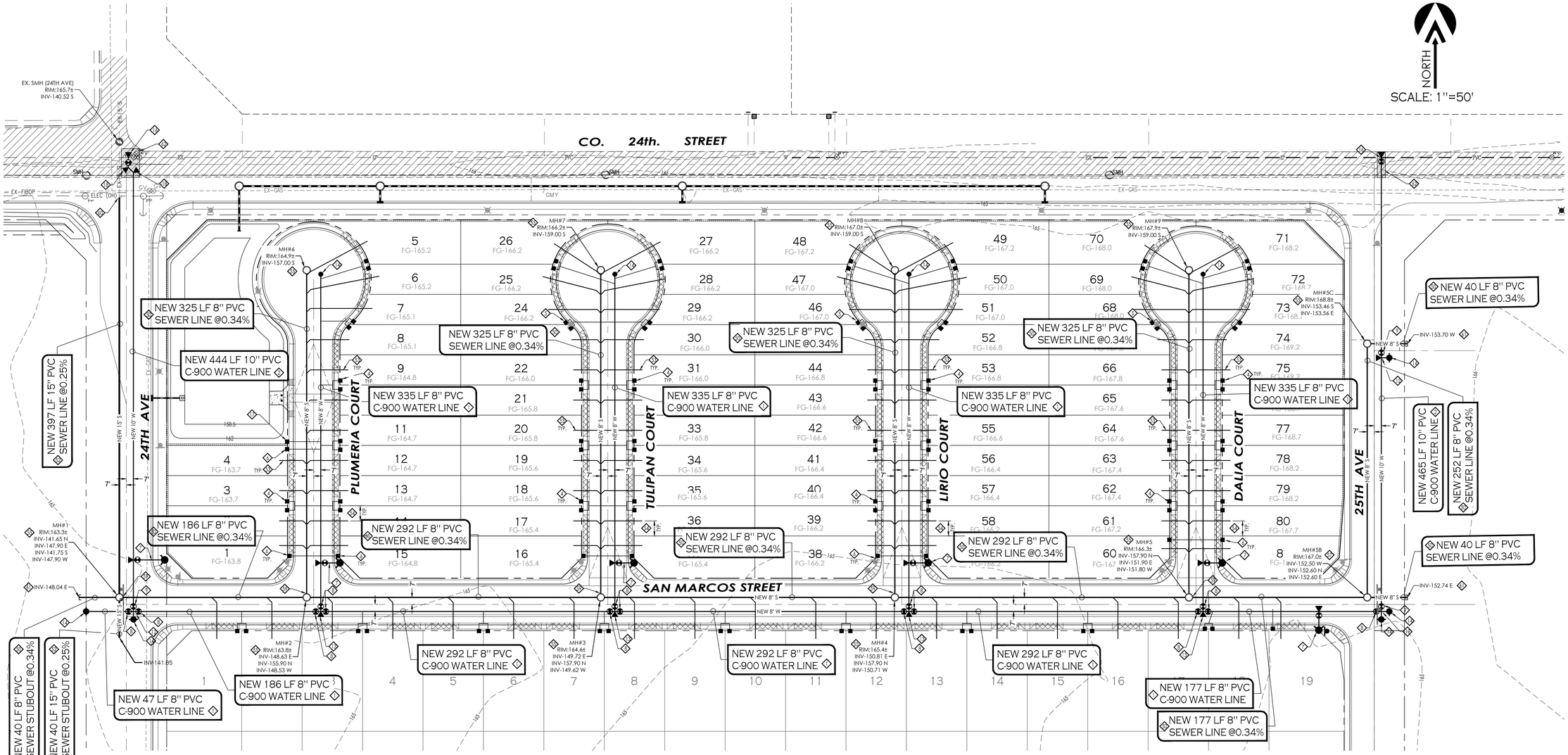
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Scale: N.T.S. | Date: AUG 2025
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Checked: Vna

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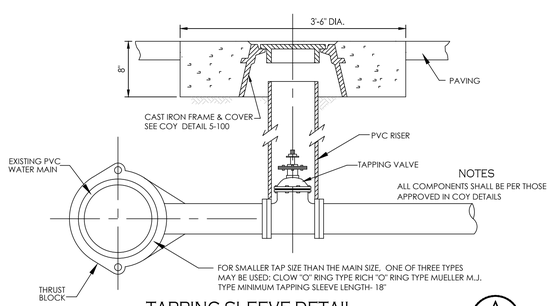
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\\VNV\VNV DRIVE\VNV PROJECTS\VNV 2023 PROJECTS\VNV23-600 ORCHIDEA SUBDIVISION\02 CAD FILES\CIVIL\DWG\VNV23-600 ORCHIDEA SUBDIVISION 02 CAD FILES CIVIL DWG 2025-08-20 14:09:04 BY VIANEY VEGA 1:1 STREET SECTIONS.DWG



LEGEND

163	INDICATES EX. CONTOURS ELEVATION
=EX.=6"=PVC=W=	INDICATES EX. WATER LINE
=EX.=8"=PVC=S=	INDICATES EX. SEWER LINE
MH	INDICATES EXISTING MANHOLE
FH	INDICATES EXISTING FIRE HYDRANT
WM	INDICATES EXISTING WATER METER
WV	INDICATES EXISTING WATER VALVE
50	INDICATES LOT NUMBERS
—NEW—PVC—S—	INDICATES NEW SANITARY SEWER LINE
E	NEW SEWER STUB
	NEW SEWER MANHOLE
	NEW SEWER CLEANOUT
	NEW 4" PVC SEWER SERVICE
—NEW—PVC—W—	INDICATES NEW WATER LINE
	NEW SINGLE WATER SERVICE
	FIRE LINE W/ END PLUG AND THRUST BLOCK
	NEW WATER VALVE
	NEW FIRE HYDRANT
	NEW TEMPORARY BLOWOFF VALVE



TAPPING SLEEVE DETAIL — A/4

WATER KEYNOTES:

1. INSTALL 8" WATER MAIN - AS PER C.O.Y. STD. 5-010
2. INSTALL 10" WATER MAIN - AS PER C.O.Y. STD. 5-010
3. INSTALL 12" WATER MAIN - AS PER C.O.Y. STD. 5-010
4. INSTALL 1" DUAL WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-045 & 5-055 AND SEE DETAIL G/7
5. SEPARATE WATER METERS AT THESE LOCATIONS TO ALLOW FOR STREET LIGHT PLACEMENT
6. INSTALL 1" SINGLE WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-035 & 5-055.
7. NEW COMPLETE FIRE HYDRANT AND FIRE HYDRANT STREET MARKERS AS PER C.O.Y. STD. 5-155 & 5-160
8. NEW 8" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
9. NEW 10" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
10. NEW 12" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
11. NEW 12"x8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
12. NEW 10"x8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
13. NEW 8"x8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
14. NEW WATERMAIN BLOWOFF VALVE - AS PER C.O.Y. STD. 5-085.
15. REMOVE EXISTING CAP AND CONNECT NEW WATER LINE TO EX. WATER SYSTEM. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING WATER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION.
16. NEW 10" TAPPING SLEEVE. CONNECT NEW 10" WATER LINE TO EX. 12" WATER MAIN, SAWCUT EXISTING PAVEMENT AS NEEDED FOR CONNECTION AND REPLACE WITH NEW PAVEMENT. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING 12" WATER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION - SEE DETAILS A/4
17. INSTALL 2" WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-040 & 5-060.
18. NEW 12" 45 ° PVC BEND W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
19. NEW 10"x10"x8"x8" CROSS W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025

SEWER KEYNOTES:

1. INSTALL 8" SEWER MAIN - AS PER C.O.Y. STD. 5-010
2. INSTALL 10" SEWER MAIN - AS PER C.O.Y. STD. 5-010
3. INSTALL 15" SEWER MAIN - AS PER C.O.Y. STD. 5-010
4. NEW 4" PVC SEWER SERVICE - AS PER C.O.Y. STD. 6-015.
5. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT. UNLESS NOTED OTHERWISE.
6. NEW POLYMER SANITARY SEWER MANHOLE - AS PER DETAILS E/7 F/7
7. NEW SHALLOW SEWER MANHOLE - AS PER MAG STD. 420 & 422
8. NEW SANITARY SEWER CLEANOUT - AS PER C.O.Y. STD. 6-005
9. NEW TYPE 'A' DROP SEWER CONNECTION - AS PER C.O.Y. STD. 6-055
10. NEW TYPE 'B' DROP SEWER CONNECTION - AS PER C.O.Y. STD. 6-060
11. CONNECT NEW SEWER LINE TO EXISTING SANITARY SEWER . CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING SEWER . IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION
12. NEW WATERTIGHT PLUG
13. NEW TYPE 'B' PAVEMENT REPLACEMENT - AS PER C.O.Y. STD 5-016

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WATER & SEWER PLAN
ORCHIDEA PARK TOWNHOMES PHASE I SUBDIVISION

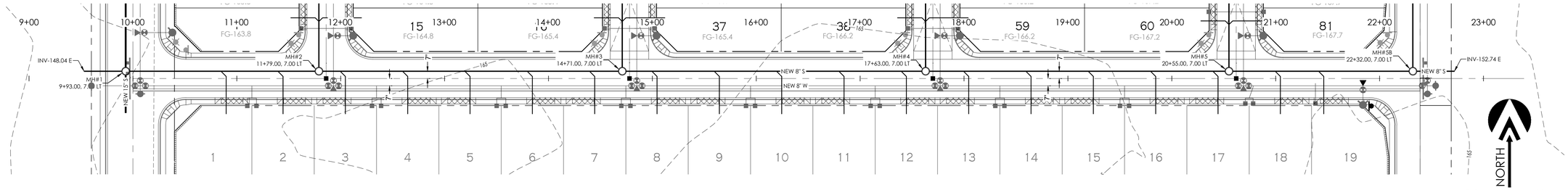
Registered Professional Engineer (Civil) CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 9-19-25 Arizona, U.S.A.

Notes:

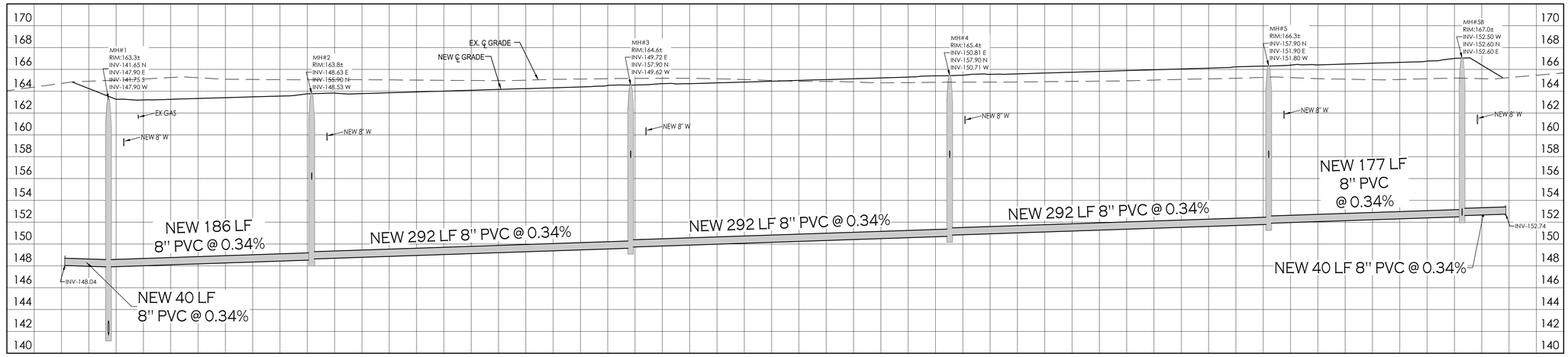
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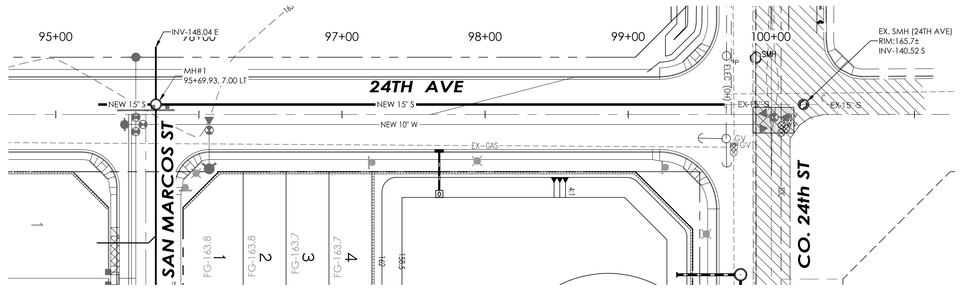
Sheet 4

\\VNV-WK1\RES-VNV PROJECTS\VNV 2023\PROJECTS\VNV23-600 ORCHIDEA SUBDIVISION\CAD FILES\DWG\DOWNLOAD\VNV23-600 ORCHIDEA TOWNHOMES WATER.DWG

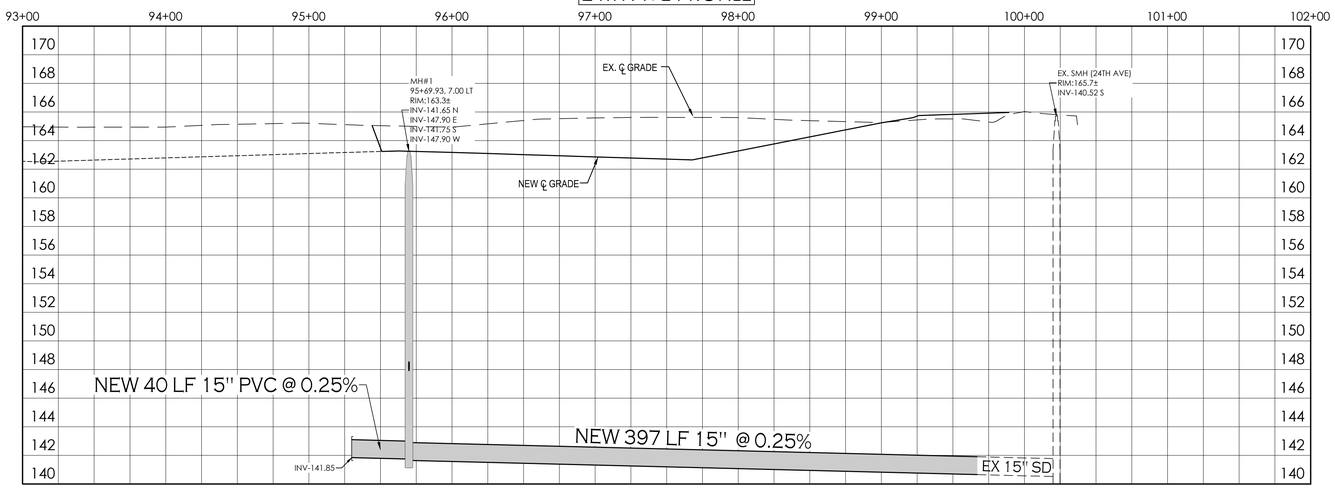


SAN MARCOS STREET PROFILE





24TH AVE PROFILE



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SEWER PLAN & PROFILE
ORCHIDEA PARK TOWNHOMES PHASE I SUBDIVISION

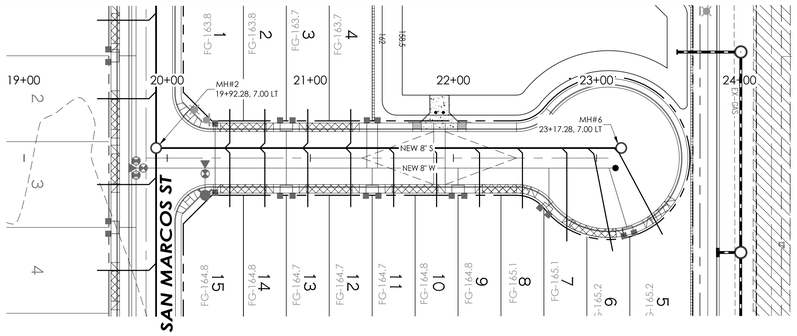
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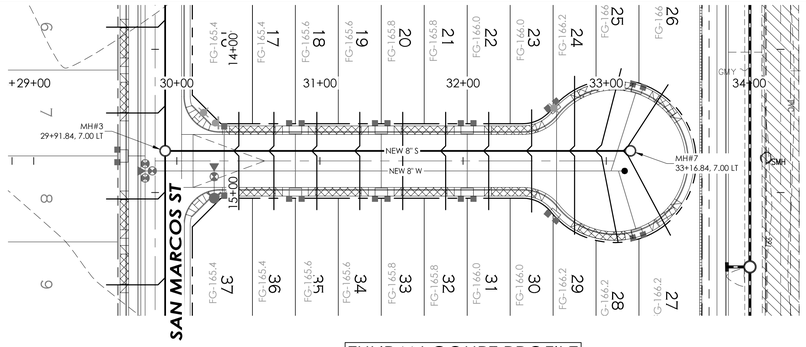
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NORTH

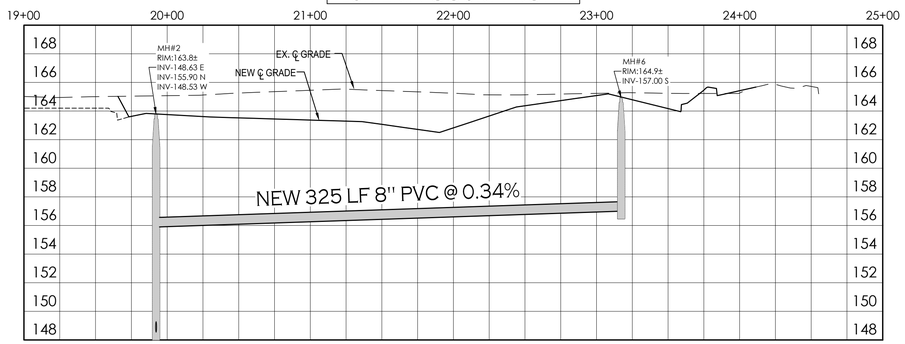
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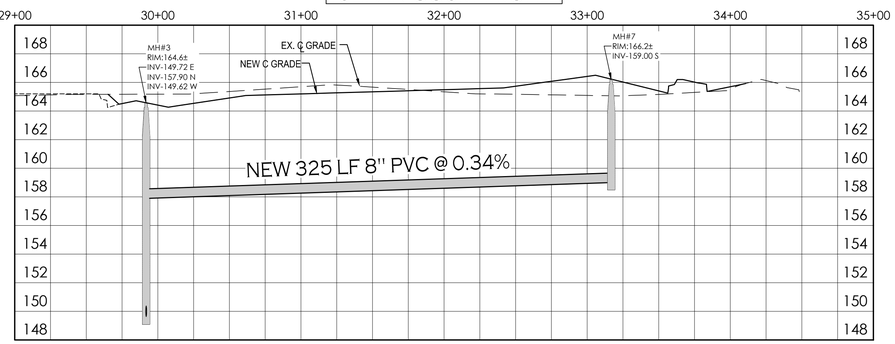
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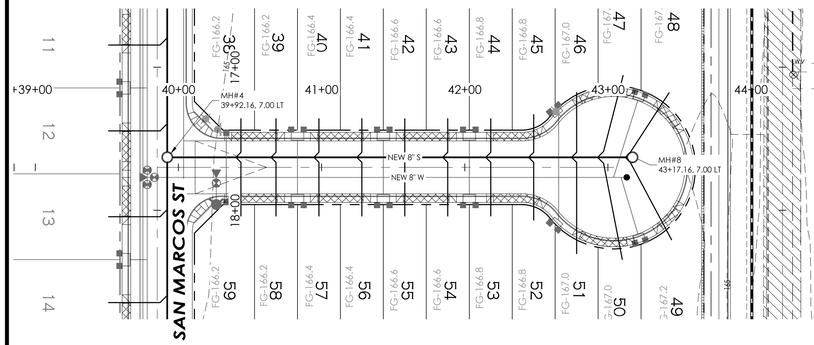
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PLUMERIA COURT PROFILE



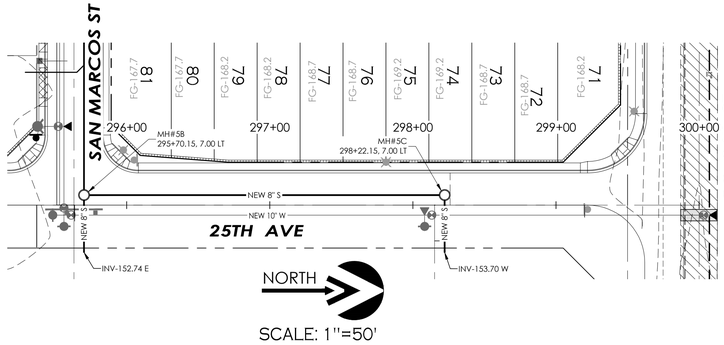
TULIPAN COURT PROFILE





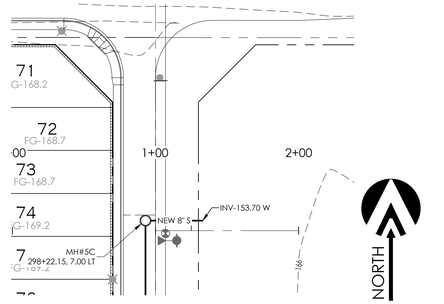
NORTH

SCALE: 1"=50'



NORTH

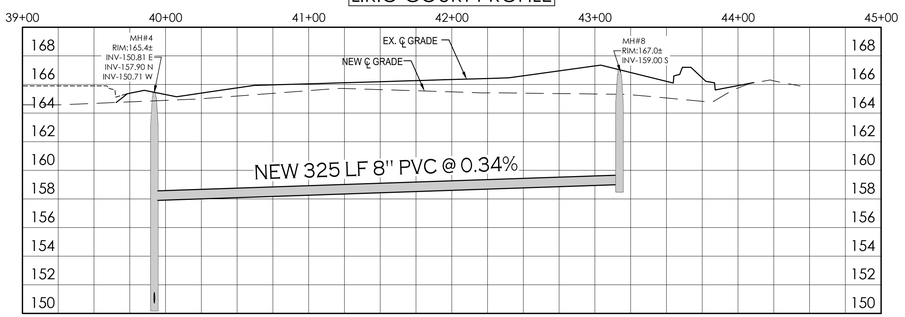
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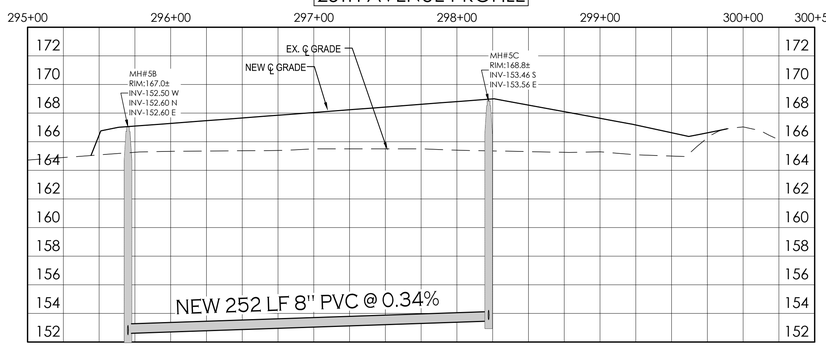
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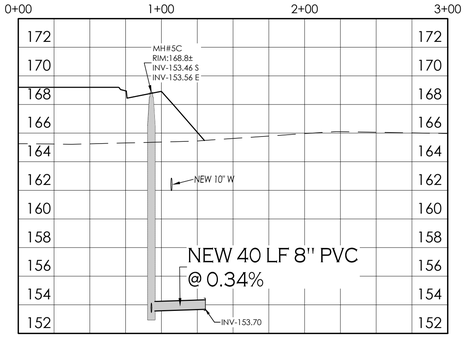
LIRIO COURT PROFILE



25TH AVENUE PROFILE



UDALL LANE PROFILE



UTILITIES WARNING

UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF ENGINEER OF RECORD PRIOR TO PROCEEDING.

CALL TWO WORKING DAYS BEFORE YOU DIG

1-800-STAKE-IT

VEGA & VEGA ENGINEERING, PLLC
2619 S. AVE. 2½ E. STE#3
YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
Vn.V@vegaNvega.com

SEWER PLAN & PROFILE
ORCHIDEA PARK TOWNHOMES PHASE I
SUBDIVISION

Registered Professional Engineer
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-19-25
Arizona, U.S.A.

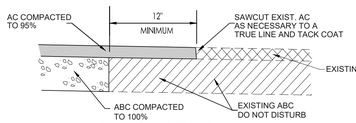
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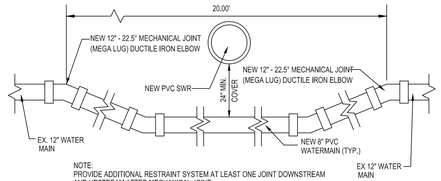
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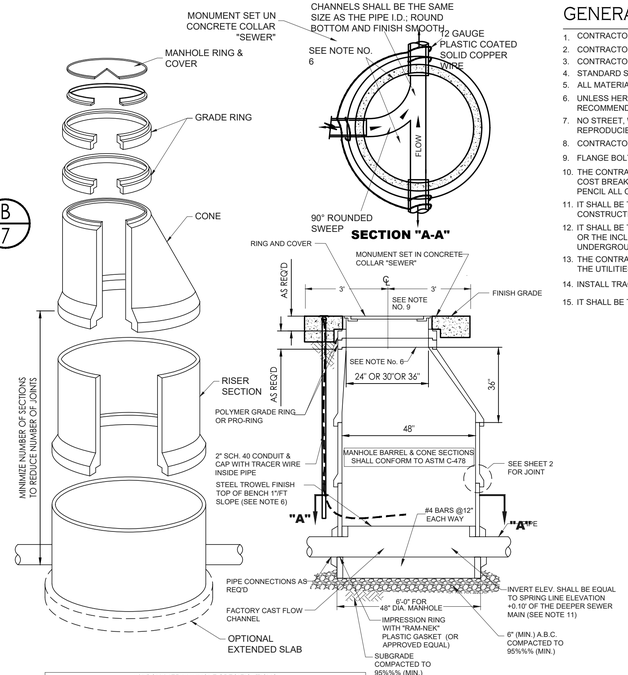
SAWCUT DETAIL

A 7



LOWERING DETAIL OF NEW WATER LINE

B 7

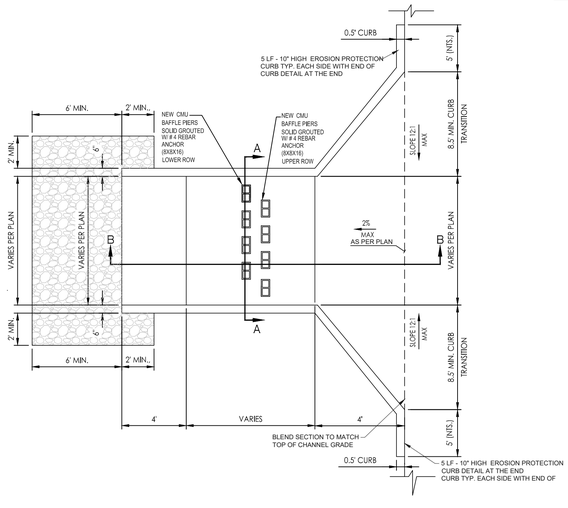


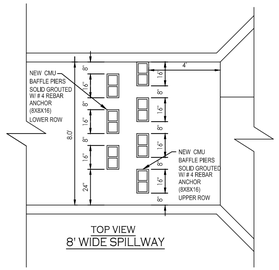
48" POLYMER MANHOLE SPECIFICATIONS				
WALL THICKNESS	AVAILABLE BASE HEIGHTS	AVAILABLE RISER HEIGHTS	WALL WEIGHT/FT	APPROX. WEIGHT 3'BASE
2"	3',4'	1", 2", 3", 4", 5", 6"	300 LBS/FT	3655 LBS

NOTE:
1. ADD 200 LBS TO EACH RISER FOR THE WEIGHT OF BELL.

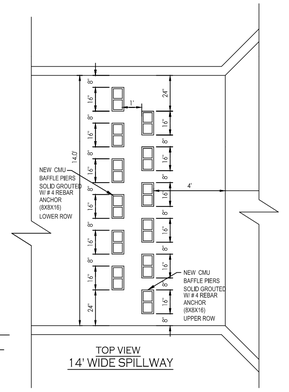
NOTES

1. Concentric manholes shall be constructed only upon the approval of the City Engineer.
2. Precast concrete cones and sections shall meet A.S.T.M. C-478 specifications (latest revision) except where shown. Concrete shall be Type III with flyash additive. Inside diameter of manhole and elevations as shown on plans.
3. Asphalt caulking shall be used to seal all joints.
4. An asphalt waterproofing seal shall be applied to the exterior surfaces of the manhole that will be exposed to ground water.
5. Not Used
6. Apply "Plaisite" surface sealant (or approved equal) on adjustment rings, bench or on any other concrete surface.
7. Base constructed of Class "A" concrete.
8. Base reinforcing steel should be ASTM A615, grade 60.
9. See standard R/10 for adjusting manhole frame and cover to final grade.
10. Precast concrete manholes shall have a PVC T-Lock liner, sealed gas tight, as manufactured by Ameron (or approved equal). Liner and interior surfaces shall be spark tested: (applies only to sanitary sewer manholes see Arizona Administrative Code R18-9-E 301 D.3.e Manholes General Permit: Sewage Collection Systems pertaining to Holiday testing).
11. Backfill used to fill manhole excavation shall be a one sack cement per cubic yard of sand slurry mixture, unless otherwise approved.
12. Grout seal around pipe. Match and apply same protective coating on grout as used on the other exposed concrete surfaces (see Note 6).
13. Special details shall be required for: Manholes greater than 40' in depth;all deflection manholes; for multiple pipe penetrations with at least one pipe greater than 21"; or if sewer main is larger than 48" in diameter. Calculations shall be signed/sealed by a registered professional engineer(AZ license) and submitted to the City Engineer for review & acceptance.
14. The PVC pipe needs to be installed inside the manhole. The top 1/3-1/2 portion of the pipe must be cut off a minimum length of 30" to allow CCT camera access. and to accept flow from lateral piping.

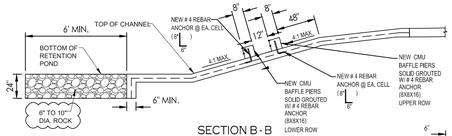




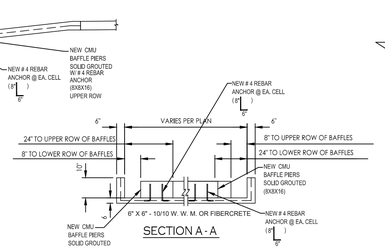
TOP VIEW
8' WIDE SPILLWAY



TOP VIEW
14' WIDE SPILLWAY



SECTION B - B



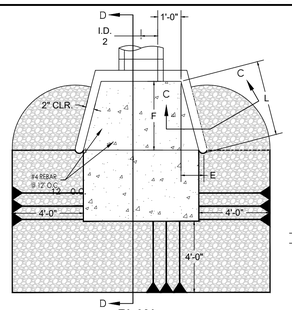
SECTION A - A

NOTES

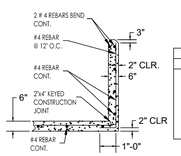
1. CONCRETE SPILLWAY TO BE 28 DAYS, 3000 P.S.I., 4" THICK
2. PLACED SOD AL LEAST 5' AROUND ALL STRUCTURE EDGES ABOVE STANDING WATER

CONCRETE SPILLWAY

C 7

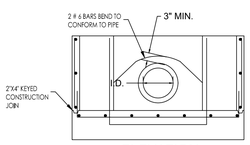


PLAN

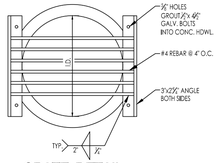


SECTION C-C

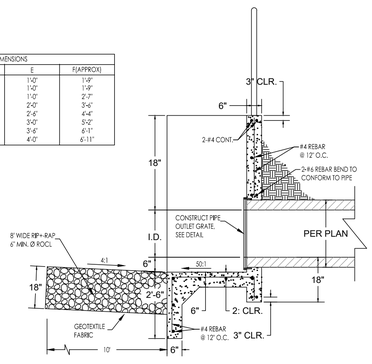
PIPE DIMENSIONS			
I.D.	L	E	F(APPROX)
6" TO 18"	2'-0"	1'-0"	1'-9"
24"	2'-6"	1'-0"	1'-9"
30"	3'-0"	1'-0"	2'-7"
36"	4'-0"	2'-0"	3'-6"
42"	5'-0"	2'-6"	4'-4"
48"	6'-0"	3'-0"	5'-2"
54"	7'-0"	3'-6"	6'-1"
60"	8'-0"	4'-0"	6'-11"



ELEVATION



GRATE DETAIL

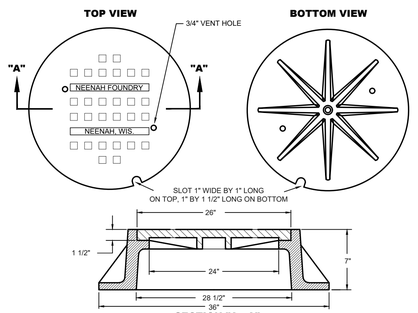


SECTION D-D

STORM DRAIN OUTLET STRUCTURE

NTS

D 7



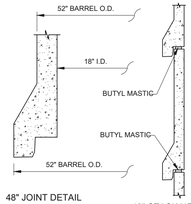
NOTES

1. The top of the cover and frame shall be flush and there shall be 1/8" horizontal clearance all around the frame and cover.
2. All covers shall have the letter "S" cast into it. The letter shall be raised 5/16" and be no less than 2 1/2" high.
3. Covers shall have a minimum of two 3/4" vent holes. Should a manhole be located within 600 feet of an interceptor sewer the vent holes are to be eliminated.
4. Standard manhole covers are the Neenah R-1595, R-1642 or approved equal.

STANDARD MANHOLE COVER

CITY OF YUMA STANDARD # 5-040

F 7



48" JOINT DETAIL

48" STACK UP

POLYMER MANHOLE SPECIFICATIONS			
I.D.	O.D.	WALL THICKNESS	WEIGHT PER FOOT
48"	52"	2"	300 LB

PRE-CAST CONCRETE MANHOLE

E 7

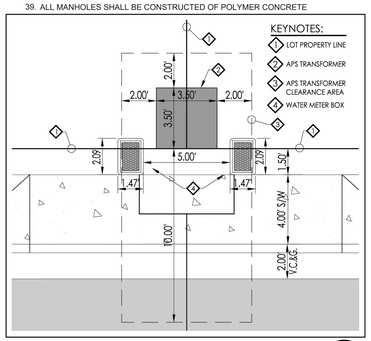
GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
3. CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS PRIOR TO START OF CONSTRUCTION.
4. STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR TWO YEARS AFTER THE FINAL ACCEPTANCE.
6. UNLESS HEREON REVISED, ALL CONSTRUCTION MATERIALS AND WORK MANSHIP WILL BE IN ACCORDANCE WITH CITY OF YUMA SPECIFICATIONS AND RECOMMENDED DETAILS AND SHALL, WHERE APPLICABLE, BE IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
7. NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS. FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS PUBLIC WORKS DIRECTION.
8. CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL COUNTY REQUIRED COMPACTION AND CONCRETE TESTS.
9. FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS, TO INCLUDE COST BREAKDOWN FOR WATER. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS, TO INCLUDE SERVICE LOCATIONS.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. OMISSION FROM, OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF, EXISTING UNDERGROUND UTILITIES.
13. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
14. INSTALL TRACER WIRE AS PER CITY OF YUMA STANDARDS
15. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT CONSTRUCTION MATERIAL SUBMITTALS TO CITY OF SAN LUIS FOR REVIEW AND APPROVAL.

WATER AND SEWER NOTES

1. WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
2. ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
3. ALL TEES, 90 DEGREE ELLS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE.
4. WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 235.
5. ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
6. ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
7. TYPES OF TAPPING SLEEVE REQUIRED:
   A. FOR SIZE ON SIZE TAP MUELLER TYPE M.J. ENDS REQUIRED.
   B. FOR SMALLER TAP SIZE THAN THE MAIN SIZE, ONE OF THREE TYPES MAY BE USED:
      A. CLOW "0" RING TYPE.
      B. RICH "0" RING TYPE.
      C. MUELLER M.J. TYPE.
   C. MINIMUM TAPPING SLEEVE LENGTH - 18".
8. ACCEPTABLE VALVE LIST:
   ALL VALVES 12" AND UNDER ARE TO BE RESILIENT WEDGE GATE VALVES. THE FOLLOWING VALVES WILL BE ACCEPTED:
   WATEROUS SERIES 500 RESILIENT
   CLOW RESILIENT WEDGE
   AMERICAN DARLING 80 CSR RESILIENT WEDGE.
9. ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61. 17. IF DEAD ENDS ON
10. IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")
11. DESINFECTION OF WATER LINES IN ACCORDANCE WITH A.D.E.Q. BULLETIN No. 8 OR AWWA C-651-92 OR LATEST VERSION.
12. WATER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
13. ALL MATERIALS THAT COME INTO CONTACT WITH WATER SHALL CONFORM TO ANSI/NSF STANDARD 60 AND 61. PER R18-4-213.A AND B
14. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS DEFINED IN A.A.C. R18-4-504 AND R18-1-101.
15. WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE W/ AWWA C605-94 FOR PVC PIPE. PER ENGINEERING BULLETIN NO. 10, CHAPTER 7.
16. PRIOR TO PLACING THE INSTALLED WATER LINE IN SERVICE, THE NEW PIPE AND EXPOSED SECTIONS AND APPURTENANCES OF EXISTING PIPELINES SHALL BE CLEANED AND DISINFECTED IN ACCORDANCE WITH ANSI/AWWA C651, UNLESS OTHERWISE SPECIFIED. PIPELINES SHALL BE FLUSHED FOLLOWING COMPLETION OF DISINFECTION PROCEDURES. DISPOSAL OR NEUTRALIZATION OF DISINFECTION WATER SHALL COMPLY WITH APPLICABLE REGULATIONS. (REFER TO APPENDIX B OF ANSI/AWWA C651.)
17. WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES. SEPARATION IN ACCORDANCE WITH A.A.C. R18-5-502.C. AND CITY OF YUMA STD. DETAIL 5-005. CONSTRUCT NEW WATER AND SEWER LINES AS PER CITY OF YUMA STD. DETAIL 5-010
18. VERTICALLY AND 6 FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN 6 FEET BELOW A WATER LINE, THE SEWER MAIN SHALL BE ENCASED IN AT LEAST 6 INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR 10 FEET ON EITHER SIDE OF THE WATER MAIN. AS PER AAC-R18-5-502-C.3
19. WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
20. ALL WATER LINES (MAINS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH AS PER CITY OF YUMA STD. DETAIL 5-030
21. TYPES OF TAPPING SLEEVE REQUIRED: SMITH-BLAIR MODEL 662-663 STAINLESS STEEL (6" AND SMALLER: 15" LONG MIN.; LARGER THAN 8":20" LONG MIN.)
22. THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE OWWOM REGIONAL OFFICE.
23. A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
24. FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
25. SEWER MAINS AND SERVICES SHALL BE CLASS 50 CEMENT OR EPOXY LINED DUCTILE IRON PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
   A. SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATERMAIN OR SERVICE;
   B. WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
26. SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
27. SEWER PIPE SHALL BE PVC SDR 35.HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034,
28. SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 180 GAL./IN. DIA./MILE OF PIPE/DAY, PER AAC R18-9-E301 D.2.j
29. EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
30. DEFLECTION TEST OF AT LEAST 100% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED, PER AAC R18-9-E301.D.2.j
31. IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 180 GAL/IN DIA/MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS/HR/VERTICAL FOOT
32. GRAVITY SEWER LINES MUST BE TESTED FOR LEAKAGE AS PER R18-9-E301.D.2.j.
33. MANHOLES TESTING IS REQUIRED FOR 100% OF MANHOLES ACCORDING TO R18-9-E301.D.3.c.e.& f.
34. FOR CONSTRUCTION AND TESTING OF SEWER LINES REFER TO A.A.C.R18-9-E301-(D)(2).
35. FOR CONSTRUCTION AND TESTING OF SEWER FORCE MAIN REFER TO A.A.C.R18-9-E301-4.
36. MANHOLE TESTING & CONSTRUCTION IS REQUIRED ACCORDING TO A.A.C.R18-9-E30I-3.
37. THE PRESSURE TESTING OF WATERLINES SHALL BE UNDERTAKEN AS FOLLOWS AND IN DESCENDING ORDER OF PRECEDENCE:
   a) ALL VISIBLE LEAKS SHALL BE REPAIRED, REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
   b) INITIAL PRESSURE FOR THE PRESSURE TEST SHALL BE A MINIMUM OF 150 PSI. PRESSURE LOSS DURING TESTING SHALL NOT EXCEED 5 PSI.
   c) A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SECTION 4 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE, EXCEPT NO LEAKAGE TEST WILL BE ALLOWED.

   ALL EQUIPMENT AND PRODUCTS THAT COME INTO CONTACT WITH THE PUBLIC WATER SUPPLY SHALL BE CERTIFIED TO MEET THE NATIONAL SANITATION FOUNDATION STANDARD 61 PER A.A.C. SEC. R18-4-213(B)
38. MATERIALS SHALL BE IN ACCORDANCE WITH THE APPROVED WATER SERVICE COMPONENTS LIST.
39. ALL MANHOLES SHALL BE CONSTRUCTED OF POLYMER CONCRETE



WATER METER DETAIL

G 7

VEGA & VEGA ENGINEERING PLLC
2619 S. AVE. 2½ E. STE#3 YUMA, AZ. 85364
928-329-0000 TEL
920-247-6232 FAX
VnV@vega&vega.com

Details And Water And Sewer Notes
ORCHIDEA PARK TOWNHOMES PHASE I
SUBDIVISION

Registered Professional Engineer (Civil) CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 8-19-25 Arizona, U.S.A.

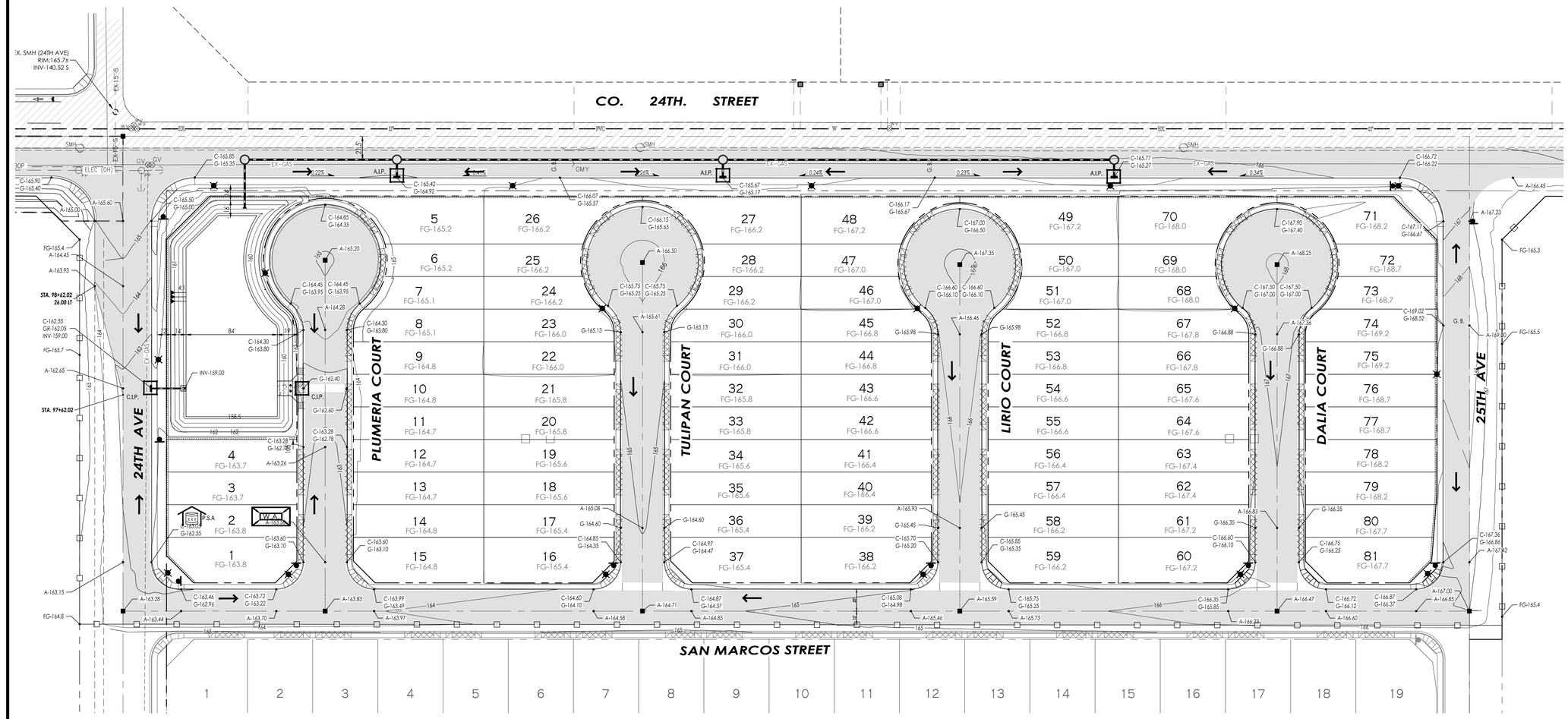
Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet 7

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT

\\VNA VNA DRIVE\VNA PROJECTS\WV 2023 PROJECTS\WV23-600 ORCHIDEA SUBDIVISION\07-DETAILS\ORCHIDEA SUBDIVISION DETAILS.dwg



NORTH

SCALE: 1"=50'

LEGEND

- W.A. — DESIGNATED WASHOUT AREA - (COY STD. 11-120)
- DC — DUST CONTROL
- SCE — STABILIZED CONSTRUCTION ENTRANCE - (COY STD. 11-075)
- P.S.A — PROTECTED STORAGE AREA (ADJUST LOCATION AS REQUIRED)
- SF — SILT FENCE - (COY STD. 11-080)
- C.I.P. — CURB INLET PROTECTION - (COY STD. 11-115) (GRAVEL BAG, FILTER BAG, ROCK SOCK)
- A.I.P. — AREA INLET DRAIN PROTECTION - (COY STD. 11-115) (GRAVEL BAG, FILTER BAG, ROCK SOCK)
- SW — SEDIMENT WAITLE - (COY STD. 11-085)
- W.Z.S. — WORK ZONE IDENTIFICATION SIGN - (COY STD. 8-045)
- DRAINAGE FLOW ARROWS

KEYNOTES:

1. CONSTRUCT NEW WALL PRIOR TO ANY OTHER CONSTRUCTION. NEW WALL WILL PREVENT STORM WATER TO ENTER OR EXIT SITE.
2. IN LIEU OF CONSTRUCTING NEW WALL PRIOR TO ANY OTHER CONSTRUCTION, THE CONTRACTOR HAS THE OPTION TO CONSTRUCT A NEW BERM

AREA

DISTURBED AREA = 11.00 ACRES

DRAINAGE NOTE

DRAINAGE STORM WATER RUNOFF WILL BE STORED ON NEW RETENTION BASIN LOCATED ON THE WESTERN PART OF THE SITE, AS SHOWN IN THE DRAINAGE REPORT.

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE X DESIGNATION (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD). COMMUNITY PANEL NUMBER 04027C1345 DATED AUGUST 28, 2008. WHICH IS THE FLOOD INSURANCE RATE MAP (PANEL NOT PRINTED) FOR THE COMMUNITY IN WHICH THIS PROJECT IS SITUATED

UTILITIES WARNING

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1-800-STAKE-IT

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928-247-6232 FAX
Vna V@vega&vega.com

SWPPP Plan
ORCHIDEA PARK TOWNHOMES PHASE I
SUBDIVISION

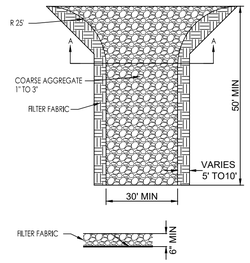
Registered Professional Engineer
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-19-25
Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

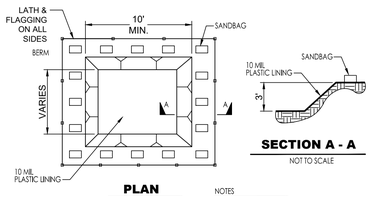
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\\VNAVNA DRIVE\PROJECTS\VNV 2023\PROJECTS\VNV23-600 ORCHIDEA SUBDIVISION\CAD FILES\CIVIL\DRAWINGS\VNV23-600 ORCHIDEA SUBDIVISION SWPPP.DWG



SECTION A - A

STABILIZED CONSTRUCTION EXIT/ENTRANCE (SCE)



PLAN

NOT TO SCALE
TYPE 'BELOW GRADE'

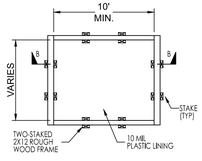
SECTION A - A

NOT TO SCALE

NOTES

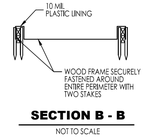
1. ACTUAL LAYOUT DETERMINED IN FIELD.

2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



PLAN

NOT TO SCALE
TYPE 'BELOW GRADE'



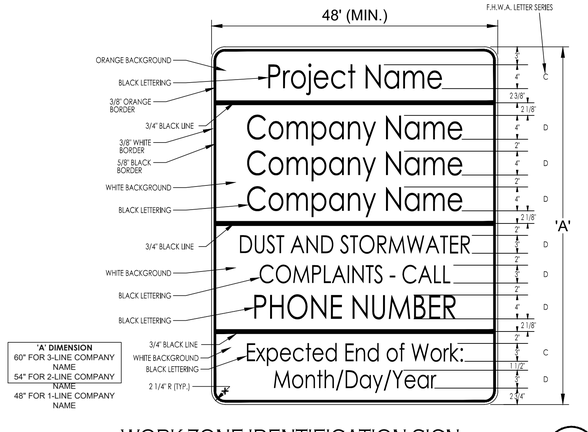
SECTION B - B

NOT TO SCALE

W.A.

CONCRETE WASH AREA (WA)

SIGN WZIS-1



'A' DIMENSION
60" FOR 3-LINE COMPANY NAME
54" FOR 2-LINE COMPANY NAME
48" FOR 1-LINE COMPANY NAME

WORK ZONE IDENTIFICATION SIGN (WZS)

CONSTRUCTION NOTES

1. AFTER PERMITS HAVE BEEN OBTAINED & EROSION CONTROL MEASURES INSTALLED, THE CONTRACTOR SHALL ROUGH GRADE SITE.
2. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING ANY STORM SEWER SYSTEM. ALL INLETS & INLET OPENINGS SHALL BE FULLY ENCIRCLED WITH SILT FENCE DURING AND AFTER CONSTRUCTION OF INLET.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES ESPECIALLY BEFORE ANY PREDICTABLE RAIN.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE; AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE. THIS PLAN IS INTENDED TO BE UPDATED BY A QUALIFIED PERSON AS CONSTRUCTION ACTIVITIES PROCEED. METHODS OF EROSION CONTROL SHALL BE TAKEN FROM "DRAINAGE DESIGN FOR YUMA COUNTY, ARIZONA, VOLUME III EROSION CONTROL".
6. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
12. CONTRACTOR TO IDENTIFY ON PLAN AREAS THAT HAVE REACHED FINAL STABILIZATION.

UTILITIES WARNING

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928-247-6232 FAX
VnV@vega&vega.com

SWPPP Details
ORCHIDEA PARK TOWNHOMES PHASE I SUBDIVISION

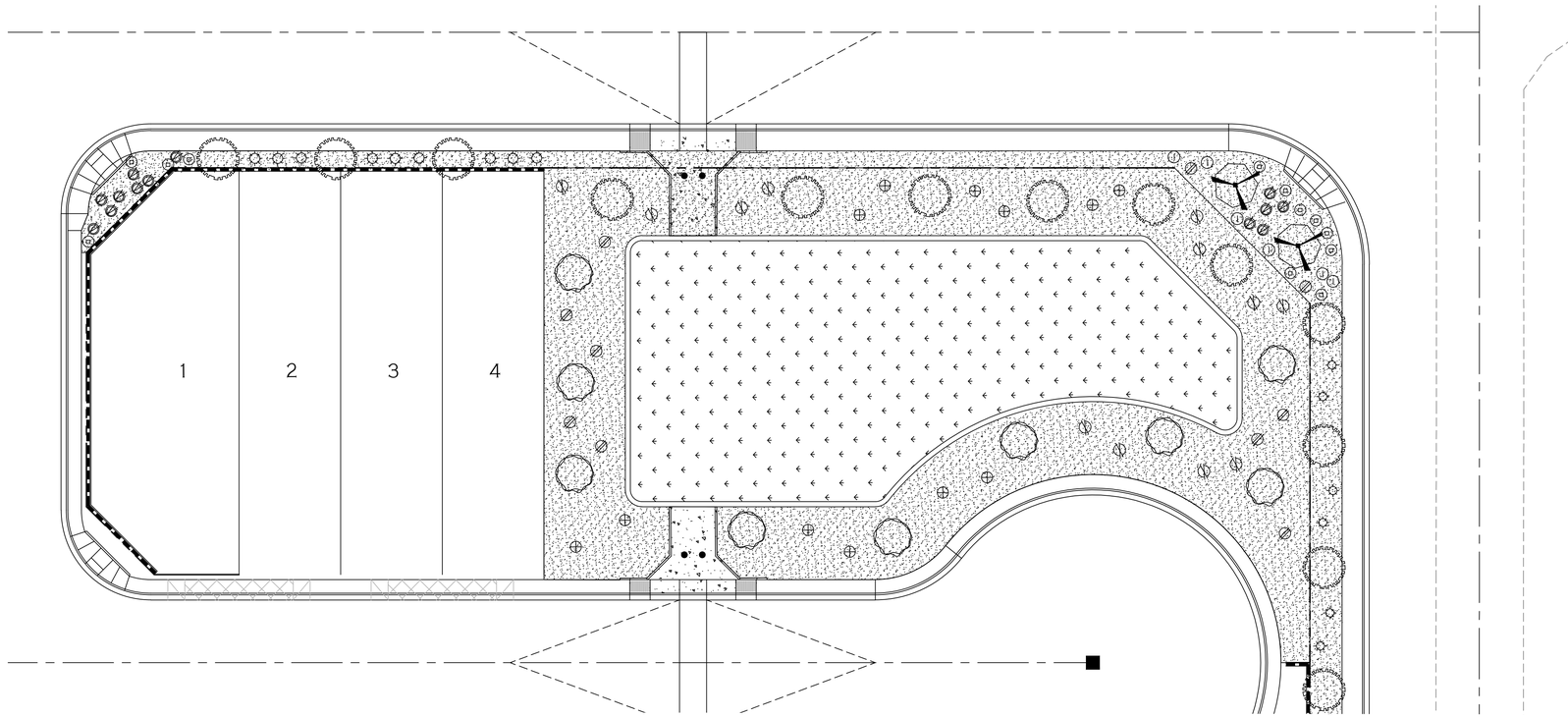
Registered Professional Engineer (Civil) CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 8-19-25 Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet 9

\\VNV-DRIVE\VNV PROJECTS\VNV 2023 PROJECTS\VNV23-601 ORCHIDEA SUBDIVISION\07 CAD FILES\DWG\DWGS\VNV23-601 ORCHIDEA SWPPP.DWG



NORTH

SCALE: 1"=30'

PLANT LEGEND

TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	Red Pistach	Pistacia Chnensis	24" box
	Elm	Ulmus Parviflora	24" box
	Live Oak	Cuercus Virginiana	24" box
	Mulga	Acacia Aneura	24" box
	Shoestring Acacia	Acacia Syenophyllia	24" box

SHRUBS

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	Arizona Yellow Bells	Techoma Stans	5 gallon
	Bird of paradise	Caesalpinia Gilliesii	5 gallon
	Red yucca	Hesperaloe Parviflora	5 gallon
	Lagmans Sage	Leucophyllum Lagmaniae	5 gallon
	Yellow Mound Lantana	Lantana Camara	5 gallon
	Choral Fountain	Russelia Equoiseformis	5 gallon
	Rosemary	RosmarInus Tuscon Blue	5 gallon

GROUND COVER/HARDSCAPES

3/4" Yuma White d.g.

Seeded Turf

6" X 6" Concrete Curb

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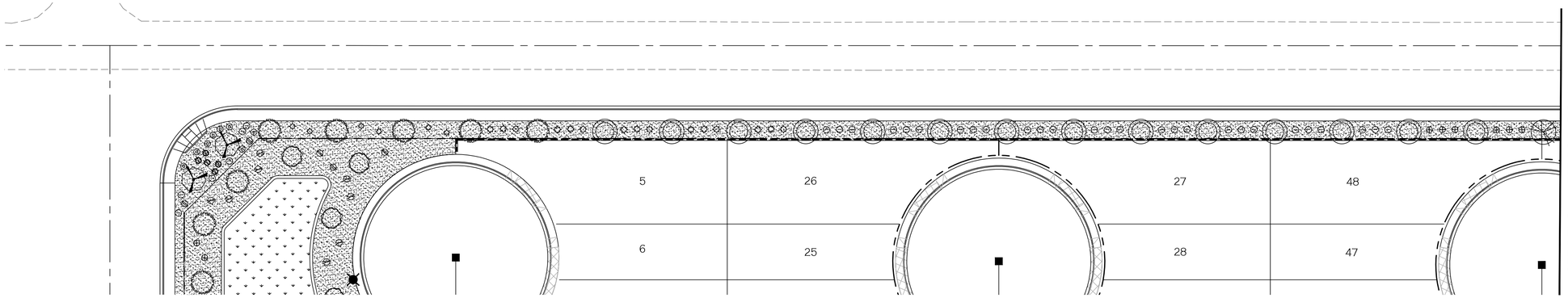
4th. Ave. & Retention Basin
ORCHIDEA PARK
TOWNHOME SUBDIVISION

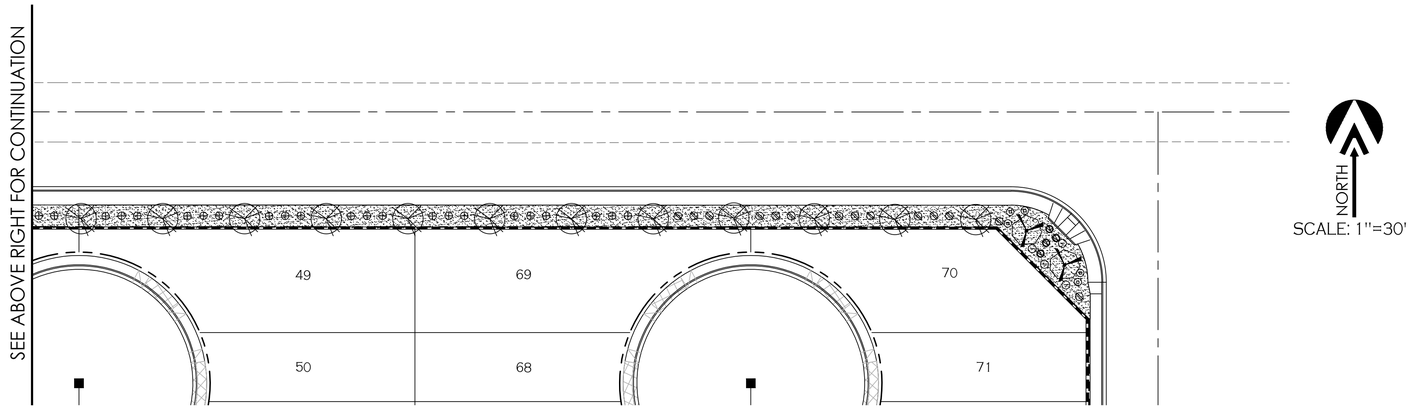
Landscaping

Notes:

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Drawn: Staff | Job #: VnV23-600
Checked: Vna

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PLANT LEGEND

TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	Red Pistach	Pistacia Chnensis	24" box
	Elm	Ulmus Parviflora	24" box
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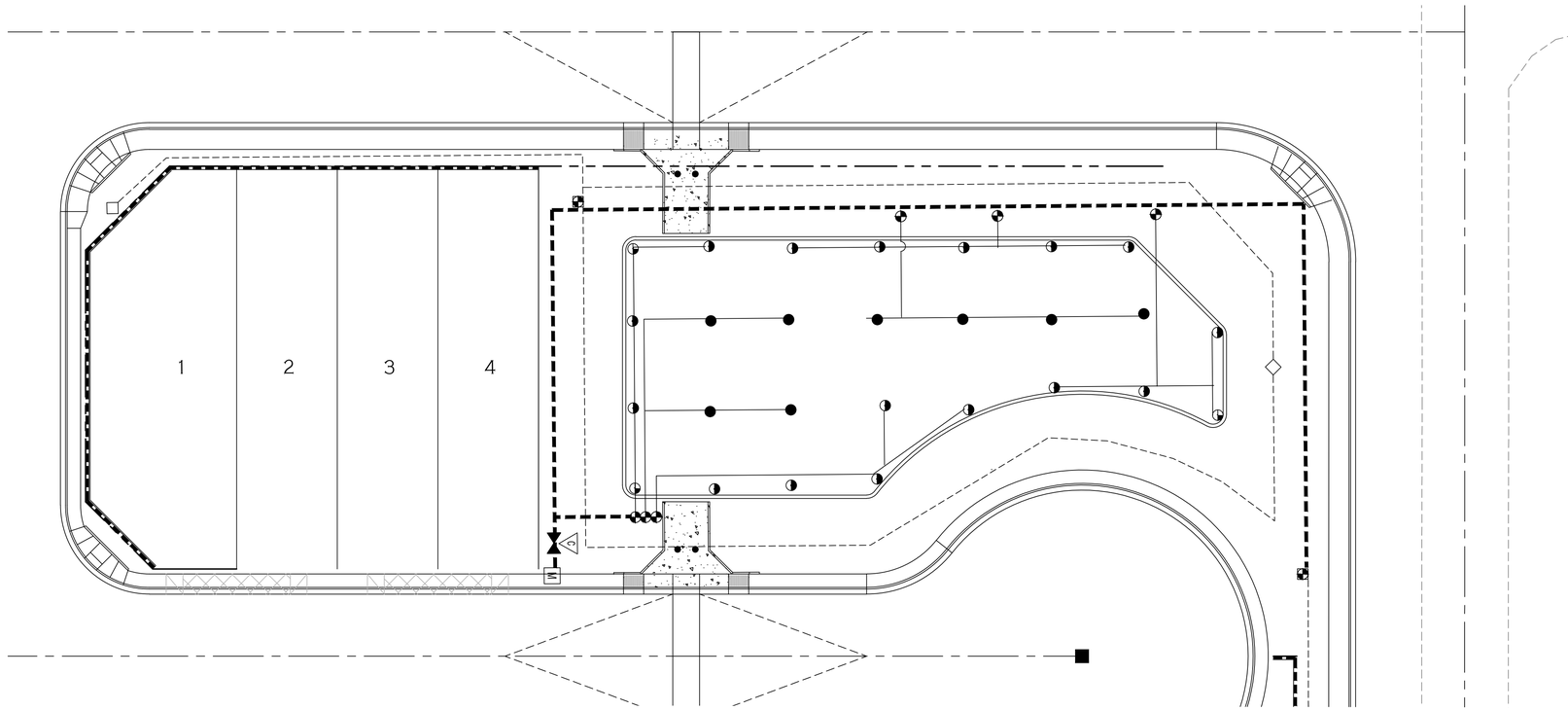
4th. Ave. & Retention Basin
ORCHIDEA PARK
TOWNHOME SUBDIVISION

Landscaping

Notes:

Scale: N.T.S. | Date: APR 2024
Drawn: Staff | Job #: VnV23-600
Checked: Vna

Sheet
L1.2



NORTH

SCALE: 1"=30'

IRRIGATION

	DESCRIPTION	MANUFACTURER	MODEL
M	WATER METER(FIELD VERIFY LOCATION)	BY OTHERS	1 1/2"(SEE CIVIL)
	BACK FLOW PREVENTER	FEBCO	PVB1 1/2"
V	WITH ENCLOSURE	GUARDSHACK	WITH SLAB
	CONTROLLER	HUNTER (solar)	XC HIBRID 18 STA
	ELECTRIC CONTROL VALVE	HUNTER	1"ICV
	DRIP VALVE ASSEMBLY	HUNTER	1"
	PVC BALL VALVE	SPEARS	1"SCH 40
	ELECTRIC VALVE	HUNTER	ICV-1"
	VALVE BOX	CARSON	TAN STANDARD
	FILTER	RAINBIRD	1" PRB100-200
	REGULATOR	RAINBIRD	1" 30 PSI
	FLUSH VALVE END OF 3/4' LATERAL	SPEARS OR EQUAL	MHT-3/4"
	1 1/2" PVC MAINLINE	SCH 40	
	1" PVC DRIP LATERAL	1" PVC	
	PVC SPRINKLER LATERAL	SEE DETAILS FOR PIPE SIZING	
	HUNTER I 20 SPRINKLER HEAD RED FULL NOZ 25' @ 4 GPM WITH .5 PRECIP AT 45 PSI		
	HUNTER I 20 SPRINKLER HEAD RED FULL NOZ 25' @ 4 GPM WITH .5 PRECIP AT 45 PSI		
	HUNTER I 20 SPRINKLER HEAD RED HALF NOZ 25' @ 3 GPM WITH .5 PRECIP AT 45 PSI		

IRRIGATION NOTES

IRRIGATION NOTES

1. CONTRACTOR RESPONSIBLE FOR FULL AND EFFICIENT COVERAGE
2. VERIFY PRESSURE BEFORE LAY OUT
3. MINIMUM PRESSURE 60 PSI AT MAIN LINE
4. VALVE LOCATIONS ARE ONLY APPROXIMATE
5. DRIP VALVES NOT TO EXCEED 5 GPM
   LAWN VALVES NOT TO EXCEED 45 GPM
6. DRAWN FOR CLARITY ALL IRRIGATION TO BE INSTALLED IN LANDSCAPE AREA
7. ALL SLEEVES ARE SCH 40
8. ALL SLEEVES TO HAVE 18" COVER MINIMUM
9. IF BACKFILL MATERIAL HAS DEBRIS LARGER THAN 1" SHADE WITH MORTAR SAND 6" ABOVE 6" BELOW PIPE
   SEE PIPE AND SLEEVING DETAILS D-10
10. IF PROPER PRESSURE IS NOT AVAILABLE NOTIFY OWNERS REPRESENTATIVE BEFORE ANY WORK IS STARTED
11. HEAD AND VALVE PLACEMENT ARE ONLY DIAGRMATIC

FIELD VERIFY ALL LOCATIONS ON PLANS

CALL TWO WORKING DAYS BEFORE YOU DIG
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YUMA, AZ. 85364
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VnV@vegavvega.com

4th. Ave. & Retention Basin

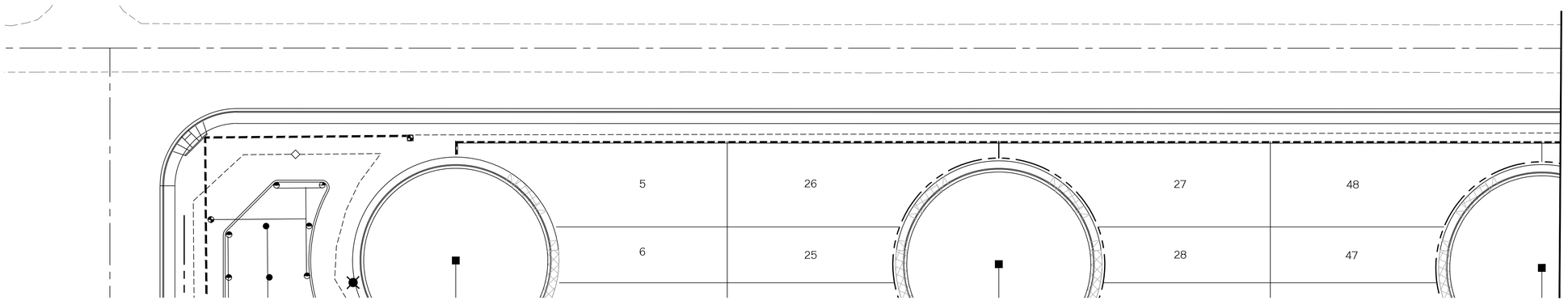
ORCHIDEA PARK
TOWNHOME SUBDIVISION

Irrigation

Notes:

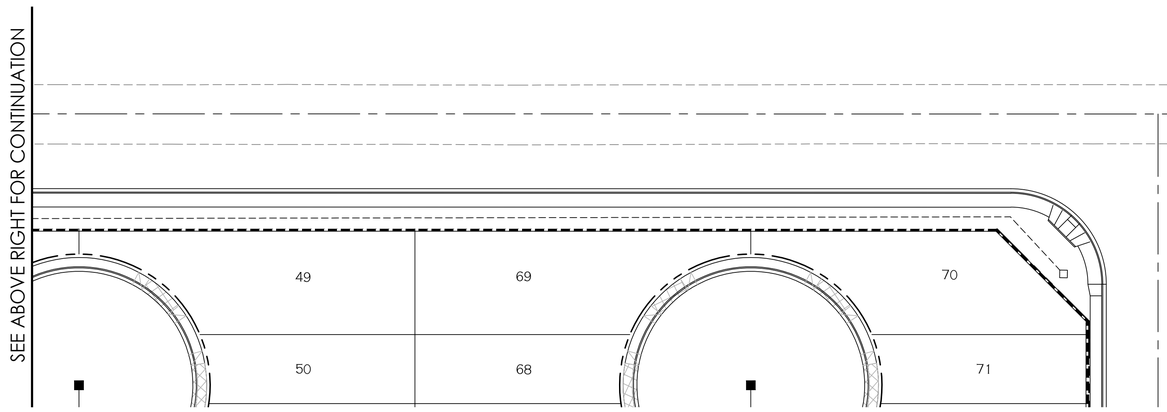
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Drawn: Staff | Job #: VnV23-600
Checked: Vna

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NORTH

SCALE: 1"=30'



NORTH

SCALE: 1"=30'

IRRIGATION

	DESCRIPTION	MANUFACTURER	MODEL
M	WATER METER(FIELD VERIFY LOCATION)	BY OTHERS	11/2"(SEE CIVIL)
	BACK FLOW PREVENTER	FEBCO	PVB11/2"
C	WITH ENCLOSURE	GUARDSHACK	WITH SLAB
	CONTROLLER	HUNTER (solar)	XC HIBRID 18 STA
	ELECTRIC CONTROL VALVE	HUNTER	1"ICV
	DRIP VALVE ASSEMBLY	HUNTER	1"
	PVC BALL VALVE	SPEARS	1"SCH 40
	ELECTRIC VALVE	HUNTER	ICV-1"
	VALVE BOX	CARSON	TAN STANDARD
	FILTER	RAINBIRD	1" PRB100-200
	REGULATOR	RAINBIRD	1" 30 PSI
	FLUSH VALVE END OF 3/4' LATERAL	SPEARS OR EQUAL	MHT-3/4"
	11/2" PVC MAINLINE	SCH 40	
	1" PVC DRIP LATERAL	1" PVC	
	PVC SPRINKLER LATERAL	SEE DETAILS FOR PIPE SIZING	
	HUNTER I 20 SPRINKLER HEAD RED FULL NOZ 25' @ 4 GPM WITH .5 PRECIP AT 45 PSI		
	HUNTER I 20 SPRINKLER HEAD RED FULL NOZ 25' @ 4 GPM WITH .5 PRECIP AT 45 PSI		
	HUNTER I 20 SPRINKLER HEAD RED HALF NOZ 25' @ 3 GPM WITH .5 PRECIP AT 45 PSI		

IRRIGATION NOTES

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9. IF BACKFILL MATERIAL HAS DEBRIS LARGER THAN 1" SHADE WITH MORTAR SAND 6" ABOVE 6" BELOW PIPE
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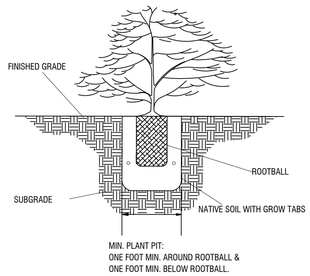
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ORCHIDEA PARK
TOWNHOME SUBDIVISION

Irrigation

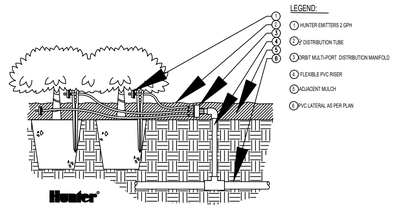
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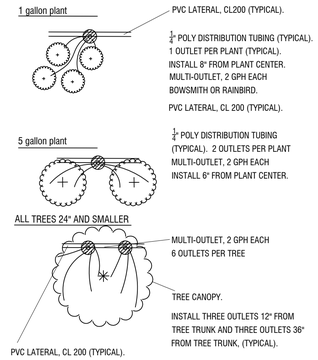
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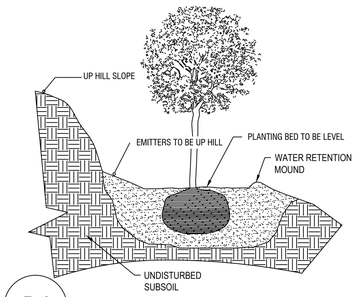
D1 SHRUB PLANTING



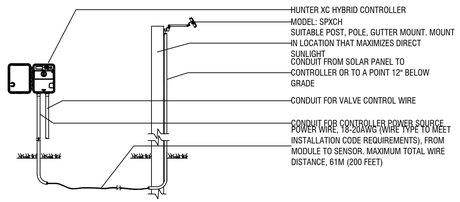
D2 MULIT-PORT MANIFOLD



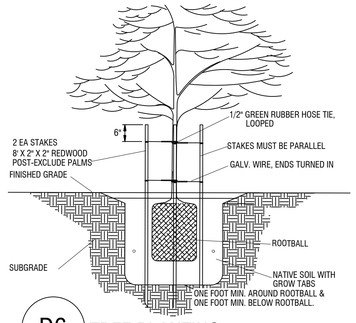
D3 EMITTER PLACEMENT



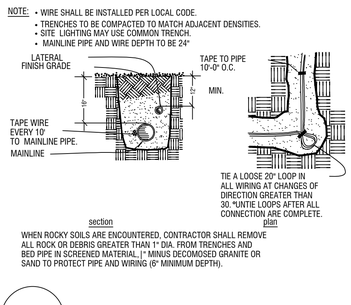
D4 PLANTED ON SLOPE



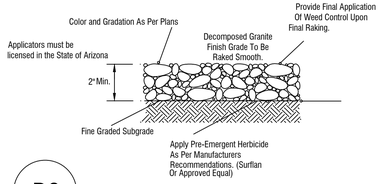
D5 SOLAR PANEL FOR XC HYBRID
Hunter IRRIGATION DETAIL



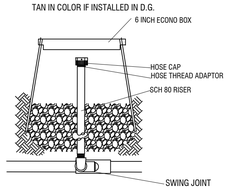
D6 TREE PLANTING



D7 PIPE AND WIRE TRENCHING



D8 DECOMPOSED GRANITE



D9 FLUSH OUT

size (pipe)	class	gpm	sleeve size
1/2"	SCH 40	0-5	2"
3/4"	SCH 40	6-10	2"
1"	SCH 40	11-15	2"
1-1/4"	SCH 40	16-25	3"
1-1/2"	SCH 40	26-35	3"
2"	SCH 40	36-50	4"
2-1/2"	CL160	51-75	6"
3"	CL160	76-100	6"
4"	CL160	101-190	10"
WIRING	SCH 40	1-26 WIRES	2" MIN.

ALL MAINLINE FITTINGS 3" AND LARGER SHALL BE DUCTILE IRON, ALL OTHER MAINLINE FITTINGS SHALL BE SCH. 40.

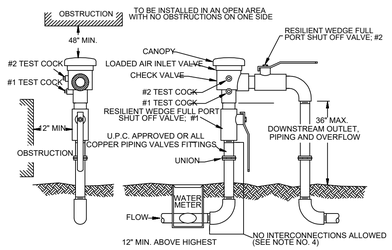
ALL MAINLINE INTERSECTIONS (45 , 90 , ECT.) SHALL HAVE THRUST BLOCKS PER MANUFACTURER'S RECOMMENDATIONS. USE MECHANICAL FITTINGS ON TEES, FOR 3" AND LARGER MAINLINE.

SLEEVE SIZE IS FOR SINGLE PIPE RUNS.

SLEEVE ALL WIRE SEPERATE FROM WATER LINES, UNDER PAVING.

ALL SOLVENT WELD MAINLINE FITTINGS SHALL BE SCHEDULE 40.

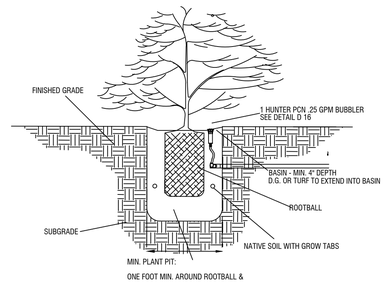
D10 PIPE AND SLEEVE SIZING



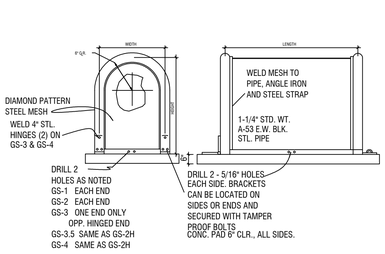
NOTES

1. A permit is required before installing or replacing a backflow assembly. Permits are obtained at the Department of Community Development.
2. A list of approved backflow assemblies are available from the , Utilities Department Pretreatment
3. The P.V.B. shall be installed outside, above ground, as close to the water meter as possible. The P.V.B. shall be located on private property unless otherwise authorized.
4. There shall be no other piping connected to the piping between the water meter and the backflow assembly except for parallel assembly installations.
5. Installations shall meet all current uniform plumbing codes in addition to the City building codes.
6. Installations shall be left exposed until inspected and approved by the City.
7. If this unit is installed to serve a retention basin, this unit shall be placed a minimum of 12" (36" maximum) above the flood rim of the retention basin.
8. Protective cages are optional and will meet clearance, access and drainage requirements.
9. It is recommended that backflow assemblies be protected from the elements. Care shall be taken to ensure that the protection does not hinder the assembly's operation.
10. All backflow units are to be tested by a certified professional prior to final approval. Backflow units shall be tested on an annual basis.
11. The installation of a pressure vacuum breaker assembly can cause a closed system. Consult with the City Building Official for pressure relief valves, thermal expansion or other needed requirements.
12. P.V.B.'s may be maintained under constant pressure and have shutoff valves downstream but there shall be no means of imposing back pressure on the P.V.B. from any other source.
13. P.V.B.'s shall only be approved for irrigation system service protection unless otherwise authorized.

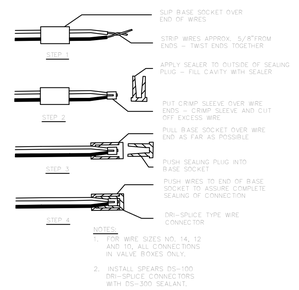
D15 PRESSURE VACUME BREAKER



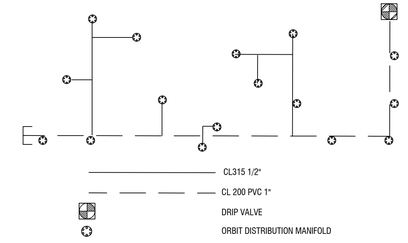
D11 TREE IRRIGATION DETAIL



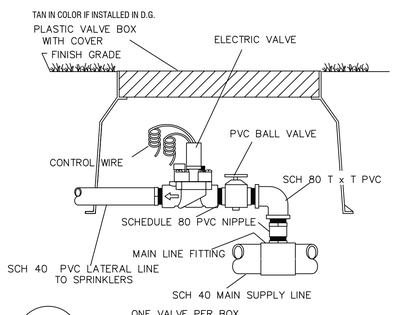
D12 GARDSHACK ENCLOSURE



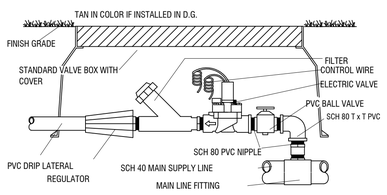
D13 IRRIGATION WIRE CONNECTIONS



D14 EMITTER PVC PIPE LAY OUT



D16 TURF VALVE



1 VALVE PER STANDARD VALVE BOX

D17 DRIP VALVE

VEGA & VEGA ENGINEERING PLC
2419 S. AVE. 2¼ E. STE #3
YUMA, AZ. 85364
928-329-0000 TEL
928-247-0232 FAX
VnV@vegavega.com

4th. Ave. & Retention Basin
ORCHIDEA PARK
TOWNHOME SUBDIVISION

DETAILS

Notes:

Scale: N.T.S. Date: APR 2024
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet
L15

IRRIGATION NOTES

1. CONTRACTOR TO FIELD VERIFY DRAWINGS PRIOR TO ANY INSTALLATION OR ORDERING OF MATERIALS AND NOTIFY SOUTHWEST DREAMWORKS OF ANY DISCREPANCIES BETWEEN DRAWINGS AND SITE. IF CONTRACTOR FAILS TO NOTIFY SOUTHWEST DREAMWORKS, HE ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATIONS TO THE SYSTEM.

2. ALL MATERIALS USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURE'S SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE DESIGNER.

3. IRRIGATION SYSTEM HAS BEEN DESIGNED FOR A STATIC WATER PRESSURE OF 70 PSI.

4. CONTRACTOR TO FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY CONSULT SOUTHWEST DREAMWORKS OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT HE ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.

5. CONTRACTOM WILL NOTIFY SOUTHWEST DREAMWORKS IF BOOSTER PUMP IS NEEDED

6. 120 VOLT SERVICE BY ELECTRICAL CONTRACTOR. IRRIGATION CONTRACTOR RESPONSIBLE FOR POWER CONNECTION TO CONTROLLER.

7. ALL CONTROL WIRES TO BE RED, ALL COMMON WIRES TO BE WHITE UNLESS NOTED ON PLANS. ONE SET OF CONTROLLER KEYS TO BE GIVEN TO OWNER.

8. ALL 24 VOLT WIRE SHALL BE #14 UFL, DIRECT BURIAL, SOLID COPPER.

9. IRRIGATION CONTRACTOR RESPONSIBLE FOR ALL LANDSCAPE SLEEVING. CONTRACTOR TO COORDINATE SLEEVING INSTALLATION OF CONCRETE FLATWORK AND PAVING. ALL SLEEVES TO BE EXTENDED AT LEAST 1' BEYOND CONCRETE STRUCTURES.

10. ALL HARDSCAPE 5'-0" OR WIDER TO BE SLEEVED.

11. CONTRACTOR SHALL INSTALL ALL PIPING AND WIRING UNDER PAVED AREAS IN SLEEVES AS SHOWN ON PLANS. ALL WIRE SHALL BE SLEEVED SEPARATELY FROM PIPING.

12. IRRIGATION CONTRACTOR TO VERIFY EXISTING SLEEVES (SHOWN ON IRRIGATION PLAN) INSTALLED BY OTHER CONTRACTORS. COORDINATE INSTALLATION OF ADDITIONAL SLEEVES WITH GENERAL CONTRACTOR.

13. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPED AREAS (SOME LINES AND EQUIPMENT ARE SCHEMATIC ONLY).

14. LOCATE VALVE BOXES IN DECOMPOSED GRANITE NOT IN TURF, ADJACENT TO WALKWAYS AND CURBS WHENEVER POSSIBLE.

15. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND EDGE OF ROOTBALL, WITHIN PLANT BASIN. UNLESS NOTED ON PLANS

16. EMITTERS TO BE PLACED ON UP HILL SIDE OF PLANTS ON SLOPED PLANTING AREAS.

17. PRIOR TO OWNER APPROVAL, CONTRACTOR SHALL COMPLETE THE FOLLOWING: ALL IRRIGATION HEADS TO BE ADJUSTED TO THE PROPER HEIGHT. ALL SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED TO ACHIEVE PROPER COVERAGE. AVOID SPRAY ON ALL HARDSCAPE AND STRUCTURES.

18. IRRIGATION CONTRACTOR SHALL PROVIDE 100% HEAD TO HEAD COVERAGE IN ALL TURF AREAS AT NO ADDITIONAL COST TO THE OWNER. FIELD ADJUST HEAD LOCATIONS AS REQUIRED. ACTUAL SITE CONDITIONS MAY VARY FROM DRAWINGS AND NECESSITATE ADJUSTMENT OF HEAD LAYOUT, AREA, NOZZLE OR QUANTITIES OF HEADS.

19. CONTRACTOR SHALL ADJUST THE PERFORMANCE OF THE IRRIGATION SYSTEM FOR OPTIMUM PLANT GROWTH BASED ON ACTUAL SITE CONDITIONS, INCLUDING SOIL TYPES, SLOPE OR OTHER VARIABLES THAT MAY DEVIATE FROM PROJECT PLANS. CONTACT SOUTHWEST DREAMWORKS OF ANY DISCREPANCIES BETWEEN PROJECT PLANS AND ACTUAL SITE CONDITION PRIOR TO INSTALLATION.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE INSTALLATION OF THE FULLY AUTOMATED IRRIGATION SYSTEM PRIOR TO STARTING PLANTING. IF THE IRRIGATION SYSTEM IS INTERRUPTED FOR ANY REASON THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTINUE MANUAL WATERING OF ALL PLANT MATERIAL UNTIL THE IRRIGATION SYSTEM IS FULLY OPERATIVE.

21. THE CONTRACTOR SHALL PROVIDE, INSTALL AND HAVE TESTED ALL CONNECTIONS 20. DOWN STREAM OF THE WATER METER AND BACKFLOW PREVENTER.

22. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPING NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL IRRIGATION SYSTEM INCLUDING ALL SUB-LATERAL PIPING TO EACH PLANT EMITTER AS SPECIFIED AND DETAILED WHETHER OR NOT PIPING IS SHOWN ON PLANS.

23. REFER TO GENERAL CONSTRUCTION NOTES ON COVER SHEET FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION. POSSIBLE ALL ELECTRIC CONTROL VALVES TO BE LOCATED IN SERIES ALONG THE MAIN WATERLINE. ALL VALVES WILL BE IN HEAVY DUTY PLASTIC VALVE BOXES W/LIDS RAISED TO FINISH GRADE. ALL ELECTRIC VALVES SHALL BE BELOW THE SURFACE MIN. 6".

24. ALL SUBMITTALS MUST BE APPROVED BE FOR CONSTRUCTION BEGINS

LANDSCAPE NOTES

1. LANDSCAPE AREAS ARE DEFINED AS ALL NON-PAVED AREAS DISTURBED BY THIS PHASE OF CONSTRUCTION. SLIGHT VARIATIONS MAY EXIST BETWEEN ON-SITE CONDITIONS AND DRAWINGS. CONTRACTOR SHALL ADJUST PLANTING LAYOUT ONLY AS REQUIRED TO MAINTAIN PLANT QUANTITIES AND DESIGN INTENT.

2. THE OWNER'S REPRESENTATIVE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.

3. LOCATE PLANTS AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, AND LIGHT FIXTURES.

4. ALL PLANT MATERIAL SHALL MEET A.N.A. SPECIFICATIONS. THE LANDSCAPE DESIGNER OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE.

5. DOUBLE STAKE ALL SUPPLEMENTAL BOX TREES OUTSIDE ROOTBALL, SEE TREE STAKING DETAIL.

6. TREES SHALL BE A MINIMUM OF 4' FROM CURB , SHRUBS SHALL BE 3' OR MORE AWAY FROM CURBS OR WALKS. REFER TO PLANS AND MAINTAIN SHRUB MASSINGS AS SHOWN AWAY FROM HARDSCAPE.

7. PLANT LOCATIONS SHALL BE FLAGGED OR STAKED FOR REVIEW PRIOR TO STARTING IRRIGATION OR PLANTING EXCAVATION. MINOR RELOCATION'S SHALL BE MADE AT THIS TIME TO AVOID UNSUITABLE CONDITIONS.

8. NATIVE GRANULAR SOILS SHALL BE FINE GRADED AS TOPDRESSING AND RAKED UNIFORMLY ALONG CURBS, WALKS AND WALLS.

9. CONTRACTOR SHALL APPLY PRE-EMERGENT HERBICIDE (TREFLANS OR APPROVED EQUAL) IN ALL AREAS NOT CONTAINING BERMUDA GRASS, PER MANUFACTURERS RECOMMENDATION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO APPLICATION OF HERBICIDE.

10. ALL PLANTING SHALL CONFORM TO THE HEIGHT REQUIREMENTS SPECIFIED FOR SIGHT VISIBILITY TRIANGLES. REFER TO C.O./ STANDARDS FOR SPECIFIED REQUIREMENTS. WHERE MULTIPLE JURISDICTION EXIST, THE MOST RESTRICTIVE SHALL APPLY.

11. GRADE NOTED ON LANDSCAPE PLAN TO BE FIELD VERIFIED/APPROVED BY OWNER'S REPRESENTATIVE BEFORE LANDSCAPE BEGINS CONSTRUCTION.

12. FEATHER AND BLEND GRADE BETWEEN CONSTRUCTION AND NATIVE AREAS FOR SMOOTH TRANSITION.

13, REVIEW SALVAGE NATIVE PLANT MATERIAL INVENTORY PRIOR TO BEGINNING WORK TO VERIFY RESPONSIBILITY OF RELOCATION AND WARRANTY.

14. SAGUARO SHALL BE PLANTED TO THEIR ORIGINAL SOLAR ORIENTATION WITH (2) DRIP EMITTERS (SEE DETAIL). SAGUARO SHALL BE PLANTED STRAIGHT AND DEEP ENOUGH TO REQUIRE NO BRACING. RETURN TAGS TO OWNER.

15. NATIVE SALVAGED SAGUAROS SHALL BE PROTECTED FROM INJURY DURING TRANSPLANT AND SHALL BE WARRANTED FOR 6 MONTHS FROM FINAL ACCEPTANCE.

16. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS

17. REFER TO GENERAL CONSTRUCTION NOTES BELOW FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION.

18. HYDROSEED GRASS FOR NORMAL APPLICATION WITH TACKIFIER AND PAPER MULCH. A BRYLION TYPE SEEDER MAY BE USED. SEED 3LBS/ 1,000 SQ. FT. OF HYBRID BERMUDA. IF PLANTING OCCURS BETWEEN OCTOBER 1, AND MAY 1, USE 15 POUNDS OF WINTER RYE SEED/ 1,000 SQ. FT. FOR FOR SMALLER AREAS HAND RAKE AND COVER WITH 1/2" MULCH USE A GOOD PRE PLANT FERTILIZER, (16-20-20)

19. LANDSCAPE CONTRACTOR SHALL SUBMIT PHOTOS OF ALL TREES FOR APPROVAL BY LANDSCAPE DESIGNER PRIOR TO DELIVERY.

MAINTENANCE AND GUARANTEE

1. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE DESIGNER OR OWNER'S REPRESENTATIVE FOUR (4) DAYS PRIOR TO COMPLETING IMPROVEMENTS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO REQUEST AN INSPECTION FOR SUBSTANTIAL COMPLETION. LANDSCAPE DESIGNER OR OWNER'S REP. SHALL PREPARE PUNCHLIST OF ALL WORK REQUIRING CORRECTION. MAINTENANCE PERIOD TO BEGIN WHEN ALL PUNCHLIST ITEMS ARE CORRECTED.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPE AREA FOR 60 CALENDAR DAYS OR AS SPECIFIED BY CONTRACT. MAINTENANCE INCLUDES ADJUSTING WATER SCHEDULES, WEEDING, REMOVING DEBRIS FROM LANDSCAPE, RAKING, SPRAYING, FERTILIZING, TRIMMING, OR OTHER OPERATIONS ESSENTIAL FOR CARE, UPKEEP AND PROJECT APPEARANCE.

3. CONTRACTOR SHALL NOTIFY OWNER A MINIMUM OF ONE (1) WEEK PRIOR TO MAINTENANCE PERIOD END TO RESOLVE ANY OUTSTANDING ISSUES. A FINAL INSPECTION SHALL OCCUR TO REVIEW THE PROJECT AND ISSUE A FINAL ACCEPTANCE. (PROVIDE 7 DAYS NOTICE).

4. PLANTS NOT IN HEALTHY CONDITION THROUGHOUT THE WARRANTY PERIOD SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.

5. PROVIDE ONE YEAR(FROM ACCEPTANCE DATE) WARRANTY FOR THE IRRIGATION SYSTEM.

VEGA & VEGA ENGINEERING PLLC
2419 S. AVE. 2¼ E. STE#3 YUMA, AZ. 85364
928-329-0000 TEL
928-247-0232 FAX
VnV@vegavvega.com

4th. Ave. & Retention Basin
ORCHIDEA PARK
TOWNHOME SUBDIVISION

INSTRUCTIONS & NOTES

Notes:

Scale: N.T.S. | Date: APR 2024
Drawn: Staff | Job #: VnV23-600
Checked: Vna

Sheet
L1.6

City of San Luis

Development Services Department

Planning & Zoning · GIS · Building Safety · Code Enforcement

August 21, 2025

Vianey Vega
Vega & Vega Engineering, P.L.C.
2619 S Ave. 2½ E, Ste #3
Yuma, AZ 85364

Re: Subdivision Case No. 2024-0299F Orchidea Park Townhomes Subdivision Phase 1

City staff has reviewed the 4th Submittal final plat of Orchidea Park Townhome Subdivision Phase 1 and have the following comments:

Planning and Zoning Division

Paving and grading

1. Street section for 25th Avenue remove "Bicycle Lane", this half street will be a 2 way traffic street until adjacent phase develops.
2. County 24 ½ Street is designated as a minor arterial and require a 6' sidewalk, this will keep consistency with development to the north (Plaza Colibri and Southwest Arizona Industrial Subdivision Phase 2). Revise street section D/3 and DD/3 and plans as necessary.

Landscaping Plans

1. Sheet L1.1 Continue and provide landscaping outside of subdivision wall (wall not shown on this sheet) along 24th Avenue.

CCR's

1. Spelling error in document title sheet i:
   ➤ *"DECLARATON OF COVENANTS..."*
   Correct: "DECLARATION OF COVENANTS..."

City Engineer

1. The subdivision improvement plans seem to reference the City of Yuma 2019 construction standards. However, there seems to also reference some details from the City of Yuma 2009 constructions standards (ex. Std No. 3-060 in sheet 3). The City has the 2009 standards adopted. Suggest adding a general note to the plans stating which construction standards are used in lieu of revising all standard no's on all key notes.
2. Provide streetlights along County 24th Street from Avenue E to 24th Avenue.

Public Works Department

1. Provide basis of design for review for County 24th Street vertical alignment.

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

If you have any questions on these comments, please contact the Development Services Department at 928-341-8563 extension 2064.

Thank you,



Juan Tejeda
Associate Planner

WHEN RECORDED, MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

CONFORMED COPY
2025-02745 RESOLUTION
02/05/2025 11:34:06 AM Pages: 44 Fees: $15.00
Requested By:SAN LUIS CITY CLERK

David Lara County Recorder, YUMA County AZ



The above area is to be reserved for recording information.

****

CAPTION HEADING:

RESOLUTION

Resolution No. 2350
Authorizing and directing the entering into a Development Agreement between the City of San Luis, Arizona, with Von Verde Partners LLC, Somerton School District No. 11, and Yuma Union High School District No. 70 for the development of property located between Avenue E and D and between County 24th Street and County 24 ½ Street

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2350

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA, WITH VON VERDE PARTNERS LLC, SOMERTON SCHOOL DISTRICT NO. 11, AND YUMA UNION HIGH SCHOOL DISTRICT NO. 70 FOR THE DEVELOPMENT OF PROPERTY LOCATED BETWEEN AVENUE E AND D AND BETWEEN COUNTY 24TH STREET AND COUNTY 24 ½ STREET.

WHEREAS, Von Verde Partners, Somerton School District No. 11, and Yuma Union High School District No. 70; Owner, desires to enter into a development agreement for Orchidea Development project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. §9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

APPROVED:

Nieves G. Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit A

to

Resolution No. 2350

Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered into as of _____, 202__ ("**Effective Date**"), by and between the CITY OF SAN LUIS, an Arizona municipal corporation (hereinafter referred to as "**City**"), VON VERDE PARTNERS L.L.C., an Arizona limited liability company (hereinafter referred to as "**Developer**"), SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona (the "**Somerton School District**"), and YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona (the "**High School District**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

A. The property that is the subject of this Agreement is approximately 320 acres of vacant real property in the City of San Luis, Yuma County, which is legally described in **Exhibit A** attached hereto (the "**Property**"). The Property consists of the following site areas, as depicted in the Conceptual Parcel Map in **Exhibit B** (each a "Parcel" and collectively the "Parcels"):

i. Parcel 1
ii. Parcel 2
iii. Parcel A
iv. Parcel B
v. Parcel C
vi. Parcel D
vii. Parcel E
viii. Parcel F
ix. Parcel G
x. Parcel H
xi. Parcel I
xii. Parcel J

B. Developer is the owner of each Parcel that makes up the Property, except as follows: (i) the Somerton School District owns a portion of Parcel B consisting of approximately 8.68 acres, as legally described in **Exhibit C** (the "**Somerton School District Parcel**"); and (ii) the High School District owns all of Parcel D, as legally described in **Exhibit D** (the "**High School District Parcel**").

C. Developer desires to develop the Property it owns with a master-planned residential community (featuring a variety of residential product types, including single-family and multi-family) alongside supporting commercial development (the "**Project**"). The Somerton School District and High School District desire to develop and operate their respective schools and related school facilities within the Property.

D. The Parties desire to enter into this Agreement to accommodate the orderly development of the Property in multiple phases and to establish certain infrastructure obligations related to the development of each Phase (hereinafter defined) of the Project.

E. The City hereby acknowledges and agrees that significant benefits will accrue to the City from development of the Project by Developer, including, without limitation, development that results in orderly growth in the City, promotes additional economic development, and will increase housing choices and introduce new housing in the City.

F. The Parties hereto acknowledge that this Agreement constitutes a "**Development Agreement**" within the meaning of Arizona Revised Statutes ("A.R.S.") § 9-500.05, and that, in accordance therewith, it shall be recorded against the interest of City and Developer in the Property, in the Office of the Yuma County Recorder to give notice to all persons of its existence.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, the Parties agree as set forth below:

AGREEMENT

ARTICLE I
DEFINITIONS

In addition to any words or terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1 "**Agreement**" means this Development Agreement, together with all Exhibits referred to herein, all as may be amended from time to time in accordance with the terms and conditions hereof.

1.2 "**Approvals**" is defined in Section 4.4.

1.3 "**Conceptual Parcel Map**" is defined in Recital A and attached hereto as Exhibit B.

1.4 "**Conceptual Roadway Master Plan**" is attached hereto as Exhibit G.

1.5 "**Conceptual Sewer Master Plan**" is attached hereto as Exhibit E.

1.6 "**Conceptual Water Master Plan**" is attached hereto as Exhibit F.

1.7 "**Default**" is defined in Section 12.1.

1.8 "**Developer**" means Von Verde Partners L.L.C., an Arizona limited liability company.

1.9 "**Final Plat**" is defined in Section 5.2.

1.10 "**High School District**" means YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona

1.11 "**High School District Parcel**" is defined in Recital B.

1.12 "**Initial Lot Split**" is defined in Section 5.6.

1.13 "**Master Infrastructure Plans**" is defined in Section 5.3.

1.14 "**Master Preliminary Plat**" is defined in Section 5.1.

1.15 "**Master Roadway Infrastructure Plan**" is defined in Section 5.3.3.

1.16 "**Master Wastewater Infrastructure Plans**" is defined in Section 5.3.1.

1.17 "**Master Water Infrastructure Plan**" is defined in Section 5.3.2.

1.18 "**Offsite Infrastructure Improvements**" is defined in Section 5.3.4.

1.19 "**Offsites Phasing Plan**" is defined in Section 4.2.

1.20 "**Parcel**" is defined in Recital A.

1.21 "**Parcel 1**" is identified in the Conceptual Parcel Map in Exhibit B.

1.22 "**Parcel 1 Offsite Infrastructure Improvements**" is defined in Section 6.2.

1.23 "**Parcel 1 Roadway Improvements**" is defined in Section 6.2.3.

1.24 "**Parcel 1 Sewer Main Extension**" is defined in Section 6.2.1.

1.25 "**Parcel 1 Water Main Extension**" is defined in Section 6.2.2.

1.26 "**Parcel 2**" is identified in the Conceptual Parcel Map in Exhibit B.

1.27 "**Parcel 2 Offsite Infrastructure Improvements**" is defined in Section 6.3.

1.28 "**Parcel 2 Roadway Improvements**" is defined in Section 6.3.3.

1.29 "**Parcel 2 Sewer Main Extension**" is defined in Section 6.3.1.

1.30 "**Parcel 2 Water Main Extension**" is defined in Section 6.3.2.

1.31 "**Parcel A**" is identified in the Conceptual Parcel Map in Exhibit B.

1.32 "**Parcel B**" is identified in the Conceptual Parcel Map in Exhibit B.

1.33 "**Parcel C**" is identified in the Conceptual Parcel Map in Exhibit B.

1.34 "**Parcel D**" is identified in the Conceptual Parcel Map in Exhibit B.

1.35 "**Parcel E**" is identified in the Conceptual Parcel Map in Exhibit B.

1.36 "**Parcel E Offsite Infrastructure Improvements**" is defined in Section 6.4.

1.37 "**Parcel E Roadway Improvements**" is defined in Section 6.4.3.

1.38 "**Parcel E Sewer Main Extension**" is defined in Section 6.4.1.

1.39 "**Parcel E Water Main Extension**" is defined in Section 6.4.2.

1.40 "**Parcel F**" is identified in the Conceptual Parcel Map in Exhibit B.

1.41 "**Parcel G**" is identified in the Conceptual Parcel Map in Exhibit B.

1.42 "**Parcel H**" is identified in the Conceptual Parcel Map in Exhibit B.

1.43 "**Parcel I**" is identified in the Conceptual Parcel Map in Exhibit B.

1.44 "**Parcel J**" is identified in the Conceptual Parcel Map in Exhibit B.

1.45 "**Parcel Owner**" is defined in Section 4.3.

1.46 "**Phase**" is defined in Section 4.2.

1.47 "**Project**" is defined in Recital C.

1.48 "**Property**" is defined in Recital A and attached hereto as Exhibit A.

1.49 "**Replat**" is defined in Section 5.2.

1.50 "**Rezone Application**" is defined in Section 3.1.

1.51 "**Somerton School District**" means SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona.

1.52 "**School Exchange Agreement**" is defined in Section 11.2.

1.53 "**Somerton School District Parcel**" is defined in Recital B.

1.54 "**Termination Date**" is defined in Section 2.1.

1.55 "**Trunk Wastewater Infrastructure Improvements**" is defined in Section 7.1.

1.56 "**Trunk Water Infrastructure Improvements**" is defined in Section 8.1.

ARTICLE II
THE AGREEMENT

2.1 **Duration of Development Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on the date which is fifteen (15) years after the Effective Date (the "**Termination Date**"). No notice of such termination is or shall be required.

ARTICLE III
ZONING

3.1 Existing Zoning; Zoning Amendments. The Property is currently zoned R1-6 (Single Residence Zoning District – Medium Density), R-2 (Multiple Residence Zoning District – Medium-High Density Residential), R-3 (Multiple Residence Zoning District – High Density Residential) and C-2 (Community Commercial). Developer and any Parcel Owner, at any time, may submit a request to the City to rezone any portion of the Property to accommodate the development of the Property by Developer or a Parcel Owner (each, a "**Rezone Application**"). If a Rezone Application is submitted, the Developer or Parcel Owner who submitted the Rezone Application will prepare and provide to the City all necessary application materials needed for the City to process the Rezone Application and place the Rezone Application on a City Council agenda for decision, and the City shall use good faith efforts to place such Rezone Application on a City Council agenda. Any decision regarding such application shall be subject to the sole discretion of the City Council.

ARTICLE IV
PROJECT / DEVELOPMENT OF THE PROPERTY

4.1 Project Regulation of Development. The Property shall be developed in accordance with this Agreement and all applicable regulations and development requirements of the City, including provision of adequate financial assurances, in effect at the time of development for each Phase, except for the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City). In developing the Offsite Infrastructure Improvements adequate financial assurances shall be posted. Permitted uses on the Property shall be in accordance with the underlying zoning for the Property, subject to any subsequent rezoning or modified entitlements approved by the City for the Property. Notwithstanding the foregoing, nothing in this Agreement shall in any way affect the applicability or inapplicability of zoning regulations to public school uses under State law. Developer and Parties agree that public and charter schools are subject to building regulations. With respect to the Offsite Infrastructure Improvements only, this Agreement governs and controls over conflicting ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

4.2 Phasing. The Property shall be developed in multiple phases. Each Parcel identified on the Conceptual Parcel Map in **Exhibit B** constitutes a development "**Phase**." To accommodate the orderly construction of public infrastructure improvements (including wastewater, water, and roadway infrastructure improvements as set forth in this Agreement) needed to serve the entire Property upon full buildout, the Property shall be developed in the following sequence:

1.	Parcel 1 shall be developed prior to any other Phase.

2.	Following the construction completion of the Parcel 1 Offsite Infrastructure Improvements, the following Phases may be developed:	Parcel 2
3.	Following the construction of the Parcel 2 Offsite Infrastructure Improvements, the following Phases may be developed (in any order), except as provided in Section 4.2.1 below:	Parcel A Parcel B Parcel C Parcel E Parcel F
4.	Following the construction completion of the Parcel E Offsite Infrastructure Improvements, the following Phases may be developed (in any order), except as provided in Section 4.2.1 below:	Parcel D Parcel G Parcel H Parcel I Parcel J

In the event that Parcels are developed other than in accordance with the sequence set forth herein and Section 4.2.1 below, the City shall have the right to require such water, wastewater, roadway, or such other infrastructure improvement that it deems appropriate (in accordance with all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future) as a condition for any City approval for development of said Parcel. This may be a condition for approval of rezoning, conditional use permit, variance, lot split, subdivision plat, or building permit.

4.2.1 To ensure wastewater and water infrastructure is installed on adjacent Parcels as needed to facilitate a Parcel's wastewater/water branch line connections to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements within 24th Avenue, the following additional phasing requirements are imposed on the development of the Property:

(a) Parcel A: Parcel A shall not be developed until water line and wastewater improvements on Parcel B (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

(b) Parcel I: Parcel I shall not be developed until the water line and wastewater improvements on Parcel F and Parcel G (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

(c) Parcel J: Parcel J shall not be developed until the water line and wastewater improvements on Parcel G and Parcel H (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

4.2.2 Alongside the Master Preliminary Plat application (see Article V), Developer shall submit to the City, for the City's approval, a plan for sequential phasing of the Offsite Infrastructure Improvements (the "**Offsites Phasing Plan**").

4.3 **Conveyance of Phases; Other Parcel Owners**. The Parties recognize and agree that Developer may convey a Parcel to one or more subsequent property owners to develop such Parcel. Developer shall disclose this Agreement to any subsequent property owner. Any record owner of all or any portion of a Parcel shall be deemed a "**Parcel Owner**" under this Agreement and shall assume all rights and obligations under this Agreement as a Parcel Owner with respect to such Parcel acquired (for avoidance of doubt, a "Parcel Owner" includes Developer, the Somerton School District and the High School District with respect to such Parcel owned by such Party). Nothing in this Agreement shall prevent Developer, Somerton School District, or High School District from conveying one or more Parcels it owns to other subsequent owners. And neither Developer, Somerton School District, nor High School District shall be required to obtain the City's prior approval for the conveyance of a Parcel. Developer, High School District, Somerton School District, and Parcel Owners shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future, except as to the Offsite Infrastructure Improvements as set forth in this Agreement (and the Master Infrastructure Plan upon approval by the City). City may refuse to allow development on any Parcel if required improvements are not made in substance, manner or timing as set forth in this Development Agreement and other applicable ordinance, rules, regulations, standards, procedures and administrative policies of the City.

4.4 **Processing of Development Plans**. The City and Developer will cooperate in the processing of any permits, site plans, subdivision plats, or other development approvals (collectively, the "**Approvals**") required of or requested by Developer in connection with the development of each Phase of the Project.

ARTICLE V
PLATTING & MASTER SITE PLANNING

5.1 **Master Subdivision Plat**. Developer shall submit a preliminary subdivision plat application to the City identifying parcel/lot boundaries for each Parcel, consistent with the Conceptual Parcel Map (the "**Master Preliminary Plat**"). The Parties recognize and agree that the Master Preliminary Plat will require preliminary plat approval by the City's Planning Commission. The Master Infrastructure Plans (defined in Section 5.3 below) shall be submitted by Developer with the Master Preliminary Plat for the City's review and approval.

5.2 **Final Plat; Amendments/Replats**. Following the City's approval of the Master Preliminary Plat, the parcel/lot boundaries for the Property shall be established via one or more final plats (each a "**Final Plat**"). Each Final Plat may include one or more Parcels or a portion of a Parcel, as identified in the Conceptual Parcel Map and Master Preliminary Plat. Each Final Plat shall be subject to approval by the City Council and this Development Agreement shall in no way be interpreted to guarantee Final Plat approval if the Final Plat submission does not meet the City's policies and requirements for Final Plat approval. While the Conceptual Parcel Map and Master Preliminary Plat identify the intended configuration of each Parcel to accommodate the development of the Property, Developer and any Parcel Owner may modify the configuration of each Parcel or divide a Parcel into new parcels, lots, and/or tracts, through a new subdivision process which would include approval of a preliminary plat and final plat, or subsequent replat

(each a "**Replat**"); provided, however, the Parties acknowledge and agree that the Conceptual Parcel Map in this Agreement shall govern the identification of Parcels for purposes of this Agreement (by way of example, if a Final Plat is approved that splits Parcel G into two parcels, both parcels shall be considered Parcel G for purposes of this Agreement as shown in the Conceptual Parcel Map). Any plat or Replat shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing, or as may be amended or adopted in the future.

5.3 Master Plans. Developer shall prepare and submit to the City, for City's approval, certain master infrastructure plans alongside the Master Preliminary Plat application in accordance with this Section 5.3 (each a "**Master Infrastructure Plan**, and together, the "**Master Infrastructure Plans**"). All Master Plans submitted by Developer pursuant to the Article must be supported by an engineer's design report.

5.3.1 Master Wastewater Infrastructure Plan. Developer shall prepare and submit to the City, for City's approval, a master wastewater infrastructure plan identifying the trunk wastewater infrastructure improvements that will be needed to provide wastewater service for each Phase of the Project, which, upon approval by the City, shall constitute the "**Master Wastewater Infrastructure Plan**" under this Agreement. The Master Wastewater Infrastructure Plan shall be consistent with the Conceptual Sewer Master Plan in **Exhibit E**.

5.3.2 Master Water Infrastructure Plan. Developer shall prepare and submit to the City, for City's approval, a master water infrastructure plan identifying the trunk water infrastructure improvements that will be needed to provide water (both potable and non-potable) service for each Phase of the Project, which, upon approval by the City, shall constitute the "**Master Water Infrastructure Plan**" under this Agreement. The Master Water Infrastructure Plan shall be consistent with the Conceptual Water Master Plan in **Exhibit F**.

5.3.3 Master Roadway Infrastructure Plan. Developer shall prepare and submit to the City, for City's approval, a master roadway infrastructure plan identifying the roadway infrastructure improvements that will serve each Phase of the Project, which, upon approval by the City, shall constitute the "**Master Roadway Infrastructure Plan**" under this Agreement. The Master Roadway Infrastructure Plan must identify the provision of secondary access to each Parcel and identify how and when such access will be developed. City may refuse development on any Parcel that does not have both primary and secondary access. The Master Roadway Infrastructure Plan must not allow for "scalloped streets". The Master Roadway Infrastructure Plan shall be consistent with the Conceptual Roadway Master Plan in **Exhibit G**, provided that **Exhibit G** does not allow for "scalloped streets".

5.3.4 The wastewater infrastructure, water infrastructure, and roadway infrastructure improvements identified in the approved Master Infrastructure Plans shall constitute the "**Offsite Infrastructure Improvements**" for purposes of this Agreement. The Offsite Infrastructure Improvements identified in the approved Master Infrastructure Plans constitute the master (trunk) offsite improvements required to provide the development opportunity for the Property; however, such improvements are not reflective of all infrastructure improvements required for the development of each Parcel (including, but not limited to, future branch sewer and

water lines and streets within each Parcel). In addition to the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City reserves the right to require additional offsite improvements and/or dedications as required for the development of each Parcel in accordance with Arizona law, the City's ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing, or as may be amended or adopted in the future. In the City's discretion, all water and wastewater infrastructure shall be designed and built in a contiguous and operationally practical fashion. The water system shall be looped to reduce dead ends. These requirements shall apply to all Master Infrastructure Plans.

5.4 Right-of-Way Dedications. The Master Preliminary Plat shall identify the existing half-street right-of-way dedications and any additional right-of-way dedications to be made (and associated roadway improvements to be constructed) as part of the development of the Project for the following roadways within or adjacent to the Property: (i) Avenue D, (ii) 24th Avenue, (iii) County 24th Street, (iv) Avenue E, and (v) County 24 ½ Street. Any future development of the Property must not allow for "scalloped streets".

5.4.1 Existing Right-of-Way Dedications. The Parties recognize and agree that certain half-street right-of-way dedications for County 24th Street, Avenue E, 24th Avenue, Avenue D and County 24 ½ Street have already been made, as shown on the Conceptual Roadway Master Plan in Exhibit G. The City will require additional right-of-way dedications for certain Parcels as set forth in Article IX of this Agreement.

5.4.2 New Right-of-Way Dedications. The Parties recognize and agree that the new/additional right-of-way dedications for public roads shall be identified in the Master Preliminary Plat and shall be in accordance with Article VIV of this Agreement. For any new right-of-way dedications for County 24th Street, Avenue E, 24th Avenue, Avenue D and County 24 ½ Street that have not yet been dedicated to the City per Article IX herein, such dedications shall be made to the City within ninety (90) days from the Effective Date of this Agreement via a Final Plat, map of dedication or separate instrument to effectuate a right-of-way dedication as approved by the City.

5.5 Phasing of Improvements; Assurances. To accommodate the phased development of the Property, the construction of the subdivision improvements for the Property (including, but not limited to, the Offsite Infrastructure Improvements) will be constructed in phases, subject to the City's approval of the Offsites Phasing Plan. The Offsite Infrastructure Improvements identified in the approved Master Infrastructure Plans constitute the master (trunk) offsite improvements required to provide the development opportunity for the Property; however, such improvements are not reflective of all infrastructure improvements required for the development of each Parcel (including, but not limited to, future branch sewer and water lines and streets within each Parcel). For other offsite improvements not specifically set forth in this Agreement, the City reserves the right to require additional offsite improvements and/or dedications as required for the development of each Parcel in accordance with the City's ordinances, rules, regulations, standards, procedures, and administrative policies of the City, including provision for adequate financial assurances, now existing, or as may be amended or adopted in the future. Such additional offsite infrastructure improvements, right-of-way

dedications, or easement dedications shall be made either as a condition of rezoning, as a condition for the issuance of any building permit, as a condition for a variance, or as part of the approval of any Final Plat. Except for the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), any development of the Property or any Parcel shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future as existing at the time of development. In developing the Offsite Infrastructure Improvements adequate financial assurances shall be posted.

5.6 **Initial Lot Split for Parcel A, Parcel B, and Parcel C**. Prior to any Final Plat for a Parcel, Developer intends to submit a lot split application to the City to establish the parcel boundaries for Parcel A, Parcel B, and Parcel C (the "**Initial Lot Split**"). Alongside the submittal of the Initial Lot Split, Developer will apply to the City Council to approve a memorandum of understanding ("**MOU**"), which, if approved by the City Council, would allow for the Initial Lot Split to be processed and approved administratively by City staff without requiring a subdivision plat approved by the City Council. Infrastructure improvements and right-of-way dedications for Parcel A, Parcel B and Parcel C shall be made in accordance with this Agreement.

5.7 **Final Plat for Parcels D & E**. Developer (as the current Parcel Owner of Parcel E) and High School District (as the current Parcel Owner of Parcel D) acknowledge and agree that the Final Plat for Parcel E shall include Parcel D (the "**Parcel D&E Final Plat**"), so as to create legally established lot lines for Parcel D (the existing lot lines for Parcel D were created without approval of a lot split application by the City). High School District and Developer agree that City may require the construction of infrastructure improvements. The High School District shall cooperate with Developer in obtaining the City's approval of the Parcel D&E Final Plat. In so doing, the City may require complete compliance with the subdivision regulations of City. If the High School District is not ready to develop its Parcel D at the time Developer begins to prepare the Parcel D&E Final Plat for submission to the City, Developer and High School District may choose to identify Parcel D as a "future phase" on the Parcel D&E Final Plat. If Parcel D is identified as a "future phase", the City shall not require subdivision improvement plans for Parcel D in order to obtain the City's approval of the Parcel D&E Final Plat, provided the following conditions are met: (i) Parcel Owner of Parcel D has dedicated to the City the right-of-way dedications required by this Agreement, including the 40-foot half-street right-of-way dedications for the segment of 24th Avenue adjacent to Parcel D (so as to complete the 80-foot full-street dedication, it being understood that the 40-foot half-street right-of-way for 24th Avenue along Parcel E has already been dedicated) and for the segment of County 24 ½ Street adjacent to Parcel D (as set forth in Section 9.1.6 of this Agreement so as to complete the 80-foot full street), and (ii) at the time of development of Parcel D, the subdivision improvement plans for Parcel D shall be prepared by the Parcel Owner of Parcel D and shall be subject to approval by the City and the City's approval of such subdivision improvement plans shall be a condition to the City's issuance of any permits for the development of Parcel D.

5.8 **No School Zones or School Crossings Along Avenue E**. The Parties acknowledge and agree that development of any portion of the Property for any school, public or private, including charter schools, shall occur in such a manner that no school zones or school crossings will result along Avenue E.

5.9 **Special Taxing Districts**. Developer, Somerton School District and High School District will agree to the formation of a street lighting improvement district to pay for the costs to operate and maintain required streetlights required as a result of the development of the Property and any enhanced municipal district needed to provide required municipal services to the Property.

ARTICLE VI
MASTER OFFSITE INFRASTRUCTURE PHASING

6.1 **Offsite Infrastructure Phasing**. In recognition of the Project phasing, the City agrees that the Offsite Infrastructure Improvements may be constructed by Developer in phases, subject to approval by City of the Offsites Phasing Plan. In addition to the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City reserves the right to require additional offsite improvements and dedications in accordance with Arizona law, its ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and any rezoning, plat, lot split, variance, conditional use permit, or building permit may be so conditioned. Except for the right-of-way dedications for the public roadways as set forth in Article IX (which shall be dedicated within 90 days from the Effective Date of this Agreement), required infrastructure improvements shall be made at the time of the development of a Parcel and right-of-way dedications or easement dedications for a Parcel shall be made either at the time of rezoning, as a condition for the issuance of any building permit, or as part of the approval of any Final Plat, variance, or conditional use permit.

6.2 **Parcel 1 Offsite Improvements**. The Parcel Owner of Parcel 1 shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following Offsite Infrastructure Improvements (collectively, the "**Parcel 1 Offsite Infrastructure Improvements**"):

6.2.1 **Parcel 1 Sewer Main Extension**. The Parcel Owner of Parcel 1 shall construct the 15-inch sewer main extension within 24th Avenue from County 24th Street to the southern end of Parcel 1, as shown in the Conceptual Sewer Master Plan in **Exhibit E** (the "**Parcel 1 Sewer Main Extension**").

6.2.2 **Parcel 1 Water Main Extension**. The Parcel Owner of Parcel 1 shall construct the 10-inch water main extension within 24th Avenue from County 24th Street to the southern end of Parcel 1, as shown in the Conceptual Water Master Plan in **Exhibit F** (the "**Parcel 1 Water Main Extension**"). The Parcel Owner of Parcel 1 may, in the City's discretion, be required to construct such improvements to establish and maintain a looped system which may require a main extension within 25th Avenue.

6.2.3 **Parcel 1 Roadway Improvements**. The Parcel Owner of Parcel 1 shall construct the half-street roadway and utility improvements for the portions of County 24th Street and 24th Avenue adjacent to Parcel 1, as identified in the Conceptual Roadway Master Plan in **Exhibit G** (the "**Parcel 1 Roadway Improvements**").

6.2.4 Dedication. Upon completion, the Parcel 1 Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

6.3 Parcel 2 Offsite Improvements. The Parcel Owner of Parcel 2 shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following offsite infrastructure improvements (the "**Parcel 2 Offsite Infrastructure Improvements**"):

6.3.1 Parcel 2 Sewer Main Extension. The Parcel Owner of Parcel 2 shall construct the 15-inch sewer main extension within 24th Avenue from the Parcel 1 Sewer Main Extension to the southern end of Parcel 2, as shown in the Conceptual Sewer Master Plan in **Exhibit E** (the "**Parcel 2 Sewer Main Extension**").

6.3.2 Parcel 2 Water Main Extension. The Parcel Owner of Parcel 2 shall construct the 10-inch water main extension within 24th Avenue from the Parcel 1 Water Main Extension to the southern end of Parcel 2, as shown in the Conceptual Water Master Plan in **Exhibit F** (the "**Parcel 2 Water Main Extension**"). The Parcel Owner of Parcel 2 may, in the City's discretion, be required to construct such improvements to establish and maintain a looped system which may require a main extension within 25th Avenue.

6.3.3 Parcel 2 Roadway Improvements. The Parcel Owner of Parcel 2 shall construct the half-street roadway improvements for the portion of 24th Avenue adjacent to Parcel 2, as identified in the Conceptual Roadway Master Plan in **Exhibit G** (the "**Parcel 2 Roadway Improvements**").

6.3.4 Dedication. Upon completion, the Parcel 2 Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

6.3.5 Half-Streets Along Parcels A and B. The City, at its sole discretion, may require the Parcel Owner of Parcel 1 and/or 2 to construct the half-street roadway and utility improvements not yet constructed along Parcel A and Parcel B (per Sections 9.1.4 and 9.1.5 of this Agreement). If the City chooses to require Parcel 2 to construct such half-street roadway or utility improvements along Parcel A and/or Parcel B, then such improvements shall be part of the required Parcel 2 Offsite Infrastructure Improvements for purposes of this Agreement. Further, if the Parcel Owner of either Parcel 1 or Parcel 2 constructs such half-street right-of-way or utility improvements along Parcel A and/or Parcel B, then such Parcel Owner of Parcel 1 or Parcel 2 shall be entitled to, and the Parcel Owner(s) of Parcel A and B shall be required to provide, reimbursement from (i) the Owner of Parcel A an amount equal to one hundred percent (100%) of the total costs of the half-street roadway work adjacent to Parcel A, and (ii) from the Owner of Parcel B an amount equal to one hundred percent (100%) of the total costs of the half-street roadway or utility work adjacent to Parcel B. Reimbursement by the Parcel Owner(s) of Parcel A and B pursuant to this Section shall be provided to the Parcel Owner of Parcel 1 or Parcel 2, as

applicable, by the earlier of (i) the date the Parcel Owner(s) of Parcel A and Parcel B commence development of its respective Parcel, or (ii) the Termination Date. The Parties acknowledge and agree that, during the term of this Agreement, the City shall withhold issuance of a building permit for Parcel A and Parcel B until such reimbursement is provided. The reimbursement obligations in this Section shall expressly survive the termination of this Agreement and shall be a covenant and restriction that runs with, burdens and benefits Parcel A, Parcel B, Parcel 1 and Parcel 2 and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners; provided, however, following the termination of this Agreement, the City shall have no obligation whatsoever to enforce the reimbursement obligations in this Section (including, but not limited to, by withholding issuance of a building permit), it being understood by the Parties that, following termination of this Agreement, the reimbursement obligations in this Section shall be a private restriction enforceable by the Parcel Owners (not the City).

6.4 Parcel E Offsite Improvements. The Parcel Owner of Parcel E shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following offsite infrastructure improvements (the "**Parcel E Offsite Infrastructure Improvements**"):

6.4.1 Parcel E Sewer Main Extension. The Parcel Owner of Parcel E shall construct the 15-inch sewer main extension within 24th Avenue from the Parcel 2 Sewer Main Extension to the southern end of Parcel E, as shown in the Conceptual Sewer Master Plan in **Exhibit E** (the "**Parcel E Sewer Main Extension**").

6.4.2 Parcel E Water Main Extension. The Parcel Owner of Parcel E shall construct the 10-inch water main extension within 24th Avenue from the Parcel 2 Water Main Extension to the southern end of Parcel E, as shown in the Conceptual Water Master Plan in **Exhibit F** (the "**Parcel E Water Main Extension**"). The Parcel Owner of Parcel E may, in the City's discretion, be required to construct such improvements to establish and maintain a looped system, which may include a 10-inch water main along County 24 ½ Street to Avenue E.

6.4.3 Parcel E Roadway Improvements. The Parcel Owner of Parcel E shall construct the half-street roadway improvements for the portions of 24th Avenue and County 24 ½ Street adjacent to Parcel E, as identified in the Conceptual Roadway Master Plan in **Exhibit G** (the "**Parcel E Roadway Improvements**") and as additionally set forth in Section 6.4.5 below.

6.4.4 Dedication. Upon completion, the Parcel E Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

6.4.5 Half-Streets Along Parcel D. If, at the time of development of Parcel E, the half-street roadway improvements along Parcel D are not yet constructed (per Section 9.1.6 of this Agreement), the City, at its sole discretion, may require the Parcel Owner of Parcel E to construct such half-street roadway, water and wastewater utility improvements along Parcel D (within the right-of-way dedicated by the Parcel D&E Final Plat). If the City chooses to require Parcel E to construct the half-street roadway and utility improvements along Parcel D, then such

improvements shall be part of the required Parcel E Offsite Infrastructure Improvements for purposes of this Agreement. Further, if the Parcel Owner of Parcel E constructs such half-street right-of-way and utility improvements along Parcel D, then the Parcel Owner of Parcel E shall be entitled to, and the Parcel Owner of Parcel D shall be required to provide, reimbursement from the Parcel Owner of Parcel D an amount equal to one hundred percent (100%) of the total costs of such work. Reimbursement by the Parcel Owner of Parcel D pursuant to this Section shall be provided to the Parcel Owner of Parcel E by the earlier of (i) the date the Parcel Owner of Parcel D commences development of Parcel D, or (ii) the Termination Date. The Parties acknowledge and agree that the City shall withhold issuance of a building permit for Parcel D until such reimbursement is provided. The reimbursement obligation in this Section shall expressly survive the termination of this Development Agreement and shall be a covenant and restriction that runs with, burdens and benefits Parcel D and Parcel E and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners; provided, however, following the termination of this Agreement, the City shall have no obligation whatsoever to enforce the reimbursement obligations in this Section (including, but not limited to, by withholding issuance of a building permit), it being understood by the Parties that, following termination of this Agreement, the reimbursement obligations in this Section shall be a private restriction enforceable by the Parcel Owners (not the City).

6.5 Construction by Other Parcel Owners. Any Parcel Owner shall have the right to construct the Parcel 1 Offsite Infrastructure Improvements, Parcel 2 Offsite Infrastructure Improvements and/or the Parcel E Offsite Infrastructure Improvements by providing written notice to the Parties, provided the Parcel Owner responsible for constructing such offsite improvements has not commenced construction of the offsite improvements.

ARTICLE VII
WASTEWATER INFRASTRUCTURE

7.1 Trunk Improvements. The Parcel 1 Sewer Main Extension, Parcel 2 Sewer Main Extension, and Parcel E Sewer Main Extension constitute the trunk wastewater infrastructure improvements for the Project (the "**Trunk Wastewater Infrastructure Improvements**") and will serve the other Parcels. In addition to the Trunk Wastewater Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City expressly has the right to require additional wastewater infrastructure improvements for the development of any Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit.

With respect to all wastewater infrastructure required by this Article, all wastewater collection systems shall have stub outs adequately sized to serve other parcels within the service area.

7.2 Other Wastewater Improvements. Each Parcel Owner of a Parcel within the Property (other than Parcel 1, Parcel 2, and Parcel E) will construct its own wastewater improvements (i.e., branch lines) to the Trunk Wastewater Infrastructure Improvements. Such

improvements will conform to all City requirements and any approved Master Wastewater Infrastructure Plan.

7.3 **Dedication**. Upon completion, the wastewater infrastructure improvements installed with each Parcel will be dedicated to the City for ownership, operation, and maintenance, in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

7.4 **City Services**. Subject to the construction and dedication of the wastewater infrastructure improvements as may be required for each Parcel as set forth in this Agreement, the City agrees to provide wastewater service to each Parcel, subject to the ordinances, resolutions, rules, regulations, standards, procedures, and administrative policies of the City, as may exist at the time of development of said Parcel.

ARTICLE VIII
WATER INFRASTRUCTURE

8.1 **Trunk Improvements.** The Parcel 1 Water Main Extension, Parcel 2 Water Main Extension, and Parcel E Water Main Extension constitute the trunk wastewater infrastructure improvements for the Project (the "**Trunk Water Infrastructure Improvements**") and will serve the other Parcels. In addition to the Trunk Water Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City expressly has the right to require additional water infrastructure improvements for the development of any Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit. Water line improvements will be constructed such as to provide looped systems and avoid dead end lines as much as possible.

8.2 **Other Water Improvements**. Each Parcel Owner of a Parcel within the Property (other than Parcel 1, Parcel 2, and Parcel E) will construct its own water line improvements (i.e., branch lines) to the Trunk Waster Infrastructure Improvements. Such improvements will conform to all City requirements and any approved Master Waster Infrastructure Plan, and shall result in a looped system.

8.3 **Dedication**. Upon completion, the water infrastructure improvements installed with each Parcel will be dedicated to the City for ownership, operation, and maintenance, in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

8.4 **City Services**. Subject to the construction and dedication of the water infrastructure improvements required for each Parcel as set forth in this Agreement, the City agrees to provide water service to each Parcel, subject to the ordinances, resolutions, rules, regulations, standards, procedures, and administrative policies of the City, as may exist at the time of development of said Parcel. City maintenance will only be in the public right of way.

ARTICLE IX

ROADWAY INFRASTRUCTURE

9.1 Right-of-Way Dedications; Roadway Improvements. The following right-of-way dedications and roadway improvements for section line and mid-section line streets shall be required to be dedicated and constructed alongside each Parcel. In addition to the right-of-way dedications and roadway improvements for section line and mid-section line streets (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans), the City expressly has the right to require additional right of way dedications and roadway improvements for other streets within each Parcel for the development of such Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit. In addition, with respect to the right-of-way dedications and roadway improvements for section line and mid-section line streets as set forth in this Agreement and the Master Infrastructure Plans, the City reserves the right to require additional right-of-way from a Parcel as a condition to development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis.

9.1.1 Parcel 1. The Parcel Owner of Parcel 1 shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street adjacent to Parcel 1 (and to Avenue E if requested by the City per Section 6.3.5) and the 40-foot half-street segment of 24th Avenue adjacent to Parcel 1 (defined earlier in this Agreement as the Parcel 1 Roadway Improvements), as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.2 Parcel 2. The Parcel Owner of Parcel 2 shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue adjacent to Parcel 2 (defined earlier in this Agreement as the Parcel 2 Roadway Improvements), as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.3 Parcel E. The Parcel Owner of Parcel E shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel E (defined earlier in this Agreement as the Parcel E Roadway Improvements above), as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.4 Parcel A. The Parcel Owner of Parcel A shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 75-foot half-street segment of Avenue E adjacent to Parcel A, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.5 Parcel B. The Parcel Owner of Parcel B shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 40-foot half-street segment of 24th Avenue adjacent to Parcel B, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.6 Parcel D. The Parcel Owner of Parcel D shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel D, as identified in the Conceptual Roadway Master Plan in **Exhibit G** and 75-foot half street segment of Avenue E adjacent to Parcel D, as identified in the Conceptual Roadway Master Plan in Exhibit G

9.1.7 Parcel F. The Parcel Owner of Parcel F shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street adjacent to Parcel F, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.8 Parcel H. The Parcel Owner of Parcel H shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of County 24 ½ Street adjacent to Parcel H, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.9 Parcel I. The Parcel Owner of Parcel I shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 40-foot half-street segment of Avenue D adjacent to Parcel I, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.10 Parcel J. The Parcel Owner of Parcel J shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of Avenue D and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel J, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.11 Additional Right-of-Way at Roadway Intersections. The Parties recognize and agree that additional right-of-way shall be dedicated at the following roadway intersections to provide for adequate site visibility triangles in accordance with the City's standards for site visibility triangles at roadway intersections: (i) southeast corner of intersection of Avenue E and County 24th Street (to be dedicated by Parcel A); (ii) southwest corner of intersection of 24th Avenue and County 24th Street (to be dedicated by Parcel B); (iii) southeast corner of intersection of 24th Avenue and County 24th Street (to be dedicated by Parcel 1); (iv) southwest corner of intersection of Avenue D and County 24th Street (to be dedicated by Parcel I); (v) northwest corner of intersection of Avenue D and County 24 ½ Street (to be dedicated by Parcel J); (vi) northeast corner of intersection of 24th Avenue and County 24 ½ Street (to be dedicated by Parcel E); (vii) northwest corner of intersection of 24th Avenue and County 24 ½ Street (to be dedicated by Parcel D); (viii) northeast corner of intersection of Avenue E and County 24 1/2th Street (to be dedicated by Parcel D).

9.1.12 Additional Roadways. The right-of-way dedications and roadway improvements for section line streets and mid-section line streets are established by this Agreement (and the Master Infrastructure Plans upon approval by the City). The City expressly has the right to require additional right of way dedications and roadway improvements for other streets within each Parcel for the development of such Parcel or other Parcels within the Property in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or

issuance of any building permit. In addition, with respect to the right-of-way dedications and roadway improvements for section line and mid-section line streets as set forth in this Agreement and the Master Infrastructure Plans, the City reserves the right to require additional right-of-way from a Parcel as a condition to development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis.

9.1.13 Timing. All right-of-way dedications as set forth in this Article IX shall be dedicated to the City (to the extent not already dedicated) within ninety (90) days from the Effective Date of this Agreement via a Final Plat, map of dedication or separate instrument to effectuate a right-of-way dedication as approved by the City (except for additional right-of-way to be dedicated pursuant to Section 9.1.15, which shall be dedicated prior to development of a Parcel). The physical roadway improvements for each Parcel shall be part of the subdivision improvements associated with a Parcel and shall be constructed as a condition to the City's approval of a subdivision plat or issuance of a building permit to develop vertical improvements on such Parcel. In the event of development without further platting of a Parcel, infrastructure improvements including roadway, sidewalks, water, wastewater, and street lighting shall be required as a condition of the issuance of a building permit.

9.1.14 Avenue D. City has informed Developer that, as of the date of this Agreement, the City's roadway width standard for the segment of Avenue D adjacent to Parcel I and Parcel J is 110 feet for the full street and, to meet this roadway width standard, the City would ordinarily require a 55-foot half-street dedication along Parcel I and Parcel J. Nonetheless, because the City does not anticipate Avenue D will extend north to Arizona State Route 195 in the future, and because the City's full-street roadway width standard for the segment of Avenue D north of County 24th Street is only 80 feet, the City hereby agrees (subject to this Section 9.1.13) to modify its full-street roadway width standard for Avenue D to 100 feet and further agrees to accept the existing 40-foot half-street dedication along Parcel I and Parcel J (without requiring an additional 15-foot half-street dedication), on the following conditions: (i) Developer, as the owner of the approximately 320 acres located on the east side of Avenue D at the southeast corner of County 24th Street and Avenue D and addressed as 10602 S. Camino Del Sol, Yuma, Arizona 85367 (the "**Section 13 North Half Property**"), agrees that a 60-foot half-street right-of-way dedication will be required by the City for the east half of Avenue D adjacent to the Section 13 North Half Property as a condition to the development of the Section 13 North Half Property (such dedication shall be made either as a condition of rezoning, as a condition for the issuance of any building permit, the granting of a variance or conditional use permit, or as part of the approval of a final plat for the Section 13 North Half Property); and (ii) the roadway improvements for Parcel I at the intersection of Avenue D and County 24th Street (including, but not limited to, paving and striping improvements) shall be improved in accordance with a design approved by the City to provide an appropriate transition to the narrower 80-foot full-street segment of Avenue D that is anticipated north of County 24th Street. The Parties recognize and agree that the City is agreeing to modify the full-street roadway width standard for Avenue D from 110 feet to 100 feet because City engineering staff believes the roadway improvements necessary to meet the City's half-street standards for an arterial street (which includes two (2) lanes, sidewalk, street lights and related improvements) may be accomplished inside the existing 40-foot half-street dedication along Parcel I and Parcel J. As such, in the event the 60-foot dedication for the Section 13 North Half Property has not yet been made and, further, if the City determines in its sole discretion that the standards

for an arterial half-street cannot be accommodated within the existing 40-foot half-street dedication along Parcel I and Parcel J, then Parcel I and Parcel J shall be required to dedicate the additional right-of-way to accommodate such half-street improvements. The owner or owners those portions of Section 13 need for the aforedescribed 60-foot dedication shall take such actions as may be needed or necessary so that a roadway, utility, or other public improvements may be constructed including securing proper approvals from the United States of America.

9.1.15 Deceleration Lanes; Right-Turn Pockets. Notwithstanding anything to the contrary in this Agreement, the City reserves the right to require additional right-of-way from a Parcel as a condition to the development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis. Any additional right-of-way dedications required pursuant to this Section 9.1.15 shall be made prior to the development of such Parcel and as a condition to the development of such Parcel.

ARTICLE X
REIMBURSEMENT FOR INFRASTRUCTURE IMPROVEMENTS

10.1 Reimbursement. The Parties recognize and agree that the Trunk Wastewater Improvements and Trunk Water Improvements will be upsized to serve other Parcels within the Property and, therefore, will provide the development opportunity to the other Parcels within the Property. As such, Developer intends to apply to the City for a payback agreement with the City for the Trunk Wastewater Improvements and Trunk Water Improvements in accordance with City ordinances, which, if approved by the City, would result in the City collecting monies from Parcel Owners (and potentially other property owners outside the Property) seeking to connect to the Trunk Wastewater Improvements and Trunk Water Improvements and remitting an amount to the Parcel Owner(s) who installed such improvements in accordance with the terms of the payback agreement (the "**Payback Agreement**"). The approval of the Payback Agreement is at the discretion of the City. As such, Developer, Somerton School District and High School District also desire to establish private covenants for the reimbursement of the Trunk Wastewater Improvements and Trunk Water Improvements in the event a Payback Agreement is not entered into with the City (either because a Payback Agreement is not applied for or because the City does not approve a Payback Agreement). In the event a Payback Agreement with the City is not approved by the City (regardless whether a Payback Agreement has been applied for) at the time a Parcel Owner connects to the Trunk Wastewater Improvements or Trunk Water Improvements, the private reimbursement obligations in Section 10.1.1 shall apply.

10.1.1 Each Parcel Owner that taps into the Trunk Wastewater Improvements or Trunk Water Improvements, shall be required to provide reimbursement to the Parcel Owner(s) that installed such improvements by paying a connection fee ("**Connection Fee**") to the Parcel Owner(s) that installed such improvements. Each Parcel Owner that connects to the following trunk infrastructure improvements shall be required to provide a Connection Fee to the Parcel Owner(s) who installed such improvement in an amount equal to its pro rata share (calculated based on gross acreage of the Parcels) of the total costs of constructing the following trunk infrastructure improvements: Parcel 1 Sewer Main Extension, Parcel 1 Water Main Extension, Parcel 2 Sewer Main Extension, Parcel 2 Water Main Extension, Parcel E Sewer Main Extension, Parcel E Water Main Extension. For purposes of determining the amount of the Connection Fee,

the "total costs" of constructing the trunk infrastructure improvements shall include the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install the trunk infrastructure improvements. A Parcel Owner who installed any portion of the trunk infrastructure improvements shall provide written request for reimbursement (a "**Reimbursement Request**") to a Parcel Owner who has connected to the trunk infrastructure improvements that the requesting Parcel Owner installed. The Reimbursement Request shall include proof of payment and copies of all invoices (including from contractors and/or subcontractors who performed the work) demonstrating the total costs; and a Parcel Owner shall provide payment to the requesting Parcel Owner within 60 days of receiving the Reimbursement Request. The reimbursement obligations set forth in this Section 10.1.1 shall be private obligations enforceable by each Parcel Owner. The Parties recognize and agree that the City shall have no responsibility whatsoever for enforcing any such obligations. The obligation of a Parcel Owner to reimburse another Parcel Owner that installed the trunk water infrastructure improvements per this Section 10.1.1 shall be a private restriction that runs with, burdens and benefits the Parcels and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners.

10.1.2 For any additional offsite improvements required by the City (other than the Offsite Infrastructure Improvements established by this Agreement and the Master Infrastructure Plans upon approval by the City), a Parcel Owner responsible for constructing such additional offsite improvements shall be entitled to apply for a payback agreement with the City in accordance with City ordinances.

ARTICLE XI
SOMERTON SCHOOL DISTRICT EXCHANGE

11.1 **Somerton School Parcel**. The Somerton School District is a Party to this Agreement as the current owner of the Somerton School District Parcel (which is a portion of Parcel B) so that all of Parcel B is made subject to this Agreement and all subsequent record owners of Parcel B will have the rights and obligations as a Parcel Owner with respect to Parcel B.

11.2 **Exchange**. Following the Effective Date of this Agreement, Developer intends to enter into an agreement with the Somerton School District (the "**School Exchange Agreement**") for the exchange of the Somerton School District Parcel and Parcel C (Developer will convey Parcel C to the Somerton School District and the Somerton School District will convey the Somerton School District Parcel to Developer). For avoidance of doubt, upon the exchange of Parcel C and the Somerton School District Parcel, the Somerton School District shall be a Parcel Owner as to Parcel C and shall have all rights and obligations of a Parcel Owner under this Development Agreement with respect to Parcel C.

ARTICLE XII
DEFAULT; TERMINATION

12.1 Remedies; Effect of Termination. It shall be a default under this Agreement (a "**Default**") if any Party fails to perform any of its obligations under this Agreement, and such failure continues for a period of thirty (30) days after written notice from the non-defaulting Party specifying in reasonable detail the nature of such failure.

12.2 Parcel Owner's Remedies. If City is in Default under this Agreement (beyond any applicable cure period) and the Parties are unable to resolve City's Default, Developer and other Parcel Owners shall not have the right to terminate this Agreement, but shall have the right to pursue all other legal and equitable remedies which such Developer or Parcel Owner may have at law or in equity, including, without limitation, the right to seek specific performance requiring the City to fully and timely perform its obligations under this Agreement, the right to seek and obtain damages, and the right to self-help; provided the City shall in no event be liable for punitive, incidental or consequential damages.

12.3 City's Remedies. If a Parcel Owner is in Default under this Agreement (beyond any applicable notice and cure period) and the Parties are unable to resolve the Parcel Owner's Default, City shall have the right to pursue any rights or remedies at law or in equity including the rights and remedies provided hereunder; provided that a Parcel Owner shall in no event be liable for punitive, incidental or consequential damages. If Developer is in Default under this Agreement (beyond any applicable notice and cure period) and the Parties are unable to resolve the Developer's Default, then in addition to the remedies in the preceding sentence, City shall have the additional right to terminate this Agreement upon written notice to the Parties.

12.4 Effect of Event of Termination. Upon the termination of this Agreement, this Agreement shall become null and void and no Party shall have any further rights or obligations hereunder except those obligations which expressly survive termination.

ARTICLE XIII
REPRESENTATIONS

13.1 City Representations. City represents, warrants and covenants to the Parties as follows:

(a) The individuals executing this Agreement on behalf of City are authorized and empowered to bind City.

(b) City has the full right, power and authorization to enter into and perform its obligations under this Agreement and each of City's obligations and undertakings hereunder, and City's execution, delivery and performance of this Agreement have been duly authorized in compliance with the requirements of Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by City have been obtained, and no further action needs to be taken by City in connection with such execution, delivery and performance.

(d) Each undertaking of City contained in this Agreement constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, whether considered at law or in equity..

13.2 Developer Representations. Developer represents, warrants and covenants to the Parties as follows:

(a) Developer is duly formed and validly existing under Arizona law, is registered to do business in Arizona, and the individual(s) executing this Agreement on behalf of Developer is authorized and empowered to bind Developer.

(b) Developer has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by Developer have been obtained, and no further action needs to be taken by Developer in connection with such execution, delivery and performance.

13.3 Somerton School District's Representations. Somerton School District represents, warrants and covenants to the Parties as follows:

(a) The individual(s) executive this Agreement on behalf of the Somerton School District is authorized and empowered to bind the Somerton School District.

(b) Somerton School District has the full right, power and authorization to enter into and perform this Agreement and its respective obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by Somerton School District has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by Somerton School District have been obtained, and no further action needs to be taken by Somerton School District in connection with such execution, delivery and performance.

13.4 High School District's Representations. High School District represents, warrants and covenants to the Parties as follows:

(a) The individual(s) executive this Agreement on behalf of the High School District is authorized and empowered to bind the High School District.

(b) High School District has the full right, power and authorization to enter into and perform this Agreement and its respective obligations and undertakings under this Agreement,

and the execution, delivery and performance of this Agreement by High School District has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by High School District have been obtained, and no further action needs to be taken by High School District in connection with such execution, delivery and performance.

ARTICLE XIV
GENERAL PROVISIONS; NOTICES

14.1 No Personal Liability. No member, official or employee of City shall be personally liable to the Parties, or any successor or assignee, (a) in the event of any Default or breach by City, (b) for any amount which may become due to the Parties or its successor or assign, or (c) pursuant to any obligation of City under the terms of this Agreement. No member, shareholder, director, partner, manager, officer or employee of the Parties shall be personally liable to City, or any successor or assignee, (a) in the event of any Default or breach by the Parties, (b) for any amount which may become due to City or its successor or assign, or (c) pursuant to any obligation of the Parties under the terms of this Agreement.

14.2 Liability and Indemnification. The Parties shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents from any and all third party claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind (collectively, "Claims"), and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, "Costs") to the extent arising, directly or indirectly, in whole or in part, out of the execution and performance of this Agreement by a Party, except to the extent resulting from the negligence or willful misconduct of City or any of it employees, contractors, or agents.

14.3 Notices. All Notices which shall or may be given pursuant to this Agreement shall be in writing and transmitted by either (i) registered or certified U.S. mail, return receipt requested, or (ii) a nationally recognized express mail courier service, addressed as follows:

To Developer:
Von Verde Partners
10602 S. Camino Del Sol
Yuma, AZ 85367
Attn: Elizabeth Carpenter
(928) 503-0110

With copies to:
David J. Loo
570 Lexington Avenue
New York, NY 10022
(917) 951-6908

Snell & Wilmer
One E. Washington Street

Phoenix, Arizona 85004
Attn: Michael Maerowitz
(602) 382-6494

To the City:

City Manager
City Hall
1090 East Union Street (Physical)
P.O. Box 1170
San Luis, Arizona 85349

To Somerton School District:

Somerton School District No. 11
P.O. Box 3200
Somerton, AZ 85350
Attn: Omar Duron, Superintendent
(928) 341-6000

To High School District:

Yuma Union High School
3150 South Avenue A – Suite A
Yuma, AZ 85364-7998
Attn: Tim Brienza, Superintendent
(928) 502-4605

A Party may designate any other address for this purpose by written notice to the other Parties in the manner described herein. The facsimile numbers and email addresses set forth in this **Section 14.3** are for convenience in providing a duplicate notice and shall not be considered effective for purposes of providing the notices required or permitted pursuant to this Agreement.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Yuma County, Arizona. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

14.5 Successors and Assigns. This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of Developer and any Parcel Owner. the Parties hereto, including, without limitation, future City Councils. For avoidance of doubt, this Agreement and all the obligations herein bind the City (including, without limitation, future City Councils) and no future City Councils of the City may revoke or repeal the ordinance approving this Agreement in whole or in part without the mutual consent of the Parties. The Parties recognize and agree that Developer, Somerton School District and High School District may convey portions of the Property to other owners who may develop a portion or all of one or more Parcels. Nothing in this Agreement shall

prevent a Party from conveying any portion of the Property, and the City's prior consent shall not be required to convey, all or a portion of the Property to one or more subsequent property owners. Each subsequent owner of any portion of the Property shall be a Parcel Owner under this Agreement and shall have all rights and obligations of a Parcel Owner as to the Parcel (or portion) acquired by such Parcel Owner. Developer's rights and obligations under this Agreement may be assigned by Developer (in whole or in part), subject to City's prior written consent, to one or more entities owned or controlled by or under common control with Developer. Except as provided in this **Section 14.5**, the rights and obligations of Developer under this Agreement (in whole or in part) may not otherwise be assigned, conveyed or otherwise transferred to any person or entity without City's prior written consent, which consent may not be unreasonably withheld. An assignment of any other Parcel Owner's (other than Developer's) rights and obligations under this Agreement shall be prohibited, unless mutually agreed in writing by the Parties.

14.6 Waiver. No waiver by a Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.7 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

14.8 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

14.9 Recitals and Exhibits. The Recitals set forth in the preamble of this Agreement and all exhibits attached hereto are incorporated into this Agreement by this reference as though fully set forth herein.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

14.11 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Yuma County, Arizona, within ten (10) days after its execution by the Parties.

14.12 Consents and Approvals. The Parties shall at all times act reasonably with respects to any and all matters which require such Party to review, consent or approve any act or matter hereunder, and shall promptly execute any documents necessary to evidence such review, consent or approval.

14.13 Estoppel Certificate; Financing. Each Party shall at any time and from time to time upon not less than ten (10) days' prior written notice from another Party execute, acknowledge and deliver to the requesting Party or its lender, or any other third party, a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to the Party's knowledge, any uncured Defaults on the part of the requesting Party hereunder, or specifying such Defaults if they are claimed. Any such statement may be relied upon by any existing or prospective lender, title insurer, assignee, or other third party. Each Party, further, agrees to provide such other reasonable assurances as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only a portion of the Project or Property.

14.14 Manager's Power to Consent. City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Parties and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of a Party requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law, including, without limitation, any amendments or modification of this Agreement other than changes expressly contemplated in this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested to by the City Clerk, and Developer and School District have executed the same on or as of the day and year first above written.

"CITY"

CITY OF SAN LUIS,
an Arizona municipal corporation

By _____
Nieves Riedel, Mayor

ATTEST:

_____
City Clerk, Sonia Cornelio

STATE OF ARIZONA)
) ss
COUNTY OF YUMA)

On this 23rd day of January, 2025 before me, the undersigned officer, personally appeared Nieves Ridel, who acknowledged herself to be Mayor of the CITY OF SAN LUIS, an Arizona municipal corporation, whom I know personally and she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTA RY SEAL

Melissa Lopez
Notary Public - Arizona
Yuma County
Commission Number 625296
My Comm. Exp. 5/10/2026

_____
Notary Public

My commission expires:

5/10/2026

"DEVELOPER"

VON VERDE PARTNERS L.L.C.,
an Arizona limited liability company

By: _____
Name: David J. Lee
Title: Authorized Signatory

STATE OF New York)
) ss.
COUNTY OF New York)

On this 9 day of January, 2025 before me, the undersigned officer, personally appeared David J. Lee who acknowledged him/herself to be the Authorized Signatory of VON VERDE PARTNERS L.L.C., an Arizona limited liability company, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

NOTARY SEAL:

CYNTHIA N. RODRIGUEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO0021276
Qualified in Bronx County
Commission Expires February 20, 2028

My commission expires:

_____

"SOMERTON SCHOOL DISTRICT"

SOMERTON SCHOOL DISTRICT NO. 11,
a political subdivision of the State of Arizona

By: _____
Name: Omar Duron
Title: Superintendent

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

On this 23rd day of January, 2025 before me, the undersigned officer, personally appeared Omar Duron who acknowledged him/herself to be the Authorized Signatory of SOMERTON SCHOOL DISTIRCT NO. 11., a political subdivision of the State of Arizona, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

NOTARY SEAL:

MARY CHAVIRA
Notary Public - Arizona
Yuma County
Commission # 646243
My Comm. Expires Mar 6, 2027

My commission expires:
March 6, 2027

"HIGH SCHOOL DISTRICT"

YUMA UNION HIGH SCHOOL DISTRICT NO. 70,
a political subdivision of the State of Arizona,

By: Dianne Cordery
Name: Dianne Cordery
Title: Associate Superintendent

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

On this 9 day of Jan, 2025 before me, the undersigned officer, personally appeared before me who acknowledged him/herself to be the Dianne Cordery of YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Isabel Sinclair
Notary Public

NOTARY SEAL:

ISABEL SINCLAIR
Notary Public - State of Arizona
YUMA COUNTY
Commission #600308
Expires March 7, 2025

My commission expires:

March 7, 2025

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

Kay Marion Macuil **Date:** February 4, 2025

Kay Marion Macuil
San Luis City Attorney

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Somerton School District No. 11 under the laws of Arizona.

mcfowler **Date:** 1/31/25

Signature

mary Colleen Fowler

Print Name

Attorney - Gust Rosenfeld PLC

Title

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Yuma Union School District No. 70 under the laws of Arizona.

_____ **Date:** _____

Signature

_____

Print Name

_____

Title

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

_____ **Date:** _____

Kay Marion Macuil
San Luis City Attorney

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Somerton School District No. 11 under the laws of Arizona.

_____ **Date:** _____

Signature

_____

Print Name

_____

Title

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Yuma Union School District No. 70 under the laws of Arizona.

 **Date:** 12/19/2024

Signature

C. Benson Hufford

Print Name

Attorney/Partner

Title

LIST OF EXHIBITS

Exhibit A	-	Legal Description of Property
Exhibit B	-	Conceptual Parcel Map
Exhibit C	-	Somerton School District Parcel
Exhibit D	-	High School District Parcel
Exhibit E	-	Conceptual Sewer Master Plan
Exhibit F	-	Conceptual Water Master Plan
Exhibit G	-	Conceptual Roadway Master Plan

Exhibit "A"

Legal Description of Property

The North Half (N½) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

Exhibit "B"
Conceptual Parcel Map

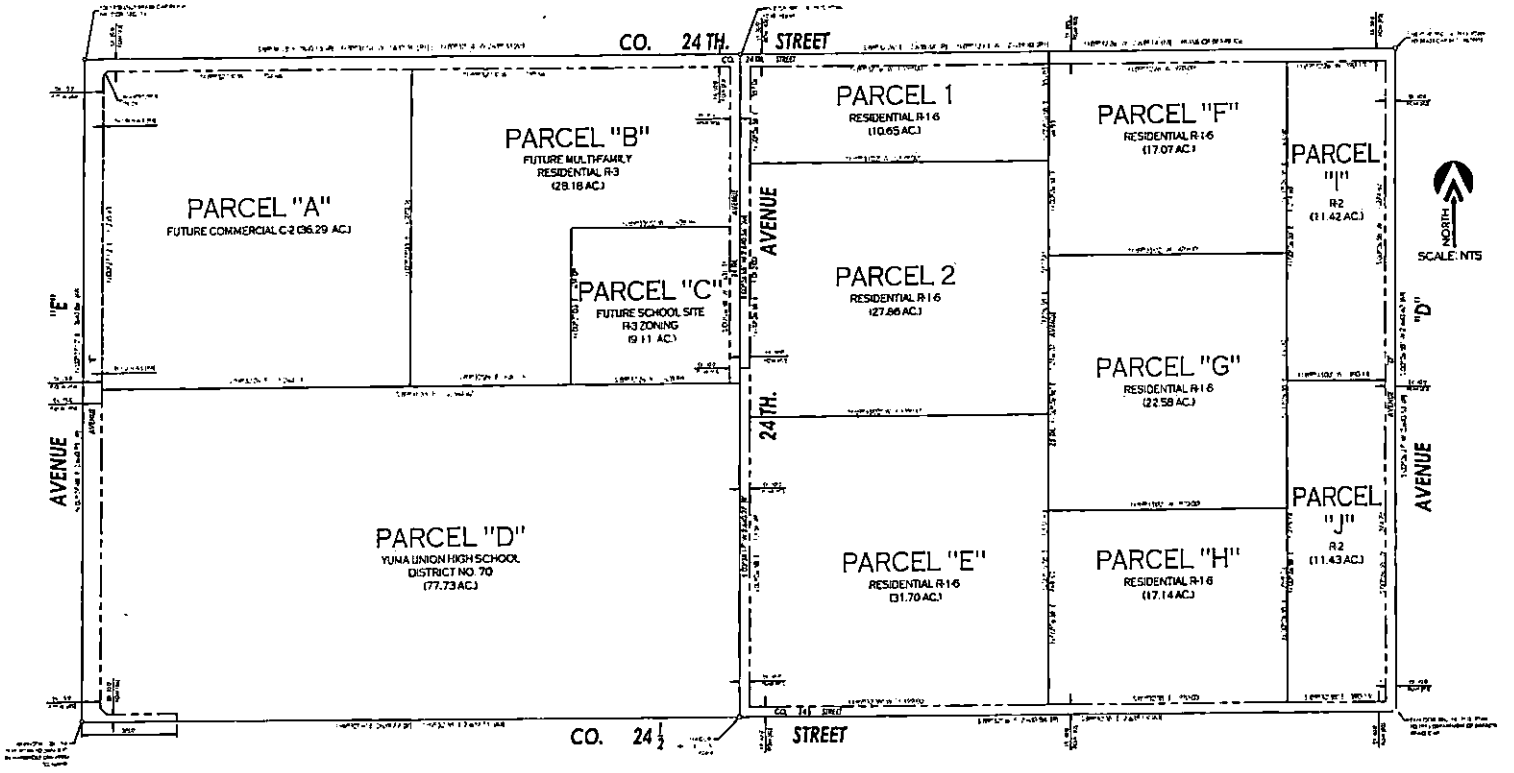


Exhibit "C"

Somerton School District Parcel

The Northeast (NE¼) of The Northeast (NE¼) of The Northwest (NW¼) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona. Subject to all Existing Right of Ways of Record.

Exhibit "D"

High School District Parcel

The South Half (S½) of The Northwest (NW¼) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona. Subject to all Existing Right of Ways of Record.

Exhibit "E"
Conceptual Sewer Master Plan

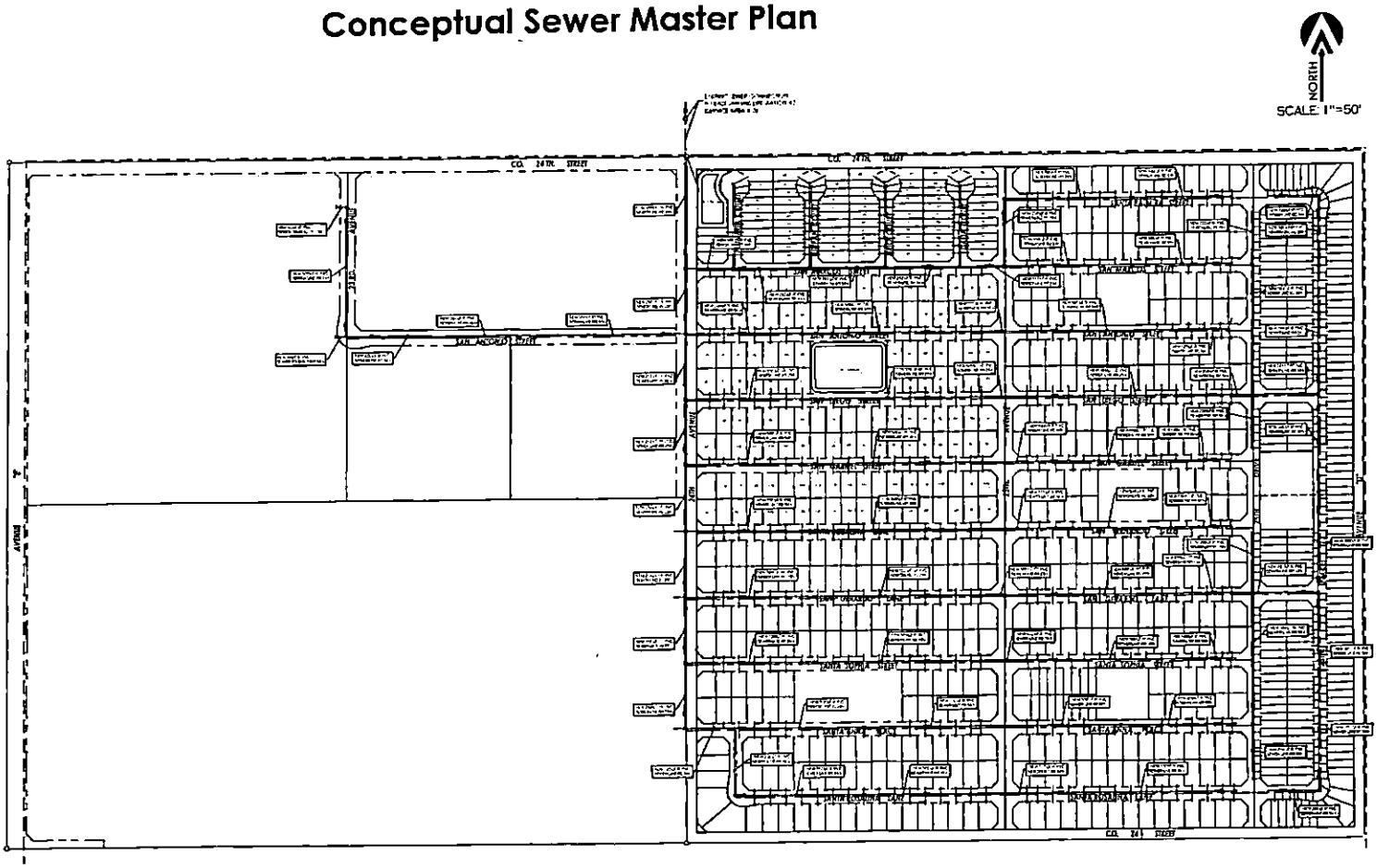


Exhibit "F"
Conceptual Water Master Plan

NORTH

SCALE: 1"=50'

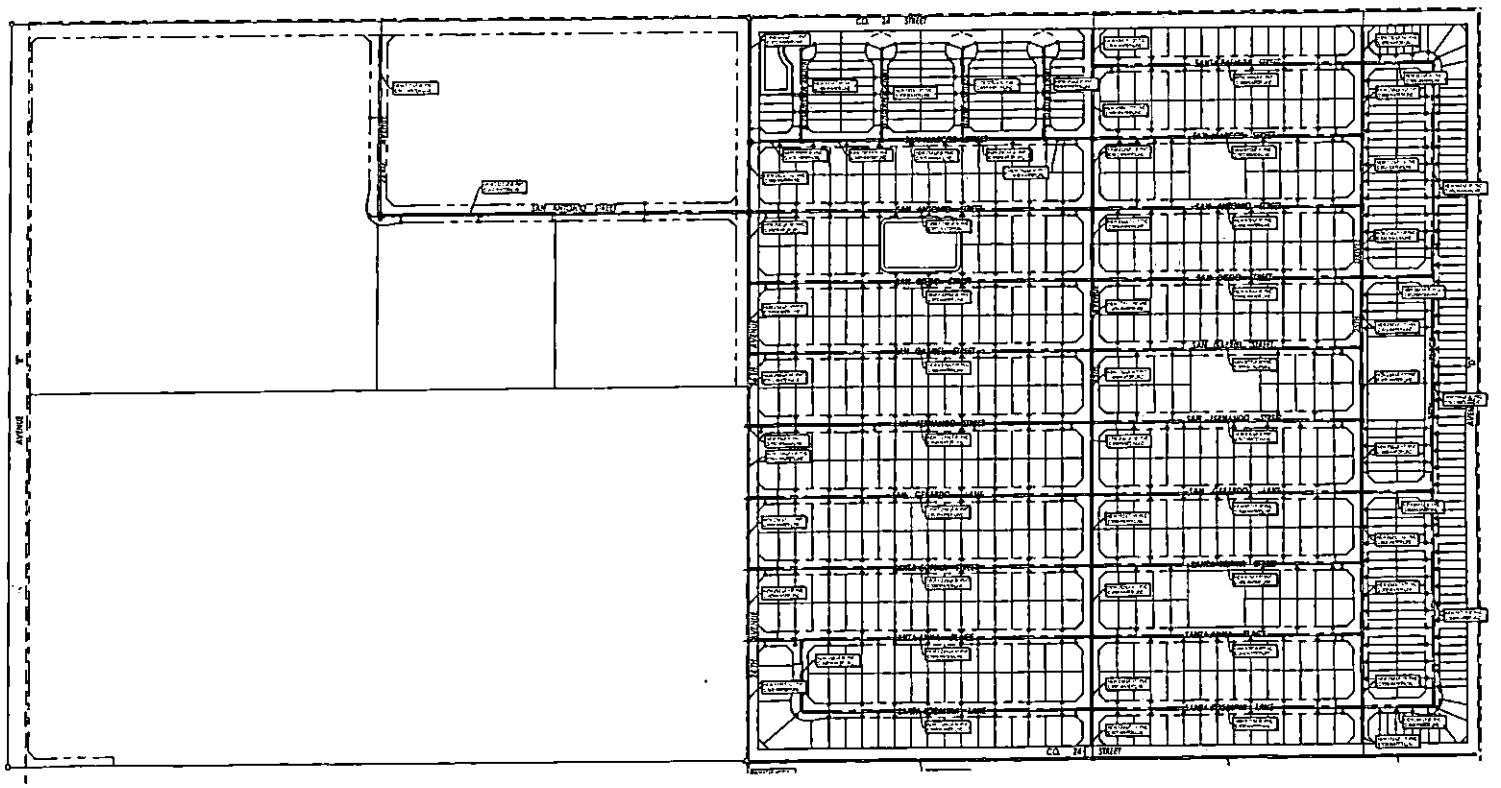
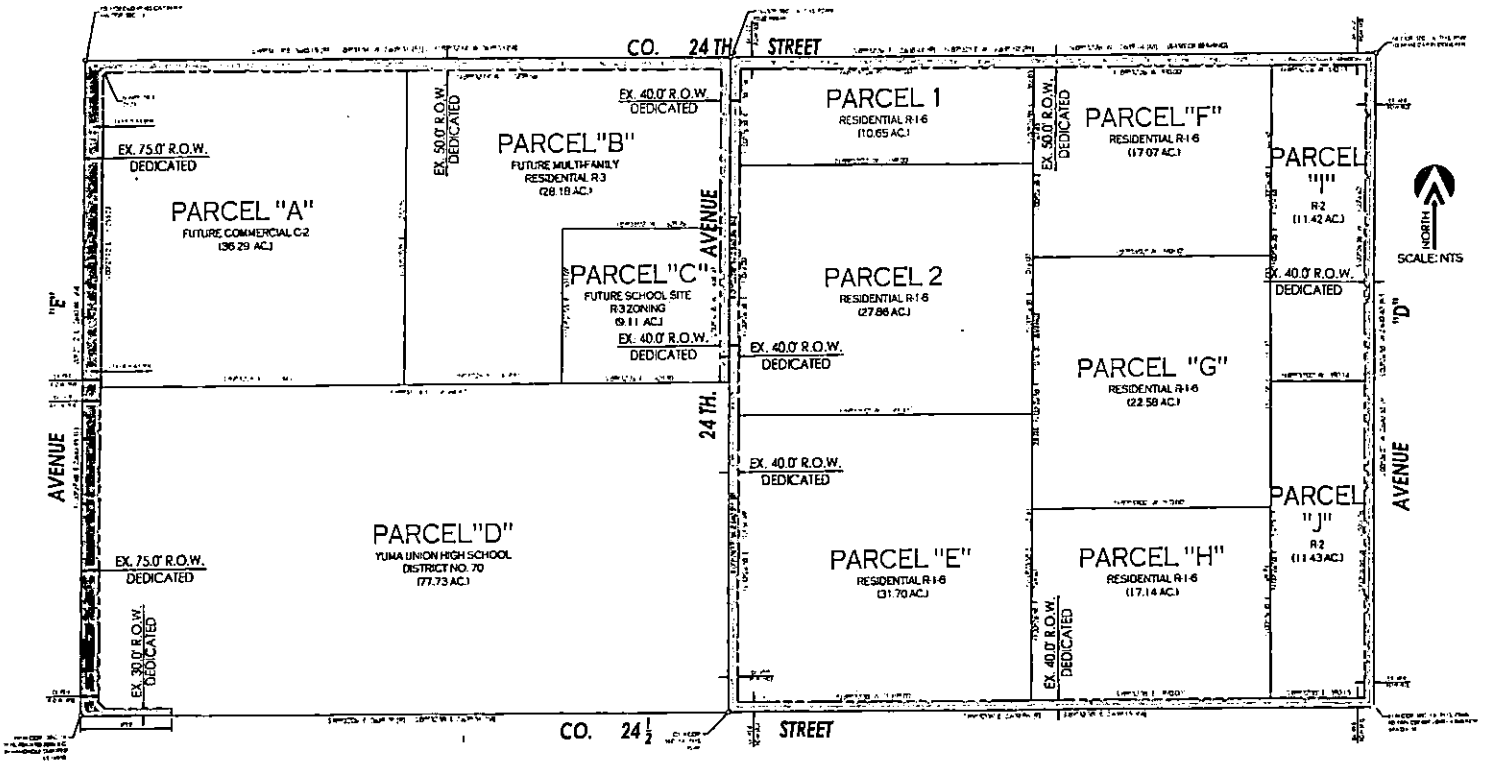


Exhibit "G"

Conceptual Roadway Master Plan



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. E.**

Meeting Date: 08/27/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 Subdivision; a request by Vega and Vega Engineering PLC, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Phase 1 Final Plat, located east of 24th Avenue and south of Orchidea Park Townhomes 1 in San Luis, Arizona. **(Juan Leal Rubio, Assistant Director of Development Services)**

SUMMARY:

This is a request by Vega & Vega Engineering, PLC, on behalf of Von Verde Partners LLC, property owner, for the final plat approval of a residential subdivision to be called Orchidea Park Phase 1 Subdivision. The property is located east of 24th Avenue and south of Orchidea Park Townhomes 1 Subdivision. This subdivision will consist of approximately 27.86 acres and will contain 124 residential lots. The lots range in size from approximately 6,000 square feet to 7,137 square feet.

GENERAL PLAN:

In 2021, City Council approved Major Amendment Case No. 2021-0335 changing the land use designation of this property to Medium Density Residential (MDR). The proposed development is consistent with the existing land use designation.

ZONING:

On September 14, 2022, the subject property was rezoned to Medium Density Residential (R1-6) as part of the approval of Rezoning Case No. 2022-0336 and Ordinance No. 430. The properties to the south and east are zoned Medium Density Residential (R1-6) and proposed to be future Orchidea Park phases. In the west, there is vacant land zoned High Density Residential (R-3).

RECREATIONAL AMENITIES:

City Council has directed staff to establish recreational amenity standards for new residential subdivisions to ensure that future developments provide usable and accessible open space features such as playgrounds, ramadas, walking paths, or similar improvements. While the formal standards are still being finalized and are scheduled for Council consideration in October, the developer has agreed to include recreational amenities as part of this subdivision. This agreement is consistent with the Council's expectations that new subdivisions contribute to neighborhood livability. To avoid delaying the project and to maintain consistency with Council direction, staff included a condition acknowledging the developer's agreement to install amenities in accordance with future City requirements.

The applicant has provided the information and materials necessary for the review of the final plat for Orchidea Park Phase 1 Subdivision.

STAFF RECOMMENDATION:
Staff recommends approval of Subdivision Case No. 2024-0578F with the following conditions:

1. Prior to recordation of final plat, applicant must address comments from the Comment Letter prepared by the City of San Luis Development Services Department dated August 21, 2025, to the satisfaction of City of San Luis staff.
2. Developer shall comply with development agreement approved by Resolution No. 2350.
3. The Developer has agreed to install recreational amenities within the subdivision. In the absence of current City standards for such amenities, the Developer will ensure that the installed amenities are designed and constructed to align with the standards adopted by the City of San Luis at the time of their implementation.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2024-0578F WITH CONDITIONS AS PRESENTED BY STAFF.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Presentation
Location Map
Aerial
Final Plat
Improvement Plans
Comment Letter Dated 8/21/2025
Resolution No. 2350 Development Agreement

CITY COUNCIL

August 27, 2025

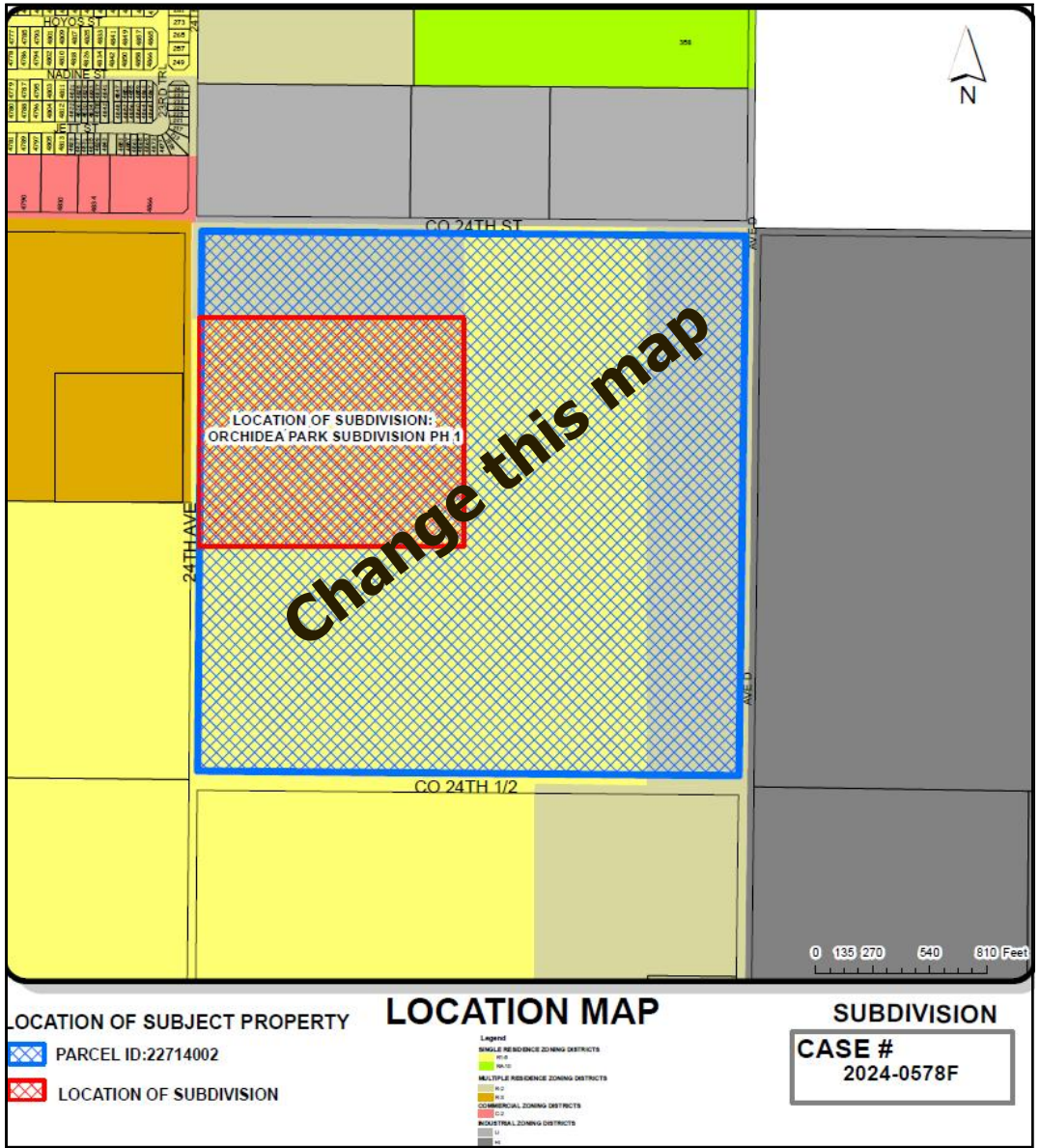
Orchidea Park Phase I Subdivision
Final Plat

- Requests: Vega & Vega Engineering Inc., representing Von Verde Partners, L.L.C., is requesting approval of the Orchidea Park Phase 1 Subdivision Final Plat, Case No. 2024-0578F.

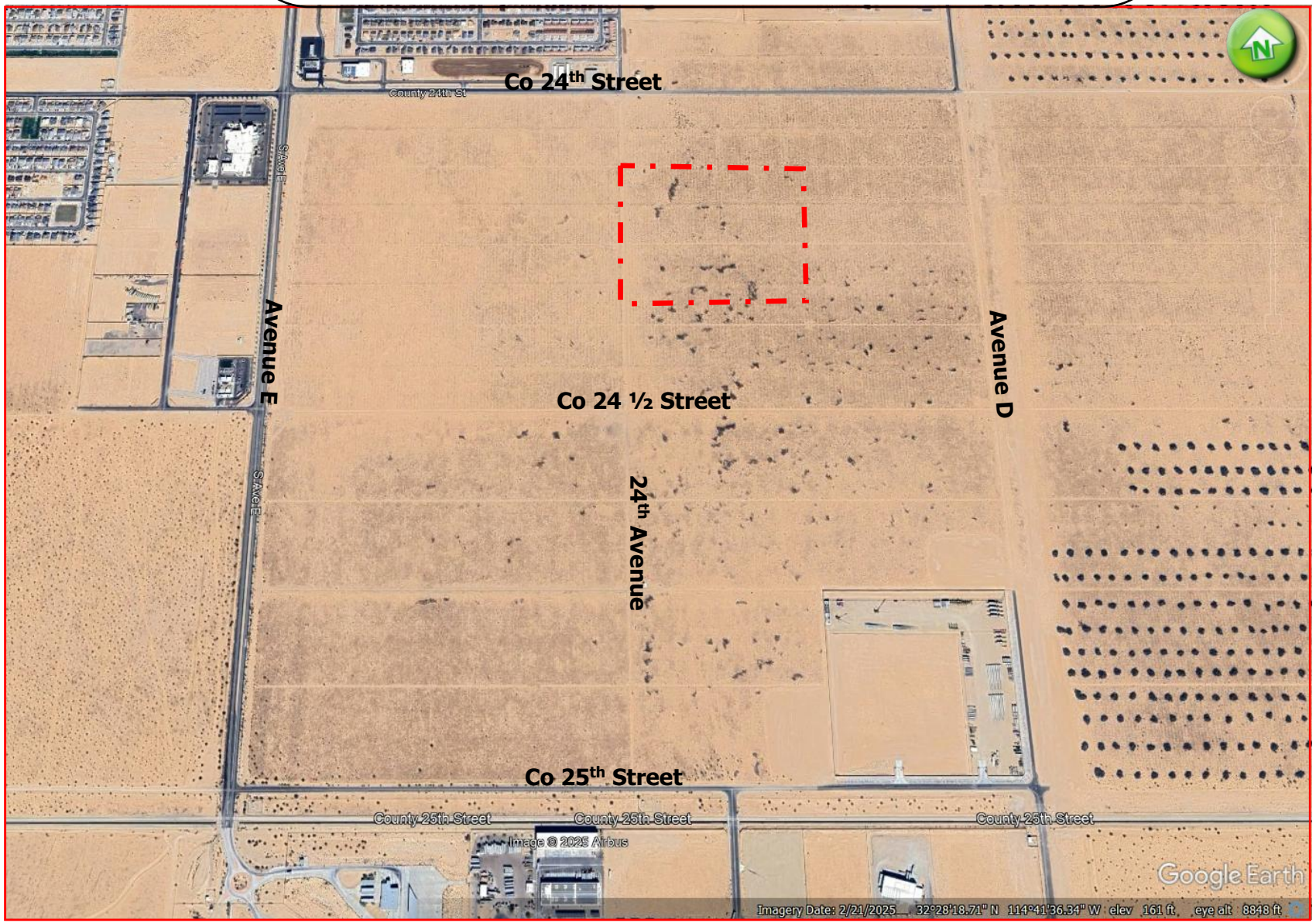
- Location: Vicinity of the SE corner of 24th Avenue and County 24th Street in San Luis, Arizona, part of Assessor's Parcel Number 227-14-002.

- Summary: The subdivision is approximately 27.84 acres in size and will contain 124 residential lots that range in size from approximately 6,000 to 7,137 sq ft. The portion of the parcel covering this final plat is zoned Medium Density Residential (R1-6).

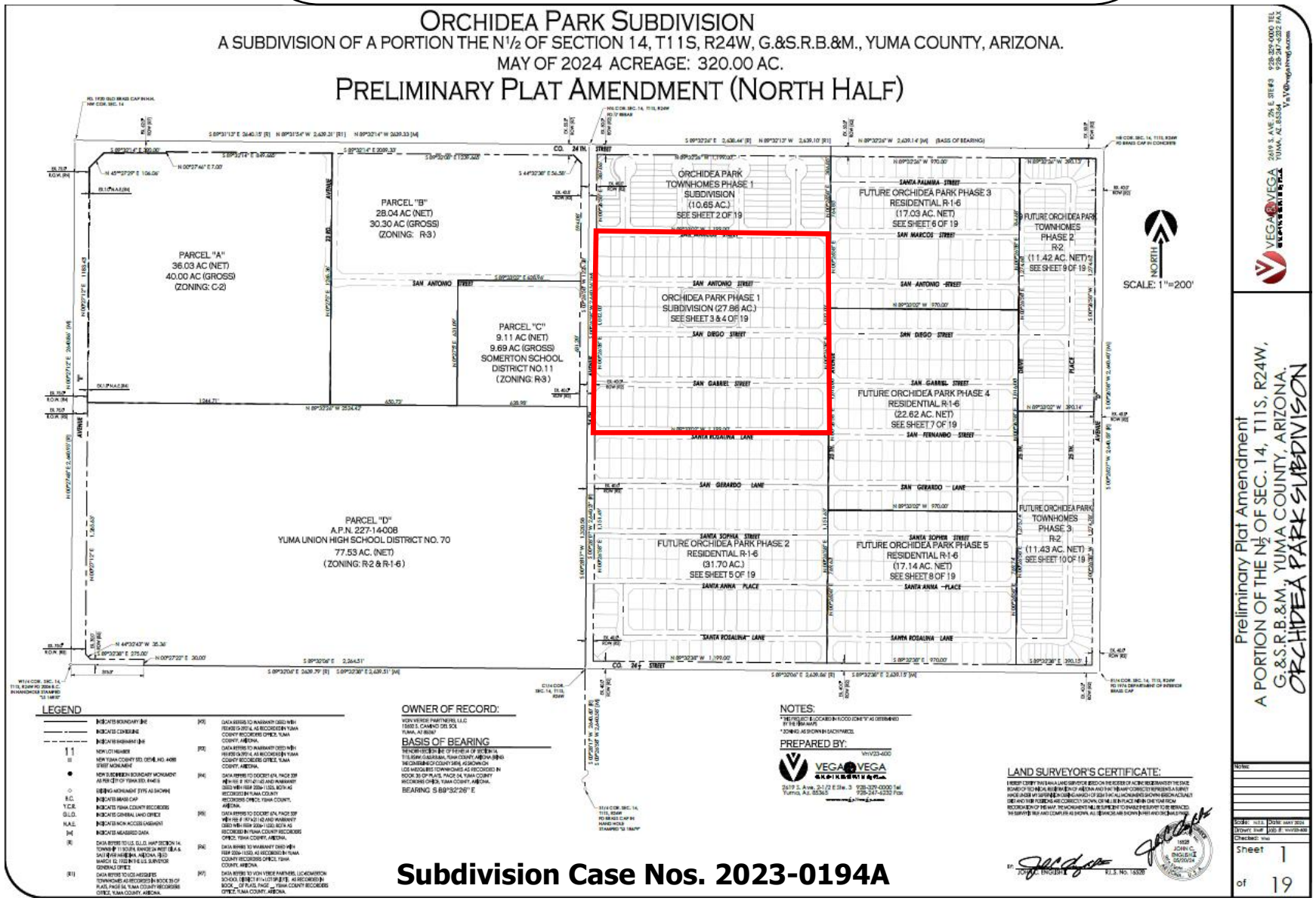
Orchidea Park Phase I Subdivision Final Plat



Orchidea Park Phase I Subdivision
Final Plat

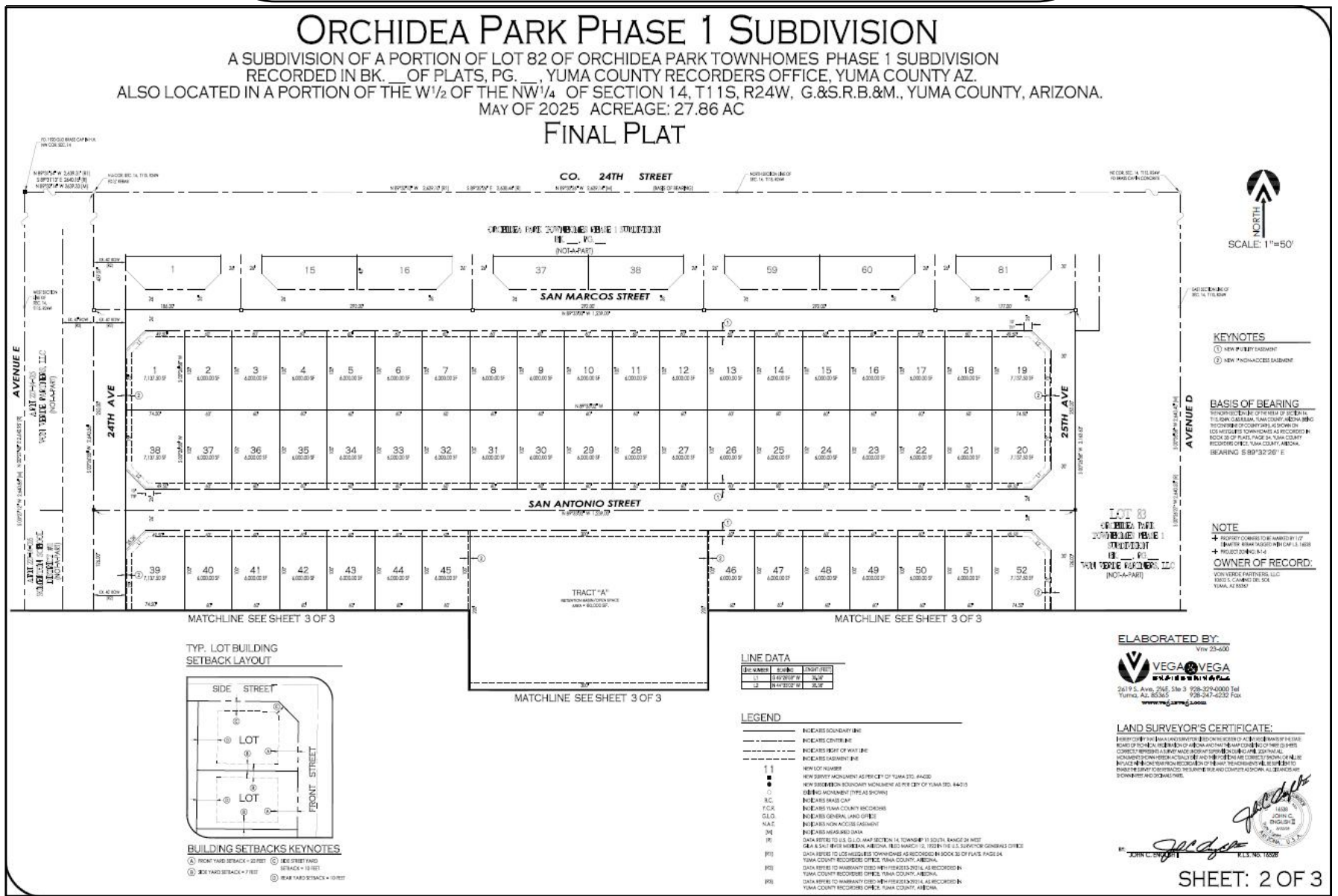


Orchidea Park Phase I Subdivision
Final Plat

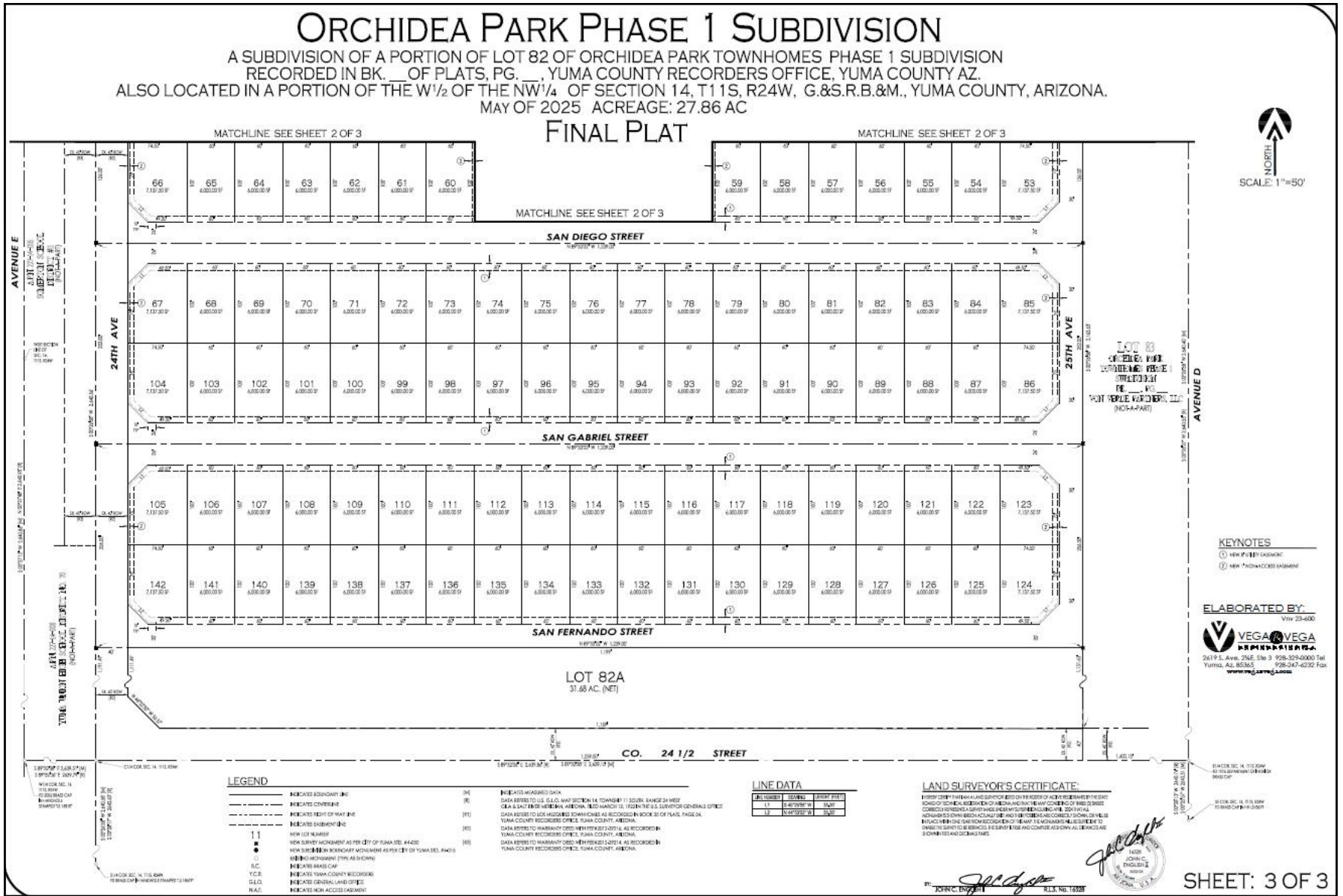


Subdivision Case Nos. 2023-0194A

Orchidea Park Phase I Subdivision
Final Plat



Orchidea Park Phase I Subdivision
Final Plat





Looking southeast at subject property



Looking west from vicinity of subject property



Looking west from vicinity of subject property

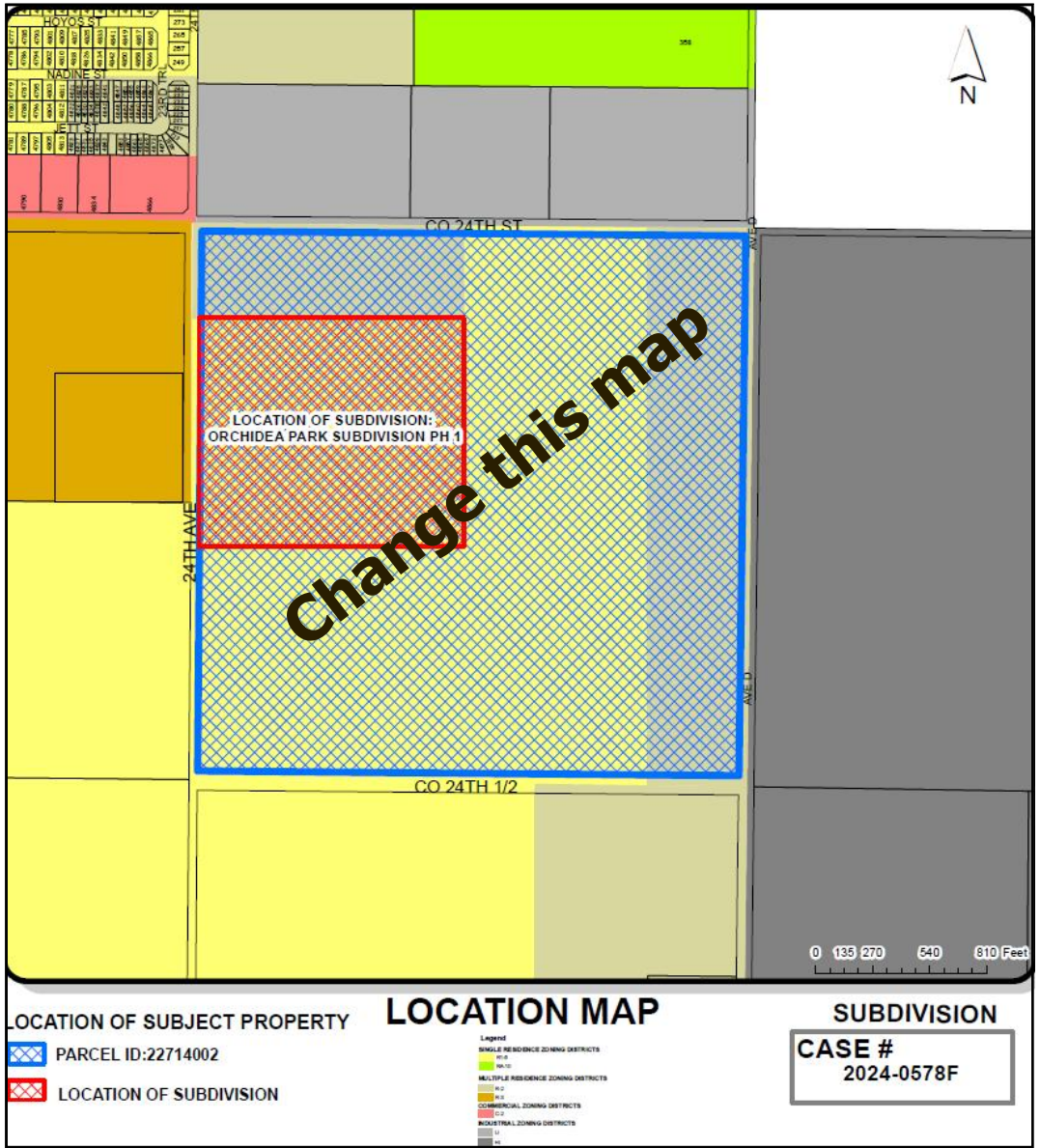
Orchidea Park Phase I Subdivision
Final Plat

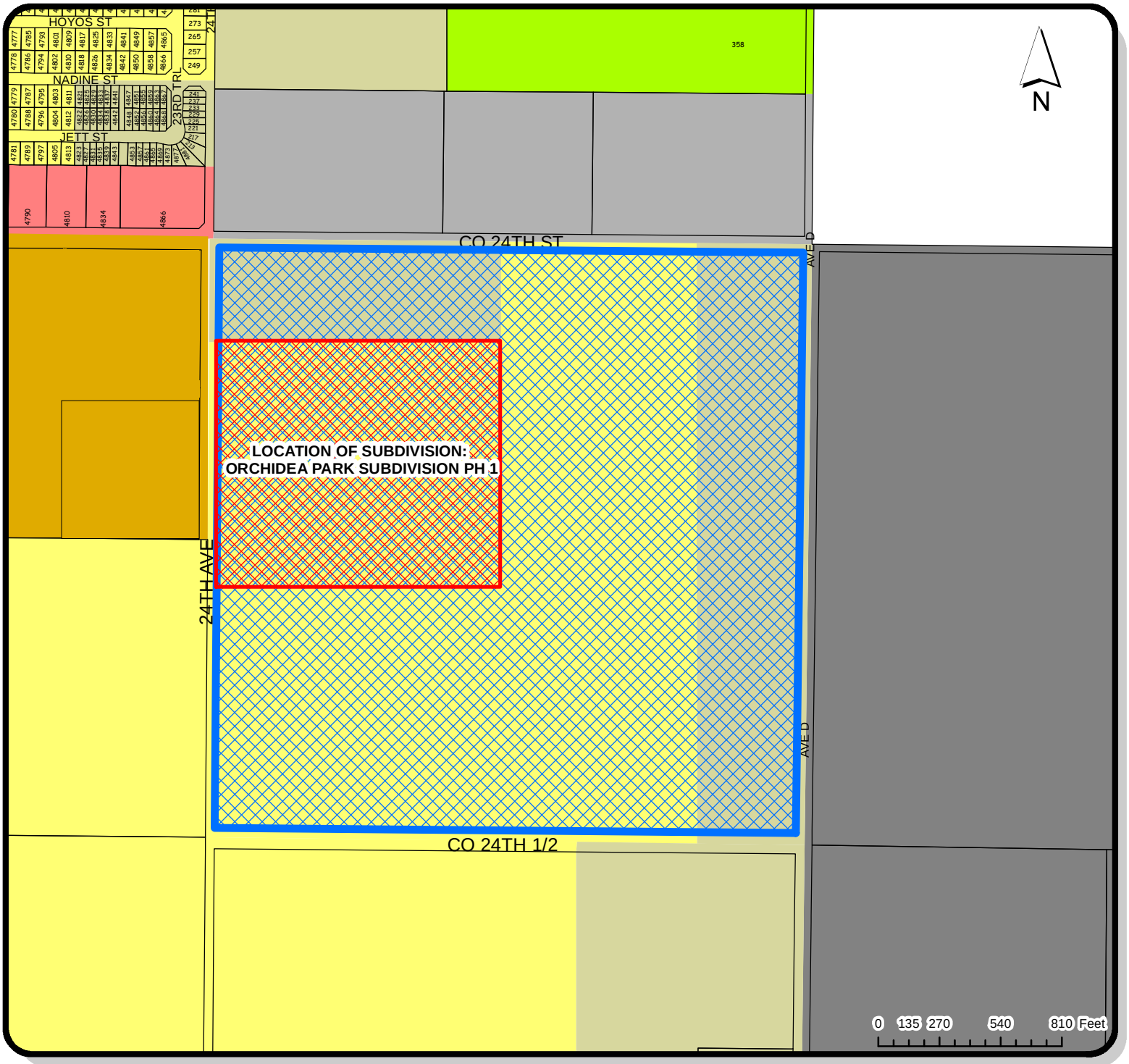
Staff recommends approval of Subdivision Case No. 2024-0578F with the following conditions:

1. Prior to recordation of final plat, applicant must address comments from Comment Letter prepared by the City of San Luis Development Services Department dated July 18, 2025, to the satisfaction of City of San Luis staff.

2. Developer shall comply with development agreement approved by Resolution No. 2350.

Orchidea Park Phase I Subdivision Final Plat





LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PARCEL ID:22714002

LOCATION OF SUBDIVISION

Legend

SINGLE RESIDENCE ZONING DISTRICTS
R1-6
RA-10

MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3

COMMERCIAL ZONING DISTRICTS
C-2

INDUSTRIAL ZONING DISTRICTS
LI
HI

SUBDIVISION

CASE #
2024-0578F

DATE:
7/11/2024

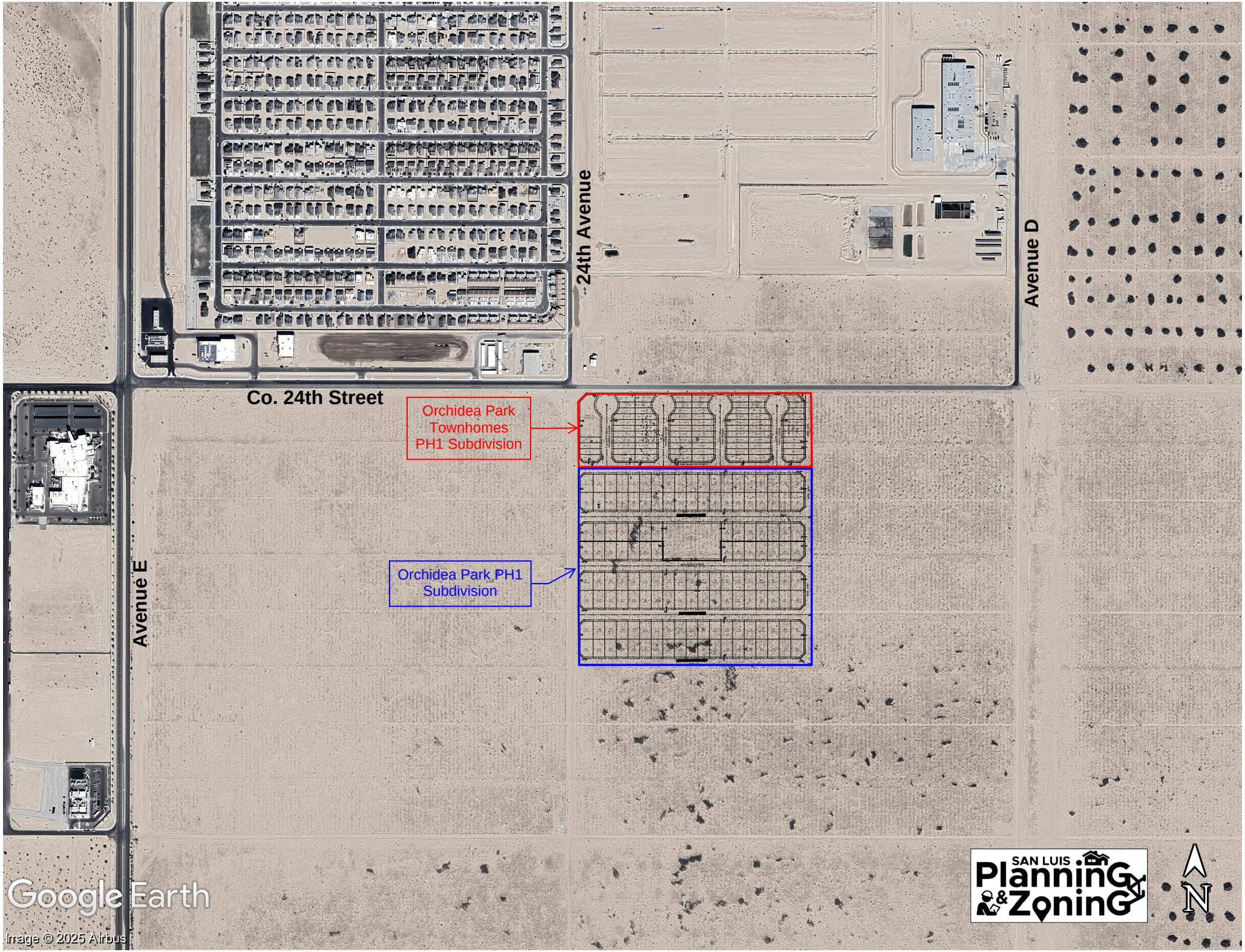
PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

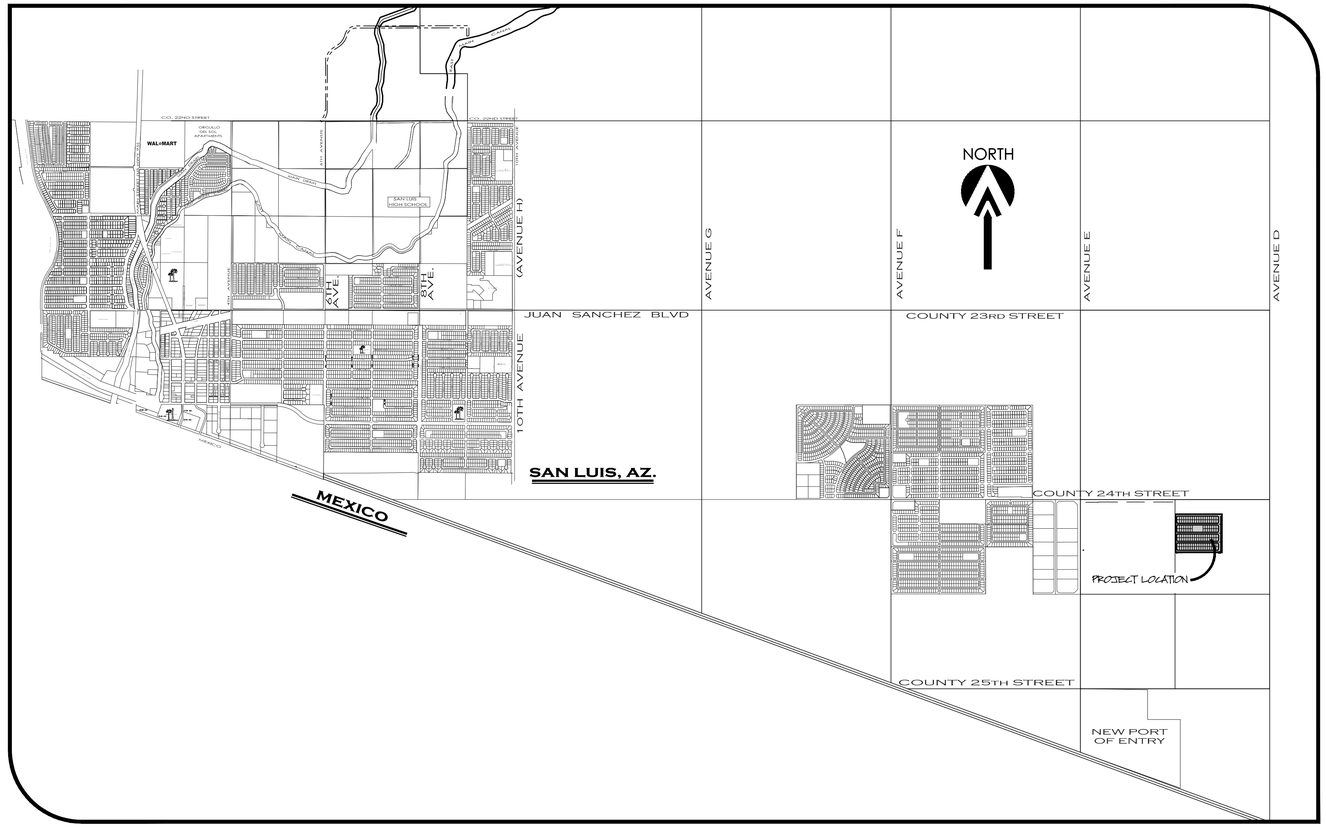
APPROVED BY:
JOSE A. GUZMAN


24th Avenue
Avenue D
Co. 24th Street
Orchidea Park Townhomes PH1 Subdivision
Orchidea Park PH1 Subdivision
Avenue E
Google Earth
Image © 2025 Airbus
SAN LUIS Planning & Zoning
N

ORCHIDEA PARK PHASE 1 SUBDIVISION

A SUBDIVISION OF A PORTION OF LOT 82 OF ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION
RECORDED IN BK. __OF PLATS, PG. __, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY AZ.
ALSO LOCATED IN A PORTION OF THE W½ OF THE NW¼ OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
AUGUST OF 2025 ACREAGE: 29.42 AC

FINAL PLAT



VICINITY MAP
SCALE: NTS

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT VON VERDE PARTNERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY, A SUBDIVISION OF A PORTION OF LOT 82 OF ORCHIDEA PARK TOWNHOMES PHASE 1SUBDIVISION
RECORDED IN BK. __ OF PLATS, PG. __, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY AZ.
ALSO LOCATED IN A PORTION OF THE W½ OF THE NW¼ OF SECTION 14, T11S, R24W
G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACT UNDER THE NAME OF "ORCHIDEA PARK PHASE 1 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF LOTS, TRACT AND STREETS CONSTITUTING SAID "ORCHIDEA PARK PHASE 1 SUBDIVISION" , THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT VON VERDE PARTNERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, TRACT "A" IS DEDICATED TO THE CITY OF SAN LUIS FOR USE AS A STORMWATER RETENTION BASIN AND COMPATIBLE USES, THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, A THREE-FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS; A 12-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL STREETLIGHTS IS HEREBY GRANTED

IN WITNESS WHEREOF: VON VERDE PARTNERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED ATTESTED BY THE SIGNATURE OF DAVID J. LOO, AS
MANAGER OF NEW MESA MANAGER, LLC
MANAGER OF HOF MESA, LLC
MANAGER OF VON VERDE DEVELOPMENT, LLC
MANAGER OF VON VERDE PARTNERS, LLC

THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____20____.

DAVID J. LOO
MANAGER OF NEW MESA MANAGER, LLC
MANAGER OF HOF MESA, LLC
MANAGER OF VON VERDE DEVELOPMENT, LLC
MANAGER OF VON VERDE PARTNERS, LLC

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED: DAVID J. LOO
MANAGER OF NEW MESA MANAGER, LLC
MANAGER OF HOF MESA, LLC
MANAGER OF VON VERDE DEVELOPMENT, LLC
MANAGER OF VON VERDE PARTNERS, LLC

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

BY:_____ MY COMMISSION EXPIRES:_____
NOTARY PUBLIC

APPROVED

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

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

_____
MAYOR

_____
CITY MANAGER

_____
DIRECTOR OF DEVELOPMENT SERVICES

_____
CITY PUBLIC WORKS DIRECTOR

_____
CITY ENGINEER

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL OF 2024 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

BY: _____
JOHN C. ENGLISH II R.L.S. No. 16528

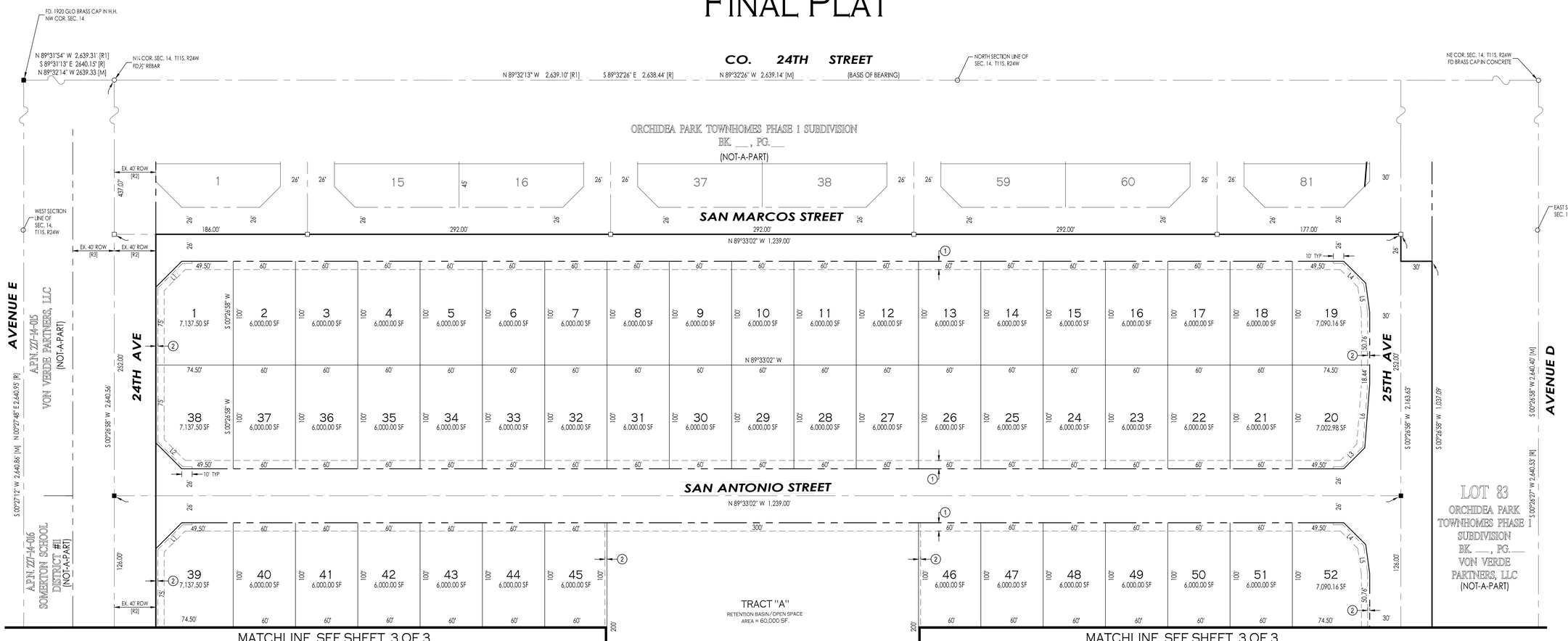
REGISTERED LAND SURVEYOR
16528
JOHN C. ENGLISH II
8/14/25
Date Signed
ARIZONA, U.S.A.

ELABORATED BY:
Vnv 23-600
VEGA & VEGA ENGINEERING, PLC
2619 S. Ave. 2½E, Ste 3 928-329-0000 Tel
Yuma, Az. 85365 928-247-6232 Fax
www.vegaNvega.com

ORCHIDEA PARK PHASE 1 SUBDIVISION

A SUBDIVISION OF A PORTION OF LOT 82 OF ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION
RECORDED IN BK. __ OF PLATS, PG. __ , YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY AZ.
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AUGUST OF 2025 ACREAGE: 29.42 AC

FINAL PLAT



KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT

BASIS OF BEARING

THE NORTH SECTION LINE OF THE NE1/4 OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF COUNTY 24TH), AS SHOWN ON LOS MEZQUITES TOWNHOMES AS RECORDED IN BOOK 35 OF PLATS, PAGE 54, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

BEARING S 89°32'26" E

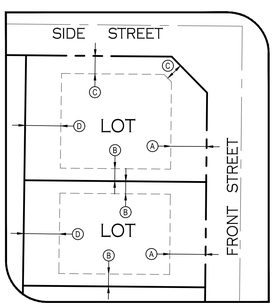
NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- PROJECT ZONING: R-1-6

OWNER OF RECORD:

VON VERDE PARTNERS, LLC
10602 S. CAMINO DEL SOL
YUMA, AZ 85367

TYP. LOT BUILDING SETBACK LAYOUT



BUILDING SETBACKS KEYNOTES

(A) FRONT YARD SETBACK = 20 FEET
(B) SIDE YARD SETBACK = 7 FEET
(C) SIDE STREET YARD SETBACK = 10 FEET
(D) REAR YARD SETBACK = 10 FEET

LINE DATA

LINE NUMBER	BEARING	LENGHT (FEET)
L1	S 45°26'58" W	35.36'
L2	N 44°33'02" W	35.36'
L3	S 45°26'58" W	28.63'
L4	N 44°33'02" W	29.83'
L5	N 07°27'11" W	28.41'
L6	N 04°53'09" E	61.50'

LEGEND

———	INDICATES BOUNDARY LINE
— — —	INDICATES CENTERLINE
— · — · —	INDICATES RIGHT OF WAY LINE
— — — —	INDICATES EASEMENT LINE
11	NEW LOT NUMBER
■	NEW SURVEY MONUMENT AS PER CITY OF YUMA STD. #4-030
●	NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. #4-015
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
Y.C.R.	INDICATES YUMA COUNTY RECORDERS
G.L.O.	INDICATES GENERAL LAND OFFICE
N.A.E.	INDICATES NON ACCESS EASEMENT
[M]	INDICATES MEASURED DATA
[R]	DATA REFERS TO U.S. G.L.O. MAP SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST GILA & SALT RIVER MERIDIAN, ARIZONA. FILED MARCH 12, 1922 IN THE U.S. SURVEYOR GENERALS OFFICE
[R1]	DATA REFERS TO LOS MEZQUITES TOWNHOMES AS RECORDED IN BOOK 35 OF PLATS, PAGE 54, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
[R2]	DATA REFERS TO WARRANTY DEED WITH FEE#2012-29216, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
[R3]	DATA REFERS TO WARRANTY DEED WITH FEE#2012-29214, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

ELABORATED BY:

Vnv 23-600

VEGA & VEGA ENGINEERING, PLLC
2619 S. Ave. 2½E, Ste 3 928-329-0000 Tel
Yuma, Az. 85365 928-247-6232 Fax
www.vegaNvega.com

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I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL 2024 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

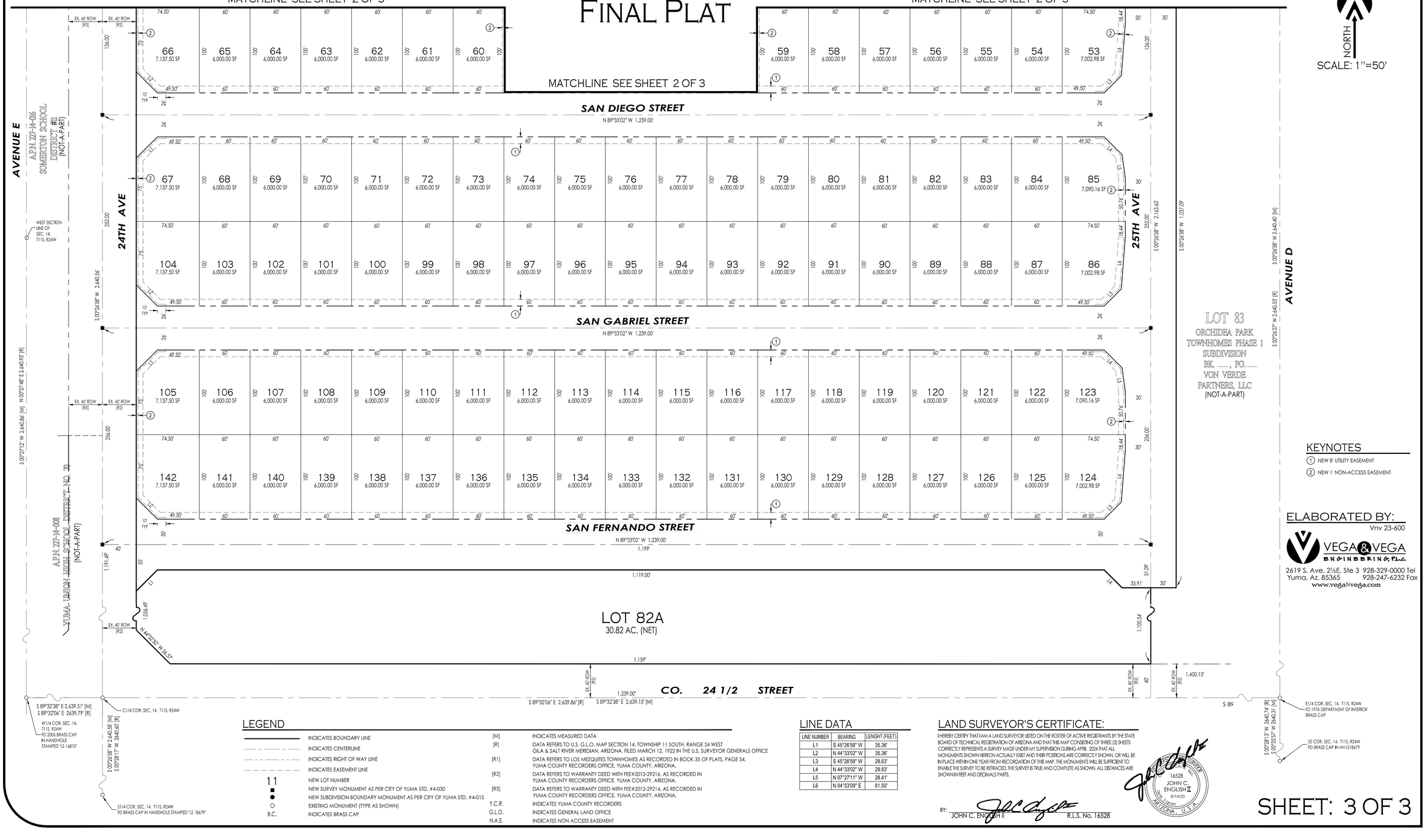
16528 JOHN C. ENGLISH II 8/14/25 Date Signed ARIZONA U.S.A.

BY: JOHN C. ENGLISH II R.L.S. No. 16528

ORCHIDEA PARK PHASE 1 SUBDIVISION

A SUBDIVISION OF A PORTION OF LOT 82 OF ORCHIDEA PARK TOWNHOMES PHASE 1 SUBDIVISION
RECORDED IN BK. __ OF PLATS, PG. __ , YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY AZ.
ALSO LOCATED IN A PORTION OF THE W½ OF THE NW¼ OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
AUGUST OF 2025 ACREAGE: 29.42 AC

FINAL PLAT



NORTH
SCALE: 1"=50'

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT

LEGEND

———	INDICATES BOUNDARY LINE	[M]	INDICATES MEASURED DATA
— · — · —	INDICATES CENTERLINE	[R]	DATA REFERS TO U.S. G.L.O. MAP SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST. GILA & SALT RIVER MERIDIAN, ARIZONA. FILED MARCH 12, 1922 IN THE U.S. SURVEYOR GENERALS OFFICE
— — — —	INDICATES RIGHT OF WAY LINE	[R1]	DATA REFERS TO LOS MEZQUITES TOWNHOMES AS RECORDED IN BOOK 35 OF PLATS, PAGE 54, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
— — — —	INDICATES EASEMENT LINE	[R2]	DATA REFERS TO WARRANTY DEED WITH FEE#2012-29216, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
11	NEW LOT NUMBER	[R3]	DATA REFERS TO WARRANTY DEED WITH FEE#2012-29214, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
■	NEW SURVEY MONUMENT AS PER CITY OF YUMA STD. #4-030		
●	NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. #4-015		
○	EXISTING MONUMENT (TYPE AS SHOWN)	Y.C.R.	INDICATES YUMA COUNTY RECORDERS
B.C.	INDICATES BRASS CAP	G.L.O.	INDICATES GENERAL LAND OFFICE
		N.A.E.	INDICATES NON ACCESS EASEMENT

LINE DATA

LINE NUMBER	BEARING	LENGHT (FEET)
L1	S 45°26'58" W	35.36'
L2	N 44°33'02" W	35.36'
L3	S 45°26'58" W	28.63'
L4	N 44°33'02" W	29.83'
L5	N 07°27'11" W	28.41'
L6	N 04°53'09" E	61.50'

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL 2024 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

BY: JOHN C. ENGLISH II R.L.S. No. 16528

16528 JOHN C. ENGLISH II 8/14/25 REGISTERED LAND SURVEYOR ARIZONA, U.S.A.

ELABORATED BY:

Vnv 23-600

VEGA & VEGA ENGINEERING, PLLC
2619 S. Ave. 2½E, Ste 3 928-329-0000 Tel
Yuma, Az. 85365 928-247-6232 Fax
www.vegaNvega.com

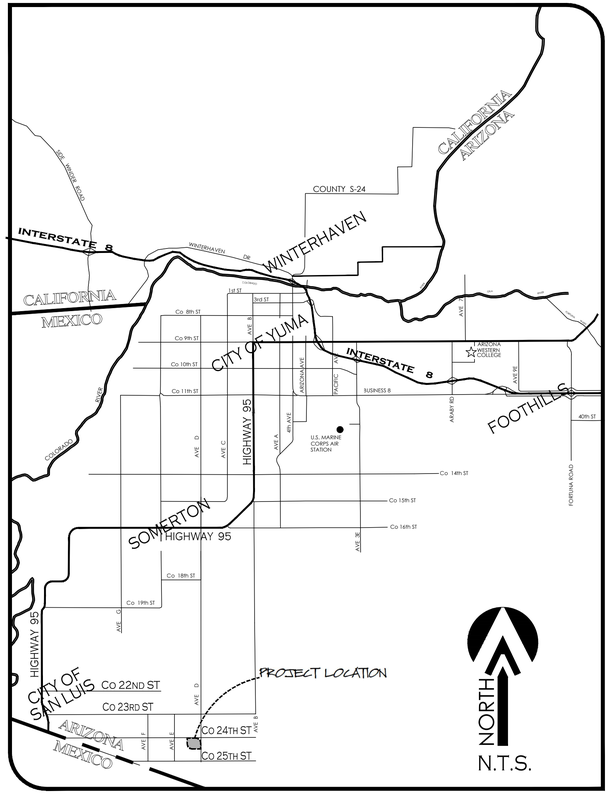
SHEET: 3 OF 3

ORCHIDEA PARK PHASE 1

SUBDIVISION

LEGEND

- INDICATES EX. ASPHALT PAVEMENT
- INDICATES EX. CONCRETE
- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY LINE
- INDICATES EX. CMU WALL
- =EX.=6"=PVC=W= INDICATES EX. WATER LINE
- =EX.=8"=PVC=S= INDICATES EX. SEWER LINE
- INDICATES NEW ASPHALT PAVEMENT
- INDICATES NEW CONCRETE
- INDICATES NEW CMU WALL
- 163 INDICATES EX. CONTOURS ELEVATION
- -NEW—PVC—S— INDICATES NEW SANITARY SEWER LINE
- NEW SEWER STUB
- NEW SEWER MANHOLE
- NEW 4" PVC SEWER SERVICE
- -NEW—PVC—W— INDICATES NEW WATER LINE
- NEW SINGLE WATER SERVICE
- FIRE LINE W/ END PLUG AND THRUST BLOCK
- NEW WATER VALVE
- NEW FIRE HYDRANT
- NEW TEMPORARY BLOWOFF VALVE
- 50 INDICATES LOT NUMBERS
- NEW SURVEY MONUMENT AS PER CITY OF YUMA STD. #4-030
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER CITY OF YUMA STD. #4-015
- EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- PP INDICATES EXISTING POWER POLE
- [C] INDICATES CALCULATED DATA
- [M] INDICATES MEASURED DATA
- [E] INDICATES EXISTING ELECTRICAL BOX
- GP INDICATES EXISTING GAS PADDLE
- MH INDICATES EXISTING MANHOLE
- FH INDICATES EXISTING FIRE HYDRANT
- WM INDICATES EXISTING WATER METER
- WV INDICATES EXISTING WATER VALVE
- (C-160.35) INDICATES EX. CURB ELEVATION
- (SW-160.56) INDICATES EX. SIDEWALK ELEVATION
- (A-160.30) INDICATES EX. ASPHALT ELEVATION
- (160.51) INDICATES EX. NATURAL SOIL ELEVATION
- A-159.02 INDICATES NEW ASPHALT ELEVATION
- C-159.02 INDICATES NEW CURB ELEVATION
- G-159.02 INDICATES NEW GUTTER ELEVATION



VICINITY MAP

N.T.S.

GENERAL CONSTRUCTION NOTES:

1. THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN HERE ARE FOR THE PURPOSE OF ASSISTING THE CONTRACTOR IN LOCATING SAID UTILITIES. THE CONTRACTOR IN ACCORDANCE WITH ARIZONA STATUTES SHALL CONTACT THE ARIZONA BLUE STAKE CENTER (1-800-782-53485) AT LEAST 48 HOURS MIN. PRIOR TO THE BEGINNING OF CONSTRUCTION AND OBTAIN ON-SITE UTILITIES LOCATIONS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DAMAGED TO A UTILITY SHALL BE REPAIRED AT THE CONTRACTOR EXPENSE.
2. ALL CITY REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.
3. THE CONTRACTOR SHALL GUARANTEED ALL MATERIALS AND WORKMANSHIP FOR TWO YEARS AFTER THE FINAL ACCEPTANCE. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE.
4. ALL ROAD SURFACES, EASEMENTS OR RIGHT OF WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENTS ARE TO BE RESTORED COMPLETELY BY THE CONTRACTOR TO THE BEFORE CONSTRUCTION CONDITION OR BETTER.
5. DURING CONSTRUCTION, THE DEVELOPER/OWNER IS SOLELY RESPONSIBLE FOR INSURING THE PROPER FUNCTIONING OF THE EROSION AND SEDIMENT CONTROL MEASURES. THE DEVELOPER/OWNER SHALL TAKE WHATEVER MEASURES ARE REQUIRED TO INSURE THAT NO SEDIMENT LEAVES THE SITE.
6. REFER TO SHEETS 2 OF 2 OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
7. SEE SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.
8. ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO CITY OF SAN LUIS STANDARDS (CITY OF YUMA STANDARD DETAILS, MAG SPECIFICATIONS, CITY OF SAN LUIS SUPPLEMENT), AS ADOPTED BY THE CITY OF SAN LUIS, STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
9. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO VARIOUS FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
10. NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS. FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS PUBLIC WORKS DIRECTION.
11. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL, LOCAL, STATE, AND FEDERAL SWPPP REQUIREMENTS AND BMPs.

INDEX:

Cover Sheet — 0
Cover Sheet Plat — 1 OF 3
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Paving and Grading Plan — 2
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Sewer Plan and Profile — 6
Sewer Plan and Profile — 7
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Details And Water And Sewer Notes — 9
Stormwater Prevention Pollution Plan — 10
Stormwater Prevention Pollution Plan — 11
SWPPP Erosion Control Details — 12
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20th Ave Landscaping Plan — L1.2
Retention Basin Irrigation Plan — L1.3
20th Ave Irrigation Plan — L1.4
Construction Details — L1.5
Specifications — L1.6

OWNER:

VON VERDE PARTNERS LLC
10602 S CAMINO DEL SOL
YUMA AZ., 85367

BENCHMARK:

FOUND BRASS CAP IN HAND HOLE
LOCATED AT THE W¼ COR. SEC. 14, T11S, R24W,
ALSO BEING THE INTERSECTION OF
AVE 'E' AND Co. 24-1/2 STREET

ELEVATION: 159.81 FEET

BASIS OF BEARING

THE NORTH SECTION LINE OF THE NE¼ OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE CENTERLINE OF COUNTY 24TH), AS SHOWN ON LOS MEZQUITES TOWNHOMES AS RECORDED IN BOOK 35 OF PLATS, PAGE 54, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

BEARING S 89°32'26" E

ENGINEER:

VnV23-600

VEGA & VEGA ENGINEERING PLC
2619 S. AVE. 2½ E, STE#3 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

UTILITIES WARNING

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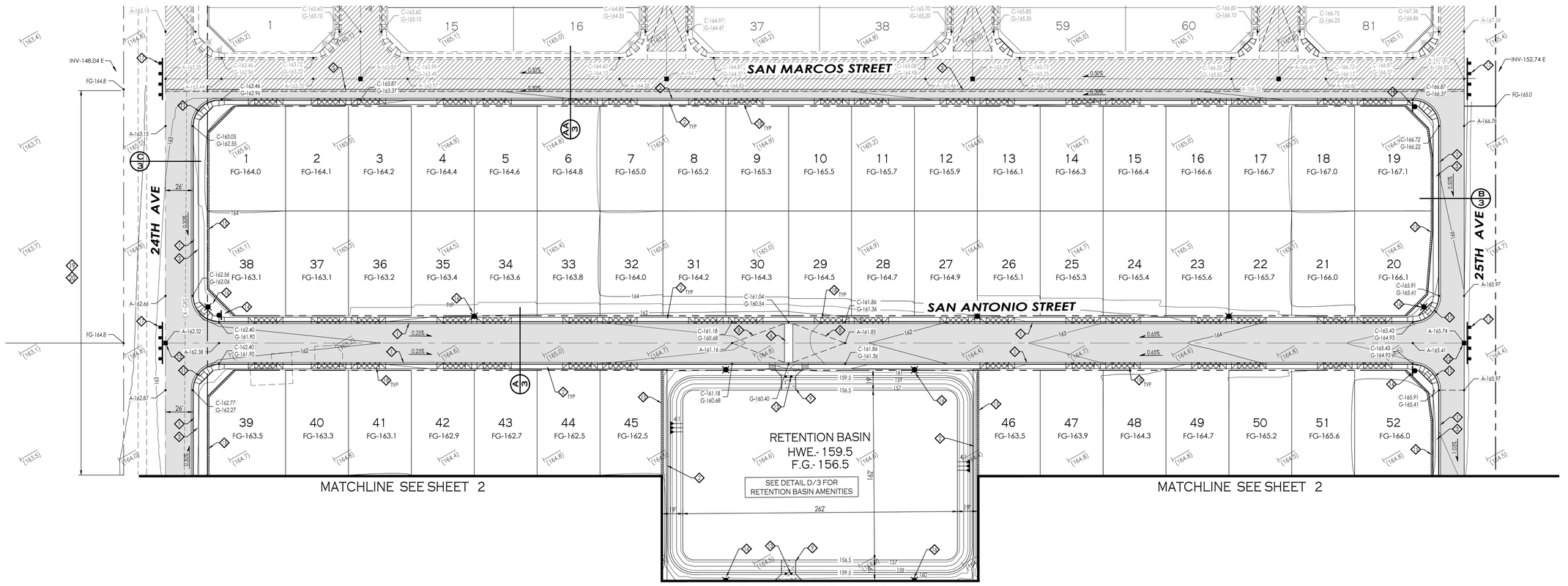
Cover Sheet
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-14-25
Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet
0
*



LEGEND

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- INDICATES RIGHT-OF-WAY LINE
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- WV INDICATES EXISTING WATER VALVE
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- (SW-160.56) INDICATES EX. SIDEWALK ELEVATION
- (A-160.50) INDICATES EX. ASPHALT ELEVATION
- (160.51) INDICATES EX. NATURAL SOIL ELEVATION
- A-161.02 INDICATES NEW ASPHALT ELEVATION
- INDICATES NEW ASPHALT PAVEMENT
- INDICATES NEW CONCRETE
- INDICATES NEW CMU WALL
- INDICATES EXISTING CMU WALL

KEYNOTES:

1. NEW VERTICAL CURB & GUTTER - AS PER C.O.Y. STD. 3-060
2. NEW 4' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
3. NEW 5' CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
4. NOT USED
5. SAWCUT 1' OF EXISTING PAVEMENT, REMOVE AND REPLACE WITH NEW PAVEMENT - SEE DETAIL A/9
6. NEW 8' CROSS GUTTER - AS PER C.O.Y. STD. 3-090
7. NEW 8' VALLEY GUTTER LAYOUT - AS PER C.O.Y. STD. 3-085
8. NEW 50' CROWN TRANSITION
9. NEW 13' CONCRETE SPILLWAY - SEE DETAIL C/9
10. NOT USED
11. NEW CONCRETE SIDEWALK RAMP (25' RADIUS MEASURED TO FACE OF CURB) - AS PER C.O.Y. STD. 3-145
12. NEW SURVEY MONUMENT AS PER CITY OF YUMA STD. #4-030
13. INSTALL 2 GUARD POSTS, 5FT APPART CENTERED ON SPILLWAY E/3
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17. NEW TYPE III BARRICADE - AS PER C.O.Y. STD. 1-045
18. NEW 21' WIDE DRIVEWAY -- AS PER C.O.Y. STD. 3-105
19. REMOVE EXISTING CONRETE LINED IRRIGATION DITCH
20. ADJUST EXISTING GAS LINE AS NECESSAY - BY OTHERS

DRAINAGE REPORT

1.- DRAINAGE REPORT

DRAINAGE AREA # 1

USING THE RATIONAL METHOD
Q= CIA = PEAK RUNOFF (VOL.)
(C) PEAK RATE RUNOFF = 0.43
(I) INTENSITY OF RAINFALL = 1.22 IN / HR
(A)DRAINAGE AREA = : 1,253,874.60 SF. = 28.785 AC
Q= (0.43)(1.22)(28.785) =15.100 CF
TOTAL RUNOFF = 7,200 (15,100) = 108,720 CF

STORAGE VOLUME PROVIDED AREA # 1
RETENTION BASIN
TOP AREA = 52,742 SF
BOTTOM AREA = 42,340 SF
DEPTH = 3 FT
VOL. PROVIDED = $(52{,}742 + 42{,}340)\ \frac{(3.0)}{2} = 142{,}623$ CF

TOTAL VOL. PROVIDED = 142.623 CF

FACTOR OF SAFETY = $\frac{142{,}623\ CF}{108{,}720\ CF} = 1.31 > 1.25$ THEREFORE OK.

OPEN SPACE CALCULATIONS

PROJECT AREA : 1,253,874.60 SF. = 28.785 AC

5% OPEN SPACE REQUIRED = 1,253,874.60 SF. X 5% = 62,693.73 SF.

OPEN SPACE PROVIDED : AREA RETENTION BASIN = 60,000 SF.
24TH. AVENUE LANDSCAPING AREA = 4,800 SF.
64,800 SF.

TOTAL AREA OPEN SPACE PROVIDED : = 64,800 SF.

64,800 SF. > 62,693.73 SF **THEREFORE OK**

BENCHMARK:

FOUND BRASS CAP IN HAND HOLE
LOCATED AT THE W¼ COR. SEC. 14, T1S, R24W.
ALSO BEING THE INTERSECTION OF
AVE 'E' AND Co. 24-1/2 STREET

ELEVATION: 159.81 FEET

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V n V@vega n vega.com

PAVING & GRADING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-14-25
ARIZONA, U.S.A.

Notes:

Scale: N.T.S.	Date: AUG 2025
Drawn: Staff	Job #: VnV23-600
Checked: Vna	

Sheet 1



LEGEND

INDICATES EX. ASPHALT PAVEMENT	INDICATES EXISTING STREET SIGN
INDICATES EX. CONCRETE	INDICATES EXISTING MANHOLE
INDICATES BOUNDARY LINE	INDICATES EXISTING FIRE HYDRANT
INDICATES CENTERLINE	INDICATES EXISTING WATER METER
INDICATES RIGHT-OF-WAY LINE	INDICATES EXISTING WATER VALVE
INDICATES EX. FENCE	INDICATES NEW STREET LIGHT
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NORTH

SCALE: 1"=50'

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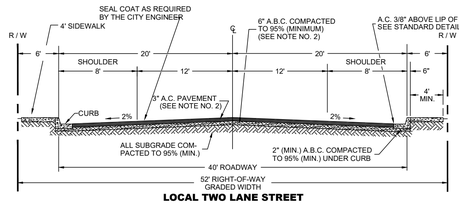
PAVING & GRADING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer
Certificate No.
50476
Vianey R. Vega
Date Signed 8-14-25
Arizona U.S.A.

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Checked: Vna

Sheet
2



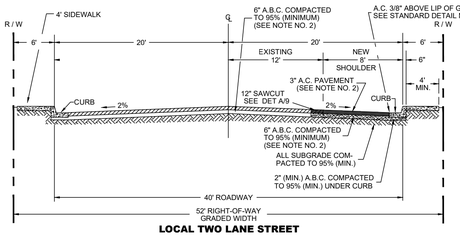
LOCAL TWO LANE STREET

NOTES

1. STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
2. MINIMUM PAVING THICKNESS SHALL BE 3" FOR PLANT HOT MIXED ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND SIDEWALK.
5. EXTEND AGGREGATE BASE COURSE BENEATH CURB & GUTTER

LOCAL TWO LANE STREET

CITY OF YUMA STD. 2-030 (MODIFIED) NTS — A / 3



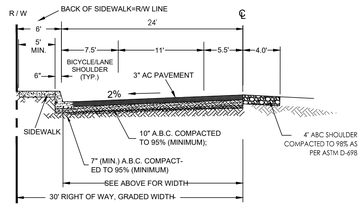
LOCAL TWO LANE STREET

NOTES

1. STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
2. MINIMUM PAVING THICKNESS SHALL BE 3" FOR PLANT HOT MIXED ASPHALT SURFACING OVER 6" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND SIDEWALK.
5. EXTEND AGGREGATE BASE COURSE BENEATH CURB & GUTTER

SAN MARCOS STREET

NTS — AA / 3

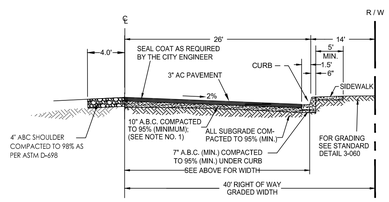


NOTES

1. STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
2. MINIMUM PAVING THICKNESS - 3" FOR PLANT HOT MIX ASPHALT SURFACING OVER 10" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. ALL PAVEMENT MARKING AND RAISED PAVEMENT MARKER MATERIAL MUST BE IN ACCORDANCE WITH A.D.O.T. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
5. FOR STREET RECONSTRUCTION PROJECTS ONLY WHEN DESIGNATED BY THE CITY ENGINEER.

25TH AVENUE / SAN FERNANDO STREET

CITY OF YUMA STD. 2-025 (MODIFIED) NTS — B / 3

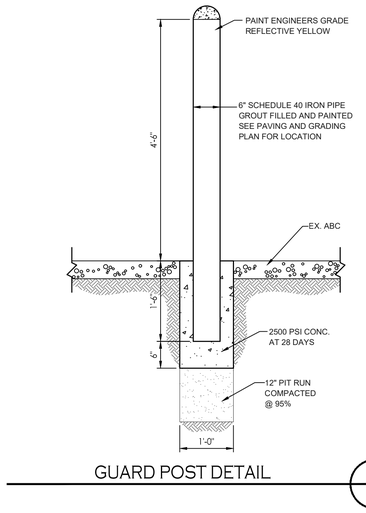


NOTES

1. STRUCTURAL DESIGN OF COMBINED THICKNESS OF BASE AND SURFACE TO BE DETERMINED BY SOILS TEST.
2. MINIMUM PAVING THICKNESS - 3" FOR PLANT HOT MIX ASPHALT SURFACING OVER 10" OF A.B.C. COMPACTED TO 95% (MINIMUM).
3. SIDEWALK LOCATION ADJACENT TO CURB OR AS APPROVED BY THE CITY ENGINEER.
4. ALL PAVEMENT MARKING AND RAISED PAVEMENT MARKER MATERIAL MUST BE IN ACCORDANCE WITH A.D.O.T. MANUAL FOR SIGNING AND MARKING, LATEST EDITION.
5. CASE 1 OR 2 MUST BE USED WHEN THERE ARE DRIVEWAYS ALONG COLLECTOR.
6. CASE 3 MAY BE USED WHEN THERE ARE NO DRIVEWAYS ALONG COLLECTOR.
7. BIKE LANES PROVIDED BUT NOT STRIPED.

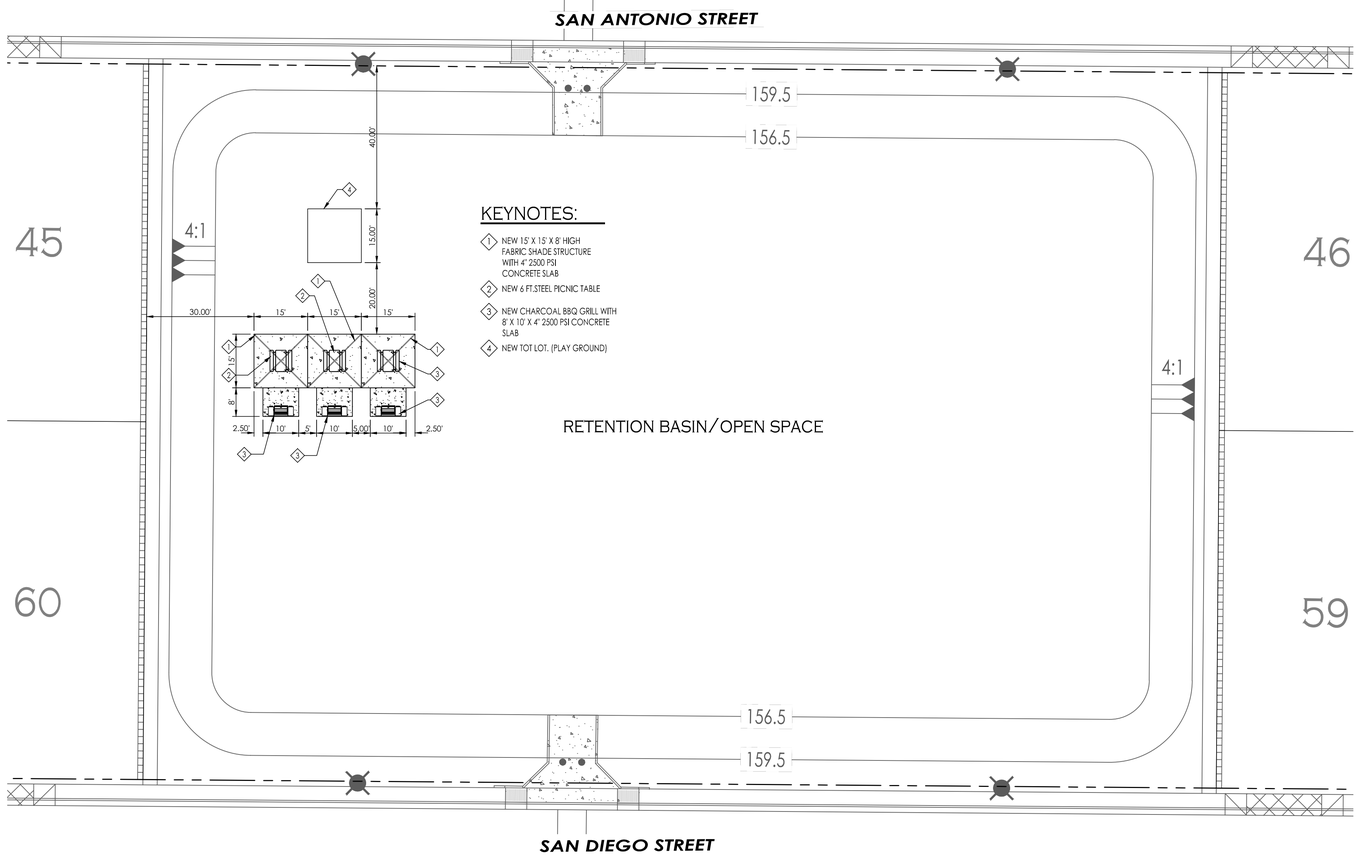
24TH AVENUE

CITY OF YUMA STD. 2-020 (MODIFIED) NTS — C / 3



GUARD POST DETAIL

E / 3



45

46

60

59

RETENTION BASIN AMENITIES

D / 3

UTILITIES WARNING

UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF ENGINEER OF RECORD PRIOR TO PROCEEDING.

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VnV@vegaNvega.com

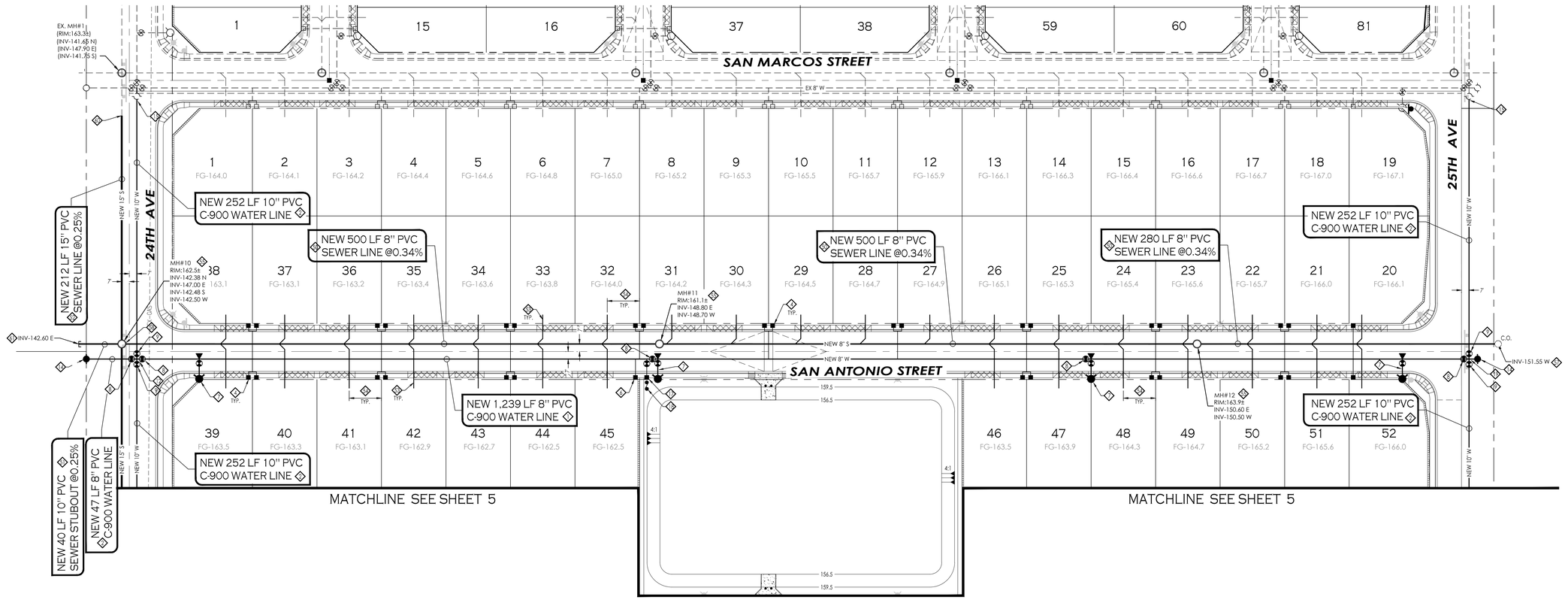
Typical Street Sections ORCHIDEA PARK PHASE 1 SUBDIVISION

Registered Professional Engineer (Civil) CERTIFICATE NO. 50476 Vianey R. Vega Date Signed 9-14-25 Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet 3



LEGEND

163	INDICATES EX. CONTOURS ELEVATION
=EX.=6"=PVC=W=	INDICATES EX. WATER LINE
=EX.=8"=PVC=S=	INDICATES EX. SEWER LINE
MH	INDICATES EXISTING MANHOLE
FH	INDICATES EXISTING FIRE HYDRANT
WM	INDICATES EXISTING WATER METER
WV	INDICATES EXISTING WATER VALVE
50	INDICATES LOT NUMBERS
—NEW—PVC—S—	INDICATES NEW SANITARY SEWER LINE
	NEW SEWER STUB
	NEW SEWER MANHOLE
	NEW SEWER CLEANOUT
	NEW 4" PVC SEWER SERVICE
—NEW—PVC—W—	INDICATES NEW WATER LINE
	NEW SINGLE WATER SERVICE
	FIRE LINE W/ END PLUG AND THRUST BLOCK
	NEW WATER VALVE
	NEW FIRE HYDRANT
	NEW TEMPORARY BLOWOFF VALVE

WATER KEYNOTES:

1. INSTALL 8" WATER MAIN - AS PER C.O.Y. STD. 5-010
2. INSTALL 10" WATER MAIN - AS PER C.O.Y. STD. 5-010
3. NOT USED
4. INSTALL 1" DUAL WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-045 & 5-055
5. NOT USED
6. INSTALL 1" SINGLE WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-035 & 5-055.
7. NEW COMPLETE FIRE HYDRANT AND FIRE HYDRANT STREET MARKERS AS PER C.O.Y. STD. 5-155 & 5-160
8. NEW 8" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
9. NEW 10" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
10. NEW 12" WATER VALVE - AS PER C.O.Y. STD. 5-065, 5-075 & 5-080.
11. NEW 12"x8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
12. NEW 10"x8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
13. NEW 8"x8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
14. NEW WATERMAIN BLOWOFF VALVE - AS PER C.O.Y. STD. 5-085.
15. REMOVE EXISTING CAP AND CONNECT NEW WATER LINE TO EX. WATER SYSTEM. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING WATER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION.
16. NOT USED
17. INSTALL 2" WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-040 & 5-060.
18. INSTALL 2" DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY - AS PER C.O.Y. STD. 5-120
19. NEW 10"x10"x8"x8" CROSS W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025

SEWER KEYNOTES:

1. INSTALL 8" SEWER MAIN - AS PER C.O.Y. STD. 5-010
2. INSTALL 10" SEWER MAIN - AS PER C.O.Y. STD. 5-010
3. INSTALL 15" SEWER MAIN - AS PER C.O.Y. STD. 5-010
4. NEW 4" PVC SEWER SERVICE - AS PER C.O.Y. STD. 6-015.
5. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT. UNLESS NOTED OTHERWISE.
6. NEW POLYMER SANITARY SEWER MANHOLE - AS PER DETAILS (F-5) (F-9)
7. NEW SHALLOW SEWER MANHOLE - AS PER MAG STD. 420 & 422
8. NEW SANITARY SEWER CLEANOUT - AS PER C.O.Y. STD. 6-005
9. NEW TYPE 'A' DROP SEWER CONNECTION - AS PER C.O.Y. STD. 6-055
10. NEW TYPE 'B' DROP SEWER CONNECTION - AS PER C.O.Y. STD. 6-060
11. CONNECT NEW SEWER LINE TO EXISTING SANITARY SEWER STUBOUT. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING SEWER . IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION
12. NEW WATERTIGHT END CAP
13. NOT USED

NOTE:

SEE SHEETS 6, 7 AND 8 FOR SEWER PLAN & PROFILE

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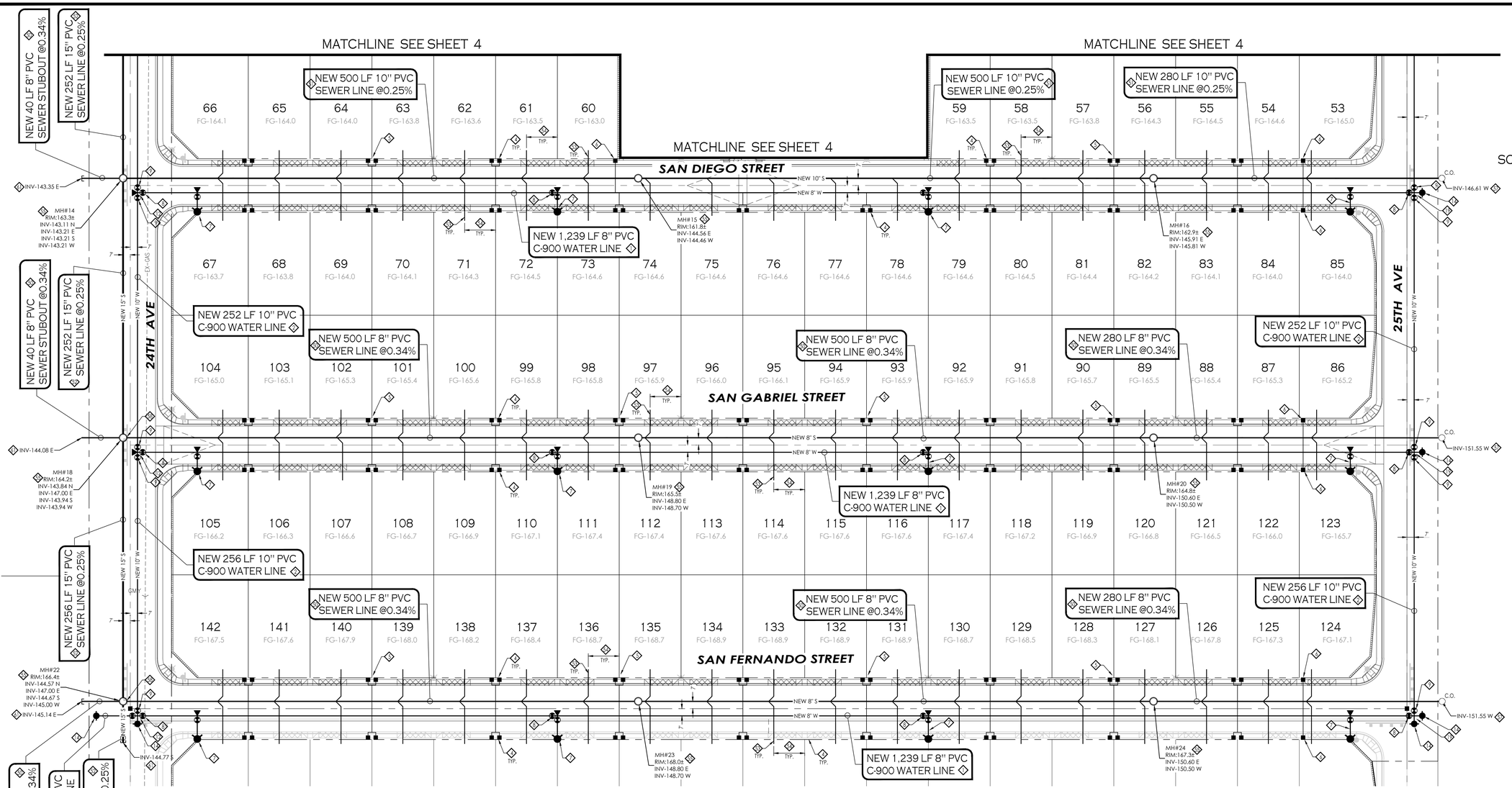
Water & Sewer Plan
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-14-25
Arizona, U.S.A.

Notes:

Scale: N.T.S.	Date: AUG 2025
Drawn: Staff	Job #: VnV23-600
Checked: Vna	

Sheet
4



NORTH

SCALE: 1"=50'

LEGEND

163	INDICATES EX. CONTOURS ELEVATION
=EX.=6"=PVC=W=	INDICATES EX. WATER LINE
=EX.=8"=PVC=S=	INDICATES EX. SEWER LINE
MH	INDICATES EXISTING MANHOLE
FH	INDICATES EXISTING FIRE HYDRANT
WM	INDICATES EXISTING WATER METER
WV	INDICATES EXISTING WATER VALVE
50	INDICATES LOT NUMBERS
—NEW—PVC—S—	INDICATES NEW SANITARY SEWER LINE
	NEW SEWER STUB
	NEW SEWER MANHOLE
	NEW SEWER CLEANOUT
	NEW 4" PVC SEWER SERVICE
—NEW—PVC—W—	INDICATES NEW WATER LINE
	NEW SINGLE WATER SERVICE
	FIRE LINE W/ END PLUG AND THRUST BLOCK
	NEW WATER VALVE
	NEW FIRE HYDRANT
	NEW TEMPORARY BLOWOFF VALVE

WATER KEYNOTES:

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2. INSTALL 10" WATER MAIN - AS PER C.O.Y. STD. 5-010
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11. NEW 12"X8" PVC TEE W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025
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16. NOT USED
17. INSTALL 2" WATER SERVICE (TYP.) - AS PER C.O.Y. STD. 5-040 & 5-060.
18. NOT USED
19. NEW 10"x10"x8"x8" CROSS W/THRUST BLOCK - AS PER C.O.Y. STD. 5-020 & 5-025

SEWER KEYNOTES:

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12. NEW WATERTIGHT END CAP

NOTE:

SEE SHEETS 6, 7 AND 8 FOR SEWER PLAN & PROFILE

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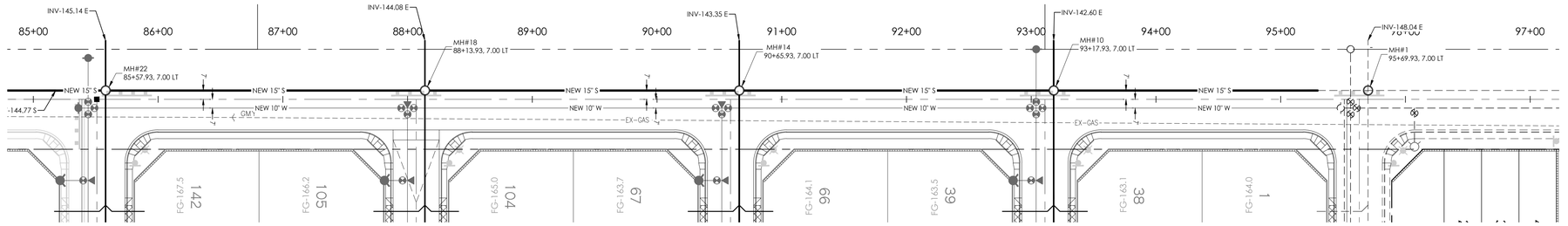
Water & Sewer Plan
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer (Civil)
CERTIFICATE NO.
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Notes:

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Checked: Vna	

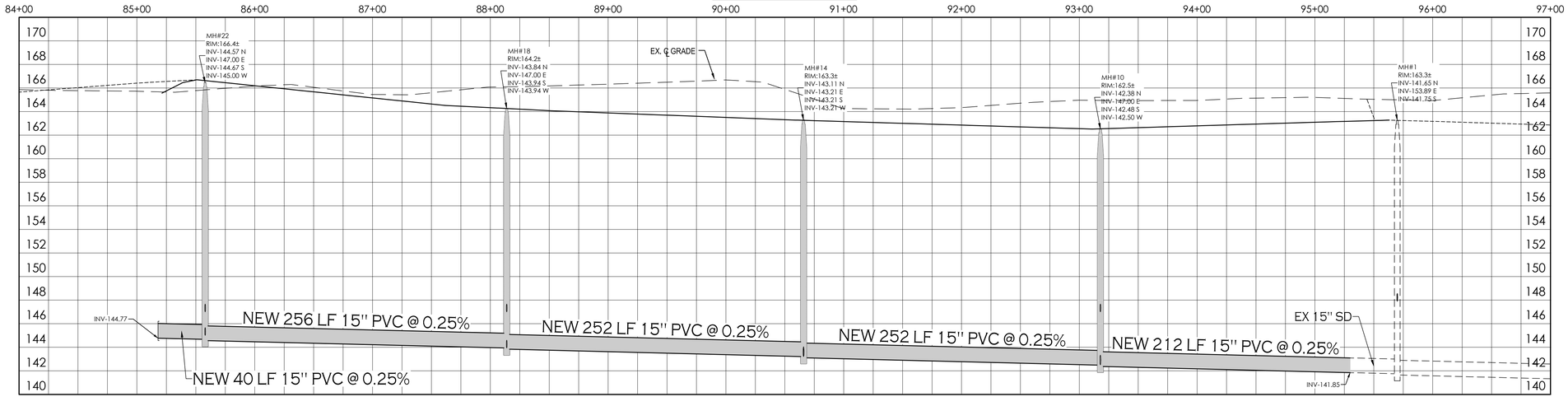
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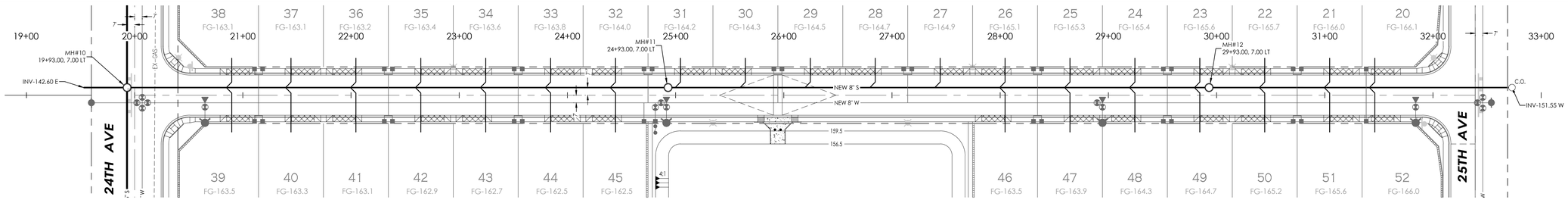


NORTH

SCALE: 1"=50'

24TH AVE PROFILE

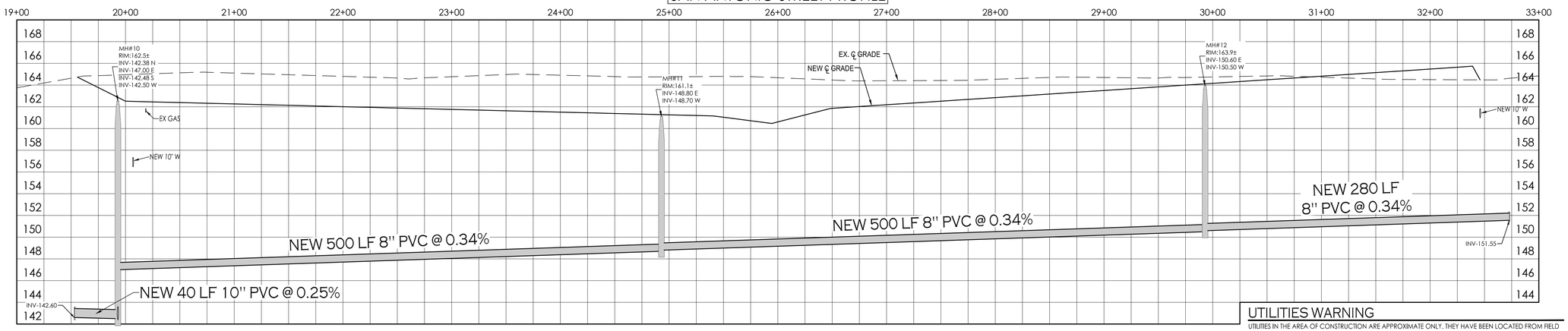




NORTH

SCALE: 1"=50'

SAN ANTONIO STREET PROFILE



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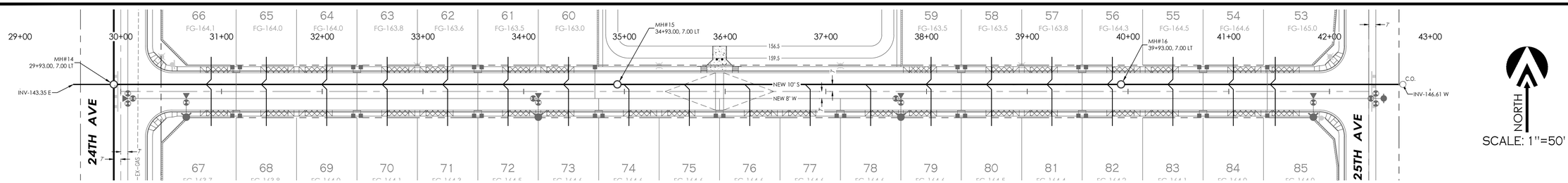
SEWER PLAN & PROFILE
ORCHIDEA PARK
PHASE I SUBDIVISION

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50476
Vianey R.
Vega
Date Signed 9-14-25
Arizona, U.S.A.

Notes:

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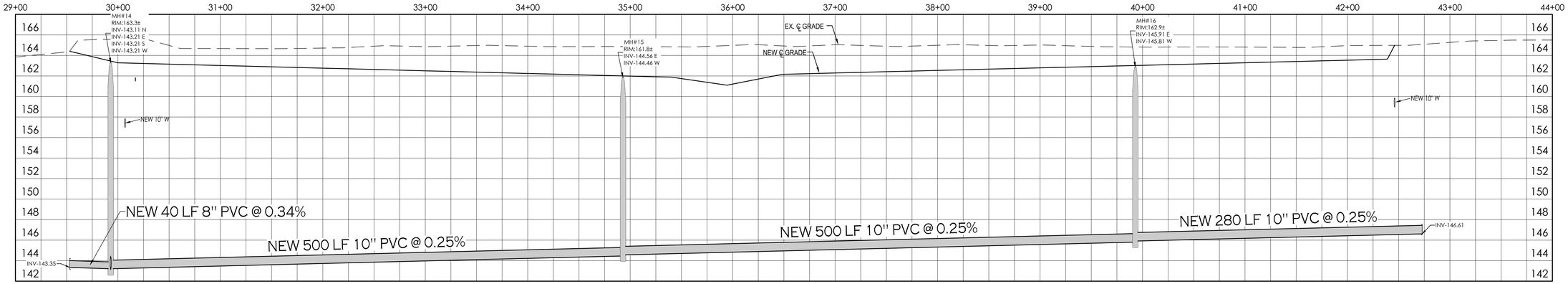
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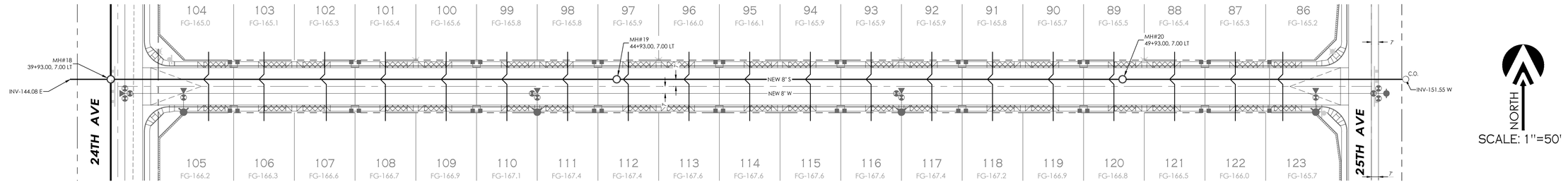


NORTH

SCALE: 1"=50'

SAN DIEGO STREET PROFILE

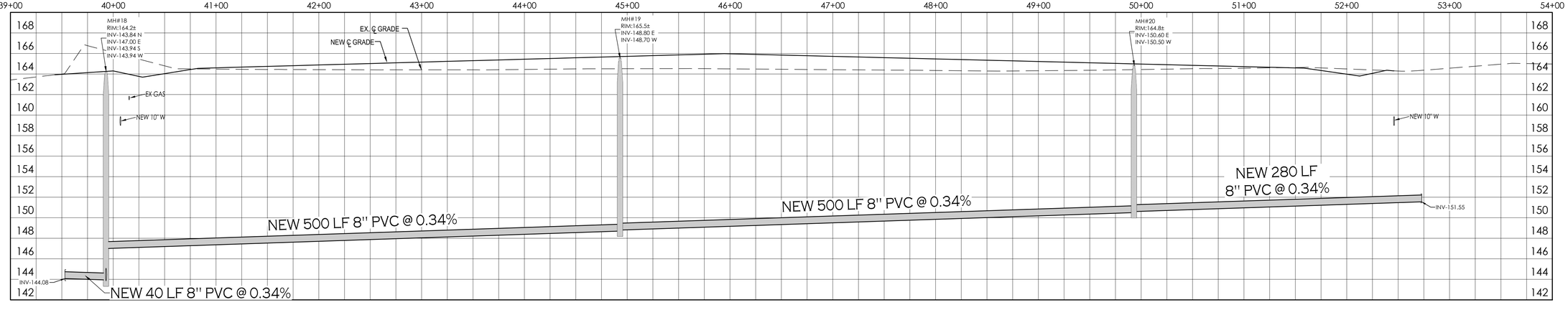




NORTH

SCALE: 1"=50'

SAN GABRIEL STREET PROFILE



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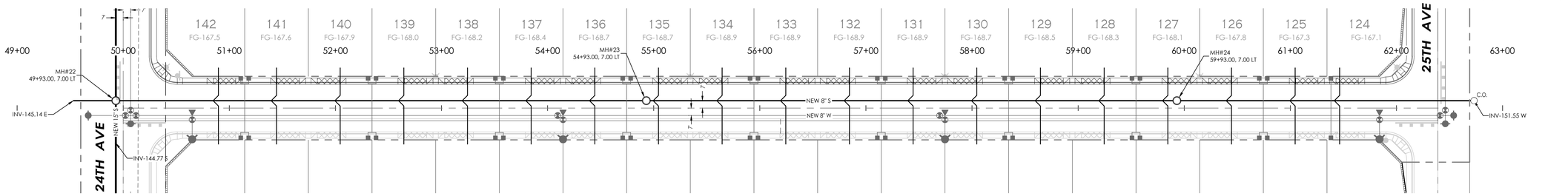
SEWER PLAN & PROFILE
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer Certificate No. 50476 Vianey R. Vega Date Signed 8-14-25 Arizona, U.S.A.

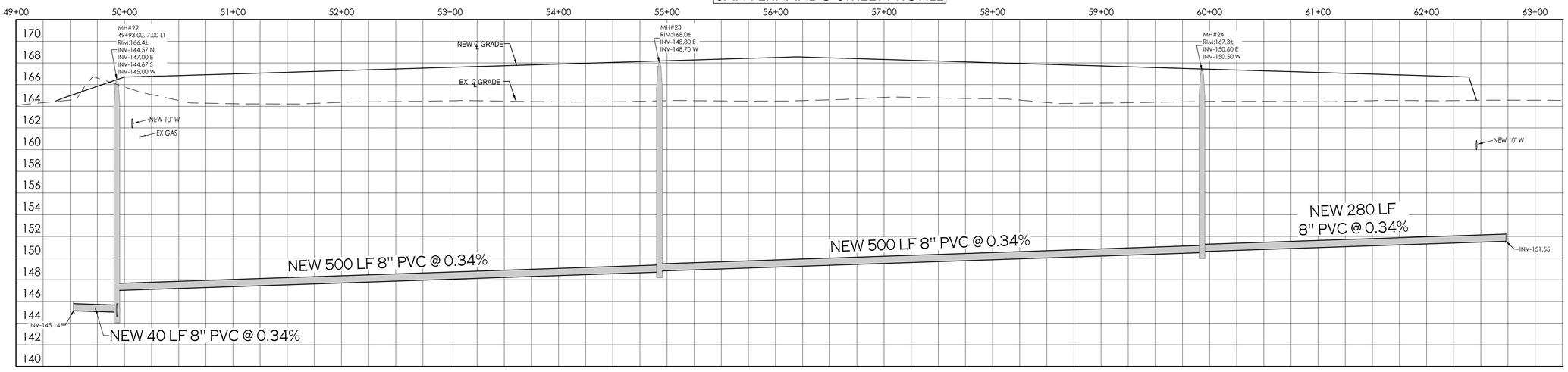
Notes:

Scale: N.T.S.	Date: AUG 2025
Drawn: Staff	Job #: VnV23-600
Checked: Vna	

Sheet
7



SAN FERNANDO STREET PROFILE



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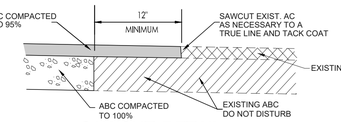
SEWER PLAN & PROFILE
ORCHIDEA PARK
PHASE I SUBDIVISION

Registered Professional Engineer (Civil) CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-14-25
Arizona, U.S.A.

Notes:

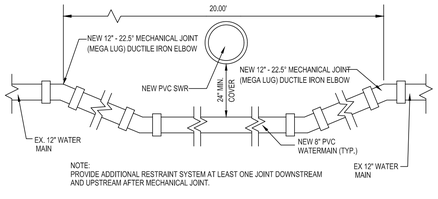
Scale: N.T.S.	Date: AUG 2025
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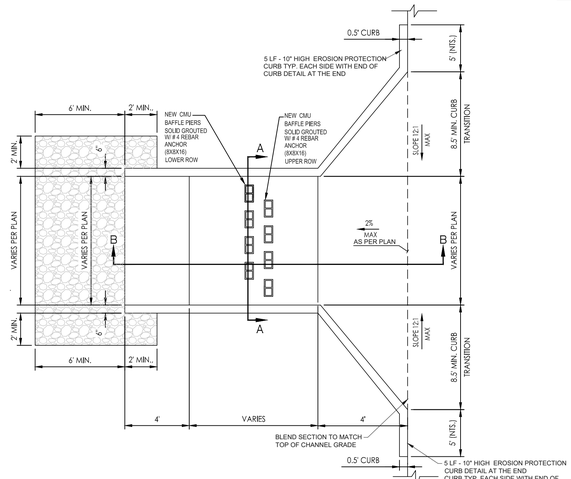
SAWCUT DETAIL

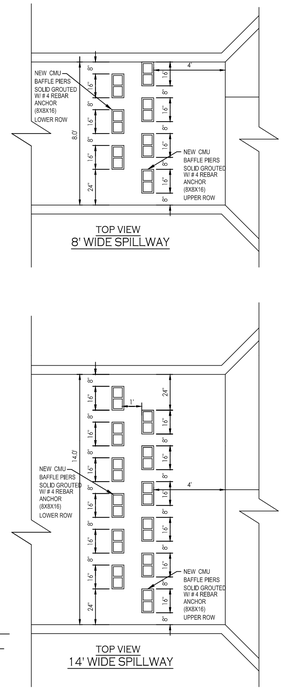
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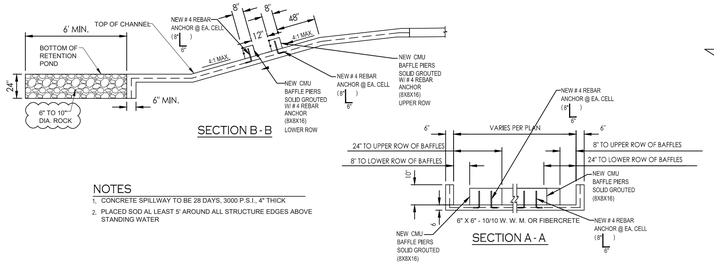


LOWERING DETAIL OF NEW WATER LINE

B 9







SECTION B - B

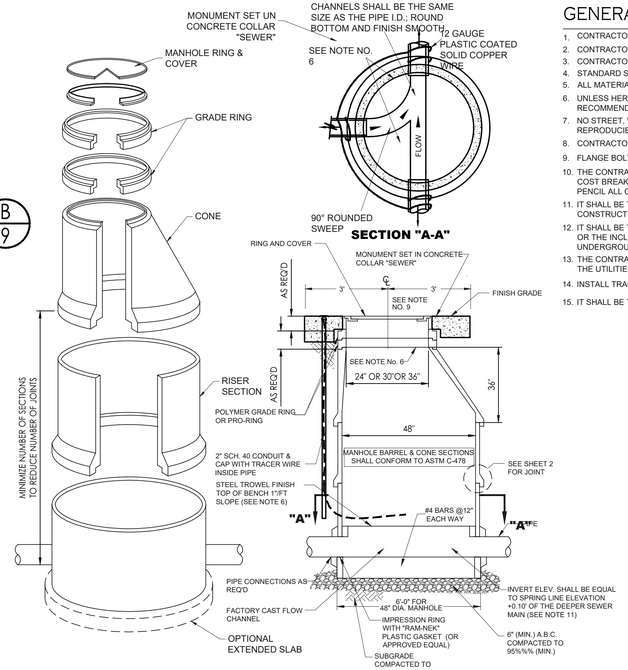
NOTES

1. CONCRETE SPILLWAY TO BE 28 DAYS, 3000 P.S.I., 4" THICK
2. PLACED SOD AL LEAST 5' AROUND ALL STRUCTURE EDGES ABOVE STANDING WATER

SECTION A - A

CONCRETE SPILLWAY

C 9

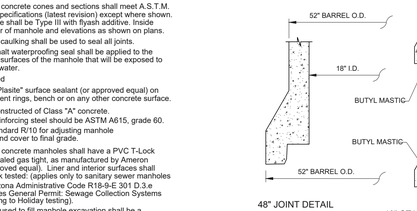


48" POLYMER MANHOLE SPECIFICATIONS				
WALL THICKNESS	AVAILABLE BASE HEIGHTS	AVAILABLE RISER HEIGHTS	WALL WEIGHT/FT	APPROX. WEIGHT 3'BASE
2"	3',4'	1", 2", 3", 4", 5", 6"	300 LBS/FT	3655 LBS

NOTE:
1. ADD 200 LBS TO EACH RISER FOR THE WEIGHT OF BELL.

NOTES

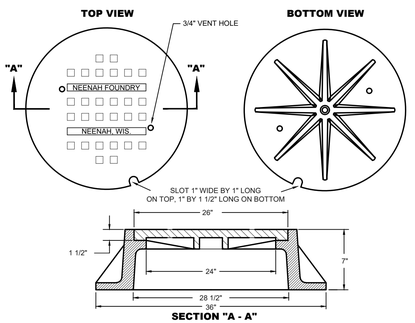
1. Concentric manholes shall be constructed only upon the approval of the City Engineer.
2. Precast concrete cones and sections shall meet A.S.T.M. C-478 specifications (latest revision) except where shown. Concrete shall be Type III with flyash additive. Inside diameter of manhole and elevations as shown on plans.
3. Asphalt caulking shall be used to seal all joints.
4. An asphalt waterproofing seal shall be applied to the exterior surfaces of the manhole that will be exposed to ground water.
5. Not Used
6. Apply "Plasite" surface sealant (or approved equal) on adjustment rings, bench or on any other concrete surface.
7. Base constructed of Class "A" concrete.
8. Base reinforcing steel should be ASTM A615, grade 60.
9. See standard R/10 for adjusting manhole frame and cover to final grade.
10. Precast concrete manholes shall have a PVC T-Lock liner, sealed gas tight, as manufactured by Ameron (or approved equal). Liner and interior surfaces shall be spark tested: (applies only to sanitary sewer manholes see Arizona Administrative Code R18-9-E 301 D.3.e Manholes General Permit: Sewage Collection Systems pertaining to Holiday testing).
11. Backfill used to fill manhole excavation shall be a one sack cement per cubic yard of sand slurry mixture, unless otherwise approved.
12. Grout seal around pipe. Match and apply same protective coating on grout as used on the other exposed concrete surfaces (see Note 6).
13. Special details shall be required for: Manholes greater than 40' in depth,at deflection manholes; for multiple pipe penetrations with at least one pipe greater than 21"; or if sewer main is larger than 48" in diameter. Calculations shall be signed/sealed by a registered professional engineer(AZ license) and submitted to the City Engineer for review & acceptance.
14. The PVC pipe needs to be installed inside the manhole. The top 1/3-1/2 portion of the pipe must be cut off a minimum length of 30" to allow CCT camera access. and to accept flow from lateral piping.



POLYMER MANHOLE SPECIFICATIONS			
I.D.	O.D.	WALL THICKNESS	WEIGHT PER FOOT
48"	52"	2"	300 LB

PRE-CAST CONCRETE MANHOLE

E 9



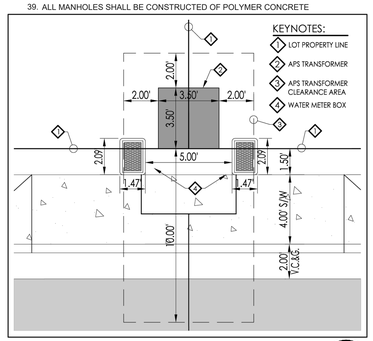
NOTES

1. The top of the cover and frame shall be flush and there shall be 1/8" horizontal clearance all around the frame and cover.
2. All covers shall have the letter "S" cast into it. The letter shall be raised 5/16" and be no less than 2 1/2" high.
3. Covers shall have a minimum of two 3/4" vent holes. Should a manhole be located within 600 feet of an interceptor sewer the vent holes are to be eliminated.
4. Standard manhole covers are the Neenah R-1595, R-1642 or approved equal.

STANDARD MANHOLE COVER

CITY OF YUMA STANDARD # 5-040

F 9



WATER METER DETAIL

G 9

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
3. CONTRACTOR SHALL NOTIFY THE CITY OF SAN LUIS PRIOR TO START OF CONSTRUCTION.
4. STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR TWO YEARS AFTER THE FINAL ACCEPTANCE.
6. UNLESS HEREON REVISED, ALL CONSTRUCTION MATERIALS AND WORK MANSHIP WILL BE IN ACCORDANCE WITH CITY OF SAN LUIS SPECIFICATIONS AND RECOMMENDED DETAILS AND SHALL; WHERE APPLICABLE, BE IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
7. NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS. FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF YUMA PUBLIC WORKS DIRECTION.
8. CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL COUNTY REQUIRED COMPACTION AND CONCRETE TESTS.
9. FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS, TO INCLUDE COST BREAKDOWN FOR WATER. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS, TO INCLUDE SERVICE LOCATIONS.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. OMISSION FROM, OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF, EXISTING UNDERGROUND UTILITIES.
13. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
14. INSTALL TRACER WIRE AS PER CITY OF YUMA STANDARDS
15. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT CONSTRUCTION MATERIAL SUBMITTALS TO CITY OF SAN LUIS FOR REVIEW AND APPROVAL.

WATER AND SEWER NOTES

1. WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
2. ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
3. ALL TEES, 90 DEGREE ELLS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE.
4. WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 235.
5. ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
6. ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
7. TYPES OF TAPPING SLEEVE REQUIRED:
   A. FOR SIZE ON SIZE TAP MUELLER TYPE M.J. ENDS REQUIRED.
   B. FOR SMALLER TAP SIZE THAN THE MAIN SIZE, ONE OF THREE TYPES MAY BE USED:
      A. CLOW "0" RING TYPE.
      B. RICH "0" RING TYPE.
      C. MUELLER M.J. TYPE.
   C. MINIMUM TAPPING SLEEVE LENGTH - 18".
8. ACCEPTABLE VALVE LIST:
   ALL VALVES 12" AND UNDER ARE TO BE RESILIENT WEDGE GATE VALVES. THE FOLLOWING VALVES WILL BE ACCEPTED:
   WATEROUS SERIES 500 RESILIENT
   CLOW RESILIENT WEDGE
   AMERICAN DARLING 80 CSR RESILIENT WEDGE.
9. ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61. 17. IF DEAD ENDS ON
10. IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")
11. DESINFECTION OF WATER LINES IN ACCORDANCE WITH A.D.E.Q. BULLETIN No. 8 OR AWWA C-651-92 OR LATEST VERSION.
12. WATER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
13. ALL MATERIALS THAT COME INTO CONTACT WITH WATER SHALL CONFORM TO ANSI/NSF STANDARD 60 AND 61. PER R18-4-213.A AND B
14. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS DEFINED IN A.A.C. R18-4-504 AND R18-1-101.
15. WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE W/ AWWA C605-94 FOR PVC PIPE. PER ENGINEERING BULLETIN NO. 10, CHAPTER 7.
16. PRIOR TO PLACING THE INSTALLED WATER LINE IN SERVICE, THE NEW PIPE AND EXPOSED SECTIONS AND APPURTENANCES OF EXISTING PIPELINES SHALL BE CLEANED AND DISINFECTED IN ACCORDANCE WITH ANSI/AWWA C651, UNLESS OTHERWISE SPECIFIED. PIPELINES SHALL BE FLUSHED FOLLOWING COMPLETION OF DISINFECTION PROCEDURES. DISPOSAL OR NEUTRALIZATION OF DISINFECTION WATER SHALL COMPLY WITH APPLICABLE REGULATIONS. (REFER TO APPENDIX B OF ANSI/AWWA C651.)
17. WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES. SEPARATION IN ACCORDANCE WITH A.A.C. R18-5-502.C. AND CITY OF YUMA STD. DETAIL 5-005. CONSTRUCT NEW WATER AND SEWER LINES AS PER CITY OF YUMA STD. DETAIL 5-010
18. VERTICALLY AND 6 FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN 6 FEET BELOW A WATER LINE, THE SEWER MAIN SHALL BE ENCASED IN AT LEAST 6 INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR 10 FEET ON EITHER SIDE OF THE WATER MAIN. AS PER AAC-R18-5-502-C.3
19. WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
20. ALL WATER LINES (MAINS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH AS PER CITY OF YUMA STD. DETAIL 5-030
21. TYPES OF TAPPING SLEEVE REQUIRED: SMITH-BLAIR MODEL 662-663 STAINLESS STEEL (6" AND SMALLER: 15" LONG MIN.; LARGER THAN 8":20" LONG MIN.)
22. THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE OWWOM REGIONAL OFFICE.
23. A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
24. FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
25. SEWER MAINS AND SERVICES SHALL BE CLASS 50 CEMENT OR EPOXY LINED DUCTILE IRON PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
   A. SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATERMAIN OR SERVICE;
   B. WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
26. SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
27. SEWER PIPE SHALL BE PVC SDR 35.HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034,
28. SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 180 GAL./IN. DIA./MILE OF PIPE/DAY, PER AAC R18-9-E301.D.2.j
29. EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
30. DEFLECTION TEST OF AT LEAST 100% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED, PER AAC R18-9-E301.D.2.j
31. IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 180 GAL/IN DIA/MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS/HR/VERTICAL FOOT.
32. GRAVITY SEWER LINES MUST BE TESTED FOR LEAKAGE AS PER R18-9-E301.D.2.j.
33. MANHOLES TESTING IS REQUIRED FOR 100% OF MANHOLES ACCORDING TO R18-9-E301.D.3.c.e.& f.
34. FOR CONSTRUCTION AND TESTING OF SEWER LINES REFER TO A.A.C.R18-9-E301-(D)(2).
35. FOR CONSTRUCTION AND TESTING OF SEWER FORCE MAIN REFER TO A.A.C.R18-9-E301-4.
36. MANHOLE TESTING & CONSTRUCTION IS REQUIRED ACCORDING TO A.A.C.R18-9-E30I-3.
37. THE PRESSURE TESTING OF WATERLINES SHALL BE UNDERTAKEN AS FOLLOWS AND IN DESCENDING ORDER OF PRECEDENCE:
   a) ALL VISIBLE LEAKS SHALL BE REPAIRED, REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
   b) INITIAL PRESSURE FOR THE PRESSURE TEST SHALL BE A MINIMUM OF 150 PSI. PRESSURE LOSS DURING TESTING SHALL NOT EXCEED 5 PSI.
   c) A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SECTION 4 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE, EXCEPT NO LEAKAGE TEST WILL BE ALLOWED.

   ALL EQUIPMENT AND PRODUCTS THAT COME INTO CONTACT WITH THE PUBLIC WATER SUPPLY SHALL BE CERTIFIED TO MEET THE NATIONAL SANITATION FOUNDATION STANDARD 61 PER A.A.C. SEC. R18-4-213(B)
38. MATERIALS SHALL BE IN ACCORDANCE WITH THE APPROVED WATER SERVICE COMPONENTS LIST.
39. ALL MANHOLES SHALL BE CONSTRUCTED OF POLYMER CONCRETE

VEGA & VEGA ENGINEERING PLLC
2619 S. AVE. 2½ E. STE#3 YUMA, AZ. 85364
928-329-0000 TEL
920-247-6232 FAX
VnV@vega&vega.com

Details And Water And Sewer Notes

ORCHIDEA PARK PHASE I SUBDIVISION

Registered Professional Engineer Certificate No. 50476 Vianey R. Vega Date Signed 8-14-25 Arizona, U.S.A.

Notes:

Scale: N.T.S. Date: AUG 2025
Drawn: Staff Job #: VnV23-600
Checked: Vna

Sheet 9

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT



NORTH

SCALE: 1"=50'

LEGEND

- W.A. — DESIGNATED WASHOUT AREA - (COY STD. 11-120)
- DC — DUST CONTROL
- SCE — STABILIZED CONSTRUCTION ENTRANCE - (COY STD. 11-075)
- P.S.A — PROTECTED STORAGE AREA (ADJUST LOCATION AS REQUIRED)
- SF — SILT FENCE - (COY STD. 11-080)
- C.I.P. — CURB INLET PROTECTION - (COY STD. 11-115) (GRAVEL BAG, FILTER BAG, ROCK SOCK)
- A.I.P. — AREA INLET DRAIN PROTECTION - (COY STD. 11-115) (GRAVEL BAG, FILTER BAG, ROCK SOCK)
- SW — SEDIMENT WATTLE - (COY STD. 11-085)
- W.Z.S. — WORK ZONE IDENTIFICATION SIGN - (COY STD. 8-045)
- DRAINAGE FLOW ARROWS

KEYNOTES:

1. CONSTRUCT NEW WALL PRIOR TO ANY OTHER CONSTRUCTION. NEW WALL WILL PREVENT STORM WATER TO ENTER OR EXIT SITE.
2. IN LIEU OF CONSTRUCTING NEW WALL PRIOR TO ANY OTHER CONSTRUCTION, THE CONTRACTOR HAS THE OPTION TO CONSTRUCT A NEW BERM

AREA

DISTURBED AREA = 39.21 ACRES

DRAINAGE NOTE

DRAINAGE STORM WATER RUNOFF WILL BE STORED ON NEW RETENTION BASIN LOCATED ON THE WESTERN PART OF THE SITE, AS SHOWN IN THE DRAINAGE REPORT.

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE X DESIGNATION (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE: AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD), COMMUNITY PANEL NUMBER 0402G1134ES DATED AUGUST 28, 2008, WHICH IS THE FLOOD INSURANCE RATE MAP (PANEL NOT PRINTED) FOR THE COMMUNITY IN WHICH THIS PROJECT IS SITUATED

UTILITIES WARNING

UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF ENGINEER OF RECORD PRIOR TO PROCEEDING.

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SWPPP Plan
ORCHIDEA PARK SUBDIVISION
PHASE 1 SUBDIVISION

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-14-25
Arizona U.S.A.

Notes:

Scale: N.T.S.	Date: AUG 2025
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Checked: Vna	

Sheet
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SCALE: 1"=50'

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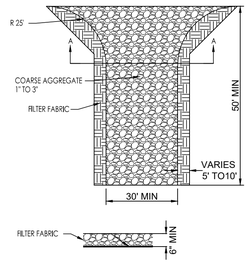
SWPPP Plan
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Professional Engineer Stamp
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50476
Vianey R. Vega
Date Signed 8-1-25
Arizona, U.S.A.

Notes:

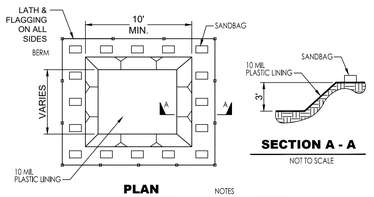
Scale: N.T.S.	Date: AUG 2025
Drawn: Staff	Job #: VnV23-600
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11



SECTION A - A

STABILIZED CONSTRUCTION EXIT/ENTRANCE (SCE)

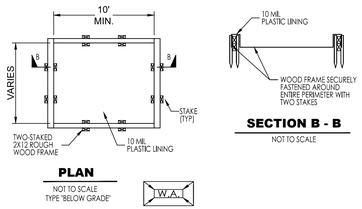


PLAN
NOT TO SCALE
TYPE "BELOW GRADE"

SECTION A - A
NOT TO SCALE

NOTES
1. ACTUAL LAYOUT DETERMINED IN FIELD.

2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



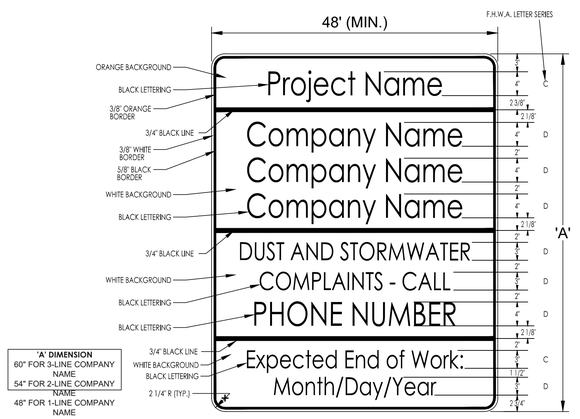
PLAN
NOT TO SCALE
TYPE "BELOW GRADE"

W.A.

SECTION B - B
NOT TO SCALE

CONCRETE WASH AREA (WA)

SIGN WZIS-1



'A' DIMENSION
60" FOR 3-LINE COMPANY NAME
54" FOR 2-LINE COMPANY NAME
48" FOR 1-LINE COMPANY NAME

WORK ZONE IDENTIFICATION SIGN (WZS)

CONSTRUCTION NOTES

1. AFTER PERMITS HAVE BEEN OBTAINED & EROSION CONTROL MEASURES INSTALLED, THE CONTRACTOR SHALL ROUGH GRADE SITE.
2. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING ANY STORM SEWER SYSTEM. ALL INLETS & INLET OPENINGS SHALL BE FULLY ENCIRCLED WITH SILT FENCE DURING AND AFTER CONSTRUCTION OF INLET.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES ESPECIALLY BEFORE ANY PREDICTABLE RAIN.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE; AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE. THIS PLAN IS INTENDED TO BE UPDATED BY A QUALIFIED PERSON AS CONSTRUCTION ACTIVITIES PROCEED. METHODS OF EROSION CONTROL SHALL BE TAKEN FROM "DRAINAGE DESIGN FOR YUMA COUNTY, ARIZONA, VOLUME III EROSION CONTROL".
6. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
12. CONTRACTOR TO IDENTIFY ON PLAN AREAS THAT HAVE REACHED FINAL STABILIZATION.

UTILITIES WARNING

UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF ENGINEER OF RECORD PRIOR TO PROCEEDING.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

VEGA & VEGA ENGINEERING PLLC
2619 S. AVE. 2½ E. STE#3 YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vega&vega.com

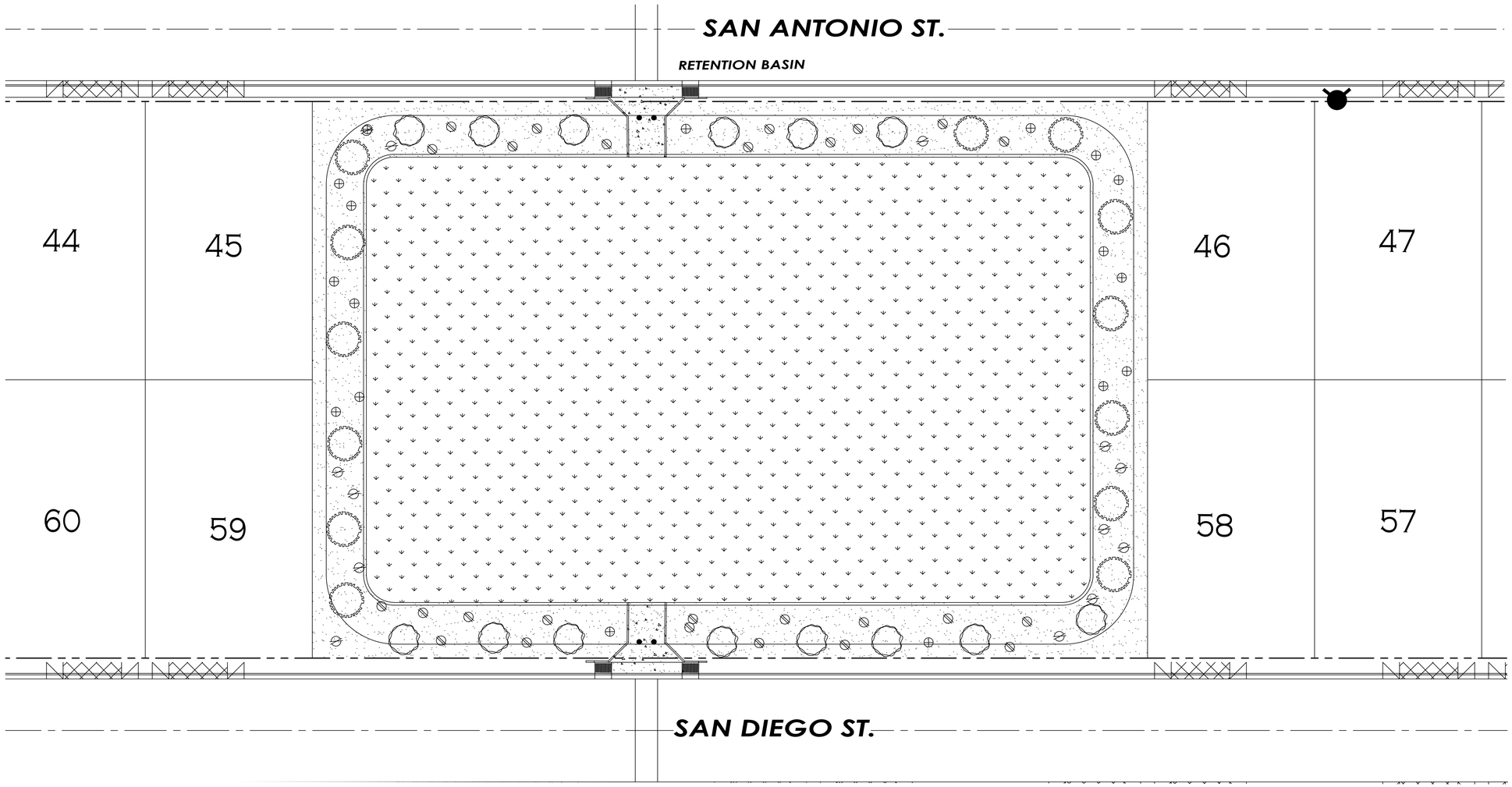
SWPPP Details
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50476
Vianey R. Vega
Date Signed 8-14-25
Arizona U.S.A.

Notes:

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PLANT LEGEND

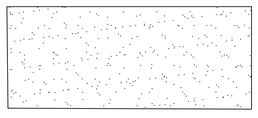
TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	Red Pistach	Pistacia Chnensis	24" box
	Elm	Ulmus Parviflora	24" box
	Live Oak	Cuercus Virginiana	24" box
	Mulga	Acacia Aneura	24" box
	Shoestring Acacia	Acacia Syenophyllia	24" box

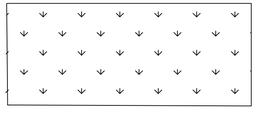
SHRUBS

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	Arizona Yellow Bells	Techoma Stans	5 gallon
	Bird of paradise	Caesalpinia Gilliesii	5 gallon
	Red yucca	Hesperaloe Parviflora	5 gallon
	Lagmans Sage	Leucophyllum Lagmaniae	5 gallon
	Yellow Mound Lantana	Lantana Camara	5 gallon
	Choral Fountain	Russelia Equoiseformis	5 gallon
	Rosemary	RosmarInus Tuscon Blue	5 gallon

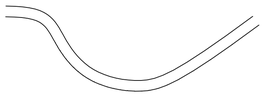
GROUND COVER/HARDSCAPES



3/4" Yuma White d.g.



Seeded Turf



6" X 6" Concrete Curb

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YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vegaNvega.com

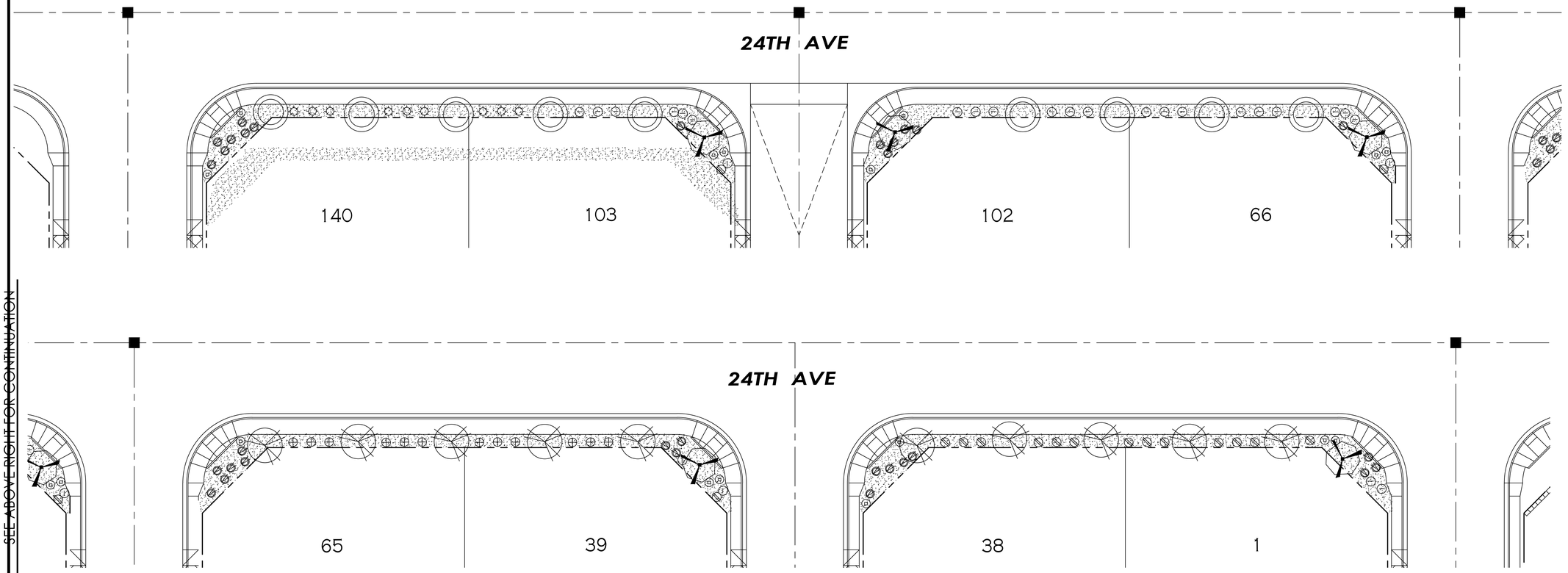
RETENTION LANDSCAPING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Landscaping

Notes:

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Drawn: Staff | Job #: VnV23-600
Checked:

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PLANT LEGEND

TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	Red Pistach	Pistacia Chnensis	24" box
	Elm	Ulmus Parviflora	24" box
	Live Oak	Cuercus Virginiana	24" box
	Mulga	Acacia Aneura	24" box
	Shoestring Acacia	Acacia Syenophyllia	24" box

SHRUBS

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	Yellow Mound Lantana	Lantana Camara	5 gallon
	Choral Fountain	Russelia Equoiseformis	5 gallon
	Rosemary	RosmarInus Tuscon Blue	5 gallon

GROUND COVER/HARDSCAPES

	3/4" Yuma White d.g.
	Seeded Turf

NORTH

SCALE: 1"=20'

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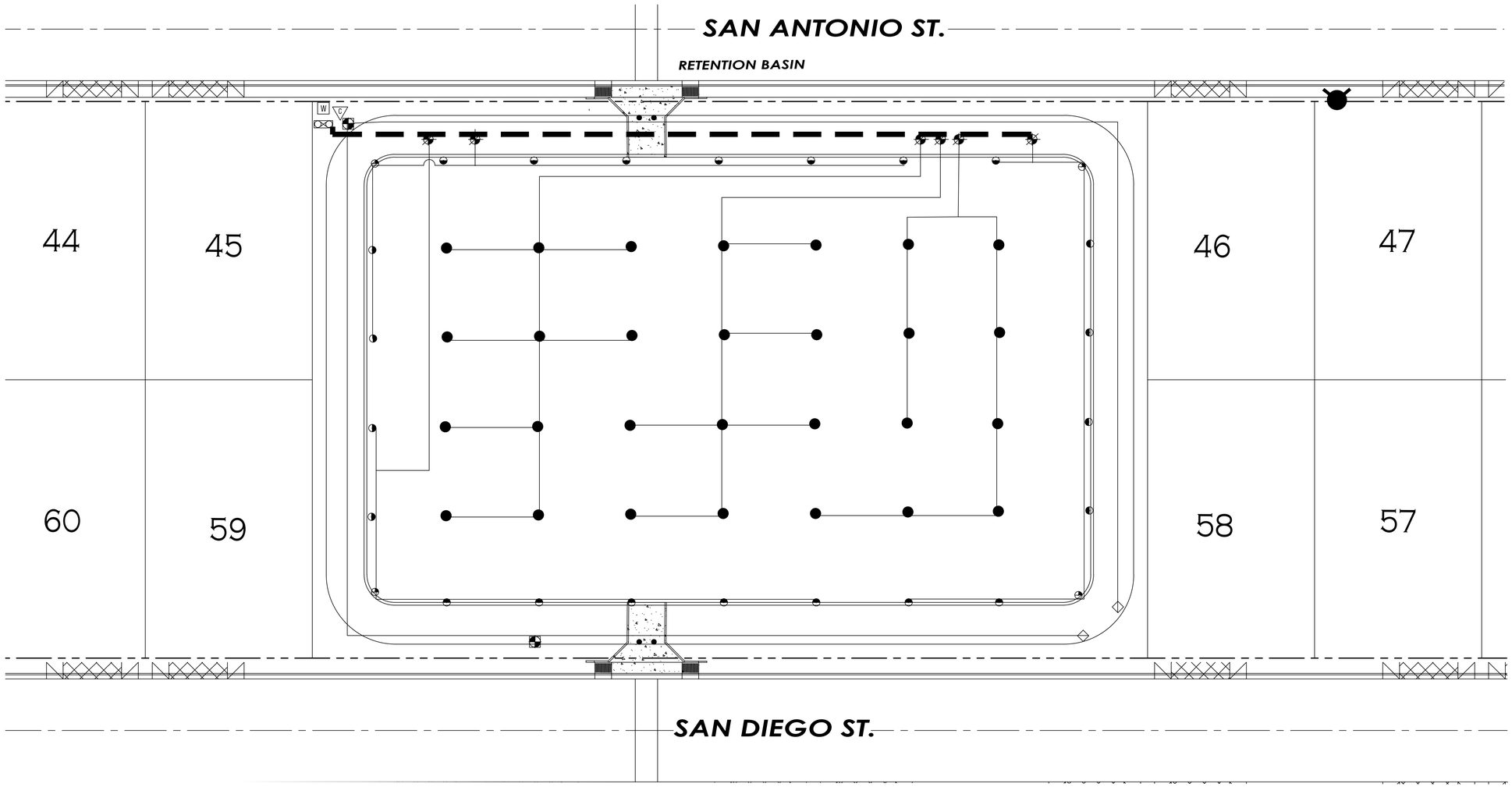
24TH. AVE. LANDSCAPING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Landscaping

Notes:

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NORTH

SCALE: 1"=20'

IRRIGATION

	DESCRIPTION	MANUFACTURER	MODEL
W	WATER METER(FIELD VERIFY LOCATION)	BY OTHERS (SEE CIVIL)	2" LANDSCAPE
	BACK FLOW PREVENTER WITH ENCLOSURE	FEBCO GAURDSHACK	PVB 2" WITH SLAB
C	CONTROLLER	HUNTER (solar)	XC HIBRID 18 STA
	MAIN LINE GATE VALVE,	NIBCO	2"
	ELECTRIC CONTROL VALVE	HUNTER	ICV-2"
	DRIP VALVE ASSEMBLY	HUNTER	PVC
	PVC BALL VALVE	SPEARS	SCH 40
	ELECTRIC VALVE	HUNTER	ICV-1"
	VALVE BOX	CARSON	STANDARD
	FILTER	RAINBIRD	PRB100-200
	REGULATOR	RAINBIRD	30 PSI
	FLUSH VALVE END OF 3/4' LATERAL	SPEARS OR EQUAL	MHT-3/4"
	2" PVC MAINLINE	SCH 40	
	PVC SLEEVE	2 X PIPE SIZE	
	PVC DRIP LATERAL	3/4" 200	
	PVC SPRINKLER LATERAL	3/4" THROUGH 11/2" CL 200	

- HUNTER PGP FULL SPRINKLER HEAD BLUE # 3 NOZ 38' @ 3 GPM WITH .4 PRECIP
- HUNTER PGP ADJ(180-HALF) SPRINKLER HEAD BLUE # 3 NOZ 38' @ 3 GPM WITH .4 PRECIP
- HUNTER PGP ADJ (90-QUARTER) SPRINKLER HEAD BLUE # 1.5 NOZ 38' @ 1.5 GPM WITH .25 PRECIP

IRRIGATION NOTES

IRRIGATION NOTES

1. CONTRACTOR RESPONSIBLE FOR FULL AND EFFICIENT COVERAGE
2. VERIFY PRESSURE BEFORE LAY OUT
3. MINIMUM PRESSURE 60 PSI AT MAIN LINE
4. VALVE LOCATIONS ARE ONLY APPROXIMATE
5. DRIP VALVES NOT TO EXCEED 5 GPM LAWN VALVES NOT TO EXCEED 30 GPM
6. DRAWN FOR CLARITY ALL IRRIGATION TO BE INSTALLED IN LANDSCAPE AREA
7. ALL SLEEVES ARE SCH 40
8. ALL SLEEVES TO HAVE 18" COVER MINIMUM
9. IF BACKFILL MATERIAL HAS DEBRIS LARGER THAN 1" SHADE WITH MORTAR SAND 6" ABOVE 6" BELOW PIPE SEE PIPE AND SLEEVING DETAILS D-10
10. IF PROPER PRESSURE IS NOT AVAILABLE NOTIFY OWNERS REPRESENTATIVE BEFORE ANY WORK IS STARTED
11. HEAD AND VALVE PLACEMENT ARE ONLY DIAGRMATIC FIELD VERIFY ALL LOCATIONS ON PLANS
12. FULL AND HALF HEADS TO BE VALVED SEPARATELY FIELD VERIFY ALL LOCATIONS. DO NOT EXCEED 25 GPM PER VALVE

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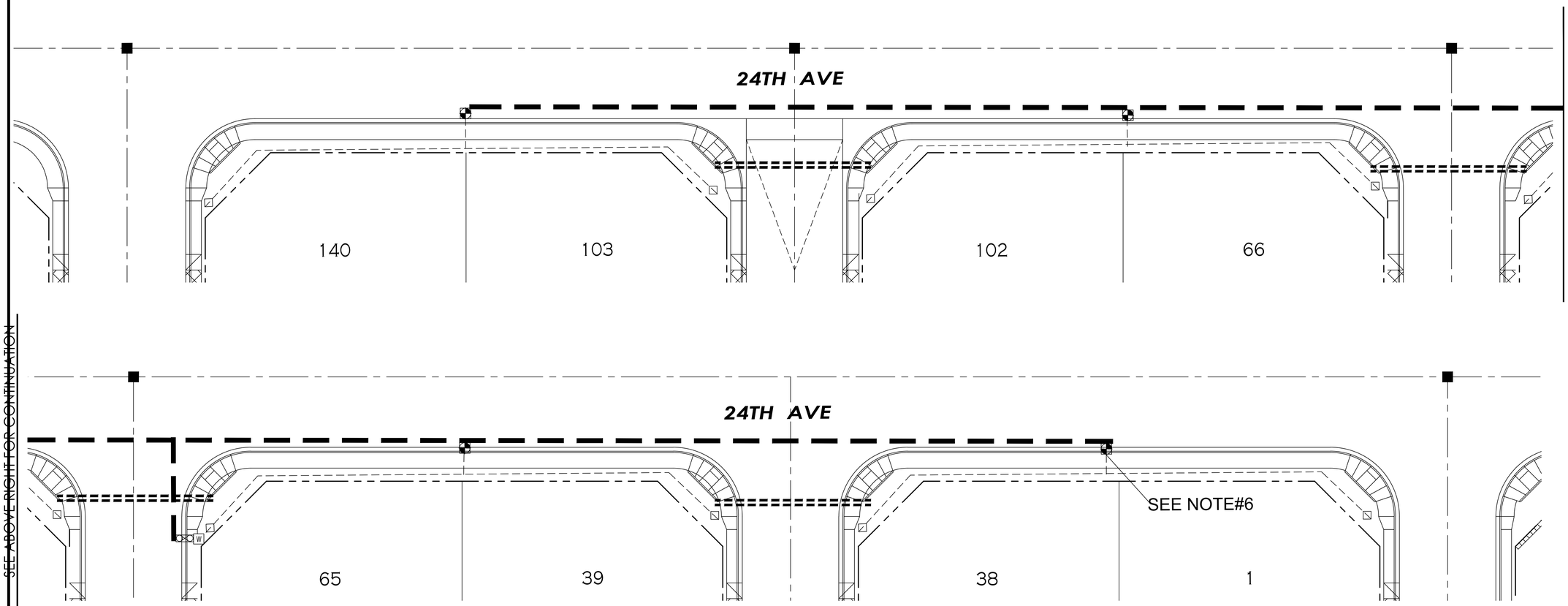
RETENTION LANDSCAPING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Irrigation

Notes:

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IRRIGATION

	DESCRIPTION	MANUFACTURER	MODEL
W	WATER METER(FIELD VERIFY LOCATION)	BY OTHERS	1" LANDSCAPE
	BACK FLOW PREVENTER WITH ENCLOSURE	FEBCO GAURDSHACK	PVB 1" WITH SLAB
	CONTROLLER	HUNTER (solar)	XC HIBRID 9 STA
	MAIN LINE GATE VALVE,	NIBCO	1"
	DRIP VALVE ASSEMBLY	HUNTER	1"PVC
	PVC BALL VALVE	SPEARS	SCH 40
	ELECTRIC VALVE	HUNTER	ICV-1"
	VALVE BOX	CARSON	STANDARD
	FILTER	RAINBIRD	PRB100-200
	REGULATOR	RAINBIRD	30 PSI
	FLUSH VALVE END OF 3/4' LATERAL	SPEARS OR EQUAL	MHT-3/4"
	1" PVC MAINLINE	SCH 40	
	PVC SLEEVE	2 X PIPE SIZE	
	PVC DRIP LATERAL	1" 200	

IRRIGATION NOTES

IRRIGATION NOTES

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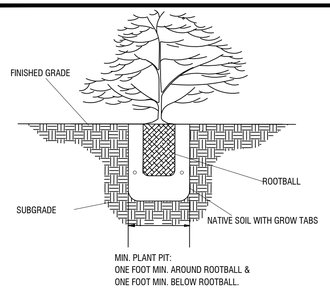
24TH. AVE. LANDSCAPING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

Irrigation

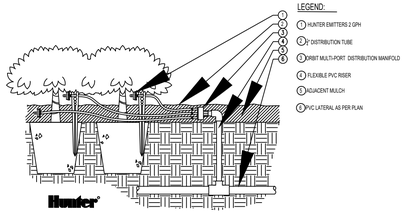
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Drawn: Staff | Job #: VnV23-600
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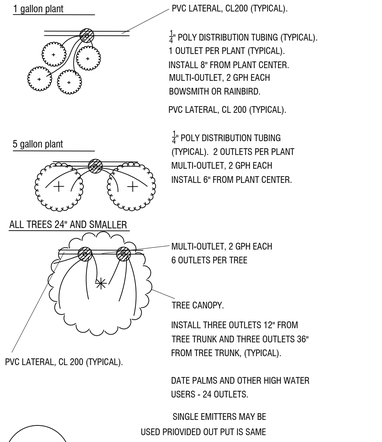
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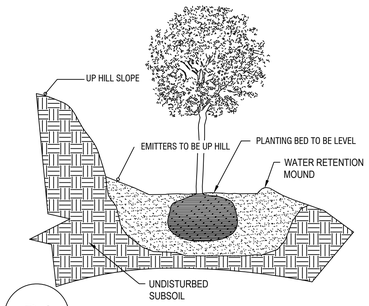
D1 SHRUB PLANTING



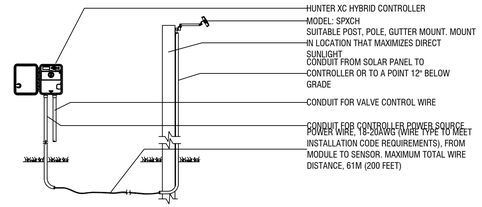
D2 MULIT-PORT MANIFOLD



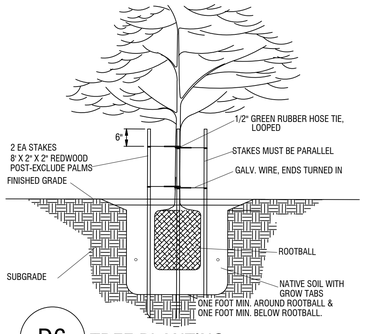
D3 EMITTER PLACEMENT



D4 PLANTED ON SLOPE

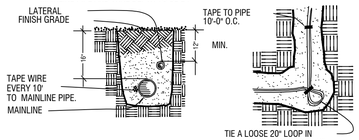


D5 SOLAR PANEL FOR XC HYBRID
Hunter IRRIGATION DETAIL



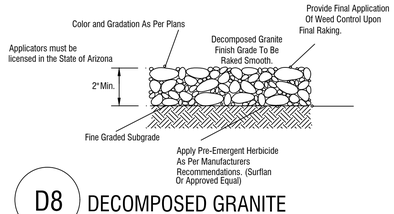
D6 TREE PLANTING

NOTE:
- WIRE SHALL BE INSTALLED PER LOCAL CODE.
- TRENCHES TO BE COMPACTED TO MATCH ADJACENT DENSITIES.
- SITE LIGHTING MAY USE COMMON TRENCH.
- MAINLINE PIPE AND WIRE DEPTH TO BE 24"

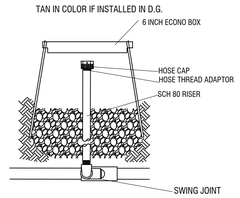


WHEN ROCKY SOILS ARE ENCOUNTERED, CONTRACTOR SHALL REMOVE ALL ROCK OR DEBRIS GREATER THAN 1" DIA. FROM TRENCHES AND BED PIPE IN SCREENED MATERIAL, ¼" MINUS DECOMOSED GRANITE OR SAND TO PROTECT PIPE AND WIRING (8" MINIMUM DEPTH).

D7 PIPE AND WIRE TRENCHING



D8 DECOMPOSED GRANITE



D9 FLUSH OUT

size (pipe)	class	gpm	sleeve size
1/2"	SCH 40	0-5	2"
3/4"	SCH 40	6-10	2"
1"	SCH 40	11-15	2"
1-1/4"	SCH 40	16-25	3"
1-1/2"	SCH 40	26-35	3"
2"	SCH 40	36-50	4"
2-1/2"	CL160	51-75	6"
3"	CL160	76-100	6"
4"	CL160	101-190	10"
WIRING	SCH 40	1-26 WIRES	2" MIN.

ALL MAINLINE FITTINGS 3" AND LARGER SHALL BE DUCTILE IRON, ALL OTHER MAINLINE FITTINGS SHALL BE SCH. 40.

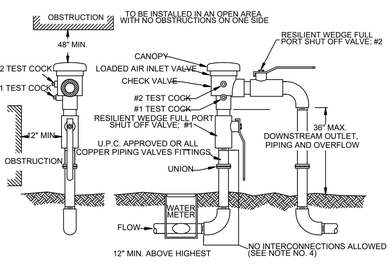
ALL MAINLINE INTERSECTIONS (45 , 90 , ECT.) SHALL HAVE THRUST BLOCKS PER MANUFACTURER'S RECOMMENDATIONS. USE MECHANICAL FITTINGS ON TEES, FOR 3" AND LARGER MAINLINE.

SLEEVE SIZE IS FOR SINGLE PIPE RUNS.

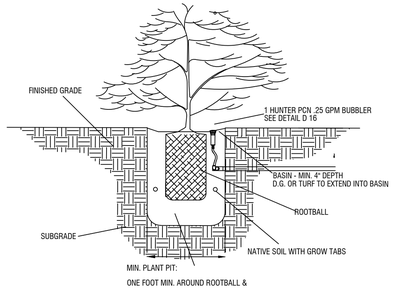
SLEEVE ALL WIRE SEPERATE FROM WATER LINES, UNDER PAVING.

ALL SOLVENT WELD MAINLINE FITTINGS SHALL BE SCHEDULE 40.

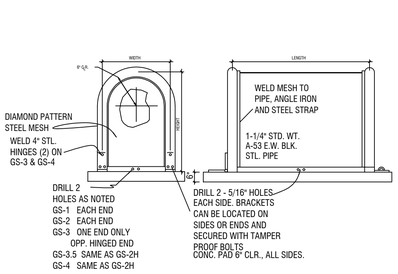
D10 PIPE AND SLEEVE SIZING



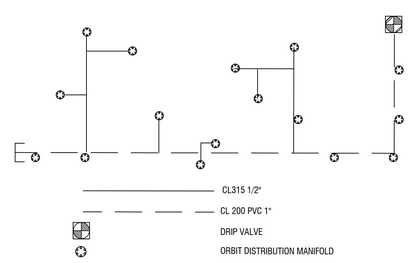
D11 TREE IRRIGATION DETAIL



D12 GARDSHACK ENCLOSURE



D13 IRRIGATION WIRE CONNECTIONS

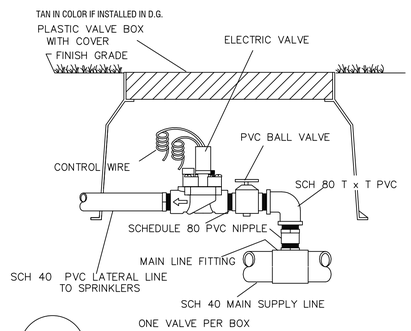


D14 EMITTER PVC PIPE LAY OUT

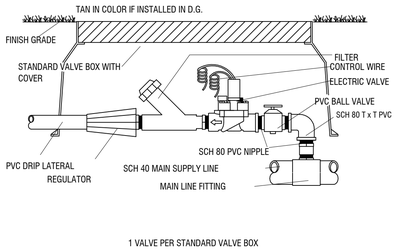
NOTES

1. A permit is required before installing or replacing a backflow assembly. Permits are obtained at the Department of Community Development.
2. A list of approved backflow assemblies are available from the , Utilities Department Pretreatment
3. The P.V.B. shall be installed outside, above ground, as close to the water meter as possible. The P.V.B. shall be located on private property unless otherwise authorized.
4. There shall be no other piping connected to the piping between the water meter and the backflow assembly except for parallel assembly installations.
5. Installations shall meet all current uniform plumbing codes in addition to the City building codes.
6. Installations shall be left exposed until inspected and approved by the City.
7. If this unit is installed to serve a retention basin, this unit shall be placed a minimum of 12" (36" maximum) above the flood rim of the retention basin.
8. Protective cages are optional and will meet clearance, access and drainage requirements.
9. It is recommended that backflow assemblies be protected from the elements. Care shall be taken to ensure that the protection does not hinder the assembly's operation.
10. All backflow units are to be tested by a certified professional prior to final approval. Backflow units shall be tested on an annual basis.
11. The installation of a pressure vacuum breaker assembly can cause a closed system. Consult with the City Building Official for pressure relief valves, thermal expansion or other needed requirements.
12. P.V.B.'s may be maintained under constant pressure and have shutoff valves downstream but there shall be no means of imposing back pressure on the P.V.B. from any other source.
13. P.V.B.'s shall only be approved for irrigation system service protection unless otherwise authorized.

D15 PRESSURE VACUME BREAKER



D16 TURF VALVE



1 VALVE PER STANDARD VALVE BOX

D17 DRIP VALVE

CALL TWO WORKING DAYS
1-800-STAKE-IT

VEGA & VEGA ENGINEERING PLC
2619 S. AVE. 2½ E. STE#3
YUMA, AZ. 85364
928-329-0000 TEL
928-247-6232 FAX
VnV@vegaNvega.com

24TH. AVE. LANDSCAPING PLAN
ORCHIDEA PARK
PHASE I SUBDIVISION

INSTILLATION DETAILS

Notes:

Scale: N.T.S. | Date: APR 2024
Drawn: Staff | Job #: VnV23-600
Checked:

Sheet
L1.5

IRRIGATION NOTES

1. CONTRACTOR TO FIELD VERIFY DRAWINGS PRIOR TO ANY INSTALLATION OR ORDERING OF MATERIALS AND NOTIFY SOUTHWEST DREAMWORKS OF ANY DISCREPANCIES BETWEEN DRAWINGS AND SITE. IF CONTRACTOR FAILS TO NOTIFY SOUTHWEST DREAMWORKS, HE ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATIONS TO THE SYSTEM.

2. ALL MATERIALS USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURE'S SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE DESIGNER.

3. IRRIGATION SYSTEM HAS BEEN DESIGNED FOR A STATIC WATER PRESSURE OF 70 PSI.

4. CONTRACTOR TO FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY CONSULT SOUTHWEST DREAMWORKS OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT HE ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.

5. CONTRACTOM WILL NOTIFY SOUTHWEST DREAMWORKS IF BOOSTER PUMP IS NEEDED

6. 120 VOLT SERVICE BY ELECTRICAL CONTRACTOR. IRRIGATION CONTRACTOR RESPONSIBLE FOR POWER CONNECTION TO CONTROLLER.

7. ALL CONTROL WIRES TO BE RED, ALL COMMON WIRES TO BE WHITE UNLESS NOTED ON PLANS. ONE SET OF CONTROLLER KEYS TO BE GIVEN TO OWNER.

8. ALL 24 VOLT WIRE SHALL BE #14 UFL, DIRECT BURIAL, SOLID COPPER.

9. IRRIGATION CONTRACTOR RESPONSIBLE FOR ALL LANDSCAPE SLEEVING. CONTRACTOR TO COORDINATE SLEEVING INSTALLATION OF CONCRETE FLATWORK AND PAVING. ALL SLEEVES TO BE EXTENDED AT LEAST 1' BEYOND CONCRETE STRUCTURES.

10. ALL HARDSCAPE 5'-0" OR WIDER TO BE SLEEVED.

11. CONTRACTOR SHALL INSTALL ALL PIPING AND WIRING UNDER PAVED AREAS IN SLEEVES AS SHOWN ON PLANS. ALL WIRE SHALL BE SLEEVED SEPARATELY FROM PIPING.

12. IRRIGATION CONTRACTOR TO VERIFY EXISTING SLEEVES (SHOWN ON IRRIGATION PLAN) INSTALLED BY OTHER CONTRACTORS. COORDINATE INSTALLATION OF ADDITIONAL SLEEVES WITH GENERAL CONTRACTOR.

13. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPED AREAS (SOME LINES AND EQUIPMENT ARE SCHEMATIC ONLY).

14. LOCATE VALVE BOXES IN DECOMPOSED GRANITE NOT IN TURF, ADJACENT TO WALKWAYS AND CURBS WHENEVER POSSIBLE.

15. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND EDGE OF ROOTBALL, WITHIN PLANT BASIN. UNLESS NOTED ON PLANS

16. EMITTERS TO BE PLACED ON UP HILL SIDE OF PLANTS ON SLOPED PLANTING AREAS.

17. PRIOR TO OWNER APPROVAL, CONTRACTOR SHALL COMPLETE THE FOLLOWING: ALL IRRIGATION HEADS TO BE ADJUSTED TO THE PROPER HEIGHT. ALL SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED TO ACHIEVE PROPER COVERAGE. AVOID SPRAY ON ALL HARDSCAPE AND STRUCTURES.

18. IRRIGATION CONTRACTOR SHALL PROVIDE 100% HEAD TO HEAD COVERAGE IN ALL TURF AREAS AT NO ADDITIONAL COST TO THE OWNER. FIELD ADJUST HEAD LOCATIONS AS REQUIRED. ACTUAL SITE CONDITIONS MAY VARY FROM DRAWINGS AND NECESSITATE ADJUSTMENT OF HEAD LAYOUT, AREA, NOZZLE OR QUANTITIES OF HEADS.

19. CONTRACTOR SHALL ADJUST THE PERFORMANCE OF THE IRRIGATION SYSTEM FOR OPTIMUM PLANT GROWTH BASED ON ACTUAL SITE CONDITIONS, INCLUDING SOIL TYPES, SLOPE OR OTHER VARIABLES THAT MAY DEVIATE FROM PROJECT PLANS. CONTACT SOUTHWEST DREAMWORKS OF ANY DISCREPANCIES BETWEEN PROJECT PLANS AND ACTUAL SITE CONDITION PRIOR TO INSTALLATION.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE INSTALLATION OF THE FULLY AUTOMATED IRRIGATION SYSTEM PRIOR TO STARTING PLANTING. IF THE IRRIGATION SYSTEM IS INTERRUPTED FOR ANY REASON THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTINUE MANUAL WATERING OF ALL PLANT MATERIAL UNTIL THE IRRIGATION SYSTEM IS FULLY OPERATIVE.

21. THE CONTRACTOR SHALL PROVIDE, INSTALL AND HAVE TESTED ALL CONNECTIONS 20. DOWN STREAM OF THE WATER METER AND BACKFLOW PREVENTER.

22. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPING NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL IRRIGATION SYSTEM INCLUDING ALL SUB-LATERAL PIPING TO EACH PLANT EMITTER AS SPECIFIED AND DETAILED WHETHER OR NOT PIPING IS SHOWN ON PLANS.

23. REFER TO GENERAL CONSTRUCTION NOTES ON COVER SHEET FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION. POSSIBLE ALL ELECTRIC CONTROL VALVES TO BE LOCATED IN SERIES ALONG THE MAIN WATERLINE. ALL VALVES WILL BE IN HEAVY DUTY PLASTIC VALVE BOXES W/LIDS RAISED TO FINISH GRADE. ALL ELECTRIC VALVES SHALL BE BELOW THE SURFACE MIN. 6".

24. ALL SUBMITTALS MUST BE APPROVED BE FOR CONSTRUCTION BEGINS

LANDSCAPE NOTES

1. LANDSCAPE AREAS ARE DEFINED AS ALL NON-PAVED AREAS DISTURBED BY THIS PHASE OF CONSTRUCTION. SLIGHT VARIATIONS MAY EXIST BETWEEN ON-SITE CONDITIONS AND DRAWINGS. CONTRACTOR SHALL ADJUST PLANTING LAYOUT ONLY AS REQUIRED TO MAINTAIN PLANT QUANTITIES AND DESIGN INTENT.

2. THE OWNER'S REPRESENTATIVE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.

3. LOCATE PLANTS AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, AND LIGHT FIXTURES.

4. ALL PLANT MATERIAL SHALL MEET A.N.A. SPECIFICATIONS. THE LANDSCAPE DESIGNER OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE.

5. DOUBLE STAKE ALL SUPPLEMENTAL BOX TREES OUTSIDE ROOTBALL, SEE TREE STAKING DETAIL.

6. TREES SHALL BE A MINIMUM OF 4' FROM CURB , SHRUBS SHALL BE 3' OR MORE AWAY FROM CURBS OR WALKS. REFER TO PLANS AND MAINTAIN SHRUB MASSINGS AS SHOWN AWAY FROM HARDSCAPE.

7. PLANT LOCATIONS SHALL BE FLAGGED OR STAKED FOR REVIEW PRIOR TO STARTING IRRIGATION OR PLANTING EXCAVATION. MINOR RELOCATION'S SHALL BE MADE AT THIS TIME TO AVOID UNSUITABLE CONDITIONS.

8. NATIVE GRANULAR SOILS SHALL BE FINE GRADED AS TOPDRESSING AND RAKED UNIFORMLY ALONG CURBS, WALKS AND WALLS.

9. CONTRACTOR SHALL APPLY PRE-EMERGENT HERBICIDE (TREFLANS OR APPROVED EQUAL) IN ALL AREAS NOT CONTAINING BERMUDA GRASS, PER MANUFACTURERS RECOMMENDATION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO APPLICATION OF HERBICIDE.

10. ALL PLANTING SHALL CONFORM TO THE HEIGHT REQUIREMENTS SPECIFIED FOR SIGHT VISIBILITY TRIANGLES. REFER TO C.O./ STANDARDS FOR SPECIFIED REQUIREMENTS. WHERE MULTIPLE JURISDICTION EXIST, THE MOST RESTRICTIVE SHALL APPLY.

11. GRADE NOTED ON LANDSCAPE PLAN TO BE FIELD VERIFIED/APPROVED BY OWNER'S REPRESENTATIVE BEFORE LANDSCAPE BEGINS CONSTRUCTION.

12. FEATHER AND BLEND GRADE BETWEEN CONSTRUCTION AND NATIVE AREAS FOR SMOOTH TRANSITION.

13, REVIEW SALVAGE NATIVE PLANT MATERIAL INVENTORY PRIOR TO BEGINNING WORK TO VERIFY RESPONSIBILITY OF RELOCATION AND WARRANTY.

14. SAGUARO SHALL BE PLANTED TO THEIR ORIGINAL SOLAR ORIENTATION WITH (2) DRIP EMITTERS (SEE DETAIL). SAGUARO SHALL BE PLANTED STRAIGHT AND DEEP ENOUGH TO REQUIRE NO BRACING. RETURN TAGS TO OWNER.

15. NATIVE SALVAGED SAGUAROS SHALL BE PROTECTED FROM INJURY DURING TRANSPLANT AND SHALL BE WARRANTED FOR 6 MONTHS FROM FINAL ACCEPTANCE.

16. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS

17. REFER TO GENERAL CONSTRUCTION NOTES BELOW FOR ADDITIONAL CONSIDERATIONS THAT RELATE TO SCOPE OF WORK WITHIN THIS SECTION.

18. HYDROSEED GRASS FOR NORMAL APPLICATION WITH TACKIFIER AND PAPER MULCH. A BRYLION TYPE SEEDER MAY BE USED. SEED 3LBS/ 1,000 SQ. FT. OF HYBRID BERMUDA. IF PLANTING OCCURS BETWEEN OCTOBER 1, AND MAY 1, USE 15 POUNDS OF WINTER RYE SEED/ 1,000 SQ. FT. FOR FOR SMALLER AREAS HAND RAKE AND COVER WITH 1/2" MULCH USE A GOOD PRE PLANT FERTILIZER, (16-20-20)

19. LANDSCAPE CONTRACTOR SHALL SUBMIT PHOTOS OF ALL TREES FOR APPROVAL BY LANDSCAPE DESIGNER PRIOR TO DELIVERY.

MAINTENANCE AND GUARANTEE

1. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE DESIGNER OR OWNER'S REPRESENTATIVE FOUR (4) DAYS PRIOR TO COMPLETING IMPROVEMENTS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO REQUEST AN INSPECTION FOR SUBSTANTIAL COMPLETION. LANDSCAPE DESIGNER OR OWNER'S REP. SHALL PREPARE PUNCHLIST OF ALL WORK REQUIRING CORRECTION. MAINTENANCE PERIOD TO BEGIN WHEN ALL PUNCHLIST ITEMS ARE CORRECTED.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPE AREA FOR 60 CALENDAR DAYS OR AS SPECIFIED BY CONTRACT. MAINTENANCE INCLUDES ADJUSTING WATER SCHEDULES, WEEDING, REMOVING DEBRIS FROM LANDSCAPE, RAKING, SPRAYING, FERTILIZING, TRIMMING, OR OTHER OPERATIONS ESSENTIAL FOR CARE, UPKEEP AND PROJECT APPEARANCE.

3. CONTRACTOR SHALL NOTIFY OWNER A MINIMUM OF ONE (1) WEEK PRIOR TO MAINTENANCE PERIOD END TO RESOLVE ANY OUTSTANDING ISSUES. A FINAL INSPECTION SHALL OCCUR TO REVIEW THE PROJECT AND ISSUE A FINAL ACCEPTANCE. (PROVIDE 7 DAYS NOTICE).

4. PLANTS NOT IN HEALTHY CONDITION THROUGHOUT THE WARRANTY PERIOD SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.

5. PROVIDE ONE YEAR(FROM ACCEPTANCE DATE) WARRANTY FOR THE IRRIGATION SYSTEM.

CALL TWO WORKING DAYS
1-800-STAKE-IT

VEGA & VEGA ENGINEERING PLC
2619 S. AVE. 2½ E. STE#3 YUMA, AZ. 85364
928-329-0000 TEL 928-247-6232 FAX
VnV@vegaNvega.com

24TH. AVE. LANDSCAPING PLAN
ORCHIDEA PARK
PHASE 1 SUBDIVISION

INSTRUCTIONS & NOTES

Notes:

Scale: N.T.S. | Date: APR 2024
Drawn: Staff | Job #: VnV23-600
Checked:

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City of San Luis
Development Services Department
Planning & Zoning · GIS · Building Safety · Code Enforcement

August 21, 2025

Vianey Vega
Vega & Vega Engineering, P.L.C.
2619 S Ave. 2½ E, Ste #3
Yuma, AZ 85364

Re: Subdivision Case No. 2024-0578F Orchidea Park Phase 1 Subdivision

City staff has reviewed the 4th Submittal final plat of Orchidea Park Phase 1 Subdivision and have the following comments:

Planning and Zoning Division

Paving and grading

1. Street section for 25th Avenue remove "Bicycle Lane", this half street will be a 2 way traffic street until adjacent phase develops.

City Engineer

1. The subdivision improvement plans seem to reference the City of Yuma 2019 construction standards. However, there seems to also reference some details from the City of Yuma 2009 constructions standards (ex. Std No. 3-060 in sheet 3). The City has the 2009 standards adopted. Suggest adding a general note to the plans stating which construction standards are used in lieu of revising all standard no's on all key notes.

Public Works Department

1. Sewer cleanouts should be replaced with manholes. If cleanouts are considered temporary, advise time frame as to when they will be replaced with manholes and design might be considered adequate. Otherwise, engineer's cost estimate should include cost of manholes as well as assurances.

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.
If you have any questions on these comments, please contact the Development Services Department at 928-341-8563 extension 2064.

Thank you,

Juan Tejeda
Associate Planner

WHEN RECORDED, MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

CONFORMED COPY
2025-02745 RESOLUTION
02/05/2025 11:34:06 AM Pages: 44 Fees: $15.00
Requested By:SAN LUIS CITY CLERK

David Lara County Recorder, YUMA County AZ



The above area is to be reserved for recording information.

****

CAPTION HEADING:

RESOLUTION

Resolution No. 2350
Authorizing and directing the entering into a Development Agreement between the City of San Luis, Arizona, with Von Verde Partners LLC, Somerton School District No. 11, and Yuma Union High School District No. 70 for the development of property located between Avenue E and D and between County 24th Street and County 24 ½ Street

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2350

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA, WITH VON VERDE PARTNERS LLC, SOMERTON SCHOOL DISTRICT NO. 11, AND YUMA UNION HIGH SCHOOL DISTRICT NO. 70 FOR THE DEVELOPMENT OF PROPERTY LOCATED BETWEEN AVENUE E AND D AND BETWEEN COUNTY 24TH STREET AND COUNTY 24 ½ STREET.

WHEREAS, Von Verde Partners, Somerton School District No. 11, and Yuma Union High School District No. 70; Owner, desires to enter into a development agreement for Orchidea Development project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. §9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

APPROVED:

Nieves G. Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit A

to

Resolution No. 2350

Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered into as of _____, 202__ ("**Effective Date**"), by and between the CITY OF SAN LUIS, an Arizona municipal corporation (hereinafter referred to as "**City**"), VON VERDE PARTNERS L.L.C., an Arizona limited liability company (hereinafter referred to as "**Developer**"), SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona (the "**Somerton School District**"), and YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona (the "**High School District**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

A. The property that is the subject of this Agreement is approximately 320 acres of vacant real property in the City of San Luis, Yuma County, which is legally described in **Exhibit A** attached hereto (the "**Property**"). The Property consists of the following site areas, as depicted in the Conceptual Parcel Map in **Exhibit B** (each a "Parcel" and collectively the "Parcels"):

i. Parcel 1
ii. Parcel 2
iii. Parcel A
iv. Parcel B
v. Parcel C
vi. Parcel D
vii. Parcel E
viii. Parcel F
ix. Parcel G
x. Parcel H
xi. Parcel I
xii. Parcel J

B. Developer is the owner of each Parcel that makes up the Property, except as follows: (i) the Somerton School District owns a portion of Parcel B consisting of approximately 8.68 acres, as legally described in **Exhibit C** (the "**Somerton School District Parcel**"); and (ii) the High School District owns all of Parcel D, as legally described in **Exhibit D** (the "**High School District Parcel**").

C. Developer desires to develop the Property it owns with a master-planned residential community (featuring a variety of residential product types, including single-family and multi-family) alongside supporting commercial development (the "**Project**"). The Somerton School District and High School District desire to develop and operate their respective schools and related school facilities within the Property.

D. The Parties desire to enter into this Agreement to accommodate the orderly development of the Property in multiple phases and to establish certain infrastructure obligations related to the development of each Phase (hereinafter defined) of the Project.

E. The City hereby acknowledges and agrees that significant benefits will accrue to the City from development of the Project by Developer, including, without limitation, development that results in orderly growth in the City, promotes additional economic development, and will increase housing choices and introduce new housing in the City.

F. The Parties hereto acknowledge that this Agreement constitutes a "**Development Agreement**" within the meaning of Arizona Revised Statutes ("A.R.S.") § 9-500.05, and that, in accordance therewith, it shall be recorded against the interest of City and Developer in the Property, in the Office of the Yuma County Recorder to give notice to all persons of its existence.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, the Parties agree as set forth below:

AGREEMENT

ARTICLE I
DEFINITIONS

In addition to any words or terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1 "**Agreement**" means this Development Agreement, together with all Exhibits referred to herein, all as may be amended from time to time in accordance with the terms and conditions hereof.

1.2 "**Approvals**" is defined in Section 4.4.

1.3 "**Conceptual Parcel Map**" is defined in Recital A and attached hereto as Exhibit B.

1.4 "**Conceptual Roadway Master Plan**" is attached hereto as Exhibit G.

1.5 "**Conceptual Sewer Master Plan**" is attached hereto as Exhibit E.

1.6 "**Conceptual Water Master Plan**" is attached hereto as Exhibit F.

1.7 "**Default**" is defined in Section 12.1.

1.8 "**Developer**" means Von Verde Partners L.L.C., an Arizona limited liability company.

1.9 "**Final Plat**" is defined in Section 5.2.

1.10 "**High School District**" means YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona

1.11 "**High School District Parcel**" is defined in Recital B.

1.12 "**Initial Lot Split**" is defined in Section 5.6.

1.13 "**Master Infrastructure Plans**" is defined in Section 5.3.

1.14 "**Master Preliminary Plat**" is defined in Section 5.1.

1.15 "**Master Roadway Infrastructure Plan**" is defined in Section 5.3.3.

1.16 "**Master Wastewater Infrastructure Plans**" is defined in Section 5.3.1.

1.17 "**Master Water Infrastructure Plan**" is defined in Section 5.3.2.

1.18 "**Offsite Infrastructure Improvements**" is defined in Section 5.3.4.

1.19 "**Offsites Phasing Plan**" is defined in Section 4.2.

1.20 "**Parcel**" is defined in Recital A.

1.21 "**Parcel 1**" is identified in the Conceptual Parcel Map in Exhibit B.

1.22 "**Parcel 1 Offsite Infrastructure Improvements**" is defined in Section 6.2.

1.23 "**Parcel 1 Roadway Improvements**" is defined in Section 6.2.3.

1.24 "**Parcel 1 Sewer Main Extension**" is defined in Section 6.2.1.

1.25 "**Parcel 1 Water Main Extension**" is defined in Section 6.2.2.

1.26 "**Parcel 2**" is identified in the Conceptual Parcel Map in Exhibit B.

1.27 "**Parcel 2 Offsite Infrastructure Improvements**" is defined in Section 6.3.

1.28 "**Parcel 2 Roadway Improvements**" is defined in Section 6.3.3.

1.29 "**Parcel 2 Sewer Main Extension**" is defined in Section 6.3.1.

1.30 "**Parcel 2 Water Main Extension**" is defined in Section 6.3.2.

1.31 "**Parcel A**" is identified in the Conceptual Parcel Map in Exhibit B.

1.32 "**Parcel B**" is identified in the Conceptual Parcel Map in Exhibit B.

1.33 "**Parcel C**" is identified in the Conceptual Parcel Map in Exhibit B.

1.34 "**Parcel D**" is identified in the Conceptual Parcel Map in Exhibit B.

1.35 "**Parcel E**" is identified in the Conceptual Parcel Map in Exhibit B.

1.36 "**Parcel E Offsite Infrastructure Improvements**" is defined in Section 6.4.

1.37 "**Parcel E Roadway Improvements**" is defined in Section 6.4.3.

1.38 "**Parcel E Sewer Main Extension**" is defined in Section 6.4.1.

1.39 "**Parcel E Water Main Extension**" is defined in Section 6.4.2.

1.40 "**Parcel F**" is identified in the Conceptual Parcel Map in Exhibit B.

1.41 "**Parcel G**" is identified in the Conceptual Parcel Map in Exhibit B.

1.42 "**Parcel H**" is identified in the Conceptual Parcel Map in Exhibit B.

1.43 "**Parcel I**" is identified in the Conceptual Parcel Map in Exhibit B.

1.44 "**Parcel J**" is identified in the Conceptual Parcel Map in Exhibit B.

1.45 "**Parcel Owner**" is defined in Section 4.3.

1.46 "**Phase**" is defined in Section 4.2.

1.47 "**Project**" is defined in Recital C.

1.48 "**Property**" is defined in Recital A and attached hereto as Exhibit A.

1.49 "**Replat**" is defined in Section 5.2.

1.50 "**Rezone Application**" is defined in Section 3.1.

1.51 "**Somerton School District**" means SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona.

1.52 "**School Exchange Agreement**" is defined in Section 11.2.

1.53 "**Somerton School District Parcel**" is defined in Recital B.

1.54 "**Termination Date**" is defined in Section 2.1.

1.55 "**Trunk Wastewater Infrastructure Improvements**" is defined in Section 7.1.

1.56 "**Trunk Water Infrastructure Improvements**" is defined in Section 8.1.

ARTICLE II
THE AGREEMENT

2.1 **Duration of Development Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on the date which is fifteen (15) years after the Effective Date (the "**Termination Date**"). No notice of such termination is or shall be required.

ARTICLE III
ZONING

3.1 Existing Zoning; Zoning Amendments. The Property is currently zoned R1-6 (Single Residence Zoning District – Medium Density), R-2 (Multiple Residence Zoning District – Medium-High Density Residential), R-3 (Multiple Residence Zoning District – High Density Residential) and C-2 (Community Commercial). Developer and any Parcel Owner, at any time, may submit a request to the City to rezone any portion of the Property to accommodate the development of the Property by Developer or a Parcel Owner (each, a "**Rezone Application**"). If a Rezone Application is submitted, the Developer or Parcel Owner who submitted the Rezone Application will prepare and provide to the City all necessary application materials needed for the City to process the Rezone Application and place the Rezone Application on a City Council agenda for decision, and the City shall use good faith efforts to place such Rezone Application on a City Council agenda. Any decision regarding such application shall be subject to the sole discretion of the City Council.

ARTICLE IV
PROJECT / DEVELOPMENT OF THE PROPERTY

4.1 Project Regulation of Development. The Property shall be developed in accordance with this Agreement and all applicable regulations and development requirements of the City, including provision of adequate financial assurances, in effect at the time of development for each Phase, except for the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City). In developing the Offsite Infrastructure Improvements adequate financial assurances shall be posted. Permitted uses on the Property shall be in accordance with the underlying zoning for the Property, subject to any subsequent rezoning or modified entitlements approved by the City for the Property. Notwithstanding the foregoing, nothing in this Agreement shall in any way affect the applicability or inapplicability of zoning regulations to public school uses under State law. Developer and Parties agree that public and charter schools are subject to building regulations. With respect to the Offsite Infrastructure Improvements only, this Agreement governs and controls over conflicting ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

4.2 Phasing. The Property shall be developed in multiple phases. Each Parcel identified on the Conceptual Parcel Map in **Exhibit B** constitutes a development "**Phase**." To accommodate the orderly construction of public infrastructure improvements (including wastewater, water, and roadway infrastructure improvements as set forth in this Agreement) needed to serve the entire Property upon full buildout, the Property shall be developed in the following sequence:

1.	Parcel 1 shall be developed prior to any other Phase.

2.	Following the construction completion of the Parcel 1 Offsite Infrastructure Improvements, the following Phases may be developed:	Parcel 2
3.	Following the construction of the Parcel 2 Offsite Infrastructure Improvements, the following Phases may be developed (in any order), except as provided in Section 4.2.1 below:	Parcel A Parcel B Parcel C Parcel E Parcel F
4.	Following the construction completion of the Parcel E Offsite Infrastructure Improvements, the following Phases may be developed (in any order), except as provided in Section 4.2.1 below:	Parcel D Parcel G Parcel H Parcel I Parcel J

In the event that Parcels are developed other than in accordance with the sequence set forth herein and Section 4.2.1 below, the City shall have the right to require such water, wastewater, roadway, or such other infrastructure improvement that it deems appropriate (in accordance with all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future) as a condition for any City approval for development of said Parcel. This may be a condition for approval of rezoning, conditional use permit, variance, lot split, subdivision plat, or building permit.

4.2.1 To ensure wastewater and water infrastructure is installed on adjacent Parcels as needed to facilitate a Parcel's wastewater/water branch line connections to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements within 24th Avenue, the following additional phasing requirements are imposed on the development of the Property:

(a) Parcel A: Parcel A shall not be developed until water line and wastewater improvements on Parcel B (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

(b) Parcel I: Parcel I shall not be developed until the water line and wastewater improvements on Parcel F and Parcel G (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

(c) Parcel J: Parcel J shall not be developed until the water line and wastewater improvements on Parcel G and Parcel H (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

4.2.2 Alongside the Master Preliminary Plat application (see Article V), Developer shall submit to the City, for the City's approval, a plan for sequential phasing of the Offsite Infrastructure Improvements (the "**Offsites Phasing Plan**").

4.3 **Conveyance of Phases; Other Parcel Owners**. The Parties recognize and agree that Developer may convey a Parcel to one or more subsequent property owners to develop such Parcel. Developer shall disclose this Agreement to any subsequent property owner. Any record owner of all or any portion of a Parcel shall be deemed a "**Parcel Owner**" under this Agreement and shall assume all rights and obligations under this Agreement as a Parcel Owner with respect to such Parcel acquired (for avoidance of doubt, a "Parcel Owner" includes Developer, the Somerton School District and the High School District with respect to such Parcel owned by such Party). Nothing in this Agreement shall prevent Developer, Somerton School District, or High School District from conveying one or more Parcels it owns to other subsequent owners. And neither Developer, Somerton School District, nor High School District shall be required to obtain the City's prior approval for the conveyance of a Parcel. Developer, High School District, Somerton School District, and Parcel Owners shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future, except as to the Offsite Infrastructure Improvements as set forth in this Agreement (and the Master Infrastructure Plan upon approval by the City). City may refuse to allow development on any Parcel if required improvements are not made in substance, manner or timing as set forth in this Development Agreement and other applicable ordinance, rules, regulations, standards, procedures and administrative policies of the City.

4.4 **Processing of Development Plans**. The City and Developer will cooperate in the processing of any permits, site plans, subdivision plats, or other development approvals (collectively, the "**Approvals**") required of or requested by Developer in connection with the development of each Phase of the Project.

ARTICLE V
PLATTING & MASTER SITE PLANNING

5.1 **Master Subdivision Plat**. Developer shall submit a preliminary subdivision plat application to the City identifying parcel/lot boundaries for each Parcel, consistent with the Conceptual Parcel Map (the "**Master Preliminary Plat**"). The Parties recognize and agree that the Master Preliminary Plat will require preliminary plat approval by the City's Planning Commission. The Master Infrastructure Plans (defined in Section 5.3 below) shall be submitted by Developer with the Master Preliminary Plat for the City's review and approval.

5.2 **Final Plat; Amendments/Replats**. Following the City's approval of the Master Preliminary Plat, the parcel/lot boundaries for the Property shall be established via one or more final plats (each a "**Final Plat**"). Each Final Plat may include one or more Parcels or a portion of a Parcel, as identified in the Conceptual Parcel Map and Master Preliminary Plat. Each Final Plat shall be subject to approval by the City Council and this Development Agreement shall in no way be interpreted to guarantee Final Plat approval if the Final Plat submission does not meet the City's policies and requirements for Final Plat approval. While the Conceptual Parcel Map and Master Preliminary Plat identify the intended configuration of each Parcel to accommodate the development of the Property, Developer and any Parcel Owner may modify the configuration of each Parcel or divide a Parcel into new parcels, lots, and/or tracts, through a new subdivision process which would include approval of a preliminary plat and final plat, or subsequent replat

(each a "**Replat**"); provided, however, the Parties acknowledge and agree that the Conceptual Parcel Map in this Agreement shall govern the identification of Parcels for purposes of this Agreement (by way of example, if a Final Plat is approved that splits Parcel G into two parcels, both parcels shall be considered Parcel G for purposes of this Agreement as shown in the Conceptual Parcel Map). Any plat or Replat shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing, or as may be amended or adopted in the future.

5.3 Master Plans. Developer shall prepare and submit to the City, for City's approval, certain master infrastructure plans alongside the Master Preliminary Plat application in accordance with this Section 5.3 (each a "**Master Infrastructure Plan**, and together, the "**Master Infrastructure Plans**"). All Master Plans submitted by Developer pursuant to the Article must be supported by an engineer's design report.

5.3.1 Master Wastewater Infrastructure Plan. Developer shall prepare and submit to the City, for City's approval, a master wastewater infrastructure plan identifying the trunk wastewater infrastructure improvements that will be needed to provide wastewater service for each Phase of the Project, which, upon approval by the City, shall constitute the "**Master Wastewater Infrastructure Plan**" under this Agreement. The Master Wastewater Infrastructure Plan shall be consistent with the Conceptual Sewer Master Plan in **Exhibit E**.

5.3.2 Master Water Infrastructure Plan. Developer shall prepare and submit to the City, for City's approval, a master water infrastructure plan identifying the trunk water infrastructure improvements that will be needed to provide water (both potable and non-potable) service for each Phase of the Project, which, upon approval by the City, shall constitute the "**Master Water Infrastructure Plan**" under this Agreement. The Master Water Infrastructure Plan shall be consistent with the Conceptual Water Master Plan in **Exhibit F**.

5.3.3 Master Roadway Infrastructure Plan. Developer shall prepare and submit to the City, for City's approval, a master roadway infrastructure plan identifying the roadway infrastructure improvements that will serve each Phase of the Project, which, upon approval by the City, shall constitute the "**Master Roadway Infrastructure Plan**" under this Agreement. The Master Roadway Infrastructure Plan must identify the provision of secondary access to each Parcel and identify how and when such access will be developed. City may refuse development on any Parcel that does not have both primary and secondary access. The Master Roadway Infrastructure Plan must not allow for "scalloped streets". The Master Roadway Infrastructure Plan shall be consistent with the Conceptual Roadway Master Plan in **Exhibit G**, provided that **Exhibit G** does not allow for "scalloped streets".

5.3.4 The wastewater infrastructure, water infrastructure, and roadway infrastructure improvements identified in the approved Master Infrastructure Plans shall constitute the "**Offsite Infrastructure Improvements**" for purposes of this Agreement. The Offsite Infrastructure Improvements identified in the approved Master Infrastructure Plans constitute the master (trunk) offsite improvements required to provide the development opportunity for the Property; however, such improvements are not reflective of all infrastructure improvements required for the development of each Parcel (including, but not limited to, future branch sewer and

water lines and streets within each Parcel). In addition to the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City reserves the right to require additional offsite improvements and/or dedications as required for the development of each Parcel in accordance with Arizona law, the City's ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing, or as may be amended or adopted in the future. In the City's discretion, all water and wastewater infrastructure shall be designed and built in a contiguous and operationally practical fashion. The water system shall be looped to reduce dead ends. These requirements shall apply to all Master Infrastructure Plans.

5.4 Right-of-Way Dedications. The Master Preliminary Plat shall identify the existing half-street right-of-way dedications and any additional right-of-way dedications to be made (and associated roadway improvements to be constructed) as part of the development of the Project for the following roadways within or adjacent to the Property: (i) Avenue D, (ii) 24th Avenue, (iii) County 24th Street, (iv) Avenue E, and (v) County 24 ½ Street. Any future development of the Property must not allow for "scalloped streets".

5.4.1 Existing Right-of-Way Dedications. The Parties recognize and agree that certain half-street right-of-way dedications for County 24th Street, Avenue E, 24th Avenue, Avenue D and County 24 ½ Street have already been made, as shown on the Conceptual Roadway Master Plan in Exhibit G. The City will require additional right-of-way dedications for certain Parcels as set forth in Article IX of this Agreement.

5.4.2 New Right-of-Way Dedications. The Parties recognize and agree that the new/additional right-of-way dedications for public roads shall be identified in the Master Preliminary Plat and shall be in accordance with Article VIV of this Agreement. For any new right-of-way dedications for County 24th Street, Avenue E, 24th Avenue, Avenue D and County 24 ½ Street that have not yet been dedicated to the City per Article IX herein, such dedications shall be made to the City within ninety (90) days from the Effective Date of this Agreement via a Final Plat, map of dedication or separate instrument to effectuate a right-of-way dedication as approved by the City.

5.5 Phasing of Improvements; Assurances. To accommodate the phased development of the Property, the construction of the subdivision improvements for the Property (including, but not limited to, the Offsite Infrastructure Improvements) will be constructed in phases, subject to the City's approval of the Offsites Phasing Plan. The Offsite Infrastructure Improvements identified in the approved Master Infrastructure Plans constitute the master (trunk) offsite improvements required to provide the development opportunity for the Property; however, such improvements are not reflective of all infrastructure improvements required for the development of each Parcel (including, but not limited to, future branch sewer and water lines and streets within each Parcel). For other offsite improvements not specifically set forth in this Agreement, the City reserves the right to require additional offsite improvements and/or dedications as required for the development of each Parcel in accordance with the City's ordinances, rules, regulations, standards, procedures, and administrative policies of the City, including provision for adequate financial assurances, now existing, or as may be amended or adopted in the future. Such additional offsite infrastructure improvements, right-of-way

dedications, or easement dedications shall be made either as a condition of rezoning, as a condition for the issuance of any building permit, as a condition for a variance, or as part of the approval of any Final Plat. Except for the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), any development of the Property or any Parcel shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future as existing at the time of development. In developing the Offsite Infrastructure Improvements adequate financial assurances shall be posted.

5.6 **Initial Lot Split for Parcel A, Parcel B, and Parcel C**. Prior to any Final Plat for a Parcel, Developer intends to submit a lot split application to the City to establish the parcel boundaries for Parcel A, Parcel B, and Parcel C (the "**Initial Lot Split**"). Alongside the submittal of the Initial Lot Split, Developer will apply to the City Council to approve a memorandum of understanding ("**MOU**"), which, if approved by the City Council, would allow for the Initial Lot Split to be processed and approved administratively by City staff without requiring a subdivision plat approved by the City Council. Infrastructure improvements and right-of-way dedications for Parcel A, Parcel B and Parcel C shall be made in accordance with this Agreement.

5.7 **Final Plat for Parcels D & E**. Developer (as the current Parcel Owner of Parcel E) and High School District (as the current Parcel Owner of Parcel D) acknowledge and agree that the Final Plat for Parcel E shall include Parcel D (the "**Parcel D&E Final Plat**"), so as to create legally established lot lines for Parcel D (the existing lot lines for Parcel D were created without approval of a lot split application by the City). High School District and Developer agree that City may require the construction of infrastructure improvements. The High School District shall cooperate with Developer in obtaining the City's approval of the Parcel D&E Final Plat. In so doing, the City may require complete compliance with the subdivision regulations of City. If the High School District is not ready to develop its Parcel D at the time Developer begins to prepare the Parcel D&E Final Plat for submission to the City, Developer and High School District may choose to identify Parcel D as a "future phase" on the Parcel D&E Final Plat. If Parcel D is identified as a "future phase", the City shall not require subdivision improvement plans for Parcel D in order to obtain the City's approval of the Parcel D&E Final Plat, provided the following conditions are met: (i) Parcel Owner of Parcel D has dedicated to the City the right-of-way dedications required by this Agreement, including the 40-foot half-street right-of-way dedications for the segment of 24th Avenue adjacent to Parcel D (so as to complete the 80-foot full-street dedication, it being understood that the 40-foot half-street right-of-way for 24th Avenue along Parcel E has already been dedicated) and for the segment of County 24 ½ Street adjacent to Parcel D (as set forth in Section 9.1.6 of this Agreement so as to complete the 80-foot full street), and (ii) at the time of development of Parcel D, the subdivision improvement plans for Parcel D shall be prepared by the Parcel Owner of Parcel D and shall be subject to approval by the City and the City's approval of such subdivision improvement plans shall be a condition to the City's issuance of any permits for the development of Parcel D.

5.8 **No School Zones or School Crossings Along Avenue E**. The Parties acknowledge and agree that development of any portion of the Property for any school, public or private, including charter schools, shall occur in such a manner that no school zones or school crossings will result along Avenue E.

5.9 **Special Taxing Districts**. Developer, Somerton School District and High School District will agree to the formation of a street lighting improvement district to pay for the costs to operate and maintain required streetlights required as a result of the development of the Property and any enhanced municipal district needed to provide required municipal services to the Property.

ARTICLE VI
MASTER OFFSITE INFRASTRUCTURE PHASING

6.1 **Offsite Infrastructure Phasing**. In recognition of the Project phasing, the City agrees that the Offsite Infrastructure Improvements may be constructed by Developer in phases, subject to approval by City of the Offsites Phasing Plan. In addition to the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City reserves the right to require additional offsite improvements and dedications in accordance with Arizona law, its ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and any rezoning, plat, lot split, variance, conditional use permit, or building permit may be so conditioned. Except for the right-of-way dedications for the public roadways as set forth in Article IX (which shall be dedicated within 90 days from the Effective Date of this Agreement), required infrastructure improvements shall be made at the time of the development of a Parcel and right-of-way dedications or easement dedications for a Parcel shall be made either at the time of rezoning, as a condition for the issuance of any building permit, or as part of the approval of any Final Plat, variance, or conditional use permit.

6.2 **Parcel 1 Offsite Improvements**. The Parcel Owner of Parcel 1 shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following Offsite Infrastructure Improvements (collectively, the "**Parcel 1 Offsite Infrastructure Improvements**"):

6.2.1 **Parcel 1 Sewer Main Extension**. The Parcel Owner of Parcel 1 shall construct the 15-inch sewer main extension within 24th Avenue from County 24th Street to the southern end of Parcel 1, as shown in the Conceptual Sewer Master Plan in **Exhibit E** (the "**Parcel 1 Sewer Main Extension**").

6.2.2 **Parcel 1 Water Main Extension**. The Parcel Owner of Parcel 1 shall construct the 10-inch water main extension within 24th Avenue from County 24th Street to the southern end of Parcel 1, as shown in the Conceptual Water Master Plan in **Exhibit F** (the "**Parcel 1 Water Main Extension**"). The Parcel Owner of Parcel 1 may, in the City's discretion, be required to construct such improvements to establish and maintain a looped system which may require a main extension within 25th Avenue.

6.2.3 **Parcel 1 Roadway Improvements**. The Parcel Owner of Parcel 1 shall construct the half-street roadway and utility improvements for the portions of County 24th Street and 24th Avenue adjacent to Parcel 1, as identified in the Conceptual Roadway Master Plan in **Exhibit G** (the "**Parcel 1 Roadway Improvements**").

6.2.4 Dedication. Upon completion, the Parcel 1 Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

6.3 Parcel 2 Offsite Improvements. The Parcel Owner of Parcel 2 shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following offsite infrastructure improvements (the "**Parcel 2 Offsite Infrastructure Improvements**"):

6.3.1 Parcel 2 Sewer Main Extension. The Parcel Owner of Parcel 2 shall construct the 15-inch sewer main extension within 24th Avenue from the Parcel 1 Sewer Main Extension to the southern end of Parcel 2, as shown in the Conceptual Sewer Master Plan in **Exhibit E** (the "**Parcel 2 Sewer Main Extension**").

6.3.2 Parcel 2 Water Main Extension. The Parcel Owner of Parcel 2 shall construct the 10-inch water main extension within 24th Avenue from the Parcel 1 Water Main Extension to the southern end of Parcel 2, as shown in the Conceptual Water Master Plan in **Exhibit F** (the "**Parcel 2 Water Main Extension**"). The Parcel Owner of Parcel 2 may, in the City's discretion, be required to construct such improvements to establish and maintain a looped system which may require a main extension within 25th Avenue.

6.3.3 Parcel 2 Roadway Improvements. The Parcel Owner of Parcel 2 shall construct the half-street roadway improvements for the portion of 24th Avenue adjacent to Parcel 2, as identified in the Conceptual Roadway Master Plan in **Exhibit G** (the "**Parcel 2 Roadway Improvements**").

6.3.4 Dedication. Upon completion, the Parcel 2 Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

6.3.5 Half-Streets Along Parcels A and B. The City, at its sole discretion, may require the Parcel Owner of Parcel 1 and/or 2 to construct the half-street roadway and utility improvements not yet constructed along Parcel A and Parcel B (per Sections 9.1.4 and 9.1.5 of this Agreement). If the City chooses to require Parcel 2 to construct such half-street roadway or utility improvements along Parcel A and/or Parcel B, then such improvements shall be part of the required Parcel 2 Offsite Infrastructure Improvements for purposes of this Agreement. Further, if the Parcel Owner of either Parcel 1 or Parcel 2 constructs such half-street right-of-way or utility improvements along Parcel A and/or Parcel B, then such Parcel Owner of Parcel 1 or Parcel 2 shall be entitled to, and the Parcel Owner(s) of Parcel A and B shall be required to provide, reimbursement from (i) the Owner of Parcel A an amount equal to one hundred percent (100%) of the total costs of the half-street roadway work adjacent to Parcel A, and (ii) from the Owner of Parcel B an amount equal to one hundred percent (100%) of the total costs of the half-street roadway or utility work adjacent to Parcel B. Reimbursement by the Parcel Owner(s) of Parcel A and B pursuant to this Section shall be provided to the Parcel Owner of Parcel 1 or Parcel 2, as

applicable, by the earlier of (i) the date the Parcel Owner(s) of Parcel A and Parcel B commence development of its respective Parcel, or (ii) the Termination Date. The Parties acknowledge and agree that, during the term of this Agreement, the City shall withhold issuance of a building permit for Parcel A and Parcel B until such reimbursement is provided. The reimbursement obligations in this Section shall expressly survive the termination of this Agreement and shall be a covenant and restriction that runs with, burdens and benefits Parcel A, Parcel B, Parcel 1 and Parcel 2 and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners; provided, however, following the termination of this Agreement, the City shall have no obligation whatsoever to enforce the reimbursement obligations in this Section (including, but not limited to, by withholding issuance of a building permit), it being understood by the Parties that, following termination of this Agreement, the reimbursement obligations in this Section shall be a private restriction enforceable by the Parcel Owners (not the City).

6.4 Parcel E Offsite Improvements. The Parcel Owner of Parcel E shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following offsite infrastructure improvements (the "**Parcel E Offsite Infrastructure Improvements**"):

6.4.1 Parcel E Sewer Main Extension. The Parcel Owner of Parcel E shall construct the 15-inch sewer main extension within 24th Avenue from the Parcel 2 Sewer Main Extension to the southern end of Parcel E, as shown in the Conceptual Sewer Master Plan in **Exhibit E** (the "**Parcel E Sewer Main Extension**").

6.4.2 Parcel E Water Main Extension. The Parcel Owner of Parcel E shall construct the 10-inch water main extension within 24th Avenue from the Parcel 2 Water Main Extension to the southern end of Parcel E, as shown in the Conceptual Water Master Plan in **Exhibit F** (the "**Parcel E Water Main Extension**"). The Parcel Owner of Parcel E may, in the City's discretion, be required to construct such improvements to establish and maintain a looped system, which may include a 10-inch water main along County 24 ½ Street to Avenue E.

6.4.3 Parcel E Roadway Improvements. The Parcel Owner of Parcel E shall construct the half-street roadway improvements for the portions of 24th Avenue and County 24 ½ Street adjacent to Parcel E, as identified in the Conceptual Roadway Master Plan in **Exhibit G** (the "**Parcel E Roadway Improvements**") and as additionally set forth in Section 6.4.5 below.

6.4.4 Dedication. Upon completion, the Parcel E Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

6.4.5 Half-Streets Along Parcel D. If, at the time of development of Parcel E, the half-street roadway improvements along Parcel D are not yet constructed (per Section 9.1.6 of this Agreement), the City, at its sole discretion, may require the Parcel Owner of Parcel E to construct such half-street roadway, water and wastewater utility improvements along Parcel D (within the right-of-way dedicated by the Parcel D&E Final Plat). If the City chooses to require Parcel E to construct the half-street roadway and utility improvements along Parcel D, then such

improvements shall be part of the required Parcel E Offsite Infrastructure Improvements for purposes of this Agreement. Further, if the Parcel Owner of Parcel E constructs such half-street right-of-way and utility improvements along Parcel D, then the Parcel Owner of Parcel E shall be entitled to, and the Parcel Owner of Parcel D shall be required to provide, reimbursement from the Parcel Owner of Parcel D an amount equal to one hundred percent (100%) of the total costs of such work. Reimbursement by the Parcel Owner of Parcel D pursuant to this Section shall be provided to the Parcel Owner of Parcel E by the earlier of (i) the date the Parcel Owner of Parcel D commences development of Parcel D, or (ii) the Termination Date. The Parties acknowledge and agree that the City shall withhold issuance of a building permit for Parcel D until such reimbursement is provided. The reimbursement obligation in this Section shall expressly survive the termination of this Development Agreement and shall be a covenant and restriction that runs with, burdens and benefits Parcel D and Parcel E and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners; provided, however, following the termination of this Agreement, the City shall have no obligation whatsoever to enforce the reimbursement obligations in this Section (including, but not limited to, by withholding issuance of a building permit), it being understood by the Parties that, following termination of this Agreement, the reimbursement obligations in this Section shall be a private restriction enforceable by the Parcel Owners (not the City).

6.5 Construction by Other Parcel Owners. Any Parcel Owner shall have the right to construct the Parcel 1 Offsite Infrastructure Improvements, Parcel 2 Offsite Infrastructure Improvements and/or the Parcel E Offsite Infrastructure Improvements by providing written notice to the Parties, provided the Parcel Owner responsible for constructing such offsite improvements has not commenced construction of the offsite improvements.

ARTICLE VII
WASTEWATER INFRASTRUCTURE

7.1 Trunk Improvements. The Parcel 1 Sewer Main Extension, Parcel 2 Sewer Main Extension, and Parcel E Sewer Main Extension constitute the trunk wastewater infrastructure improvements for the Project (the "**Trunk Wastewater Infrastructure Improvements**") and will serve the other Parcels. In addition to the Trunk Wastewater Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City expressly has the right to require additional wastewater infrastructure improvements for the development of any Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit.

With respect to all wastewater infrastructure required by this Article, all wastewater collection systems shall have stub outs adequately sized to serve other parcels within the service area.

7.2 Other Wastewater Improvements. Each Parcel Owner of a Parcel within the Property (other than Parcel 1, Parcel 2, and Parcel E) will construct its own wastewater improvements (i.e., branch lines) to the Trunk Wastewater Infrastructure Improvements. Such

improvements will conform to all City requirements and any approved Master Wastewater Infrastructure Plan.

7.3 **Dedication**. Upon completion, the wastewater infrastructure improvements installed with each Parcel will be dedicated to the City for ownership, operation, and maintenance, in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

7.4 **City Services**. Subject to the construction and dedication of the wastewater infrastructure improvements as may be required for each Parcel as set forth in this Agreement, the City agrees to provide wastewater service to each Parcel, subject to the ordinances, resolutions, rules, regulations, standards, procedures, and administrative policies of the City, as may exist at the time of development of said Parcel.

ARTICLE VIII
WATER INFRASTRUCTURE

8.1 **Trunk Improvements.** The Parcel 1 Water Main Extension, Parcel 2 Water Main Extension, and Parcel E Water Main Extension constitute the trunk wastewater infrastructure improvements for the Project (the "**Trunk Water Infrastructure Improvements**") and will serve the other Parcels. In addition to the Trunk Water Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City expressly has the right to require additional water infrastructure improvements for the development of any Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit. Water line improvements will be constructed such as to provide looped systems and avoid dead end lines as much as possible.

8.2 **Other Water Improvements**. Each Parcel Owner of a Parcel within the Property (other than Parcel 1, Parcel 2, and Parcel E) will construct its own water line improvements (i.e., branch lines) to the Trunk Waster Infrastructure Improvements. Such improvements will conform to all City requirements and any approved Master Waster Infrastructure Plan, and shall result in a looped system.

8.3 **Dedication**. Upon completion, the water infrastructure improvements installed with each Parcel will be dedicated to the City for ownership, operation, and maintenance, in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

8.4 **City Services**. Subject to the construction and dedication of the water infrastructure improvements required for each Parcel as set forth in this Agreement, the City agrees to provide water service to each Parcel, subject to the ordinances, resolutions, rules, regulations, standards, procedures, and administrative policies of the City, as may exist at the time of development of said Parcel. City maintenance will only be in the public right of way.

ARTICLE IX

ROADWAY INFRASTRUCTURE

9.1 Right-of-Way Dedications; Roadway Improvements. The following right-of-way dedications and roadway improvements for section line and mid-section line streets shall be required to be dedicated and constructed alongside each Parcel. In addition to the right-of-way dedications and roadway improvements for section line and mid-section line streets (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans), the City expressly has the right to require additional right of way dedications and roadway improvements for other streets within each Parcel for the development of such Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit. In addition, with respect to the right-of-way dedications and roadway improvements for section line and mid-section line streets as set forth in this Agreement and the Master Infrastructure Plans, the City reserves the right to require additional right-of-way from a Parcel as a condition to development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis.

9.1.1 Parcel 1. The Parcel Owner of Parcel 1 shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street adjacent to Parcel 1 (and to Avenue E if requested by the City per Section 6.3.5) and the 40-foot half-street segment of 24th Avenue adjacent to Parcel 1 (defined earlier in this Agreement as the Parcel 1 Roadway Improvements), as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.2 Parcel 2. The Parcel Owner of Parcel 2 shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue adjacent to Parcel 2 (defined earlier in this Agreement as the Parcel 2 Roadway Improvements), as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.3 Parcel E. The Parcel Owner of Parcel E shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel E (defined earlier in this Agreement as the Parcel E Roadway Improvements above), as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.4 Parcel A. The Parcel Owner of Parcel A shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 75-foot half-street segment of Avenue E adjacent to Parcel A, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.5 Parcel B. The Parcel Owner of Parcel B shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 40-foot half-street segment of 24th Avenue adjacent to Parcel B, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.6 Parcel D. The Parcel Owner of Parcel D shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel D, as identified in the Conceptual Roadway Master Plan in **Exhibit G** and 75-foot half street segment of Avenue E adjacent to Parcel D, as identified in the Conceptual Roadway Master Plan in Exhibit G

9.1.7 Parcel F. The Parcel Owner of Parcel F shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street adjacent to Parcel F, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.8 Parcel H. The Parcel Owner of Parcel H shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of County 24 ½ Street adjacent to Parcel H, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.9 Parcel I. The Parcel Owner of Parcel I shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 40-foot half-street segment of Avenue D adjacent to Parcel I, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.10 Parcel J. The Parcel Owner of Parcel J shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of Avenue D and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel J, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.11 Additional Right-of-Way at Roadway Intersections. The Parties recognize and agree that additional right-of-way shall be dedicated at the following roadway intersections to provide for adequate site visibility triangles in accordance with the City's standards for site visibility triangles at roadway intersections: (i) southeast corner of intersection of Avenue E and County 24th Street (to be dedicated by Parcel A); (ii) southwest corner of intersection of 24th Avenue and County 24th Street (to be dedicated by Parcel B); (iii) southeast corner of intersection of 24th Avenue and County 24th Street (to be dedicated by Parcel 1); (iv) southwest corner of intersection of Avenue D and County 24th Street (to be dedicated by Parcel I); (v) northwest corner of intersection of Avenue D and County 24 ½ Street (to be dedicated by Parcel J); (vi) northeast corner of intersection of 24th Avenue and County 24 ½ Street (to be dedicated by Parcel E); (vii) northwest corner of intersection of 24th Avenue and County 24 ½ Street (to be dedicated by Parcel D); (viii) northeast corner of intersection of Avenue E and County 24 1/2th Street (to be dedicated by Parcel D).

9.1.12 Additional Roadways. The right-of-way dedications and roadway improvements for section line streets and mid-section line streets are established by this Agreement (and the Master Infrastructure Plans upon approval by the City). The City expressly has the right to require additional right of way dedications and roadway improvements for other streets within each Parcel for the development of such Parcel or other Parcels within the Property in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or

issuance of any building permit. In addition, with respect to the right-of-way dedications and roadway improvements for section line and mid-section line streets as set forth in this Agreement and the Master Infrastructure Plans, the City reserves the right to require additional right-of-way from a Parcel as a condition to development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis.

9.1.13 Timing. All right-of-way dedications as set forth in this Article IX shall be dedicated to the City (to the extent not already dedicated) within ninety (90) days from the Effective Date of this Agreement via a Final Plat, map of dedication or separate instrument to effectuate a right-of-way dedication as approved by the City (except for additional right-of-way to be dedicated pursuant to Section 9.1.15, which shall be dedicated prior to development of a Parcel). The physical roadway improvements for each Parcel shall be part of the subdivision improvements associated with a Parcel and shall be constructed as a condition to the City's approval of a subdivision plat or issuance of a building permit to develop vertical improvements on such Parcel. In the event of development without further platting of a Parcel, infrastructure improvements including roadway, sidewalks, water, wastewater, and street lighting shall be required as a condition of the issuance of a building permit.

9.1.14 Avenue D. City has informed Developer that, as of the date of this Agreement, the City's roadway width standard for the segment of Avenue D adjacent to Parcel I and Parcel J is 110 feet for the full street and, to meet this roadway width standard, the City would ordinarily require a 55-foot half-street dedication along Parcel I and Parcel J. Nonetheless, because the City does not anticipate Avenue D will extend north to Arizona State Route 195 in the future, and because the City's full-street roadway width standard for the segment of Avenue D north of County 24th Street is only 80 feet, the City hereby agrees (subject to this Section 9.1.13) to modify its full-street roadway width standard for Avenue D to 100 feet and further agrees to accept the existing 40-foot half-street dedication along Parcel I and Parcel J (without requiring an additional 15-foot half-street dedication), on the following conditions: (i) Developer, as the owner of the approximately 320 acres located on the east side of Avenue D at the southeast corner of County 24th Street and Avenue D and addressed as 10602 S. Camino Del Sol, Yuma, Arizona 85367 (the "**Section 13 North Half Property**"), agrees that a 60-foot half-street right-of-way dedication will be required by the City for the east half of Avenue D adjacent to the Section 13 North Half Property as a condition to the development of the Section 13 North Half Property (such dedication shall be made either as a condition of rezoning, as a condition for the issuance of any building permit, the granting of a variance or conditional use permit, or as part of the approval of a final plat for the Section 13 North Half Property); and (ii) the roadway improvements for Parcel I at the intersection of Avenue D and County 24th Street (including, but not limited to, paving and striping improvements) shall be improved in accordance with a design approved by the City to provide an appropriate transition to the narrower 80-foot full-street segment of Avenue D that is anticipated north of County 24th Street. The Parties recognize and agree that the City is agreeing to modify the full-street roadway width standard for Avenue D from 110 feet to 100 feet because City engineering staff believes the roadway improvements necessary to meet the City's half-street standards for an arterial street (which includes two (2) lanes, sidewalk, street lights and related improvements) may be accomplished inside the existing 40-foot half-street dedication along Parcel I and Parcel J. As such, in the event the 60-foot dedication for the Section 13 North Half Property has not yet been made and, further, if the City determines in its sole discretion that the standards

for an arterial half-street cannot be accommodated within the existing 40-foot half-street dedication along Parcel I and Parcel J, then Parcel I and Parcel J shall be required to dedicate the additional right-of-way to accommodate such half-street improvements. The owner or owners those portions of Section 13 need for the aforedescribed 60-foot dedication shall take such actions as may be needed or necessary so that a roadway, utility, or other public improvements may be constructed including securing proper approvals from the United States of America.

9.1.15 Deceleration Lanes; Right-Turn Pockets. Notwithstanding anything to the contrary in this Agreement, the City reserves the right to require additional right-of-way from a Parcel as a condition to the development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis. Any additional right-of-way dedications required pursuant to this Section 9.1.15 shall be made prior to the development of such Parcel and as a condition to the development of such Parcel.

ARTICLE X
REIMBURSEMENT FOR INFRASTRUCTURE IMPROVEMENTS

10.1 Reimbursement. The Parties recognize and agree that the Trunk Wastewater Improvements and Trunk Water Improvements will be upsized to serve other Parcels within the Property and, therefore, will provide the development opportunity to the other Parcels within the Property. As such, Developer intends to apply to the City for a payback agreement with the City for the Trunk Wastewater Improvements and Trunk Water Improvements in accordance with City ordinances, which, if approved by the City, would result in the City collecting monies from Parcel Owners (and potentially other property owners outside the Property) seeking to connect to the Trunk Wastewater Improvements and Trunk Water Improvements and remitting an amount to the Parcel Owner(s) who installed such improvements in accordance with the terms of the payback agreement (the "**Payback Agreement**"). The approval of the Payback Agreement is at the discretion of the City. As such, Developer, Somerton School District and High School District also desire to establish private covenants for the reimbursement of the Trunk Wastewater Improvements and Trunk Water Improvements in the event a Payback Agreement is not entered into with the City (either because a Payback Agreement is not applied for or because the City does not approve a Payback Agreement). In the event a Payback Agreement with the City is not approved by the City (regardless whether a Payback Agreement has been applied for) at the time a Parcel Owner connects to the Trunk Wastewater Improvements or Trunk Water Improvements, the private reimbursement obligations in Section 10.1.1 shall apply.

10.1.1 Each Parcel Owner that taps into the Trunk Wastewater Improvements or Trunk Water Improvements, shall be required to provide reimbursement to the Parcel Owner(s) that installed such improvements by paying a connection fee ("**Connection Fee**") to the Parcel Owner(s) that installed such improvements. Each Parcel Owner that connects to the following trunk infrastructure improvements shall be required to provide a Connection Fee to the Parcel Owner(s) who installed such improvement in an amount equal to its pro rata share (calculated based on gross acreage of the Parcels) of the total costs of constructing the following trunk infrastructure improvements: Parcel 1 Sewer Main Extension, Parcel 1 Water Main Extension, Parcel 2 Sewer Main Extension, Parcel 2 Water Main Extension, Parcel E Sewer Main Extension, Parcel E Water Main Extension. For purposes of determining the amount of the Connection Fee,

the "total costs" of constructing the trunk infrastructure improvements shall include the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install the trunk infrastructure improvements. A Parcel Owner who installed any portion of the trunk infrastructure improvements shall provide written request for reimbursement (a "**Reimbursement Request**") to a Parcel Owner who has connected to the trunk infrastructure improvements that the requesting Parcel Owner installed. The Reimbursement Request shall include proof of payment and copies of all invoices (including from contractors and/or subcontractors who performed the work) demonstrating the total costs; and a Parcel Owner shall provide payment to the requesting Parcel Owner within 60 days of receiving the Reimbursement Request. The reimbursement obligations set forth in this Section 10.1.1 shall be private obligations enforceable by each Parcel Owner. The Parties recognize and agree that the City shall have no responsibility whatsoever for enforcing any such obligations. The obligation of a Parcel Owner to reimburse another Parcel Owner that installed the trunk water infrastructure improvements per this Section 10.1.1 shall be a private restriction that runs with, burdens and benefits the Parcels and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners.

10.1.2 For any additional offsite improvements required by the City (other than the Offsite Infrastructure Improvements established by this Agreement and the Master Infrastructure Plans upon approval by the City), a Parcel Owner responsible for constructing such additional offsite improvements shall be entitled to apply for a payback agreement with the City in accordance with City ordinances.

ARTICLE XI
SOMERTON SCHOOL DISTRICT EXCHANGE

11.1 **Somerton School Parcel**. The Somerton School District is a Party to this Agreement as the current owner of the Somerton School District Parcel (which is a portion of Parcel B) so that all of Parcel B is made subject to this Agreement and all subsequent record owners of Parcel B will have the rights and obligations as a Parcel Owner with respect to Parcel B.

11.2 **Exchange**. Following the Effective Date of this Agreement, Developer intends to enter into an agreement with the Somerton School District (the "**School Exchange Agreement**") for the exchange of the Somerton School District Parcel and Parcel C (Developer will convey Parcel C to the Somerton School District and the Somerton School District will convey the Somerton School District Parcel to Developer). For avoidance of doubt, upon the exchange of Parcel C and the Somerton School District Parcel, the Somerton School District shall be a Parcel Owner as to Parcel C and shall have all rights and obligations of a Parcel Owner under this Development Agreement with respect to Parcel C.

ARTICLE XII
DEFAULT; TERMINATION

12.1 Remedies; Effect of Termination. It shall be a default under this Agreement (a "**Default**") if any Party fails to perform any of its obligations under this Agreement, and such failure continues for a period of thirty (30) days after written notice from the non-defaulting Party specifying in reasonable detail the nature of such failure.

12.2 Parcel Owner's Remedies. If City is in Default under this Agreement (beyond any applicable cure period) and the Parties are unable to resolve City's Default, Developer and other Parcel Owners shall not have the right to terminate this Agreement, but shall have the right to pursue all other legal and equitable remedies which such Developer or Parcel Owner may have at law or in equity, including, without limitation, the right to seek specific performance requiring the City to fully and timely perform its obligations under this Agreement, the right to seek and obtain damages, and the right to self-help; provided the City shall in no event be liable for punitive, incidental or consequential damages.

12.3 City's Remedies. If a Parcel Owner is in Default under this Agreement (beyond any applicable notice and cure period) and the Parties are unable to resolve the Parcel Owner's Default, City shall have the right to pursue any rights or remedies at law or in equity including the rights and remedies provided hereunder; provided that a Parcel Owner shall in no event be liable for punitive, incidental or consequential damages. If Developer is in Default under this Agreement (beyond any applicable notice and cure period) and the Parties are unable to resolve the Developer's Default, then in addition to the remedies in the preceding sentence, City shall have the additional right to terminate this Agreement upon written notice to the Parties.

12.4 Effect of Event of Termination. Upon the termination of this Agreement, this Agreement shall become null and void and no Party shall have any further rights or obligations hereunder except those obligations which expressly survive termination.

ARTICLE XIII
REPRESENTATIONS

13.1 City Representations. City represents, warrants and covenants to the Parties as follows:

(a) The individuals executing this Agreement on behalf of City are authorized and empowered to bind City.

(b) City has the full right, power and authorization to enter into and perform its obligations under this Agreement and each of City's obligations and undertakings hereunder, and City's execution, delivery and performance of this Agreement have been duly authorized in compliance with the requirements of Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by City have been obtained, and no further action needs to be taken by City in connection with such execution, delivery and performance.

(d) Each undertaking of City contained in this Agreement constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, whether considered at law or in equity..

13.2 Developer Representations. Developer represents, warrants and covenants to the Parties as follows:

(a) Developer is duly formed and validly existing under Arizona law, is registered to do business in Arizona, and the individual(s) executing this Agreement on behalf of Developer is authorized and empowered to bind Developer.

(b) Developer has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by Developer have been obtained, and no further action needs to be taken by Developer in connection with such execution, delivery and performance.

13.3 Somerton School District's Representations. Somerton School District represents, warrants and covenants to the Parties as follows:

(a) The individual(s) executive this Agreement on behalf of the Somerton School District is authorized and empowered to bind the Somerton School District.

(b) Somerton School District has the full right, power and authorization to enter into and perform this Agreement and its respective obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by Somerton School District has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by Somerton School District have been obtained, and no further action needs to be taken by Somerton School District in connection with such execution, delivery and performance.

13.4 High School District's Representations. High School District represents, warrants and covenants to the Parties as follows:

(a) The individual(s) executive this Agreement on behalf of the High School District is authorized and empowered to bind the High School District.

(b) High School District has the full right, power and authorization to enter into and perform this Agreement and its respective obligations and undertakings under this Agreement,

and the execution, delivery and performance of this Agreement by High School District has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by High School District have been obtained, and no further action needs to be taken by High School District in connection with such execution, delivery and performance.

ARTICLE XIV
GENERAL PROVISIONS; NOTICES

14.1 No Personal Liability. No member, official or employee of City shall be personally liable to the Parties, or any successor or assignee, (a) in the event of any Default or breach by City, (b) for any amount which may become due to the Parties or its successor or assign, or (c) pursuant to any obligation of City under the terms of this Agreement. No member, shareholder, director, partner, manager, officer or employee of the Parties shall be personally liable to City, or any successor or assignee, (a) in the event of any Default or breach by the Parties, (b) for any amount which may become due to City or its successor or assign, or (c) pursuant to any obligation of the Parties under the terms of this Agreement.

14.2 Liability and Indemnification. The Parties shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents from any and all third party claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind (collectively, "Claims"), and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, "Costs") to the extent arising, directly or indirectly, in whole or in part, out of the execution and performance of this Agreement by a Party, except to the extent resulting from the negligence or willful misconduct of City or any of it employees, contractors, or agents.

14.3 Notices. All Notices which shall or may be given pursuant to this Agreement shall be in writing and transmitted by either (i) registered or certified U.S. mail, return receipt requested, or (ii) a nationally recognized express mail courier service, addressed as follows:

To Developer:
Von Verde Partners
10602 S. Camino Del Sol
Yuma, AZ 85367
Attn: Elizabeth Carpenter
(928) 503-0110

With copies to:
David J. Loo
570 Lexington Avenue
New York, NY 10022
(917) 951-6908

Snell & Wilmer
One E. Washington Street

Phoenix, Arizona 85004
Attn: Michael Maerowitz
(602) 382-6494

To the City:

City Manager
City Hall
1090 East Union Street (Physical)
P.O. Box 1170
San Luis, Arizona 85349

To Somerton School District:

Somerton School District No. 11
P.O. Box 3200
Somerton, AZ 85350
Attn: Omar Duron, Superintendent
(928) 341-6000

To High School District:

Yuma Union High School
3150 South Avenue A – Suite A
Yuma, AZ 85364-7998
Attn: Tim Brienza, Superintendent
(928) 502-4605

A Party may designate any other address for this purpose by written notice to the other Parties in the manner described herein. The facsimile numbers and email addresses set forth in this **Section 14.3** are for convenience in providing a duplicate notice and shall not be considered effective for purposes of providing the notices required or permitted pursuant to this Agreement.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Yuma County, Arizona. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

14.5 Successors and Assigns. This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of Developer and any Parcel Owner. the Parties hereto, including, without limitation, future City Councils. For avoidance of doubt, this Agreement and all the obligations herein bind the City (including, without limitation, future City Councils) and no future City Councils of the City may revoke or repeal the ordinance approving this Agreement in whole or in part without the mutual consent of the Parties. The Parties recognize and agree that Developer, Somerton School District and High School District may convey portions of the Property to other owners who may develop a portion or all of one or more Parcels. Nothing in this Agreement shall

prevent a Party from conveying any portion of the Property, and the City's prior consent shall not be required to convey, all or a portion of the Property to one or more subsequent property owners. Each subsequent owner of any portion of the Property shall be a Parcel Owner under this Agreement and shall have all rights and obligations of a Parcel Owner as to the Parcel (or portion) acquired by such Parcel Owner. Developer's rights and obligations under this Agreement may be assigned by Developer (in whole or in part), subject to City's prior written consent, to one or more entities owned or controlled by or under common control with Developer. Except as provided in this **Section 14.5**, the rights and obligations of Developer under this Agreement (in whole or in part) may not otherwise be assigned, conveyed or otherwise transferred to any person or entity without City's prior written consent, which consent may not be unreasonably withheld. An assignment of any other Parcel Owner's (other than Developer's) rights and obligations under this Agreement shall be prohibited, unless mutually agreed in writing by the Parties.

14.6 Waiver. No waiver by a Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.7 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

14.8 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

14.9 Recitals and Exhibits. The Recitals set forth in the preamble of this Agreement and all exhibits attached hereto are incorporated into this Agreement by this reference as though fully set forth herein.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

14.11 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Yuma County, Arizona, within ten (10) days after its execution by the Parties.

14.12 Consents and Approvals. The Parties shall at all times act reasonably with respects to any and all matters which require such Party to review, consent or approve any act or matter hereunder, and shall promptly execute any documents necessary to evidence such review, consent or approval.

14.13 Estoppel Certificate; Financing. Each Party shall at any time and from time to time upon not less than ten (10) days' prior written notice from another Party execute, acknowledge and deliver to the requesting Party or its lender, or any other third party, a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to the Party's knowledge, any uncured Defaults on the part of the requesting Party hereunder, or specifying such Defaults if they are claimed. Any such statement may be relied upon by any existing or prospective lender, title insurer, assignee, or other third party. Each Party, further, agrees to provide such other reasonable assurances as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only a portion of the Project or Property.

14.14 Manager's Power to Consent. City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Parties and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of a Party requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law, including, without limitation, any amendments or modification of this Agreement other than changes expressly contemplated in this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested to by the City Clerk, and Developer and School District have executed the same on or as of the day and year first above written.

"CITY"

CITY OF SAN LUIS,
an Arizona municipal corporation

By _____
Nieves Riedel, Mayor

ATTEST:

_____
City Clerk, Sonia Cornelio

STATE OF ARIZONA)
) ss
COUNTY OF YUMA)

On this 23rd day of January, 2025 before me, the undersigned officer, personally appeared Nieves Ridel, who acknowledged herself to be Mayor of the CITY OF SAN LUIS, an Arizona municipal corporation, whom I know personally and she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTA RY SEAL

Melissa Lopez
Notary Public - Arizona
Yuma County
Commission Number 625296
My Comm. Exp. 5/10/2026

_____
Notary Public

My commission expires:

5/10/2026

"DEVELOPER"

VON VERDE PARTNERS L.L.C.,
an Arizona limited liability company

By: _____
Name: David J. Lee
Title: Authorized Signatory

STATE OF New York)
) ss.
COUNTY OF New York)

On this 9 day of January, 2025 before me, the undersigned officer, personally appeared David J. Lee who acknowledged him/herself to be the Authorized Signatory of VON VERDE PARTNERS L.L.C., an Arizona limited liability company, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

NOTARY SEAL:

CYNTHIA N. RODRIGUEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO0021276
Qualified in Bronx County
Commission Expires February 20, 2028

My commission expires:

_____

"SOMERTON SCHOOL DISTRICT"

SOMERTON SCHOOL DISTRICT NO. 11,
a political subdivision of the State of Arizona

By: _____
Name: Omar Duron
Title: Superintendent

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

On this 23rd day of January, 2025 before me, the undersigned officer, personally appeared Omar Duron who acknowledged him/herself to be the Authorized Signatory of SOMERTON SCHOOL DISTIRCT NO. 11., a political subdivision of the State of Arizona, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

NOTARY SEAL:

MARY CHAVIRA
Notary Public - Arizona
Yuma County
Commission # 646243
My Comm. Expires Mar 6, 2027

My commission expires:
March 6, 2027

"HIGH SCHOOL DISTRICT"

YUMA UNION HIGH SCHOOL DISTRICT NO. 70,
a political subdivision of the State of Arizona,

By: Dianne Cordery
Name: Dianne Cordery
Title: Associate Superintendent

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

On this 9 day of Jan, 2025 before me, the undersigned officer, personally appeared before me who acknowledged him/herself to be the Dianne Cordery of YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Isabel Sinclair
Notary Public

NOTARY SEAL:

ISABEL SINCLAIR
Notary Public - State of Arizona
YUMA COUNTY
Commission #600308
Expires March 7, 2025

My commission expires:

March 7, 2025

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

Kay Marion Macuil **Date:** February 4, 2025

Kay Marion Macuil
San Luis City Attorney

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Somerton School District No. 11 under the laws of Arizona.

mcfowler **Date:** 1/31/25

Signature

mary Colleen Fowler

Print Name

Attorney - Gust Rosenfeld PLC

Title

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Yuma Union School District No. 70 under the laws of Arizona.

_____ **Date:** _____

Signature

_____

Print Name

_____

Title

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

_____ **Date:** _____

Kay Marion Macuil
San Luis City Attorney

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Somerton School District No. 11 under the laws of Arizona.

_____ **Date:** _____

Signature

_____

Print Name

_____

Title

Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the Yuma Union School District No. 70 under the laws of Arizona.

 **Date:** 12/19/2024

Signature

C. Benson Hufford

Print Name

Attorney/Partner

Title

LIST OF EXHIBITS

Exhibit A	-	Legal Description of Property
Exhibit B	-	Conceptual Parcel Map
Exhibit C	-	Somerton School District Parcel
Exhibit D	-	High School District Parcel
Exhibit E	-	Conceptual Sewer Master Plan
Exhibit F	-	Conceptual Water Master Plan
Exhibit G	-	Conceptual Roadway Master Plan

Exhibit "A"

Legal Description of Property

The North Half (N½) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

Exhibit "B"
Conceptual Parcel Map

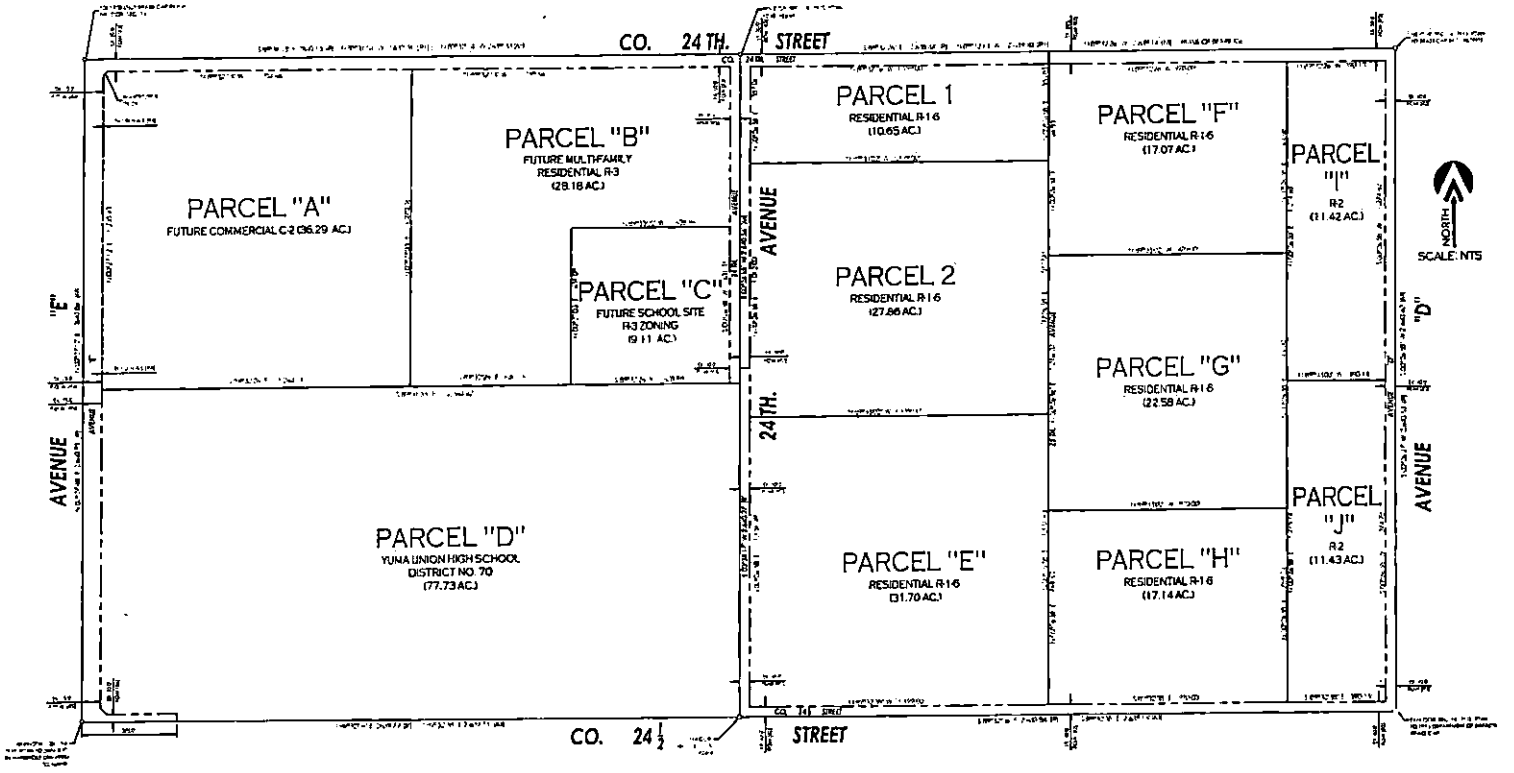


Exhibit "C"

Somerton School District Parcel

The Northeast (NE¼) of The Northeast (NE¼) of The Northwest (NW¼) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona. Subject to all Existing Right of Ways of Record.

Exhibit "D"

High School District Parcel

The South Half (S½) of The Northwest (NW¼) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona. Subject to all Existing Right of Ways of Record.

Exhibit "E"
Conceptual Sewer Master Plan

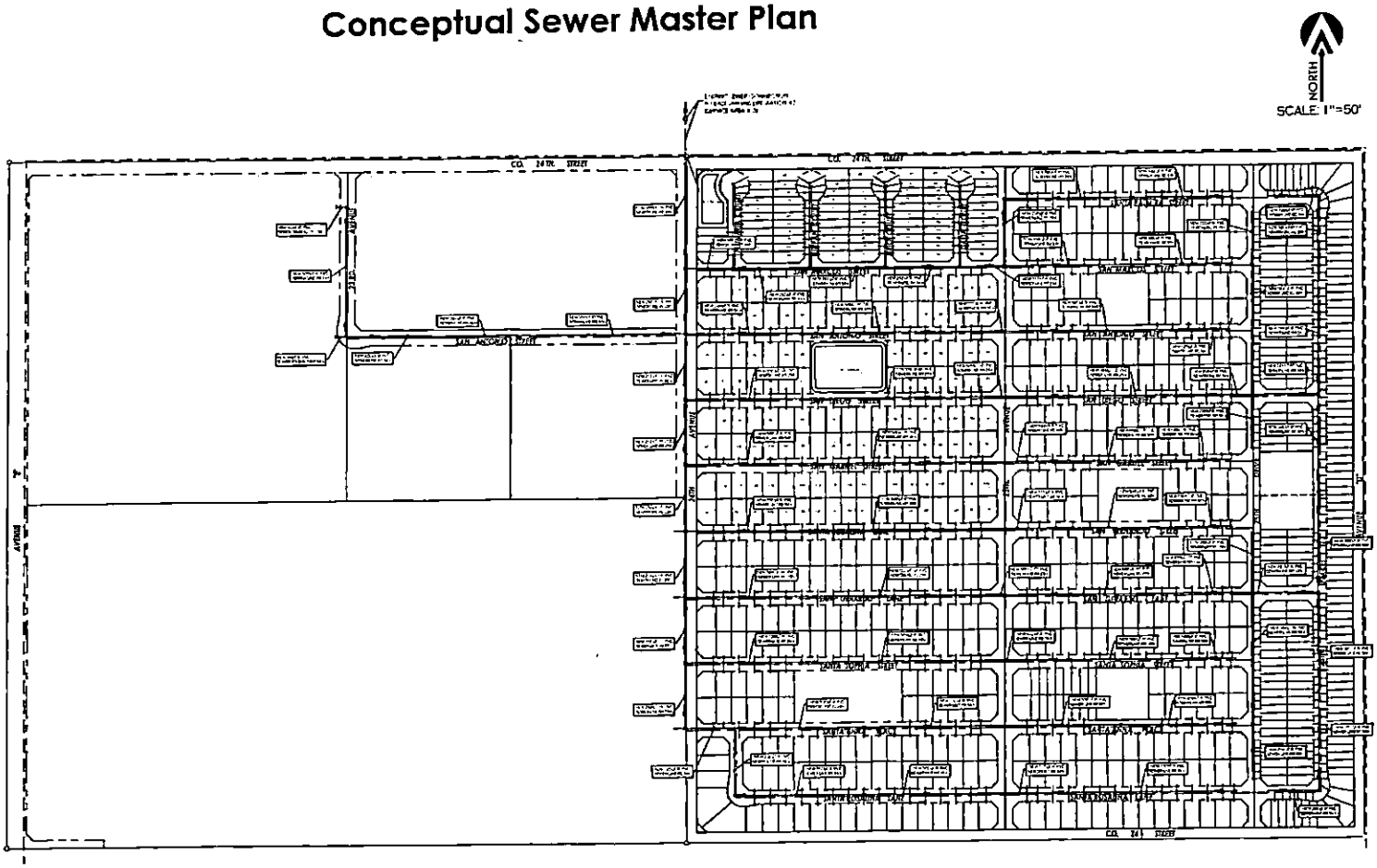


Exhibit "F"
Conceptual Water Master Plan

NORTH

SCALE: 1"=50'

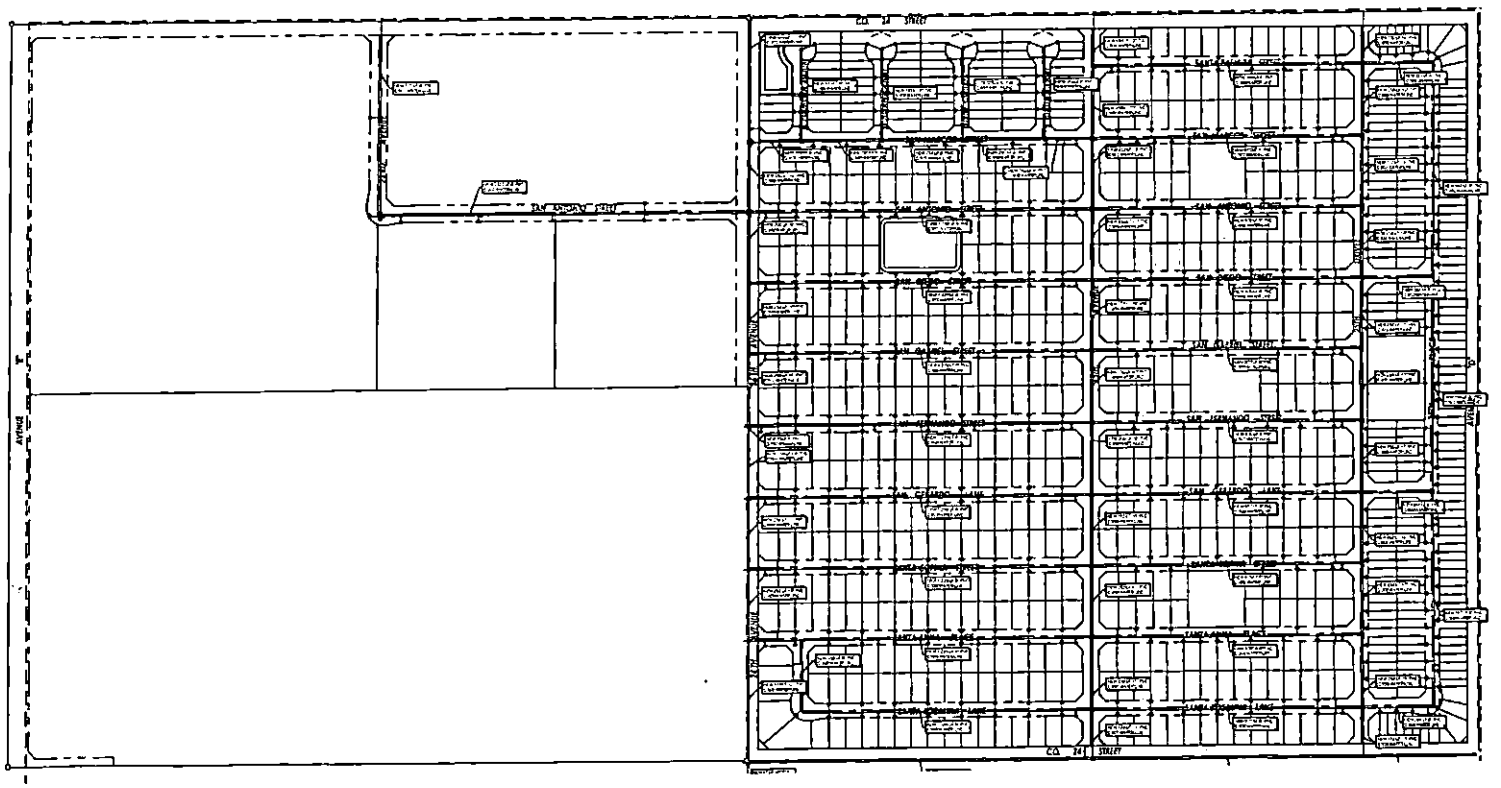
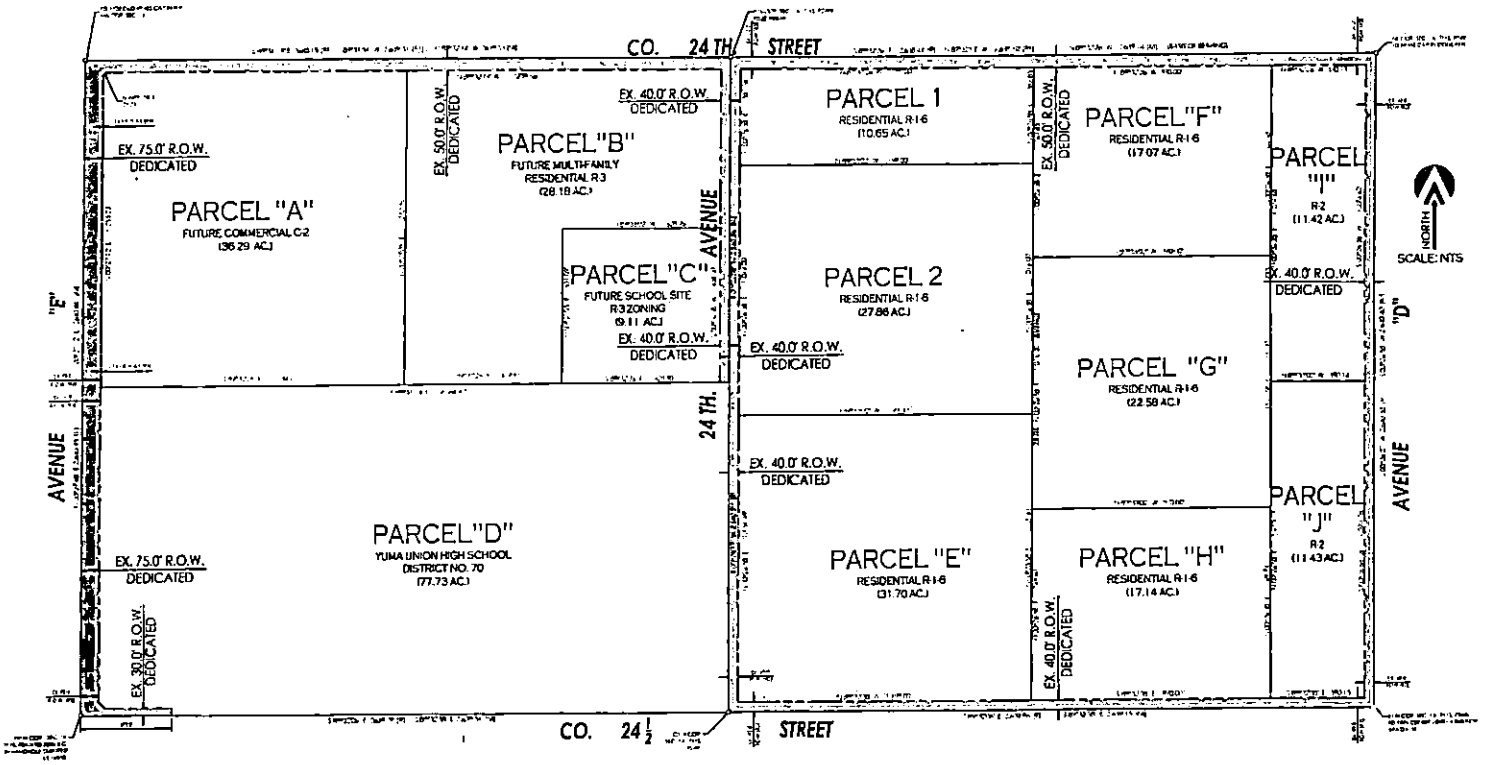


Exhibit "G"

Conceptual Roadway Master Plan



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. F.**

Meeting Date: 08/27/2025
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Justin Neuman, Paralegal, Attorney's Office
Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 469. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending City Code § 2.05.460(B) to align the City Council minutes requirement with current state law A.R.S. § 38-431.01(C)(4); repealing conflicting provisions, and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 469 by title only
B. Action on Ordinance No. 469

SUMMARY:

CITY CODE COMPLIANCE WITH STATE LAW

Under San Luis City Code Section 2.05.460(B), voting currently allows for the ayes and nays upon any questions to be entered in the minutes only at the request of its members. The city code doesn't align with the current state requirements under the Open Meeting Law, as A.R.S § 38-431.01(C)(4) states that minutes should include "an accurate description of all legal actions proposed, discussed or taken, including a record of how each member voted..." The minutes have been compliant with state law. This Ordinance merely cleans up the City Code.

CITY CODE CONFORMITY WITH LONG-STANDING PRACTICE

When, in response to the call for ayes and nays on a question (also known as a motion), a Council Member or the Mayor is silent, it is counted as an aye, in favor of the motion. This is a common practice among cities in Arizona. The city adopted Robert's Rules, which would not count silence as a vote at all, so, in order to codify the practice, it is included in this Ordinance.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 469 BY TITLE ONLY.
(CITY CLERK TO READ ORDINANCE NO. 469 BY TITLE ONLY)
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 469 AS PRESENTED.

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):

N/A

Attachments

Ordinance No. 469

Current City Code 2.05.460

A.R.S § 38-431.01

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 469

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE § 2.05.460 TO ALIGN THE CITY COUNCIL MINUTES REQUIREMENT WITH CURRENT STATE LAW A.R.S. § 38-431.01(C)(4); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the city desires to amend San Luis City Code § 2.05.460 so it aligns with the requirements under A.R.S. § 38-431.01(C)(4) of the Open Meeting Law that "an accurate description of all legal actions proposed, discussed or taken, including a record of how each member voted; and

WHEREAS, the city codifies the long-standing practice of counting those Council Members who are present but silent during the time for a vote as a vote in favor of the question, also known as the motion;

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

Section 1: Section 2.05.460 of the San Luis City Code is amended and restated to read:

(A) The Mayor shall vote as a member of the Council and shall be referred to in this Section 2.05.460 as a "member."

(B) The ayes and nays upon any questions shall be taken and entered in the minutes, including an accurate description of how each member voted.

(C) A member who is present, and who responds to the call for the ayes and nays with silence shall be taken and entered in the minutes as aye, a favorable vote for the question.

Section 2: The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to this Ordinance.

Section 3: If a conflict arises between the provisions of this ordinance and any resolution, other ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Ordinance shall govern.

Section 4: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by legislation, such decision or law shall not affect the validity of the remaining portion of this Ordinance.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of August 2025.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

2.05.460 Voting.

(A) The Mayor shall vote as a member of the Council.

(B) Upon the request of any member, the ayes and nays upon any questions shall be taken and entered in the minutes. (Code 1982 § 2-4-7. Code 2012 § 30.061.)

The San Luis City Code is current through Ordinance 466, passed May 28, 2025.

Disclaimer: The City Clerk's Office has the official version of the San Luis City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.sanluisaz.gov

Hosted by General Code.

KeyCite Yellow Flag
Proposed Legislation

Arizona Revised Statutes Annotated
Title 38. Public Officers and Employees (Refs & Annos)
Chapter 3. Conduct of Office
Article 3.1. Public Meetings and Proceedings (Refs & Annos)

A.R.S. § 38-431.01

§ 38-431.01. Meetings shall be open to the public; seating; minutes; recordings

Currentness

A. All meetings of any public body shall be public meetings and all persons so desiring shall be allowed to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting.

B. Schools, school boards, executive boards and municipalities shall provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend the deliberations and proceedings, when feasible. This section does not require a public body to relocate a meeting outside of the largest regular meeting room.

C. All public bodies shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions. For meetings other than executive sessions, the minutes or recording shall include:

1. The date, time and place of the meeting.

2. The members of the public body recorded as either present or absent.

3. A general description of the matters considered.

4. An accurate description of all legal actions proposed, discussed or taken, including a record of how each member voted. The minutes shall also include the names of the members who propose each motion and the names of the persons, as given, who make statements or present material to the public body and a reference to the legal action about which they made statements or presented material.

D. Minutes of executive sessions shall include items set forth in subsection C, paragraphs 1, 2 and 3 of this section, an accurate description of all instructions given pursuant to § 38-431.03, subsection A, paragraphs 4, 5 and 7 and other matters as may be deemed appropriate by the public body.

E. The minutes or a recording of a meeting shall be available for public inspection three working days after the meeting except as otherwise specifically provided by this article.

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F. A public body of a city or town with a population of more than two thousand five hundred persons shall:

1. Within three working days after a meeting, except for subcommittees and advisory committees, post on its website, if applicable, either:

(a) A statement describing the legal actions taken by the public body of the city or town during the meeting.

(b) Any recording of the meeting.

2. Within two working days following approval of the minutes, post approved minutes of city or town council meetings on its website, if applicable, except as otherwise specifically provided by this article.

3. Within ten working days after a subcommittee or advisory committee meeting, post on its website, if applicable, either:

(a) A statement describing legal action, if any.

(b) A recording of the meeting.

G. All or any part of a public meeting of a public body may be recorded by any person in attendance by means of a tape recorder or camera or any other means of sonic reproduction, provided that there is no active interference with the conduct of the meeting.

H. The secretary of state for state public bodies, the city or town clerk for municipal public bodies and the county clerk for all other local public bodies shall conspicuously post open meeting law materials prepared and approved by the attorney general on their website. A person elected or appointed to a public body shall review the open meeting law materials at least one day before the day that person takes office.

I. A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

J. A member of a public body shall not knowingly direct any staff member to communicate in violation of this article.

K. Any posting required by subsection F of this section must remain on the applicable website for at least one year after the date of the posting.

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Credits

Added by Laws 1962, Ch. 138, § 2. Amended by Laws 1974, Ch. 196, § 2, eff. May 22, 1974; Laws 1975, Ch. 48, § 1; Laws 1978, Ch. 86, § 2; Laws 1982, Ch. 278, § 2; Laws 2000, Ch. 358, § 2; Laws 2006, Ch. 294, § 1; Laws 2007, Ch. 71, § 2; Laws 2009, Ch. 27, § 1; Laws 2010, Ch. 88, § 1; Laws 2018, Ch. 229, § 2; Laws 2023, Ch. 23, § 1.

Notes of Decisions (91)

A. R. S. § 38-431.01, AZ ST § 38-431.01
Current through legislation of the First Regular Session of the Fifty-Seventh Legislature (2025), effective as of May 13, 2025.

End of Document

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. G.**

Meeting Date: 08/27/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Annexation Case No. 2024-01 and Ordinance No. 470. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, extending and increasing the corporate limits of the City of San Luis of Yuma County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing thereto certain territory contiguous to the existing city limits of the City of San Luis; approving infrastructure and service plan; and adopting zoning classifications for said territory; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

A. Action on Reading of Ordinance No. 470 by title only
B. Action on Ordinance No. 470

SUMMARY:

The City of San Luis General Plan 2040 covers a larger area of influence beyond the incorporated jurisdictional boundary of the City, called the Municipal Planning Area (MPA). The San Luis MPA contains a total of 92 square miles, which includes the incorporated city limits as well as land in unincorporated areas of Yuma County that has the potential to be annexed in the future.

The annexation is a crucial strategy for the City of San Luis to ensure sustainable and orderly growth. The city has initiated steps to annex various county islands currently within the city limits to promote organized development. Many of these islands are owned by the state and federal governments.

The annexation of state-owned land requires approval from the State Land Commissioner and the State Selection Board, making this process longer than federal land annexation. City staff have begun discussions with state officials to advance the annexation of state-owned county islands.

Federal land annexation, involving lands managed by agencies like the Forest Service and Bureau of Land Management (BLM), does not require agency approval.

ANNEXATION CASE NO. 2024-01 / ORDINANCE NO. 470

This case pertains to the annexation of federal land owned by the Department of the Interior and managed by the BLM. The total acreage of the proposed annexation is approximately 1,285 acres. While agency approval is not required, the city has notified the local BLM office of its petition.

To start the annexation process, the City of San Luis recorded a blank petition for annexation of territory on July 25, 2024. A copy of a blank petition, together with the legal description and a map, is attached to this item and can be found on the records of the Yuma County Recorder's Office under Fee Number

2024-17750.

By law, the City was required to hold a public hearing within thirty (30) days of recording the blank petition. The City Council held a public hearing on August 21, 2024. The City provided notice of this hearing by publishing in the Yuma Sun, mailing notices to all property taxpayers within the proposed annexation territory, and posting notices at three locations within the area.

Petition signatures could be collected beginning August 25, 2024 (after the 30-day waiting period), with a deadline of August 24, 2025, to gather sufficient signatures representing more than half of the property taxpayers and more than half of the assessed property value in the proposed area. The City collected the necessary signatures on July 16, 2025.

The City of San Luis recorded a signed petition for annexation of territory on August 13, 2025. A copy of a signed petition, including the legal description and map, is attached to this item and is on file with the Yuma County Recorder's Office under Fee Number 2025-19945.

ZONING:
In accordance with Arizona Revised Statutes § 9-471(M):

"A city or town annexing an area shall adopt zoning classifications that permit densities and uses not greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land."

The parcel is zoned Rural Area-10 Acres Minimum (RA-10) in Yuma County. If the property is annexed into the City, the equivalent zoning is Rural Area Residential (RA-10). With the adoption of Ordinance No. 470, the annexed property will be zoned to RA-10.

POLICY FOR DEVELOPMENT OF INFRASTRUCTURE AND SERVICES:
In accordance with Arizona Revised Statutes § 9-471(P), on or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years after the date when the annexation becomes final.

As part of Ordinance No. 470, the required policy will be approved and adopted in compliance with state law.

STAFF RECOMMENDATION:
Staff recommends approval and adoption of Ordinance No. 470.

This annexation will facilitate long-term planning to accommodate growth, enhance infrastructure planning and budgeting, and streamline future service provision. By incorporating this land within city limits, San Luis aims to simplify boundaries, improve development planning, and boost the efficiency and cost-effectiveness of municipal services such as roads and parks.

RECOMMENDATION / SUGGESTED MOTION:
A. I MOVE TO APPROVE READING OF ORDINANCE NO. 470 BY TITLE ONLY.
(CITY CLERK TO READ ORDINANCE NO. 470 BY TITLE ONLY)
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 470, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Ordinance No. 470
City Limits Aerial
Recorded Blank Petition
Recorded Signed Petition

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 470

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SAN LUIS OF YUMA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SAN LUIS; APPROVING INFRASTRUCTURE AND SERVICE PLAN; AND ADOPTING ZONING CLASSIFICATIONS FOR SAID TERRITORY; AND PROVIDING FOR SEVERABILITY.

WHEREAS, a petition in writing, accompanied by a map or plat of said real property, having been filed and presented to the Mayor and Council of the City of San Luis, Arizona, signed by the owner of more than one-half in value of property as would be subject to taxation by the City of San Luis in the event of annexation within the territory and land hereinafeter described as shown by the last assessment of said property, which said territory is contiguous to the City of San Luis, Arizona, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of San Luis, and to extend and increase the corporate limits of the City of San Luis so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of San Luis, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the City of San Luis to include said territory; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of San Luis, Arizona, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and

WHEREAS, A.R.S. §9-471(M) provides that a city annexing an area shall adopt zoning classifications which permit densities and uses no greater than those permitted by the

county immediately before annexation; and

WHEREAS, the territory being annexed by this ordinance is zoned as Rural Area – 10 acres minimum (RA-10) in Yuma County and the closest zoning classification in the San Luis Zoning Code, as amended, to said classification without permitting densities and uses greater than that permitted immediately prior to annexation pursuant to this ordinance in the classification Rural Area Residential (RA-10); and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of San Luis, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the county recorder;

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

Section 1. That the following described territory be, and the same hereby is, annexed to the City of San Luis, Arizona, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City limits, to wit:

> *Sections 3 and 4, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona;*
>
> *and*
>
> *The East 50 feet of the West Half of the Southeast Quarter and the East 50 feet of the Southwest Quarter of the Northeast Quarter of Section 33, Township 10 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.*

Section 2. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of San Luis, Arizona, shown in Exhibit "A" hereto, certified by the Mayor of said City, be forthwith filed and recorded in the office of the County Recorder of Yuma County, Arizona and a copy of this ordinance be provided to the Clerk of the Board of Supervisors of Yuma County, Arizona.

Section 3. That the territory being annexed by this ordinance is zoned as Rural Area – 10 acres minimum (RA-10) in Yuma County immediately before annexation by this ordinance, is hereby zoned and classified as Rural Area Residential (RA-10).

Section 4. That the City Council approves and affirms that it is the policy of the City to provide newly annexed territory with infrastructure and services (to the extend not already provided) commensurate with other areas of the City within 10 years after the annexations becomes final as further described in Exhibit "B", attached hereto and incorporated herein by this reference.

Section 5. If any section, sentence, phrase, clause, or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 27th day of August, 2025.

_____
Nieves Riedel, Mayor

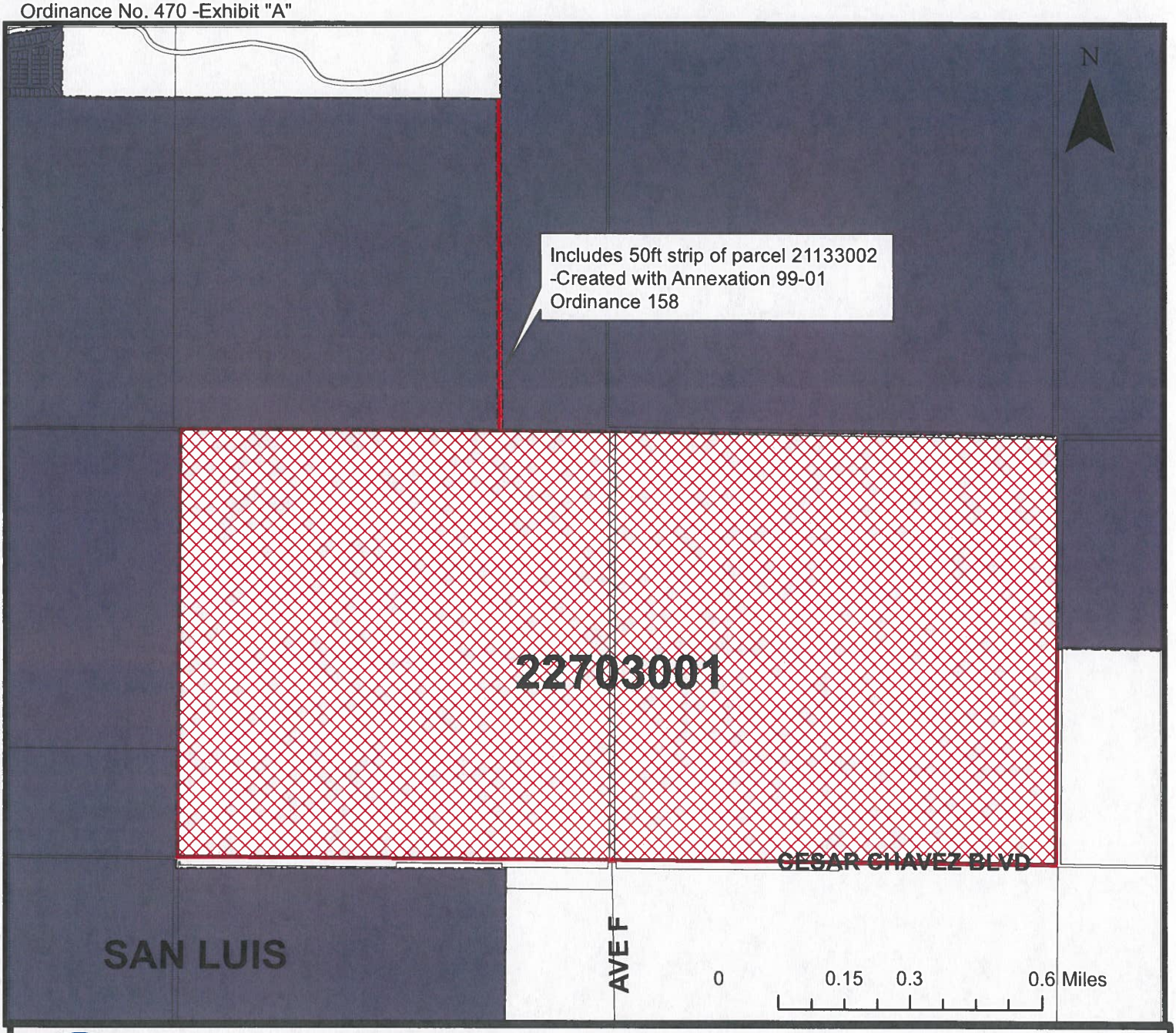
ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Ordinance No. 470 -Exhibit "A"



ANNEXATION 2024-01

Ordinance No. 470 - Exhibit "A"

SAN LUIS

PROPOSED ANNEXATION

LEGAL:

Sections 3 and 4, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona;

And

The East 50 feet of the West Half of the Southeast Quarter and the East 50 feet of the Southwest Quarter of the Northeast Quarter of Section 33, Township 10 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona

Containing an area of apprpoximately 1,285 acres, more or less.

In addition to the territory shown on this map, shaded in red, the proposed annexation includes any and all county right-of-way and roadways with not taxable value that are within or contiguous to the exterior boundaries of shaded area and said right of way and roadways are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

CERTIFICATION OF MAP

ANNEXED TERRITORY TO THE CITY OF SAN LUIS

ORDINANCE NO. 470

ANNEXED TERRITORY LOCATED IN TOWNSHIP 11 SOUTH AND TOWNSHIP 10 SOUTH OF RANGE 24 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby certify that the attached map identified as Exhibit "A", is true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 470 on the 27th day of August 2025, annexing the territory described in Ordinance No. 407 and as shown on said map as part of the territory to be included within the corporate limits of the City of San Luis, Arizona.

_____ ATTEST:_____

MAYOR CITY CLERK

SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

AND

THE EAST 50 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE EAST 50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

Ordinance No. 470
Exhibit "B"

CITY OF SAN LUIS

Policy for the Development of Infrastructure to Serve Annexed Territory

It is the policy of the City of San Luis to ensure that appropriate levels of infrastructure and public services are available to serve anticipated new development within any territory annexed into the City, consistent with applicable state law.

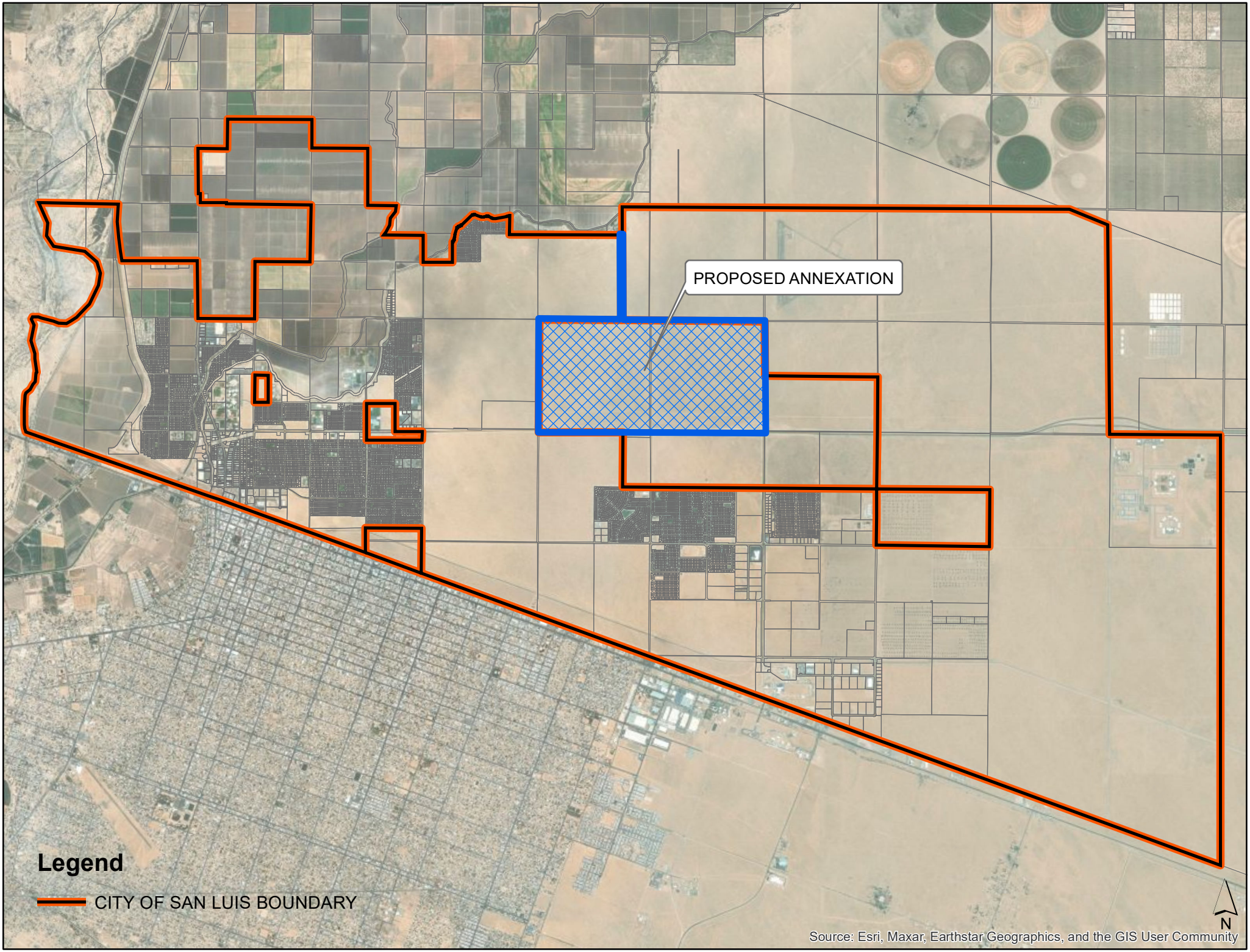
The land proposed for annexation is currently vacant and owned by the federal government. While no immediate development is planned, the City recognizes the potential for future land transfers, leases, or development activities. The City of San Luis stands ready to coordinate with federal agencies, future landowners, and developers to facilitate the orderly extension of infrastructure and services to the area.

The City of San Luis owns and operates both water and wastewater utilities and currently has the capacity to serve the proposed annexation area as development occurs. The City's subdivision regulations require developers to construct all necessary infrastructure, including water, sewer, roads, and drainage, prior to approval of any subdivision. Financial assurances are required to ensure the completion of infrastructure prior to the issuance of building permits. Lot splits are also subject to infrastructure requirements before development may proceed.

As a matter of longstanding policy, the City of San Luis actively forms and supports special improvement districts as needed to finance, construct, and maintain infrastructure and public services. These include, but are not limited to, community facilities districts (CFDs), street lighting improvement districts (SLIDs), and enhanced municipal services districts (EMSDs).

The City has implemented a development fee program to help fund infrastructure needed to support growth, and maintains a policy of regularly reviewing and adjusting utility rates to ensure continued delivery of essential services, including water, wastewater, and solid waste. These fees are subject to regulation by the State of Arizona, which may affect the City's ability to fully fund infrastructure through this mechanism. Nonetheless, the City remains committed to pursuing state funding and alternative financing tools to support infrastructure expansion in newly annexed areas.

The City of San Luis affirms its commitment to work collaboratively with federal, state, and private partners to ensure that appropriate infrastructure and services will be available to support development within the annexed area within ten years of the annexation becoming final, in compliance with Arizona law.


PROPOSED ANNEXATION
Legend
CITY OF SAN LUIS BOUNDARY
N
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

WHEN RECORDED MAIL TO:

City Clerk's Office
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

CONFORMED COPY
2024-17750 ANNEXATION
07/25/2024 11:36:03 AM Pages: 5 Fees: $15.00
Requested By:CITY OF SAN LUIS CLERK

Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information

****

CAPTION HEADING:

ANNEXATION 2024-01

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

STATE OF ARIZONA)
)ss.
COUNTY OF YUMA)

Jose A. Guzman, being first fully sworn, upon oath, deposes and says that he files this Affidavit in compliance with A.R.S. §9-471.A.6. This Affiant is the Director of Development Services for the City of San Luis, an Arizona municipal corporation, and has been assigned the duties of preparing the Petition for Annexation in compliance with A.R.S. §9-471.A on the property described in said Annexation Petition which is attached hereto for recording.

The Affiant, as an authorized agent of the City of San Luis, Arizona, has made a diligent search of the records of the Yuma County Recorder, and hereby verifies, to the best of the Affiant's knowledge, information, and belief that no part of the territory for which the filing is made is already subject to an earlier filing for annexation by another jurisdiction.

Therefore, this Affiant hereby requests that the Office of the Recorder of Yuma County, State of Arizona accept for recording the attached Petition for Annexation, pursuant to A.R.S. §9-471.

Dated this 25th day of July 2024

Jose A. Guzman

Subscribed and sworn to before me this 25TH day of July, 2024 by Jose A. Guzman, Director of Development Services for the City of San Luis, Arizona.

Janet Taylor
Notary Public - Arizona
Yuma County
Commission Number 613080
My Comm. Exp. 9/28/2025

Notary Public

My commission expires:
09/28/2025

CITY OF SAN LUIS ANNEXATION PETITION NO. 2024-01

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

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

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

SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA;

AND

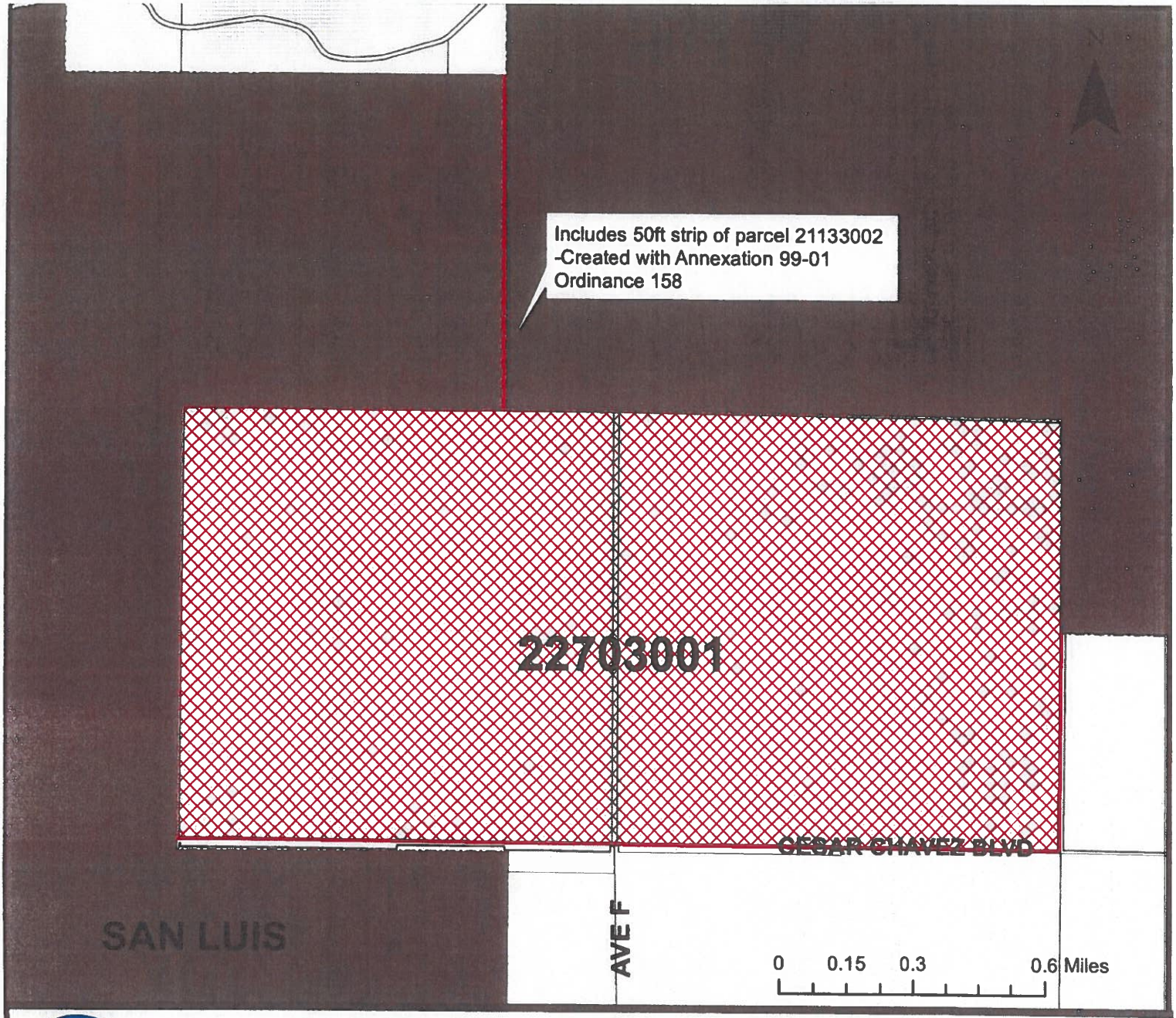
THE EAST 50 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE EAST 50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

CONTAINING APPROXIMATELY 1,285 ACRES, MORE OR LESS.

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

The City of San Luis shall be responsible, upon completed annexation, for the maintenance of all public roadways and rights-of-way within any territory that is annexed, except for state highways, which shall remain the responsibility of the State of Arizona. All public roadways and rights-of-way that are contiguous to, but not within, any territory annexed as a result of this petition shall remain the responsibility of the legal entity that is presently maintaining said roadway or rights-of-way, whether it is presently the Yuma County or the State of Arizona.

CITY OF SAN LUIS ANNEXATION PETITION NO. 2024-01				
Date	Owner Signature	Mailing Address	Phone No.	Parcel Number or Legal Description
(Legal Description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)				



ANNEXATION 2024-01

SAN LUIS

PROPOSED ANNEXATION

LEGAL:

Sections 3 and 4, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona;

And

The East 50 feet of the West Half of the Southeast Quarter and the East 50 feet of the Southwest Quarter of the Northeast Quarter of Section 33, Township 10 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona

Containing an area of apprpoximately 1,285 acres, more or less.

In addition to the territory shown on this map, shaded in red, the proposed annexation includes any and all county right-of-way and roadways with not taxable value that are within or contiguous to the exterior boundaries of shaded area and said right of way and roadways are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

WHEN RECORDED, MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

CONFORMED COPY
2025-19945 ANNEXATION
08/13/2025 08:56:08 AM Pages: 4 Fees: $15.00
Requested By:SAN LUIS CITY CLERK'S OFFICE

David Lara County Recorder, YUMA County AZ



The above area is to be reserved for recording information

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CAPTION HEADING:

ANNEXATION PETITION

City of San Luis
Annexation Case No. 2024-01
Parcel Number 2270301 and 50ft Strip of 21133002

CITY OF SAN LUIS
AUG 11 2025
RECEIVED

CITY OF SAN LUIS ANNEXATION PETITION NO. 2024-01

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CONTAINING APPROXIMATELY 1,285 ACRES, MORE OR LESS.

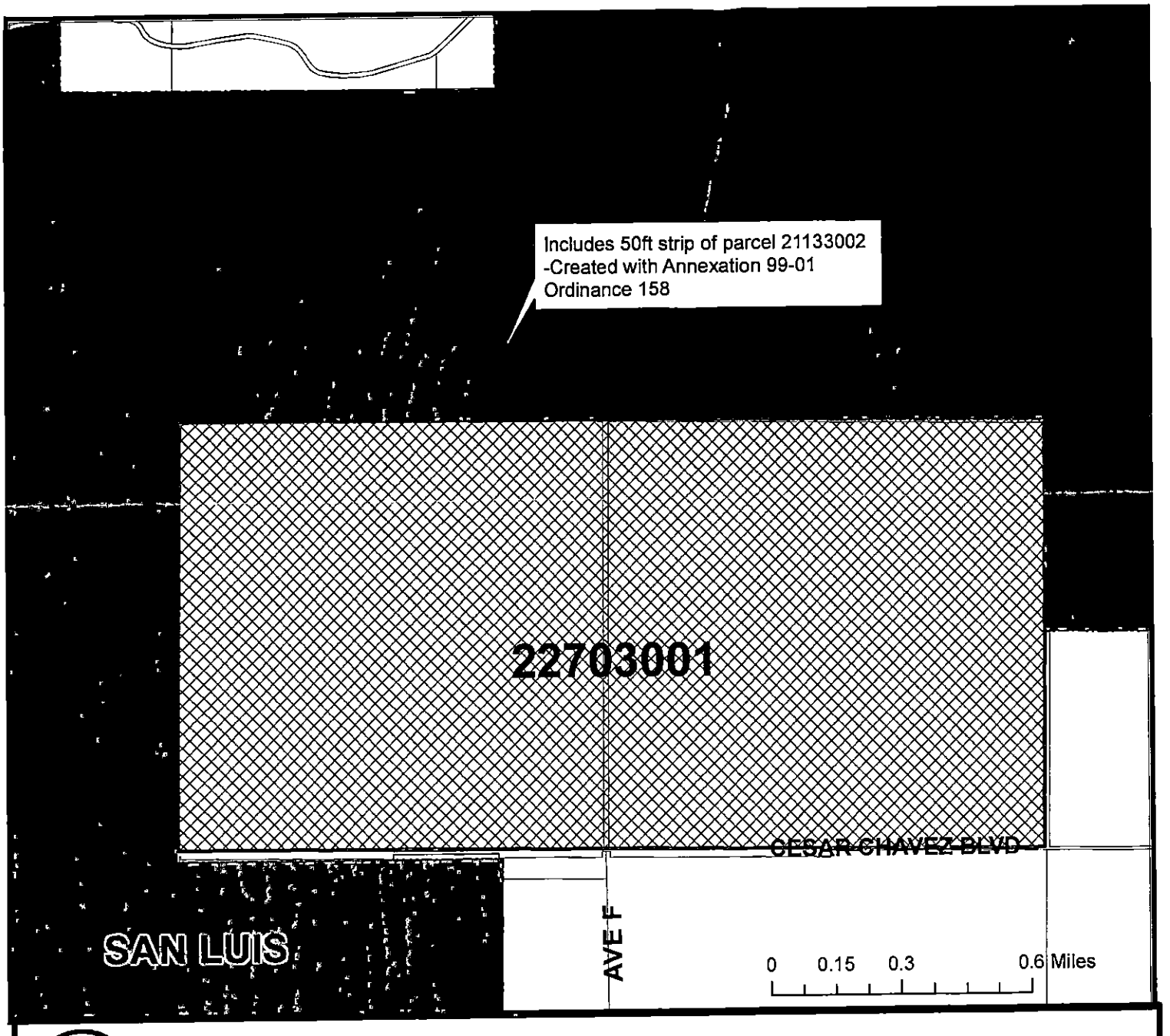
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CITY OF SAN LUIS ANNEXATION PETITION NO. 2024-01

Date	Owner Signature	Mailing Address	Phone No.	Parcel Number or Legal Description
7/16/2025	David Cliff	6700 E 30th St Yuma, AZ 85367	520-368-8811	-114.716 32.487 SW Corner of Sec. 3 Township 11 South Range 24 West

(Legal Description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)



ANNEXATION 2024-01

SAN LUIS

PROPOSED ANNEXATION

LEGAL:

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And

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