



## 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, March 25, 2026. 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 Miércoles, 25 de Marzo del 2026. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**March 25, 2026**  
**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 Animal Cruelty Prevention Month - April 2026

**5. B.** Proclamation on Autism Month - April 2026

**5. C.** Proclamation on Child Abuse Prevention Month - April 2026

**5. D.** Proclamation on National Fair Housing Month - April 2026

**5. E.** Proclamation on Records and Information Management Month - April 2026

**5. F.** Proclamation on Sexual Assault Awareness Month - April 2026

**5. G.** Proclamation on Stress Awareness Month - April 2026

**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**

- Regular Council meeting held February 25, 2026

**6. B. DISBURSEMENTS**

**From March 3, 2026 to March 17, 2026**

**Total \$1,207,707.61** (One Million, Two Hundred Seven Thousand, Seven Hundred Seven Dollars and Sixty-One Cents)

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

**7. A.** Discussion and possible action on any and all matters regarding the request from the Yuma County Recorder's Office to place a ballot drop box at City Hall or the Cesar Chavez Cultural Center. **(David Lara, Yuma County Recorder)**

- 7. B.** Discussion and possible action on any and all matters regarding the fencing of the East Community Park soccer fields. **(Angelica Roldan, Director of Parks and Recreation)**
- 7. C.** Discussion and possible action on any and all matters regarding the City of San Luis East Community Park parking lot roundabout paving project. **(Angelica Cifuentes, Purchasing Coordinator)**
- 7. D.** Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Merrill Development, Inc., for the construction of the new metal building addition for the water treatment plant project. **(Angelica Cifuentes, Purchasing Coordinator)**
- 7. E.** Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Wild West Casino Night on May 1, 2026. **(Marcos Ramirez, San Luis FRONTERA Rotary Club)**
- A. Presentation by staff and/or applicant
  - B. Open Public Hearing
  - C. Call to the public on this item
  - D. Close Public Hearing
  - E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control
- 7. F.** Discussion and possible action on any and all matters regarding a budget transfer to cover Solid Waste vehicle maintenance and operation expenses for the remainder of Fiscal Year 2026. **(Manuel Hernandez, Assistant Director of Public Works)**
- 7. G.** Discussion and possible action on any and all matters regarding Resolution No. 2394. A Resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for roadway and traffic signal maintenance. **(Manuel Hernandez, Assistant Director of Public Works)**
- 7. H.** Discussion and possible action on any and all matters regarding Resolution No. 2395. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the submission of an application and committing local match funds for the Arizona Department of Transportation (ADOT) Transportation Alternatives Program (TAP) Grant for the East Main Canal Shared-Use Path Project (County 22nd Street to Urtuzuastegui Street). **(Armando Esparza, Director of Economic Development)**
- 7. I.** Discussion and possible action on any and all matters regarding Resolution No. 2396. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending Section HR-4-03(A) of the City of San Luis Personnel Policies relating to Holidays by renaming Cesar Chavez Day; and declaring it an emergency. **(Jenny Torres, City Manager)**

*(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)*

**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: 03/25/2026

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Title:

Proclamation on Animal Cruelty Prevention Month - April 2026

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Attachments

Proclamation

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OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

## ANIMAL CRUELTY PREVENTION MONTH April 2026

**WHEREAS**, the prevention of animal cruelty and promotion of animal welfare are essential to maintaining a compassionate and just society; and

**WHEREAS**, the City of San Luis recognizes that animals are sentient beings capable of experiencing pain, fear, and distress, deserving of protection under the law and ethical treatment by all members of our community; and

**WHEREAS**, animal cruelty is strongly correlated with other forms of violence and criminal behavior, making its prevention crucial to public safety and community well-being; and

**WHEREAS**, the City of San Luis acknowledges the dedicated work of animal control officers, veterinarians, animal welfare organizations, and volunteers who work tirelessly to prevent animal cruelty, rescue abused animals, and promote responsible pet ownership; and

**WHEREAS**, the City of San Luis encourages all residents to recognize, prevent, and report signs of animal abuse to protect animals from harm; and

**WHEREAS**, every animal deserves to be treated with dignity, respect, and have their basic needs met, including sufficient food, water, and shelter; and

**WHEREAS**, education about animal welfare, responsible pet ownership, and the importance of reporting suspected animal cruelty is vital to creating a more humane community; and

**WHEREAS**, the City of Luis is committed to enforcing animal cruelty laws, supporting animal welfare initiatives, and promoting humane treatment of all animals within our jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as “**Animal Cruelty Prevention Month**” in the City of San Luis and urge all citizens to recognize and report signs of abuse.

**DATED** this 25<sup>th</sup> day of March 2026.

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Nieves Riedel, Mayor

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**5. B.**

Meeting Date: 03/25/2026

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Title:

Proclamation on Autism Month - April 2026

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Attachments

Proclamation

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# *Proclamation*

## **AUTISM AWARENESS MONTH April 2026**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, autism spectrum disorders are a broad range of conditions characterized by challenges with social skills, repetitive behaviors and speech and nonverbal communication; and

**WHEREAS**, autism spectrum disorders affect at least 1 in 68 children and an unknown number of adults in the United States of all genders, races, ethnicities, and socioeconomic backgrounds; and

**WHEREAS**, early, accurate diagnosis and appropriate education, intervention, and therapy are vital to the well-being of those with autism spectrum disorders; and

**WHEREAS**, people with autism spectrum disorder should have access to the care, services, and opportunities they need to be happy and to achieve their greatest potential; and

**WHEREAS**, the City of San Luis is honored to participate in the annual observance of World Autism Awareness Month, in the hope that it will lead to greater research and a better understanding and acceptance of autism spectrum disorder.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as "**Autism Awareness Month**" and encourage all citizens to raise public awareness and understanding of autism spectrum disorder, as well as to increase knowledge of the efforts that have been and are being made to support individuals with autism spectrum disorder and their families.

**DATED** this 25<sup>th</sup> day of March 2026.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. C.**

Meeting Date: 03/25/2026

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Title:

Proclamation on Child Abuse Prevention Month - April 2026

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## CHILD ABUSE PREVENTION MONTH April 2026

**WHEREAS**, every child is entitled to love, care, security, and protection from abuse, exploitation, and neglect; and

**WHEREAS**, a report of child abuse is made every ten seconds in the United States; and

**WHEREAS**, child abuse and neglect are important societal concerns that may affect the long-term health and well-being of not only the children but also the adults they become; and

**WHEREAS**, safe, stable, and nurturing relationships and communities can break the cycle of abuse and maltreatment; and

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community and faith organizations, businesses and law enforcement; and

**WHEREAS**, everyone has a stake in ensuring that children have access to the resources and support they need to be safe, healthy and successful; and

**WHEREAS**, suspected child abuse or neglect must immediately be reported to Arizona's Statewide Child Abuse Hotline or law enforcement; and

**WHEREAS**, abuse and neglect prevention remains Arizona's goal for our children and families.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as "**Child Abuse Prevention Month**" and I further call upon the citizens of San Luis to participate in efforts to protect children, strengthen families and prevent child abuse and neglect.

**DATED** this 25<sup>th</sup> day of March 2026.

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

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**5. D.**

Meeting Date: 03/25/2026

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Title:

Proclamation on National Fair Housing Month - April 2026

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Attachments

Proclamation

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# *Proclamation*

## **NATIONAL FAIR HOUSING MONTH April 2026**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, the National Fair Housing Law of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex disability, familial status or national origin; and

**WHEREAS**, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

**WHEREAS**, April has traditionally been designated as Fair Housing Month in the United States.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as “**National Fair Housing Month**” and the Fair Housing Amendments Act of 1988 for FY 2026 in the City of San Luis and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

**Dated** this 25<sup>th</sup> day of March 2026.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. E.**

Meeting Date: 03/25/2026

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Title:

Proclamation on Records and Information Management Month - April 2026

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## RECORDS AND INFORMATION MANAGEMENT MONTH April 2026

**WHEREAS**, Records and Information Management Month was first introduced in 1995 by the Association of Records Managers and Administrators to celebrate the importance of Records and Information Management professionals and to highlight the value they bring to organizations and communities; and

**WHEREAS**, the management of public records, information, and data is critical to every government agency in ensuring compliance and profitability and to every government agency for serving the best interest of those within its jurisdiction; and

**WHEREAS**, technologies are increasing the volume of information, and globalization is expanding the complexity of information; therefore, the proper management of information as an asset is essential; and

**WHEREAS**, control and governance of records, information, and data is necessary for the reduction of risk, liability, and associated costs as well as for compliance with global standards and practices; and

**WHEREAS**, the City's Records Management Specialist is responsible for the careful management, disposition, and provision of access to public records on behalf of the City of San Luis residents and community members.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as “**Records and Information Management Month**” in the City of San Luis, Arizona.

**DATED** this 25<sup>th</sup> day of March 2026.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. F.**

Meeting Date: 03/25/2026

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Title:

Proclamation on Sexual Assault Awareness Month - April 2026

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **SEXUAL ASSAULT AWARENESS MONTH April 2026**

**WHEREAS**, sexual assault, at its core, is a devastating abuse of power - one that affects people of every age, race, sex, gender identity, sexual orientation, national origin, socioeconomic background, and religion; and

**WHEREAS**, rape, sexual assault, and sexual harassment have extensive and widespread physical and mental health implications, including post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders, and suicide; and

**WHEREAS**, 1 in 3 women and 1 in 6 men have experienced sexual violence involving physical contact at some point in their lives; and

**WHEREAS**, the Centers for Disease Control and Prevention found that 43.2% of females and 51.3% of males first experienced victimization prior to age 18; and

**WHEREAS**, 66% of women and 36% of men report knowing their perpetrator and 67% of victims under the age of 18 identified their perpetrator as a family member and 79% said they were currently living with that perpetrator; and

**WHEREAS**, 59% of violent crimes are not reported to law enforcement; and

**WHEREAS**, through prevention education, awareness efforts, a strong continuum of victim services, and holding perpetrators responsible for their actions, we can work together to better address sexual violence and create safer communities for all Arizonans; and

**WHEREAS**, through collaborative efforts, individuals, agencies, organizations, and communities can work together to prevent sexual assault and support victims and survivors.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as “**Sexual Assault Awareness Month**” and urge all citizens to support victims when they reach out and disclose abuse.

**DATED** this 25<sup>th</sup> day of March 2026.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. G.**

Meeting Date: 03/25/2026

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Title:

Proclamation on Stress Awareness Month - April 2026

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Attachments

Proclamation

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*Proclamation*  
**STRESS AWARENESS MONTH**  
**April 2026**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, stress can be debilitating and it can cause and/or aggravate health problems; and

**WHEREAS**, since stress is a normal part of human existence, no one is immune to it; and

**WHEREAS**, Stress Awareness Month is a national, cooperative effort to inform people about the dangers of stress, successful coping strategies and harmful misconceptions about stress that are prevalent in our society; and

**WHEREAS**, one of the most effective ways to deal with stress is to learn how to silence the mind. Meditation is one of the most popular methods of achieving this quiet, and

**WHEREAS**, there are several types of stress and we all tend to face these at different times in our lives. The everyday stresses of jobs and family are the most common; and

**WHEREAS**, 77% of people surveyed indicated that they experience physical symptoms caused by stress and 33% stated that they are living with extreme stress; and

**WHEREAS**, during this annual thirty-day period, health care professionals and health promotion experts across the country will join forces to increase public awareness about both the causes and cures for our modern stress epidemic.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim April 2026, as "**STRESS AWARENESS MONTH**" and encourage all our residents to pursue self-care practices to reduce the negative effects of stress.

**DATED** this 25<sup>th</sup> day of March 2026.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

**6. A.**

Meeting Date: 03/25/2026

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Summary

#### **MINUTES OF**

- Regular Council meeting held February 25, 2026

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Attachments

2/25/2026 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**February 25, 2026**  
**6:00 p.m.**

**1. CALL TO ORDER/ROLL CALL**

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

**PRESENT:** Council Member Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Azael De La Hoya (arrived at approximately 6:40 p.m.)  
Council Member Esteban C. Rosales  
Council Member Lizeth Servin (via Teams)  
Vice Mayor Javier Vargas  
Mayor Nieves Riedel

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Joe Estes, Interim City Attorney  
Melissa Lopez, Deputy City Clerk  
Adela Cortez, Director of Human Resources  
Alan Guevara, Police Lieutenant  
Albert Moreno, IT Technician  
Ana Camacho, Custodian  
Angel Ramirez, Fire Chief  
Angelica Roldan, Director of Parks & Recreation  
Antonio Maldonado, Multimedia Production &  
Operations Specialist  
Armando Esparza, Director of Economic Development  
Danya Carrasco, Human Resources Coordinator  
Edgar Esparza, Billing & Collections Manager  
Enrique Lopez, Assistant Fire Chief  
Eulogio Vera, Director of Public Works  
Francia Alonso, Public Information Officer  
Jose Guzman, Director of Development Services  
Juan Tejeda, Assistant Director of Development Services  
Manuel Hernandez, Assistant Director of Public Works  
Maria Barajas, Human Resources Manager  
Maria Sabori, Risk Manager  
Michelle Boucher, Police Administrator  
Nigel Reynoso, Chief of Police  
Olivia Jenkins, Administrative Services Manager

Oswaldo Rodriguez, Lead Custodian  
Roman Pacheco, Planning Coordinator  
Tomas Sanchez, City Engineer  
Victor De La Torre, Safety Officer  
Yolanda Dueñas, Facilities Supervisor  
Buna George, Resident  
Cesar Neyoy, Reporter  
Fabher Sanchez, Resident  
Greg LaVann, Greater Yuma Economic Development  
President and CEO  
Hugo Garcia, Resident  
Joseph Reynoso, Police Chaplain  
Marco Pinzon, Resident  
Marcos Ramirez, Rotary Club  
Veronica Zavala, Resident

## **2. PLEDGE OF ALLEGIANCE**

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

## **3. INVOCATION**

The invocation was performed by Mr. Joseph Reynoso, Police Chaplain.

## **4. CALL TO THE PUBLIC**

Mr. James Allen Jr., United States Army Retired, 1549 E. Babbitt Lane, San Luis, AZ, commented that on 6<sup>th</sup> Avenue and Babbitt Lane, there used to be a four-way stop, which should be brought back, as he indicated approximately one (1) year ago. The reason is that no one can safely cross 6<sup>th</sup> Avenue, including children going to school. The removal of the four-way stop was not a very knowledgeable thought, as there is a high level of speed. There are probably 10 or 15 calls about people driving through residential areas at speeds over 25 miles per hour. Citizens on Babbitt Lane are concerned and would like speed bumps to be considered in those areas. Secondly, he mentioned that last Sunday, he was going around the city to collect signatures because he is running for Mayor. When he arrived at old San Luis, in an area some people might call dilapidated, a vehicle outside suggested that someone might be at home. He opened the gate and saw no animals. He went in no more than about 10 feet away from the door, turned around and what greeted him were two (2) Great Danes and latched on to his right forearm. He does not blame the animals; that is the animals' territory, but situations like this should be looked at. Why? Because what if a child had walked in? That could have been a fatal type of situation. He is not upset with the owners, but ensuring people have safe homes is his concern.

## **5. PROCLAMATIONS/PRESENTATIONS**

### **5. A. Proclamation on Read Across America Week, March 2-6, 2026**

### **5. B. Proclamation on International Women's Day, March 8, 2026**

Ms. Melissa Lopez, Deputy City Clerk, read the proclamations by title only.

### **5. C. Presentation and recognition of the 2025 - 4th Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Enrique Lopez, ERAP Chair)**

Mr. Enrique Lopez, ERAP Chair, presented the awards and recognized the exceptional contributions of some of the most dedicated employees. The Employee Recognition Awards Program is an opportunity to celebrate the hard work, integrity and commitment of these individuals who consistently go above and beyond in serving the community and upholding the mission of the organization. The awards presented were the Achievement Award, the Award of Excellence, the Customer Service Award, the Employee of the Quarter, the Safety Award, the Rookie of the Year, and the Employee of the Year.

### **5. D. Presentation on the economic value of Arizona Western College (AWC) in Yuma and La Paz Counties. (Susanna M. Zambrano, AWC Dean of Regional Centers and Adult Education)**

Ms. Susanna M. Zambrano, AWC Dean of Regional Centers and Adult Education, stated that 60% of their students are first-generation college students, meaning they are the first in their families to attend college. 73% of their students are Hispanic or Latino, making AWC a Hispanic-serving institution from the day it opened its doors. 29% of their students are early college students, meaning they are taking college classes as dual-credit or concurrent-enrollment students under the age of 18. They had a fabulous decade of growth at AWC, while community colleges across Arizona have been experiencing declining enrollment. She also spoke about the Early College Experience, the Economic Impact for Yuma and La Paz Counties, and the Investment Analysis.

Mayor Nieves Riedel thanked Ms. Zambrano for the presentation and noted that she wished AWC could move to a larger building because there is not enough parking spaces for all the students at their current location.

Ms. Zambrano added that AWC is strategically planning for growth and supporting South Yuma County communities.

The City Council thanked Ms. Zambrano for the presentation and added some remarks.

**5. E. Presentation by the Greater Yuma Economic Development Corporation (GYEDC) on the updated Comprehensive Economic Development Strategy (CEDs). (Amber Shek, Greater Yuma Economic Development Corporation)**

Ms. Amber Shek, Chief Operations Officer for the Greater Yuma Economic Development Corporation, presented the 2025-2030 Comprehensive Economic Development Strategy (CEDs)). Her presentation included the Purpose of the Approved CEDs and Why It Matters, The CEDs as a Funding & Coordination Tool, Current Projects Added to the CEDs, Next Steps: How We'll Use the CEDs. She stated that the CEDs is a practical funding tool as it strengthens San Luis' ability to compete for investment, align regionally and move priority projects forward.

Mayor Nieves Riedel thanked Ms. Shek for the presentation.

**6. CONSENT AGENDA**

**6. A. MINUTES OF**

**- Regular Council meeting held January 28, 2026**

**6. B. DISBURSEMENTS**

**From February 3, 2026 to February 17, 2026**

**Total \$1,849,451.16**

**(One Million, Eight Hundred Forty-Nine Thousand, Four Hundred Fifty-One Dollars and Sixteen Cents)**

**MOTION:** Vice Mayor Javier Vargas/Council Member Luis E. Cabrera to approve the Consent Agenda. 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

Mr. Joe Estes, Interim City Attorney, asked if the Executive Session could be next on the agenda.

Mayor Nieves Riedel moved Item No. 9 to be next on the Agenda; there was no opposition from the City Council.

## **9. EXECUTIVE SESSION**

**Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(1), (3) and (4).**

**Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(1), (3) and (4) on any and all matters relating to the position of City Manager to discuss or consider employment, assignment, appointment of Jenny Torres and/or discussion of approval of terms and/or conditions pursuant to San Luis City Code § 34.20, and consultation with the City Attorney or City's attorneys regarding the same. (Joe Estes, Interim City Attorney)**

**MOTION:** Mayor Nieves Riedel/Council Member Luis E. Cabrera to go into Executive Session at approximately 6:32 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	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

## **10. MOTION TO GO BACK INTO REGULAR SESSION**

**MOTION:** Mayor Nieves Riedel/Council Member Luis E. Cabrera to go back into Regular Session at approximately 6:40 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 Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

## 11. DISCUSSION AND POSSIBLE ACTION ITEM:

### **Discussion and possible action on any and all matters regarding an employment contract for Jenny Torres as the City Manager. (Joe Estes, Interim City Attorney)**

Mr. Joe Estes, Interim City Attorney, stated that whoever makes the motion, if it could move to approve the contract with one (1) slight amendment: the severance period, from three (3) months to six (6) months.

**MOTION:** Mayor Nieves Riedel/Vice Mayor Javier Vargas to approve the contract with a minor amendment: instead of three (3) months of severance pay, be six (6) months. The motion passed unanimously.

The vote was as follows:

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

Mayor Nieves Riedel thanked Ms. Torres for accepting the job, adding that the past three (3) years have been a learning experience, and that she has learned a lot from Ms. Torres. The Mayor added that she is committed to continuing to work with Ms. Torres, not interfering with her daily operations or micromanaging.

## 7. DISCUSSION AND POSSIBLE ACTION ITEMS:

### **7. A. Discussion and possible action on any and all matters regarding the appointment of a San Luis representative to serve on the Yuma County Library District Board of Trustees. (ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD JANUARY 28, 2026) (Jenny Torres, Acting City Manager)**

Ms. Jenny Torres, Acting City Manager, explained that at the last Council meeting staff was directed to try to find a candidate for the Yuma County Library District, Ms. Angelica Roldan, Director of Parks & Recreation, has volunteered to serve on this board. Ms. Roldan will fill the vacancy left by Council Member Luis E. Cabrera and serve the next term.

**MOTION:** Council Member Luis E. Cabrera/Mayor Nieves Riedel to appoint Angelica Roldan, Director of Parks & Recreation, to the Yuma County Library District Board of Trustees, whose term will expire on June 30, 2026, and appoint her to serve the next three-year term, which expires on June 30, 2029. The motion passed unanimously.

The vote was as follows:

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

**7. B. Discussion and possible action on any and all matters regarding the re-appointment of three (3) City of San Luis residents to serve on the City of San Luis Planning and Zoning Commission. (ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD JANUARY 28, 2026) (Jose A. Guzman, Director of Development Services)**

Mr. Jose Guzman, Director of Development Services, stated that this matter was continued as staff was directed to advertise the openings. Since then, staff has promoted the year-round application process, and two (2) applications were received from Ms. Kelsey Moraga and Ms. Buna George. The current commission members, Mr. Marco Pinzon, Mr. Hugo Garcia, and Ms. Veronica Zavala, whose term expired, have expressed their interest in continuing to serve on this commission.

Mayor Nieves Riedel thanked the commission members for the years they have served on the Planning & Zoning Commission, who were present at the meeting. She added that they have helped with the growth, and every issue that came before them is a very difficult position, and they do not get paid for serving; they volunteer their time.

Mr. Pinzon said he has served on the commission for 11 years and decided to serve as the commission was lacking a quorum and projects were being delayed. He provided some feedback on why he served on this commission and thanked the City Council for the opportunity to serve on the Planning & Zoning Commission.

Mr. Garcia stated he has served on the commission for 13 years and also wanted to serve on this commission due to the lack of quorum and projects being placed on hold. He liked being part of the commission and cares about the city and its growth.

Ms. Veronica Zavala stated she has served on the commission for eight (8) years. She was invited to fill a vacancy, and it was important to her to have female representation on the commission. She is a resident of San Luis and a businesswoman and cares about her city, adding that they look forward to continuing serving if so desired and allowed by the City Council.

**MOTION:** Mayor Nieves Riedel/Council Member Tadeo Azael De La Hoya to reappoint Mr. Garcia, Mr. Pinzon and Ms. Zavala to continue serving for the next four (4) years in

the Planning & Zoning Commission. The motion did not pass with two (2) Ayes and four (4) Nays by Council Members Luis E. Cabrera, Maria Cecilia Cruz, Esteban C. Rosales and Vice Mayor Javier Vargas.

The vote was as follows:

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

Mayor Nieves Riedel thanked those who submitted applications.

**MOTION:** Vice Mayor Javier Vargas/Council Member Esteban C. Rosales to appoint Marco Pinzon to the City of San Luis Planning & Zoning Commission with a term expiring on January 31<sup>st</sup>, 2030. The motion passed unanimously.

The vote was as follows:

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

**MOTION:** Council Member Luis E. Cabrera/Mayor Nieves Riedel to appoint Hugo Garcia to the City of San Luis Planning & Zoning Commission with a term expiring on January 31<sup>st</sup>, 2030. The motion passed with five (5) Ayes and one (1) Nay by Council Member Maria Cecilia Cruz.

The vote was as follows:

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

**MOTION:** Council Member Esteban C. Rosales/Vice Mayor Javier Vargas to appoint Buna George to the City of San Luis Planning & Zoning Commission with a term expiring on January 31<sup>st</sup>, 2030. The motion passed unanimously.

The vote was as follows:

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

Mayor Nieves Riedel thanked Ms. Veronica Zavala for her years of dedication; this is not a reflection of her work, as she has done an outstanding service to the city. She mentioned that she does not expect anything less from Mr. Pinzon, Mr. Garcia, and Ms. George and asked them to continue working, helping, and standing on their ground when they see something that is not right, to be fair and honest.

**7. C. Discussion and possible action on any and all matters regarding the City of San Luis accepting the proposed change order No. 3 from Pacific Advanced Civil Engineering, Inc. (PACE) pertaining to the design and construction phases of the West Wastewater Treatment Plant Expansion. (Jorge Perez, Assistant Director of Public Works)**

Mr. Eulogio Vera, Director of Public Works, indicated that this is Change Order No. 3 for the PACE contract, which was originally awarded to design the expansion of the West Wastewater Treatment Plant. A few meetings ago, he provided an update on this project, and the design efforts are reflected in this change order. To facilitate this transition, the city requested a proposal from PACE to provide the additional professional services necessary to support bidding and construction under the Design-Bid-Build (DBB) delivery method. These services include revisions to the plans and specifications to accommodate competitive bidding, administration of the bidding process, and construction-phase engineering and support services.

**MOTION:** Mayor Nieves Riedel/Council Member Maria Cecilia Cruz to approve Change Order No. 3 from Pacific Advance Civil Engineering, Inc. (PACE) in the amount of \$272,687.00, 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 Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

**7. D. Discussion and possible action on any and all matters regarding the award of a contract to Kimley Horn and Associates, Inc. for design and professional services for Well Site #3 Water Tank and Hydropneumatic Tank Rehabilitation. (Tomas Sanchez, City Engineer)**

Mr. Tomas Sanchez, City Engineer, stated that, on behalf of Public Works, he is seeking the City Council's approval to award Kimley Horn the design contract for the Well Site No. 3 tank rehabilitation. He added that this site was inspected by Kimley Horn on November 23, 2025, and that several items needed to be addressed, including the tank requiring rehabilitation and some of the piping.

**MOTION:** Mayor Nieves Riedel/Vice Mayor Javier Vargas to approve the Professional Services Contract with Kimley Horn and Associates, Inc. for the design of Well Site #3 water tank rehabilitation in the amount of \$656,940.00, 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 Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

**7. E. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Asado and Brew Festival - A Founders Day Celebration on Saturday, April 11, 2026. (Marcos Ramirez, San Luis Frontera Rotary Club)**

**A. Staff and/or Applicant presentation**

Mr. Marcos Ramirez of the San Luis Frontera Rotary Club said this is a follow-up to the Asado and Brew Festival, which was originally scheduled for November 22, 2025, but was rescheduled due to weather conditions to April 11, 2026. He added that they have partnered with the City of San Luis Parks & Recreation in other events throughout the years to raise funds for scholarships, as this is a way for the Rotary Club to give back to the community. They will meet with the Police Department to ensure that every event they participate in is safe.

**B. Open Public Hearing**

Mayor Nieves Riedel opened the Public Hearing.

**C. Call to the public on this item**

There were no comments from the public on this item.

**D. Close Public Hearing**

**MOTION:** Mayor Nieves Riedel/Council Member Esteban C. Rosales to close the Public Hearing. The motion passed unanimously.

The vote was as follows:

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

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

**MOTION:** Mayor Nieves Riedel/Council Member Esteban C. Rosales to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License application for the San Luis Frontera Rotary Club, 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 Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

**7. F. Discussion and possible action on any and all matters regarding authorization to purchase 13 portable handheld radios for the San Luis Police Department using Fiscal Year 2025-2026 Capital Improvement Budgeted Funds. (Alan Guevara, Lieutenant)**

Mr. Alan Guevara, Police Lieutenant, indicated that the San Luis Police Department is requesting approval to purchase 13 new handheld portable radios, complete with chargers, antennas, speakers, and microphones. Most of their current radios have reached the end of their support dates. They are officially obsolete and cannot be repaired if damaged. Funding for this purchase was previously secured through the Fiscal Year 2025-2026 Capital Projects budget.

He added that they intend to procure this equipment from Motorola Solutions via Gila Electronics, utilizing the Arizona State Contract Number CTR 046830. The total bid for the radios and all necessary equipment is \$98,195.22, including tax.

There were some questions and answers among some Members of the City Council and Mr. Guevara.

**MOTION:** Mayor Nieves Riedel/Council Member Esteban C. Rosales to approve the purchase of 13 portable handheld radios not to exceed the budgeted amount of \$100,000.00. The motion passed unanimously.

The vote was as follows:

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

**7. G. Discussion and possible action on any and all matters regarding Ordinance No. 481. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, repealing San Luis City Code Section 5.15.070, and amending Sections 5.15.010, 5.15.020, 5.15.030, and 5.15.990 to remove references to taxi stands and taxi waiting stands; repealing conflicting revisions and providing for severability. (Nigel Reynoso, Chief of Police)**

Mr. Nigel Reynoso, Chief of Police, explained that as GSA/CBP port-of-entry construction continues, the public right-of-way portions of Urtuzuastegui Street currently used as taxi stands will no longer be available for this purpose. In preparation for this construction, the city met with various taxi companies to reach a compromise that would allow their businesses to continue operating during construction. Unfortunately, the proposed taxi stand locations in the surrounding areas are inadequate and would pose a traffic hazard if used for that purpose.

Because the city cannot provide an adequate public right-of-way for taxi stands in the area, the staff is seeking the repeal of San Luis City Code Section 5.15.070 and the amendment of Sections 5.15.010, 5.15.020, 5.15.030, and 5.15.990 to remove taxi stands from the city code. Overall, this decision will alleviate traffic hazards in the downtown area and still allow taxi companies to make arrangements with private property owners to conduct their business.

He added that it is the city's posture that taxi companies work with other businesses to find a new location with less impact on the right-of-way, or one completely off the right-of-way, for a taxi stand.

Discussion, questions and answers ensued among the City Council and Chief Reynoso.

**A. Action on reading of Ordinance No. 481 by title only.**

**MOTION:** Council Member Esteban C. Rosales/Council Member Maria Cecilia Cruz to approve the Reading of Ordinance No. 481 by title only. The motion did not pass with two (2) Ayes and four (4) Nays by Council Members Luis E. Cabrera, Tadeo Azael De La Hoya, Esteban C. Rosales and Vice Mayor Javier Vargas.

The vote was as follows:

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

Ms. Jenny Torres, Acting City Manager, stated that the ordinance requested the removal of the taxi stand. The city still has to remove them from the location due to the request of the federal government. If the City Council has a solution to address this, this is the time to discuss it, because the staff's recommendation was to remove them due to the federal government's request.

Mayor Nieves Riedel mentioned that this is a request from the federal government, and they will remove it whether the city agrees or not, as it is their request. The city does not want to do it, but it is the federal government's call, as they want to secure the perimeter. This is outside the city's control.

Mr. Reynoso, Chief of Police, clarified that, in a previous resolution, this taxi stand was designated as a temporary location.

Mayor Nieves Riedel asked if the city had approved a temporary location for the taxi stand. Can the Administration resolve this matter?

Mr. Joe Estes, Interim City Attorney, responded that he needed some time to investigate what language was specifically used when that was done. He does not know how it was done, but typically, if the City Council approves something, the Administration cannot override that without Council action. The other option is that, if there is concern that the initial ordinance was not fully understood, the City Council can move to reconsider the ordinance if desired, so the city can come into compliance with federal requirements.

He reviewed the code, and it does not specify the location of any taxi stand. That area can be amended, and the taxi stand area can be removed; if there is no designated area, the ordinance is essentially moot, or the code is moot because there is no designated taxi stand.

Ms. Torres provided some history of a meeting with the taxicab owners one (1) year ago regarding relocating from the temporary taxi stand.

There were comments from some Council Members and Mayor Nieves Riedel regarding taxis and Yuma County Area Transit (YCAT) and added that YCAT is a public transportation organization and obtains municipal, county, and state grants. They provide a public service, and taxis are a private enterprise.

Mayor Nieves Riedel asked if she could entertain another vote on how to proceed.

Mr. Estes responded that if any Member of the City Council who voted Nay for the motion, which was the prevailing side of it, wishes to make a motion for reconsideration, then the City Council can vote on the motion for reconsideration and then can reconsider the presentation of the ordinance again.

**MOTION:** Council Member Esteban C. Rosales/Council Member Maria Cecilia Cruz to reconsider the item. The motion failed with three (3) Ayes and three (3) Nays.

The vote was as follows:

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

### **B. Action on Ordinance No. 481**

Since the previous item failed, no action was taken on this section.

## **8. SUMMARY OF CURRENT EVENTS**

Council Member Maria Cecilia Cruz reported that on February 23, 2026, she attended the House Transportation and Infrastructure Committee Hearing in support of House Bill 2304, a priority project totaling \$57,748,800.00. Also, in support of House Bill 2760 for the continuing grant for the AZ Smart Program, which funds \$15 million for the city's transportation needs. A total of 25 rural officials attended, each from a different county, supporting both bills and speaking to their county's needs. There is \$6.5 billion in

underinvestment in roads each year. It was her first time presenting to the committee, and she spoke on the US 95 Gila River Bridge, a \$107 million project. She elaborated on other projects and the amounts for Somerton, Yuma, and the County of Yuma. She added that, as the Yuma Metropolitan Planning Organization (YMPO) Chairperson, it is not just her duty to represent the City of San Luis, but also to represent all of Yuma County. She wanted to make sure that the State Representatives know how severely underfunded the greater rural areas are for transportation needs.

Council Member Luis E. Cabrera reported that a few days ago, Vice Mayor Javier Vargas shared on social media the road improvements coming to Cesar Chavez Boulevard. As he was driving in town, he noticed one of the communication boards used to display messages and it read "Construction to begin on March 2, 2026", which is next week, and asked the community to be alert to what construction is happening and where it is happening, and how it is going to impact the community. He asked the city's communications team to share which areas will be affected, so that one can plan accordingly. He also reported that Ms. Elizabeth Carpenter invited him to attend a meeting with Council Member Luis E. Cabrera hgreater accessibility of the U.S. Postal Service in the community.seriously and said he is going to work with his colleto advocate for funding for either a second post office location in the community or to work with the city to get cluster boxes can place some mail. Also, Congress, and if the community can help by sending letters to elected officials, so they can see, listen, and read from everyone that this is a struggle the City of San Luis faces daily. He lives on the east side of the city, and every time he needs to go to the post office, it is unacceptable that it takes an hour to retrieve the mail and packages. He also reported that tomorrow, the Parks & Recreation Department will have a ribbon-cutting ceremony for the baseball field lights, an upgraded systembe at 7:00 p.m. following a baseball game. They are excited about this development

Council Member Esteban C. Rosales for the invitation to the board meeting last week. It is great to see the things being done in South County and to notice that many local students are educating themselves and that there is a lot of potential.

## **12. ADJOURNMENT**

**MOTION:** Mayor Nieves Riedel/ Council Member Esteban C. Rosales to adjourn the Regular Council meeting at approximately 7:33 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 Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Vice Mayor 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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on February 25, 2026. 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: 03/25/2026

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Summary

**DISBURSEMENTS**

**From March 3, 2026 to March 17, 2026**

**Total \$1,207,707.61** (One Million, Two Hundred Seven Thousand, Seven Hundred Seven Dollars and Sixty-One Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

**COUNCIL MEETING MARCH 25, 2026**  
**Disbursement Report from 03/03/2026 TO 03/17/2026**

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	03/05/2026	\$ 298,014.86	Schedule A
Payroll Check Account	03/10/2026	\$ 3,974.43	Schedule B
Payroll Check Account	03/13/2026	\$ 606,604.97	Schedule C
Accounts Payable Check Account	03/13/2026	\$ 299,113.35	Schedule D

**Total Disbursements: \$ 1,207,707.61 -**

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

**RECEIVED**

**MAR 19 2026**

**CITY CLERK'S OFFICE**

Prepared by Karla Plascencia: \_\_\_\_\_

Verified by Finance: \_\_\_\_\_

For Council approval on: \_\_\_\_\_

**Mayor:** \_\_\_\_\_

**Council:** \_\_\_\_\_

# Payment Register

From Payment Date: 3/5/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
114610	03/05/2026	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$535.99		
114611	03/05/2026	Open			Accounts Payable	84 LUMBER	\$110.41		
114612	03/05/2026	Open			Accounts Payable	ACE UNIFORMS	\$1,439.88		
114613	03/05/2026	Open			Accounts Payable	AGUA HELADA LLC	\$49.60		
114614	03/05/2026	Open			Accounts Payable	ALLO HOLDINGS, LLC	\$1,433.42		
114615	03/05/2026	Open			Accounts Payable	APS	\$50.00		
114616	03/05/2026	Open			Accounts Payable	ASCAP	\$465.06		
114617	03/05/2026	Open			Accounts Payable	BOTELLO, EMMANUEL	\$200.00		
114618	03/05/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$4,903.00		
114619	03/05/2026	Open			Accounts Payable	CASTRO GIL, GLADYS, FERNANDA	\$500.00		
114620	03/05/2026	Open			Accounts Payable	CELLEBRITE INC.	\$4,607.50		
114621	03/05/2026	Open			Accounts Payable	CERVANTES RODRIGUEZ, ROSALIO	\$500.00		
114622	03/05/2026	Open			Accounts Payable	CORONA, FERNANDO	\$147.00		
114623	03/05/2026	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$342.89		
114624	03/05/2026	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	\$3,517.06		
114625	03/05/2026	Open			Accounts Payable	FELIX FELIX, YESENIA	\$92.00		
114626	03/05/2026	Open			Accounts Payable	FERGUSON WATERWORKS	\$3,337.79		
114627	03/05/2026	Open			Accounts Payable	FX TACTICAL, LLC	\$2,063.52		
114628	03/05/2026	Open			Accounts Payable	G&T ALARM CO LLC	\$136.27		
114629	03/05/2026	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$170.00		
114630	03/05/2026	Open			Accounts Payable	ICMA	\$200.00		
114631	03/05/2026	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$781.67		
114632	03/05/2026	Open			Accounts Payable	IPS GROUP INC	\$853.45		
114633	03/05/2026	Open			Accounts Payable	LARA, ISRAEL	\$147.00		
114634	03/05/2026	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$851.99		
114635	03/05/2026	Open			Accounts Payable	POWERWERX INC	\$846.07		
114636	03/05/2026	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$590.57		
114637	03/05/2026	Open			Accounts Payable	REFINE LEGAL PLLC	\$450.00		
114638	03/05/2026	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$387.30		
114639	03/05/2026	Open			Accounts Payable	RENTERIA, EDGAR	\$20.60		
114640	03/05/2026	Open			Accounts Payable	SABRE INDUSTRIES, INC	\$72,042.66		
114641	03/05/2026	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$296.71		
114642	03/05/2026	Open			Accounts Payable	SANTANA, PEDRO, LUIS	\$800.00		
114643	03/05/2026	Open			Accounts Payable	SOUTHWEST ROOFING CONSULTING SERVICES INC	\$1,950.00		
114644	03/05/2026	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$400.00		
114645	03/05/2026	Open			Accounts Payable	XEROX CORPORATION	\$212.44		
114646	03/05/2026	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$10,598.21		
114647	03/05/2026	Open			Accounts Payable	ZARAGOZA, JOSE	\$295.00		
114648	03/05/2026	Open			Accounts Payable	ZARAGOZA, LETICIA	\$130.00		
114649	03/05/2026	Open			Accounts Payable	MES I ACQUISITION INC.	\$10,319.36		
Type Check Totals:									
<u>EFT</u>									
9244	03/05/2026	Open			Accounts Payable	ALSCO, INC	\$10,149.28		
							<hr/>		
40 Transactions							\$126,774.42		

# Payment Register

From Payment Date: 3/5/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9245	03/05/2026	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$2.08		
9246	03/05/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$6,439.78		
9247	03/05/2026	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$2,247.62		
9248	03/05/2026	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$261.23		
9249	03/05/2026	Open			Accounts Payable	AUTOZONE STORES, INC	\$5,525.34		
9250	03/05/2026	Open			Accounts Payable	BILL ALEXANDER FORD	\$12,406.89		
9251	03/05/2026	Open			Accounts Payable	BLT ASPHALT LLC	\$3,573.53		
9252	03/05/2026	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$19,806.70		
9253	03/05/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$390.00		
9254	03/05/2026	Open			Accounts Payable	CITY OF YUMA	\$18.27		
9255	03/05/2026	Open			Accounts Payable	CIVICPLUS, LLC	\$1,005.99		
9256	03/05/2026	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$61.95		
9257	03/05/2026	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$23,561.00		
9258	03/05/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$100.00		
9259	03/05/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.50		
9260	03/05/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$147.92		
9261	03/05/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,034.00		
9262	03/05/2026	Open			Accounts Payable	FRUTH GROUP INC	\$1,368.63		
9263	03/05/2026	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,182.00		
9264	03/05/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$7,004.05		
9265	03/05/2026	Open			Accounts Payable	IMAGE TREND, INC	\$2,527.94		
9266	03/05/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,054.57		
9267	03/05/2026	Open			Accounts Payable	NICKLAUS ENGINEERING	\$4,624.80		
9268	03/05/2026	Open			Accounts Payable	O'REILLY AUTO PARTS	\$816.45		
9269	03/05/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$8,649.82		
9270	03/05/2026	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$9,500.00		
9271	03/05/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$630.61		
9272	03/05/2026	Open			Accounts Payable	ROACH PEST CONTROL	\$1,400.00		
9273	03/05/2026	Open			Accounts Payable	RUSH TRUCK CENTER	\$3,875.58		
9274	03/05/2026	Open			Accounts Payable	SAM'S CLUB	\$6,338.51		
9275	03/05/2026	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$877.52		
9276	03/05/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$4,680.01		
9277	03/05/2026	Open			Accounts Payable	SPECTRUM BUSINESS	\$3,028.86		
9278	03/05/2026	Open			Accounts Payable	STRONG, CAMERON, T	\$720.00		
9279	03/05/2026	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,052.21		
9280	03/05/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$1,256.43		
9281	03/05/2026	Open			Accounts Payable	ULINE, INC.	\$118.36		
9282	03/05/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$44.23		
9283	03/05/2026	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$516.00		
9284	03/05/2026	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$2,855.93		
9285	03/05/2026	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$78.00		
9286	03/05/2026	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$13,362.92		
9287	03/05/2026	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$48.79		

# Payment Register

From Payment Date: 3/5/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9288	03/05/2026	Open			Accounts Payable	YUMA SUN INC	\$322.77		
9289	03/05/2026	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,428.37		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$171,240.44	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$126,774.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>40</b>	<b>\$126,774.42</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$171,240.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>46</b>	<b>\$171,240.44</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$298,014.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>86</b>	<b>\$298,014.86</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$126,774.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>40</b>	<b>\$126,774.42</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$171,240.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>46</b>	<b>\$171,240.44</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$298,014.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>86</b>	<b>\$298,014.86</b>	<b>\$0.00</b>

Guadalupe Canez

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez, email = gcanez@sankisaz.gov C =  
 US  
 Date: 2026.03.05 15:56:31 -0700



# Pay Day Register

Pay Date Range 03/01/26 - 03/31/26

Pay Batch 202603M

Pay Batch 202603M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,550.00	ASRS Council	213.48 1,800.00
Total	0.0000	\$7,550.00	Imputed Income		ASRS LTD Council	2.52 1,800.00
			FEDERAL TAX WITHHOLDING	81.01 4,753.74	ASRS/EORP - LEGACY RATE	1,056.60 1,800.00
			SOCIAL SECURITY TAX	468.10 7,550.00	Dental Council	249.44 .00
			MEDICARE	109.47 7,550.00	EODCRS - COUNCIL	291.00 4,850.00
			STATE WITHHOLDING	118.21 4,753.74	EODCRS - DISABILITY	6.79 4,850.00
			ASRS Council	213.48 1,800.00	EODCRS/EORP LEGACY RATE	2,600.09 4,850.00
			ASRS LTD Council	2.52 1,800.00	Health Council	8,881.85 .00
			Council Retirement EORP	117.00 900.00	Retirement Council EORP	636.30 900.00
			Dental Council	133.33 .00	Vision Council	76.98 .00
			EODCRS - COUNCIL	388.00 4,850.00	Total	\$14,015.05
			EODCRS - DISABILITY	6.79 4,850.00		
			Medical Council	1,895.84 .00	Employer Taxes	Gross Base
			Vision Council	41.82 .00	MEDICARE	109.47 7,550.00
			Net	\$3,974.43	SOCIAL SECURITY TAX	468.10 7,550.00
					SUTA/UNEMPLOYMENT	45.31 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	1,340.10
					CAPITAL ONE	651.91
					Chase Bank	1,261.56
					Navy Federal	104.92
					Wells Fargo	615.94
					Total	\$3,974.43
					Check	\$0.00

Miguel Romero 3/10/26  
Signature

SCHEDULE B

**City of San Luis**  
**ACH Transmittal File Listing**

Recipient	Bank Routing #	Bank Account #	Account Type	Transaction Amount	Pre Note
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Bank ACH Name: 1st Bank Yuma  
 Bank Routing Number: 122105906  
 Bank Account Number: 0500005471  
 Export File Location: MyReports

Company ACH Name: M COUNCIL 03312026  
 Company Fed Tax ID #: 1860376164  
 ACH Transaction Date: 03/12/2026  
 ACH Creation Date/Time: 03/10/2026 17:21:41

1094	CABRERA, LUIS EDGARDO	256074974	7110774226	22 - Checking	104.92
731	CRUZ, MARIA CECILIA	122105278	6287662040	22 - Checking	615.94
264	DE LA HOYA, TADEO AZAEL	122100024	934677303	22 - Checking	327.57
445	RIEDEL, NIEVES GARCIA	122105906	0503044767	22 - Checking	1,340.10
2246	ROSALES, ESTEBAN CRUZ	122100024	260060659	22 - Checking	192.63
276	SERVIN, LIZETH	031176110	36156004959	22 - Checking	651.91
2107	VARGAS, JAVIER	122100024	712008838	22 - Checking	741.36

**Transmittal File Totals**

Transaction Totals:	<u>Account Type</u>	<u>Count</u>	<u>Credits</u>	<u>Debits</u>
	22 - Checking	7	3,974.43	
	32 - Savings	0	0.00	
		7	3,974.43	

Pre Note Totals:	<u>Account Type</u>	<u>Count</u>
	23 - Checking	0
	33 - Savings	0
		0



# Pay Day Register

Pay Date Range 02/21/26 - 03/06/26

Pay Batch 202606

Pay Batch 202606 Total

Employees in Pay Batch 353

Female Employees in Pay Batch 98

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	27,062.2500	709,729.39	Gross	871,661.27	ASRS ALTERNATE	468.70	4,807.20
1001 - LEAVE WITHOUT PAY	127.7500	.00	Imputed Income		AZ STATE RETIREMENT	58,537.26	491,754.35
1005 - BEREAVEMENT	30.0000	705.30	FEDERAL TAX WITHHOLDING	49,964.56	DENTAL = FAMILY	398.00	.00
1007 - ON CALL WORKED HOURS	17.2500	385.24	SOCIAL SECURITY TAX	54,042.90	LONG TERM DISABILITY	691.07	491,754.35
1009 - PART TIME	102.7500	1,657.28	MEDICARE	12,638.84	MEDICAL MEX ONLY - EE &	2,664.09	.00
1010 - PART TIME FIREFIGHTERS	69.0000	1,417.16	STATE WITHHOLDING	16,045.15	MEDICAL MEX ONLY - EE &	10,256.14	.00
201 - OVERTIME	1,847.0000	71,831.44	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE &	2,664.09	.00
202 - OP STONE GARDEN- O.T.	330.5000	17,621.29	AM. FIDELITY- ACCIDENT-POST	25.01	MEDICAL MEX ONLY - EE ONLY	5,105.88	.00
2023 - FMLA - SICK LEAVE	275.4000	7,007.95	AM. FIDELITY- ACCIDENT-PRE	471.55	MEX & US HEALTH = EE	58,562.64	.00
2024 - FMLA - VACATION LEAVE	58.4700	1,494.85	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	149.52	.00
210 - SRO	136.0000	4,010.99	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	332.15	.00
300 - VACATION EARNED	1,368.6500	.00	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE &	156.64	.00
301 - VACATION USED	855.6300	25,312.65	AM. FIDELITY- GHI- PRE TAX	259.84	MEX ONLY DENTAL - EE ONLY	260.48	.00
400 - SICK EARNED	1,287.5833	.00	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS - ALTERNATE	150.49	1,881.09
401 - SICK USED	19.6000	428.06	AM. FIDELITY- TX LIFE -POST	178.44	PSPRS FIRE DB NORM - TIER 1	10,139.69	81,443.27
405 - SCHEDULED SICK LEAVE	337.2500	8,661.41	AZ COPS - SLPD	615.00	PSPRS FIRE DB NORM - TIER 2	876.04	7,036.44
406 - UNSCHEDULED SICK LEAVE	590.6200	13,149.51	AZ STATE RETIREMENT	58,537.26	PSPRS FIRE DB NORM - TIER 3	9,303.37	107,058.45
502 - ON CALL PAY I.T.	.0000	100.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	1,856.90	81,443.27
503 - STAND-BY PAY	646.2500	1,292.50	DEFERRED COMP - ROTH	1,275.00	PSPRS FIRE DB UNFUND - TIER	160.43	7,036.44
809 - RETRO PAY	33.5000	814.46	DEFERRED COMP - ROTH	195.84	PSPRS FIRE DB UNFUND - TIER	2,665.74	107,058.45
900 - COMPENSATION EARNED	44.7500	.00	DEFERRED COMPENSATION	2,500.00	PSPRS POLICE DB NORM - TIER	5,928.57	61,563.73
901 - COMPENSATION USED	30.2500	571.79	DEFERRED COMPENSATION	781.32	PSPRS POLICE DB NORM - TIER	997.53	10,358.66
940 - PD - EDU ASST	.0000	500.00	FOP/ALC	450.00	PSPRS POLICE DB NORM - TIER	5,765.02	66,341.02
941 - PD - EDU BCHL	.0000	750.00	GARNISHMENT - CHILD	2,231.38	PSPRS POLICE DB UNFUND -	3,004.29	61,563.73
951 - PD - K-9 HANDLER	.0000	150.00	IAFF- FIRE DEPT	1,485.00	PSPRS POLICE DB UNFUND -	505.51	10,358.66
952 - PD - PHLEBOTOMIS	.0000	150.00	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	3,443.10	66,341.02
953 - PD - COLLISION	.0000	150.00	LONG TERM DISABILITY	691.07	STANDARD STD	4,850.77	.00
956 - PD - MIDNIGHT SHFT	.0000	600.00	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	398.50	.00
961 - FD - EDU ASST	.0000	700.00	MEX ONLY DENTAL - EE &	192.36	U.S. MEX DENTAL - EE &	127.52	.00
962 - FD - EDU BACHL	.0000	225.00	MEX ONLY DENTAL - EE &	427.35	US & MEX DENTAL - EE	3,155.52	.00
965 - PD - STAND-BY PAY	.0000	1,635.00	MEX ONLY DENTAL - EE &	201.52	US & MEX HEALTH = C	27,253.52	.00
967 - FD - SPECIAL ASSIGNMNT	230.0000	460.00	MEX ONLY HEALTH - EE & CH	656.04	US & MEX HEALTH = FAMILY	28,471.24	.00
968 - SRO 50	.0000	150.00	MEX ONLY HEALTH = S	567.45	US & MEX HEALTH = SP	5,982.48	.00
Total	35,500.4533	\$871,661.27	MEXICO ONLY HEALTH - EE &	2,525.61	VISION - SINGLE	1,280.25	.00
			MEXICO ONLY HEALTH - EE &	656.04	VSP- VISION	577.50	.00
			MISCELLANEOUS	195.00	Total	\$257,140.64	
			PAC FUND- FIRE DEPT.	116.00			
			PS DEFERRED COMP - ROTH	755.00	Employer Taxes		Gross Base
			PS DEFERRED COMP - ROTH	714.20	MEDICARE	12,638.84	871,661.27
				9,665.69			

SCHEDULE C



# Pay Day Register

Pay Date Range 02/21/26 - 03/06/26

Pay Batch 202606

PS DEFERRED COMP TIAA -	638.94	14,455.56	SOCIAL SECURITY TAX .	54,042.90	871,661.27
PS DEFERRED COMPENSATION	2,135.00	.00	SUTA/UNEMPLOYMENT	<u>5,019.37</u>	836,566.89
PSPRS FIRE DB RATE - TIER 1a	4,905.85	64,128.64	Total	\$71,701.11	
PSPRS FIRE DB RATE - TIER 1b	1,324.57	17,314.63			
PSPRS FIRE DB RATE - TIER 2	538.28	7,036.44	Workers' Comp		Gross Base
PSPRS FIRE DB RATE - TIER 3	9,303.37	107,058.45	Ambulance EMT Search &	4,449.25	93,668.11
PSPRS POLICE DB RATE - TIER	3,015.56	39,419.18	ANIMAL CONTROL OFFICERS	82.71	3,675.98
PSPRS POLICE DB RATE - TIER	1,694.06	22,144.55	ATTORNEY- ALL & CLERICAL-	67.76	30,812.49
PSPRS POLICE DB RATE - TIER 2	792.44	10,358.66	AUTO SERVICE/ REPAIR	282.84	10,137.93
PSPRS POLICE DB RATE - TIER 3	5,765.02	66,341.02	BUILDING- NOC OPER BY	635.54	17,557.08
STANDARD LIFE ADDTNL	728.68	.00	BUS COMPANY AND DRIVERS	83.99	1,521.60
TRANSWESTERN MEXICAN	141.00	.00	CLERICAL OFFICE/ LIBRARY/	456.53	190,209.81
U.S. MEX DENTAL - EE &	513.25	.00	Electrician	73.78	2,349.60
U.S. MEX DENTAL - EE &	164.24	.00	FIREFIGHTERS & DRIVERS	5,435.15	114,424.24
UNITED WAY	14.00	.00	GARBAGE/ ASH/ REFUSE	776.74	12,427.78
US & MEX DENTAL= FAMILY	512.40	.00	Homemaker Service	44.06	1,923.60
US & MEX HEALTH = C	6,711.29	.00	Motion Picture Production	17.83	2,743.05
US & MEX HEALTH = FAMILY	7,011.20	.00	MUNICIPAL/ TOWN/	994.66	56,837.62
US & MEX HEALTH = S	6,506.96	.00	PARKS- NOC ALL EMPLOYEES	827.47	26,691.27
US & MEX HEALTH = SP	1,473.21	.00	POLICE OFFICERS	8,193.10	172,486.63
VSP - VISION CHILDREN	257.89	.00	RECREATION- ALL EMPLOYEES/	305.79	22,319.64
VSP - VISION FAMILY	355.47	.00	SEWAGE DISPOSAL/ PLANT	1,476.64	42,925.98
VSP - VISION SPOUSE	153.34	.00	Street or Road Construction	3,076.68	34,843.33
Net	<u>\$606,604.97</u>		WATERWORKS OPERATIONS	<u>1,183.49</u>	34,105.53
			Total	\$28,464.01	

Direct Deposits	Amount
1st Bank Yuma	36,693.95
ACADEMY BANK	3,028.34
Ally Bank	1,589.69
AVENIR FINANCIAL	47,684.87
Bank of America	8,887.54
Bank of America CA	1,274.71
Bankcorp	2,027.61
BANKCORP BANK	1,838.38
CAPITAL ONE	2,255.46
Charles Sch	250.00
Chase Bank	280,322.02
CHASE BANK CA	3,441.99
CHASE BANK MORGAN	2,285.56
CHASE BANK TX	1,500.00
chase centro	2,124.43
discover	400.00

Miguel Romero 03/11/2026  
Signature



# Pay Day Register

Pay Date Range 02/21/26 - 03/06/26

Pay Batch 202606

EVOLVE BANK AND TRUST	186.71
FF CREDIT UNION	2,571.85
FIDELITY	450.71
FIREFIGHTER FIRST CREDIT UNION	17,539.47
HUGHES FCU	2,070.47
JP Morgan Chase	1,314.38
MECHANICS BANK	287.53
National Bank	1,315.82
National Police FCU	100.00
Navy Federal	37,021.77
NBKC Bank - Acorns	1,045.61
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	818.43
One Pay	600.00
PATHWARD	2,662.66
SOFI BANK	2,089.77
Sunbank	1,723.03
THE FOOTHILLS BANK	2,400.76
USAA FEDERAL SAVING	5,545.50
VANTAGE WEST	2,221.09
WASHINGTON FEDERAL	1,343.95
Wells Fargo	113,986.27
WELLS FARGO ARKANSAS	1,914.47
WELLS FARGO CA	4,739.50
WELLS FARGO CALIF	1,140.54
WELLS FARGO YUMA	3,063.17
Total	<u>\$603,878.01</u>
Check .	\$2,726.96

# Payment Register

From Payment Date: 3/9/2026 - To Payment Date: 3/13/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
114650	03/12/2026	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$615.00		
114651	03/12/2026	Open			Accounts Payable	FOP/ALC	\$450.00		
114652	03/12/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,465.84		
114653	03/12/2026	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
114654	03/12/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$116.00		
114655	03/12/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,485.00		
114656	03/12/2026	Open			Accounts Payable	AAED	\$595.00		
114657	03/12/2026	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$1,048.71		
114658	03/12/2026	Open			Accounts Payable	AGUA HELADA LLC	\$117.80		
114659	03/12/2026	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$50.00		
114660	03/12/2026	Open			Accounts Payable	AMERICAN INTEGRATED TRAINING SYSTEMS, INC	\$675.00		
114661	03/12/2026	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$165.00		
114662	03/12/2026	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$267.00		
114663	03/12/2026	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$43.66		
114664	03/12/2026	Open			Accounts Payable	ARIZONA TACTICAL OFFICER'S ASSOCIATION	\$875.00		
114665	03/12/2026	Open			Accounts Payable	AVILA, FERNANDO	\$133.00		
114666	03/12/2026	Open			Accounts Payable	BASELINE POLYGRAPH LLC	\$250.00		
114667	03/12/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$80.32		
114668	03/12/2026	Open			Accounts Payable	CENTURYLINK	\$4,956.87		
114669	03/12/2026	Open			Accounts Payable	CENTURYLINK	\$77.10		
114670	03/12/2026	Open			Accounts Payable	CERTIFIED LABORATORIES DIVISION	\$484.10		
114671	03/12/2026	Open			Accounts Payable	CRUZ VASQUEZ, BERENICE	\$75.00		
114672	03/12/2026	Open			Accounts Payable	EQUIPMENTSHARE.COM INC	\$150.00		
114673	03/12/2026	Open			Accounts Payable	FERGUSON WATERWORKS	\$265.61		
114674	03/12/2026	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$1,977.25		
114675	03/12/2026	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$1,750.00		
114676	03/12/2026	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHIEL	\$100.00		
114677	03/12/2026	Open			Accounts Payable	GOMAN YORK PROPERTY ADVISERS, LLC	\$5,000.00		
114678	03/12/2026	Open			Accounts Payable	GUARDIAN ALLIANCE TECHNOLOGIES, INC.	\$285.00		
114679	03/12/2026	Open			Accounts Payable	HAJOCA CORPORATION	\$355.39		
114680	03/12/2026	Open			Accounts Payable	HD SUPPLY, INC.	\$696.37		
114681	03/12/2026	Open			Accounts Payable	HERNANDEZ, DIANA	\$30.00		
114682	03/12/2026	Open			Accounts Payable	INNOVATIVE PRECAST LLC	\$1,712.17		
114683	03/12/2026	Open			Accounts Payable	IRON MOUNTAIN INC	\$246.16		

# Payment Register

From Payment Date: 3/9/2026 - To Payment Date: 3/13/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
114684	03/12/2026	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$27,934.93		
114685	03/12/2026	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$531.74		
114686	03/12/2026	Open			Accounts Payable	KEYCAFE (US) INC	\$1,182.00		
114687	03/12/2026	Open			Accounts Payable	LA CHOYA PLUMBING LLC	\$300.00		
114688	03/12/2026	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$193.01		
114689	03/12/2026	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
114690	03/12/2026	Open			Accounts Payable	PEREZ, HAZIEL	\$133.00		
114691	03/12/2026	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$118.60		
114692	03/12/2026	Open			Accounts Payable	PULIDO AYALA, JESUS, I	\$175.00		
114693	03/12/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$720.00		
114694	03/12/2026	Open			Accounts Payable	RAMIREZ, AMPARO	\$25.00		
114695	03/12/2026	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,963.71		
114696	03/12/2026	Open			Accounts Payable	RENERIA, EDGAR	\$133.00		
114697	03/12/2026	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$268.00		
114698	03/12/2026	Open			Accounts Payable	SELF DEFENSE AND FITNESS CENTER SARALI ROBLES LLC	\$100.00		
114699	03/12/2026	Open			Accounts Payable	SOUTHWEST PLUMBING & AIR LLC	\$415.00		
114700	03/12/2026	Open			Accounts Payable	THE WINDOOR SHOP	\$80.03		
114701	03/12/2026	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$2,900.00		
114702	03/12/2026	Open			Accounts Payable	TORNADO FENCE LLC	\$9,100.00		
114703	03/12/2026	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$282.00		
114704	03/12/2026	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$4,081.60		
114705	03/12/2026	Open			Accounts Payable	VILLA, CARLOS, ALBERTO	\$70.00		
114706	03/12/2026	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$24.48		
114707	03/12/2026	Open			Accounts Payable	WAL-MART	\$118.35		
114708	03/12/2026	Open			Accounts Payable	XEROX CORPORATION	\$1,167.59		
114709	03/12/2026	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$1,758.70		
Type Check Totals:									
EFT									
60 Transactions							\$81,533.09		
9291	03/12/2026	Open			Accounts Payable	24/7 GET FIT LLC	\$1,620.00		
9292	03/12/2026	Open			Accounts Payable	4 IMPRINT	\$4,113.44		
9293	03/12/2026	Open			Accounts Payable	AIRGAS, INC.	\$1,355.68		
9294	03/12/2026	Open			Accounts Payable	AMERICAN HEART ASSOCIATION, INC.	\$41.10		
9295	03/12/2026	Open			Accounts Payable	AXON ENTERPRISE, INC	\$1,007.21		
9296	03/12/2026	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$82.02		
9297	03/12/2026	Open			Accounts Payable	CRAFCO INC.	\$21,681.17		
9298	03/12/2026	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$118.67		
9299	03/12/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$85.63		
9300	03/12/2026	Open			Accounts Payable	ECOVERDE, LLC	\$416.02		
9301	03/12/2026	Open			Accounts Payable	ENGRAVING & AWARDS OF N.E. INC	\$4,433.10		
9302	03/12/2026	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
9303	03/12/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$270.00		
9304	03/12/2026	Open			Accounts Payable	FRUTH GROUP INC	\$977.38		

# Payment Register

From Payment Date: 3/9/2026 - To Payment Date: 3/13/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
9305	03/12/2026	Open			Accounts Payable	GARCIA, JESUS	\$140.00			
9306	03/12/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$8,417.54			
9307	03/12/2026	Open			Accounts Payable	IIA LIFTING SERVICES, INC.	\$4,438.29			
9308	03/12/2026	Open			Accounts Payable	JSA COMPANY	\$29,104.00			
9309	03/12/2026	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$7,800.00			
9310	03/12/2026	Open			Accounts Payable	KTL&C, LLC.	\$219.87			
9311	03/12/2026	Open			Accounts Payable	LOOMIS	\$2,506.91			
9312	03/12/2026	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$195.00			
9313	03/12/2026	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$37,302.41			
9314	03/12/2026	Open			Accounts Payable	MES I ACQUISITION INC.	\$1,225.60			
9315	03/12/2026	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$5,072.00			
9316	03/12/2026	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$855.00			
9317	03/12/2026	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$2,142.00			
9318	03/12/2026	Open			Accounts Payable	POLAR ICE LLC	\$193.75			
9319	03/12/2026	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$325.00			
9320	03/12/2026	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$9,718.43			
9321	03/12/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$293.67			
9322	03/12/2026	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00			
9323	03/12/2026	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$408.17			
9324	03/12/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$15,335.14			
9325	03/12/2026	Open			Accounts Payable	ROACH PEST CONTROL	\$1,615.00			
9326	03/12/2026	Open			Accounts Payable	SIMS MACKIN, LTD.	\$7,125.00			
9327	03/12/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$568.97			
9328	03/12/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$32.50			
9329	03/12/2026	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,900.97			
9330	03/12/2026	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$587.24			
9331	03/12/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$132.89			
9332	03/12/2026	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$17,787.26			
9333	03/12/2026	Open			Accounts Payable	YUMA NURSERY LLC	\$6,502.24			
9334	03/12/2026	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,493.71			
9335	03/12/2026	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$195.15			
9336	03/12/2026	Open			Accounts Payable	YUMA SUN INC	\$2,184.00			
9337	03/12/2026	Open			Accounts Payable	YUMA WINNELSON CO.	\$7,971.13			
							47 Transactions	\$217,580.26		

Type EFT Totals:  
1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$81,533.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 3/9/2026 - To Payment Date: 3/13/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total	60	\$81,533.09	\$0.00		
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	47	\$217,580.26	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					<b>Total</b>	<b>47</b>	<b>\$217,580.26</b>	<b>\$0.00</b>		
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	107	\$299,113.35	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					<b>Total</b>	<b>107</b>	<b>\$299,113.35</b>	<b>\$0.00</b>		
<b>Grand Totals:</b>										
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	60	\$81,533.09	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					<b>Total</b>	<b>60</b>	<b>\$81,533.09</b>	<b>\$0.00</b>		
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	47	\$217,580.26	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					<b>Total</b>	<b>47</b>	<b>\$217,580.26</b>	<b>\$0.00</b>		
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	107	\$299,113.35	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					<b>Total</b>	<b>107</b>	<b>\$299,113.35</b>	<b>\$0.00</b>		

Guadalupe Canez

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez email =  
 gcanez@sanluisaz.gov C = AD  
 Date: 2026.03.13 08:42:21 -07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

**7. A.**

**Meeting Date:** 03/25/2026

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the request from the Yuma County Recorder's Office to place a ballot drop box at City Hall or the Cesar Chavez Cultural Center. **(David Lara, Yuma County Recorder)**

#### SUMMARY:

Mr. David Lara, Yuma County Recorder, requested to meet with Mayor Nieves Riedel, Council Member Tadeo Azael De La Hoya, and staff on December 8, 2025, to discuss the relocation of the ballot drop box from the Yuma County Library - San Luis Branch to City Hall. During this meeting, he was informed to formally request this change/authorization from the City Council during a Council meeting. Recently, the Yuma County Recorder's Office has expressed interest in requesting the Cesar Chavez Cultural Center as the second option for the placement of a ballot drop box for the Primary and General Elections.

This item is being presented to the Mayor and City Council for discussion, consideration and decision.

The City of San Luis is scheduled to hold its Primary Election on July 21, 2026, and the General Election on November 3, 2026.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO** \_\_\_\_\_.

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#### 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

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

**7. B.**

**Meeting Date:** 03/25/2026

**Department Head:** Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the fencing of the East Community Park soccer fields. **(Angelica Roldan, Director of Parks and Recreation)**

#### SUMMARY:

The East Community Park has been highly anticipated by our community. Staff have been working very hard to complete some areas to make them operational and open to the public. The soccer fields are completed, and the next step to make them fully operational is to add fencing. This will provide an enclosed area, so the community can enjoy their time during soccer games and practices. Staff reached out to local vendors and requested quotes for the fencing and received quotes from Tornado Fence, Mayas Construction, and RMC Masonry. All three quotes are for the fencing that is needed for the soccer fields, along with the gates and swing doors.

Of the three received quotes, the lowest quote is RMC Masonry at \$48,500.00. Per the City Procurement Code 3.05.010 (D), whenever any contemplated purchase except for professional services as defined in SLCC 3.05.080 is for the sum of \$45,000.00 or more, the purchasing agent shall cause to be published in two issues of a newspaper of general circulation, notice inviting sealed bids or request for proposals.

Staff would like to seek direction in regard to waiving the procurement code and allowing the selection of the lowest quote received under City Procurement Code 3.05.010 (F). Staff would like to move forward with the fencing of the soccer fields as soon as possible to avoid any future inconveniences, such as rising cost of materials or any delays in project completion. Staff believes that the quotes that have been received are fair in pricing and would like to move forward instead of having to go out to bid and wait a couple more weeks for this project to begin. Staff is open to any recommendations City Council may have.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE INSTALLATION OF FENCING FOR THE EAST COMMUNITY PARK SOCCER FIELDS BY RMC MASONRY AS PRESENTED IN THE AMOUNT OF \$48,500.00 AND WAIVE FORMAL BIDDING PROCEDURES FOR THE REASONS PRESENTED.**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY

**TOTAL:** \$48,500.00  
**BUDGETED AMOUNT:** 806-144-90015  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** CAPITAL OUTLAY - CIP,  
806-144-90015 / \$264,845.44

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

For Fiscal Year 2026, the Parks Grounds Department was approved funding for the East Community Park under the Capital Improvement Project (CIP) account 806-144-90015 in the amount of \$650,000.00. The fencing of the soccer fields were contemplated by staff when requesting the continued budget for FY2026. With the remaining budget, staff is working towards adding sidewalks and fencing off the soccer fields to make this portion of the park accessible to the community.

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**Attachments**

Tornado Fencing Quote  
Mayas Construction Quote  
RMC Masonry

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# Tornado Fence



Date 01 / 29 / 2024

Contratos & Presupuestos

Contracts & Statements

License RCO-233426

Jose T. Garcia

P.O. Box 2980

San Luis AZ. 85349

Cell (928) 919 0650

Name City of San Luis Phone(      )     

(nombre del Cliente)

Address Dept. of Parks City     

(Direccion)

Type of Job

(Tipo de Trabajo)

Install a 1,600 ft long chain-link fence.

• 6' tall 9 cal gauge chain-link fence

• Two 25' double swing gates.

• Six 4'x6' gates

• 40 cal. gauge posts.

\* Material, labor, and taxes Included \*

Subtotal     

Tax     

Signature Jose T Garcia

Total \$75,000<sup>00</sup>



**Mayas Construction**  
 2862 S Ave B  
 Yuma, AZ  
 9287265983

Prepared for:  
 City Of San Luis AZ  
 4005 County 24th Street, San Luis, AZ  
 City of San Luis, AZ

Feb 02, 2026

## EAST COMMUNITY PARK

Description	Qty	Unit price	Line total
<b>Fencing</b>			
Provide and install 1,600 LF of 6' H, 9-gauge chain-link fencing with top rail and bottom tension wire. Include four (6) 4' pedestrian gates and two (2) 10' double gates. Install 1-7/8" T40 line posts and 2-7/8" T40 corner and gate posts. All labor and materials included.	1	\$53,023.82	\$53,023.82
<b>Quote subtotal</b>			\$53,023.82
<b>Total</b>			\$53,023.82

## Deposit

Deposit Amount	\$26,511.91 (50%)
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### ESTIMATE DISCLOSURE - NOT A CONTRACT

**THIS IS AN ESTIMATE ONLY AND IS NOT A CONTRACT FOR SERVICES.**

**This document is provided pursuant to Arizona law as a good-faith estimate of the anticipated cost of work to be performed by Maya's Construction, based on our initial inspection and information available at the time the estimate was prepared.**

**This estimate does not include** material price increases, unforeseen site conditions, or additional labor or materials that may be required once work begins. I understand and acknowledge that the **final cost of the work may differ from this estimate, possibly materially**, and that this estimate **is not a guarantee of the final price.**

By signing below, I authorize **Maya's Construction** to proceed with the work as described and agree to pay for **all labor, materials, and services actually furnished.**

**Estimate valid for thirty (30) days from the date issued.**

### DEPOSITS & MATERIAL ORDERS

- A **50% deposit** is required to place any material orders.
- **No materials will be ordered until the required deposit has been received and cleared.**
- **Once special-order or custom materials** are ordered from the manufacturer, **all deposits and payments related to those materials are non-refundable**, as permitted under Arizona law.

### OWNERSHIP & AUTHORITY TO CONTRACT

**I certify that I am the legal owner of the property identified above, or that I have legal authority to authorize Maya's Construction LLC to perform the work described.** I agree to pay the full amount due for all work performed. By execution of this document, the Buyer acknowledges that they have read, understand, and agree to all terms and conditions stated herein and in any attached documents.

### UTILITIES, SITE CONDITIONS & INDEMNIFICATION

**The Buyer is solely responsible for identifying and marking the location of all underground and overhead utility lines** on the property prior to commencement of work.

The Buyer agrees to **defend, indemnify, and hold harmless Maya's Construction LLC**, its owners, employees, and subcontractors, from any and all claims, damages, losses, or liabilities arising from damaged or unmarked utility lines, including but not limited to gas, water, electric, telephone, cable, and irrigation lines.

If rock, caliche, buried debris, or other unforeseen subsurface conditions are encountered, **additional charges may apply**,

including but not limited to per-hole or extended labor charges.

**PERMITS & LEGAL COMPLIANCE**

**The Customer is responsible for obtaining all required permits, approvals, and inspections unless otherwise stated in writing.**

**Line staking (Arizona 811 / Blue Stake)** is the responsibility of the Buyer prior to commencement of work.

The Buyer agrees to comply with all applicable **Arizona statutes, local ordinances, and building codes** related to the project.

**PAYMENT TERMS**

**Payment in full is due upon completion of the work unless otherwise stated in writing. Any invoice not paid in full within fifteen (15) days of the invoice date will accrue interest at the rate of 2% per month, as permitted by Arizona law.**

**IMPORTANT ARIZONA NOTICE**

**Arizona law requires contractors to be licensed.**

**Contractors must include their license number on all estimates and contracts.**

**You may verify licensure with the Arizona Registrar of Contractors at [www.azroc.gov](http://www.azroc.gov) or (602) 542-1525.**

**Contractor License No.: 249500 & 221696**

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

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# RMC Masonry


P.O. BOX 8771  
 PH: (928) 627-4029  
 FAX: (928) 627-0163  
 CELL: (928) 920-1846  
 SAN LUIS, ARIZONA 85349  
 E-mail: rcmasonry@hotmail.com

## statement

DATE

01-30-26

TO: *City of San Luis AZ*

		AMOUNT DUE	AMOUNT ENC.
DATE	TRANSACTION	AMOUNT	BALANCE
	<p><i>As work order</i>            1600 LF. chain link fence at            6' high.            I'm including 6 gates 4' w.            2 gates 24' w. each.</p>		<p><i>\$ 48,500</i></p> 
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE
OVER 90 DAYS PAST DUE	AMOUNT DUE		
			<i>\$ 48,500</i>



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. C.

**Meeting Date:** 03/25/2026

**Department Head:** Roula Encinas, Director of Finance, Finance Department

**Submitted By:** Angelica Cifuentes, Purchasing Coordinator, Finance Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis East Community Park parking lot roundabout paving project. **(Angelica Cifuentes, Purchasing Coordinator)**

#### SUMMARY:

The Department of Parks and Recreation, with the assistance of the Engineering Department, is seeking Mayor and Council approval to accept and award a construction contract to DPE Construction Inc. for the San Luis East Community Park Parking Lot Roundabout Paving Project. DPE Construction, Inc. was the lowest responsible bidder for this project, at \$69,985.00.

Staff evaluated and recommends awarding the contract to DPE Construction, Inc. This purchase falls under the bidding provisions of our City of San Luis Procurement Code 3.05.030, 3.05.040, and 3.05.050.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AWARD THE CONTRACT TO DPE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE EAST COMMUNITY PARKING LOT ROUNDABOUT PAVING PROJECT IN THE AMOUNT OF \$69,985.00, AS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$69,985.00
<b>BUDGETED AMOUNT:</b>	\$650,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Impact Fees Capital Outlay CIP 806-144-90015 Remaining Balance \$133,146.91

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

For Fiscal Year 2026, the Parks Grounds Department was approved funding for the East Community Park under the Capital Improvement Project (CIP) account 806-144-90015 in the amount of \$650,000.00. The paving of the roundabout was contemplated by staff when requesting the continued budget for FY 2026.

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**Attachments**

Bid Documents

Bid Tabulation

Contract

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**CITY OF SAN LUIS  
REQUEST FOR PROPOSAL (RFP)**

**CONTRACT DOCUMENTS**

**FOR**

**CITY OF SAN LUIS**

**EAST SAN LUIS COMMUNITY PARK-PARKING LOT ROUNDABOUT  
PAVING**

**2026-RFP-00000002**

**SEALED REQUEST FOR PROPOSAL DEADLINE**

**Monday, March 9, 2026, 11:00 am**

**CITY OF SAN LUIS  
1090 EAST UNION STREET | P.O. BOX 7740 | SAN LUIS, AZ 85349**

## **TABLE OF CONTENTS**

### **CITY OF SAN LUIS**

1. ADVERTISEMENT FOR BIDS
2. INSTRUCTIONS TO BIDDERS
3. SCOPE OF WORK
4. PROPOSAL KIT
5. BID SCHEDULE
6. CITY INSURANCE REQUIREMENTS
7. GENERAL CONDITIONS OF THE CONTRACT
8. ATTACHMENTS

**Attachments:**

A - Contractor's Affidavit Regarding Settlement of Claims

B - Plan Sheet C4

## **ADVERTISEMENT FOR BIDS**

The City of San Luis is requesting proposals for paving improvements at the East Community Park, specifically remaining portion of the south parking lot totaling approximately 1,460 square yards. The East Community Park is located south of County 24th Street between 19th Avenue and 20th Avenue. The scope of work includes grading for pavement, and paving consists of 2.5" AC-6" ABC (1/2" AC MAG Mix). The Contractor shall start and complete work in a timely manner.

The project shall be complete and in place within 30 days calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>.

No Pre-Bid meeting will be held for this project.

All bids must be submitted through the Procurement Portal.

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw their bid for a period of thirty (30) days after the date set for the bid opening thereof:

City of San Luis, Arizona

-

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINITIONS**

- 1.1 All definitions set forth in the General Conditions are applicable to these Instructions to Bidders.
- 1.2 Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond Form, and the proposed Contract Documents, including any addenda issued prior to the receipt of bids.
- 1.3 Addenda are written or graphic instructions issued prior to the execution of the contract which modify or interpret the Bidding Documents, including Drawings, conditions of the Contract and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- 1.4 The term "Owner" or "City" shall be interpreted to mean City of San Luis, Arizona.

### **2. BIDDER'S REPRESENTATION**

- 2.1 Before submitting a bid, bidders shall carefully examine the Drawings, Bidding Requirements, Bid Document Contract Forms, General Conditions, Supplementary General conditions, Specifications, and Related Documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations and shall include in the bid a sum sufficient to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of

any matter or thing concerning the Project, which said Bidder might have fully informed himself prior to the building.

### **3. BIDDING DOCUMENTS**

3.1 Bidders may obtain copies of the bidding Documents through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>.

### **4. INTERPRETATION OF BIDDING DOCUMENTS**

4.1 Should a Bidder find discrepancies, inconsistencies or obscurities in, or omissions from the bidding documents, or should he be in doubt as to their meaning, Bidder shall submit their questions through the Procurement Portal. A written Addendum, clarifying the intent of the documents shall be issued, if needed. Addenda may not be issued less than 48 hours before the time specified for receipt of bids. Questions received less than four calendar days prior to the assigned bid date cannot be answered in writing. Should any discrepancies not be clarified by Addendum, the Contractor shall use the most expensive condition shown or specified in bid.

4.2 Prior to the receipt of bids, each person or firm recorded through the procurement portal as having received the bidding documents will be notified of any addendum. Addenda will also be available for Inspection wherever the bidding documents are kept available for that purpose.

4.3 All Addenda issued by the City during the time of bidding are to be included in the bid, and shall become a part of the bidding documents (bidder's responsibility to check for addendums). Acknowledge receipt of Addenda through the Procurement Portal.

4.4 All questions must be submitted through the Procurement Portal no later than 6:00 pm on Tuesday, March 3, 2026.

### **5. SUBSTITUTIONS**

5.1 When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. However, components of electrical systems shall be standard items and/or interchangeable with specified manufacturer to facilitate repairs and upkeep by the Owner.

5.2 It shall be the Contractor's responsibility to provide materials of equal standards to those specified. The City shall be the sole judge as to whether or not the products meet the established standards. The Contractor MUST request written approval of equal materials from the City prior to, or after the bid date.

### **6. BIDDING PROCEDURES**

6.1 A bid is invalid if it has not been submitted through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz> prior to the time and date for receipt of bids indicated in the Invitation to Submit Proposals, or prior to any extension thereof issued to the bidders.

### 6.5 Bid Security:

1. Each bidder is required to submit, with his bid, a surety bond for ten percent (10%) of the amount of the Base Bid made payable to the Owner.
  - a. If more than one proposal is submitted, only one Bid Security is required for the largest base Bid amount, however, this bond shall apply to any and/or all bids submitted.
2. The Bid Security shall be given as a guarantee that the bidder will enter into a contract to perform the work, if awarded to him, and provide a satisfactory Performance Bond and Payment Bond as required under the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes. Bid Security shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by the Owner.
3. Bid Security will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory Performance Bond and Payment Bond and Construction Contract.
4. Bidders may withdraw their bid at any time prior to bid opening, but may not resubmit them. No bid may be modified or withdrawn after the bid opening for a period of 30 days except where the award of the contract has been delayed at least 31 days.

## 7. SUBCONTRACTOR LIST FORM

7.1 Complete the Subcontractor List Form, listing a single company, firm, or organization name only for each branch of the work. Submit through the vendor [PROPOSAL KIT](#).

7.2 The competency and responsibility of bidders and their proposed subcontractors will be considered in making the award.

7.4 The Contractor shall pay the cost of all permits, changes, meters, connections, fees, etc., directly to governmental agencies having jurisdiction to comply with the law of the place of the Project in order to complete the work. The bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the Contract.

## 8. REJECTION OF BIDS

8.1 The Bidder acknowledges the right of the Owner to reject any or all bids, to waive any informality or irregularity in any bid received, or to withhold the award for any reason he determines. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required Bid Security or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular. Bidders shall understand that the Owner will not be responsible for any errors or omissions in the preparation of the bid.

## 9. AGREEMENT

9.1 The form of Agreement which the successful Bidder will be required to execute in two (2) original counterparts. Progressed payments will be made to the Contractor by the Owner in an amount equal to 90% of that due until the final payment.

## **10. WARRANTY**

10.1 The Contractor certifies by submitting his bid that he has familiarized himself with all specified products, materials, and systems which are proposed for inclusion in the required work, and that said materials, products, and systems are appropriate for the use(s) intended. He additionally certifies by submitting this bid that he shall, in fact, install said materials, products, and systems in the work properly and in rigid compliance with the terms and conditions of the Contract Documents, and shall issue his written warranty applicable to the work as required by the applicable Supplementary General Conditions. If the Bidder determines that the proposed materials, products, and/or systems are not appropriate for the use(s) intended, he shall submit his written exceptions attached to the Bid Form.

## **11. PERFORMANCE AND PAYMENT BONDS**

11.1 The Contractor is hereby required to provide and pay for Performance and Payment Bonds. Bonds shall secure the faithful performance (100%) of the Contract and the payment of all obligations (100%) arising there under, in such form as the Owner may prescribe and with such sureties that he may approve. Both Bonds shall be active and held by the Owner for duration of the guaranty (warranty).

## **12. CONTRACTOR LICENSE LAW, ELIGIBILITY & PREFERENCE**

12.1 The Contractor shall comply with, and require all subcontractors to comply with State of Arizona and City Contractor's License Laws. Contractor shall comply with the provisions of "an Act to Regulate the Business of Contracting", Title 32, Chapter 10, Arizona Revised Statutes with latest adopted revisions and 'Contractor's License Laws and Regulations" dated July, 1981, published by the Arizona State Registrar of Contractors, or the latest revision thereof adopted under the provision of AIRS title 32, chapter 10, Articles 2 and 3.

The prime Contractor shall have a State of Arizona Classification "A" Contractor's license to perform the work. A bid submitted by any Contractor not properly licensed at the time of bid opening shall be considered non-responsive and will be rejected.

## **13. NONDISCRIMINATION**

13.1 In connection with the performance of work under this Contract, the Contractor agrees (as prescribed in A.R.S. Section 23-373) not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensations and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of

the nondiscrimination clauses. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

#### **14. COPIES OF DOCUMENTS FURNISHED**

14.1 The Contractor shall obtain Construction Documents free of charge through the Procurement Portal.

#### **15. INSURANCE**

15.1 The contractor is required to provide and pay for insurances. He shall file, with his Performance and Payment Bonds, all required Certificates of Insurance and endorsements demonstrating that the insurance policy was amended to add City of San Luis, Arizona as an additionally insured.

15.2 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance require of the subcontractor has been so obtained and approved.

15.3 The Contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance as required by applicable State or Territorial Law for all of his employees to be engaged in work at the site of the project under this contract, and in any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workmen's Compensation Insurance. In case any class of the employees engaged in hazardous work on the project under this contract are not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

15.4 The Contractor shall provide public liability insurance and show evidence specified in the Contract Documents in the City Insurance Requirements.

#### **16. ADDITIONAL SERVICES**

16.1 Contractor agrees to pay for additional testing services, additional Engineering services, and any similar related additional costs as designated in the Contract Documents.

#### **17. SUMMARY OF THE WORK**

17.1 Refer to the Overview, Summary and Scope of Work, and Summary of the Work, for description of the work.

#### **18. SUBSTANTIAL COMPLETION**

18.1 Substantial Completion will be accomplished no later than **30 days from dated letter "Notice to Proceed"**.

**19. LIQUIDATED DAMAGES**

19.1 The liquidated damages for this project shall be determined by the Schedule of Liquidated Damages in City of San Luis Supplemental to the MAG Uniform Standard Specifications.

**20. EVALUATION AND AWARD**

- Bid opening will take place on Monday, March 9, 2026 immediately after the close of the bidding.
- City staff will convene in the Pedro Julian Conference Room at the San Luis City Hall, open the proposals virtually, and read the bids into the record.
- Award will be made to the lowest qualified responsive bidder.
- Formal award of contract will be on the next available Regular City Council meeting.

**21. PROTESTS**

All responders will receive notification via e-mail regarding their status vis-a-vis the proposed contract award. Responders not selected have two days from e-mail sent date to initiate protest proceedings. To do this, a dissatisfied party must lodge a protest with Angelica Cifuentes, Procurement Coordinator, via receipted e-mail (acifuentes@sanluisaz.gov) or by certified mail (Attn: Angelica Cifuentes/City of San Luis/P.O. Box 7740/San Luis, AZ 85349). The City of San Luis will then hold a hearing within two days of the receipt of the protest and make a determination within two days of the hearing. In the absence of a successful protest, the contract will be awarded to the most responsive qualified bidder.

**SCOPE OF WORK**

**TIMELINE**

Advertisement/Release Project Date:	February 22, 2026
Advertisement/Release Project Date:	March 1, 2026
Question Submission Deadline:	March 3, 2026, 6:00pm
Question Response Deadline:	March 4, 2026, 6:00pm
Submission Deadline:	March 9, 2026, 10:00am
Bid Opening:	March 9, 2026, 11:00am
Contractor Selection Date:	March 10, 2026

<b>City Council Meeting:</b>	March 25, 2026
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**PROJECT NAME, LOCATION, AND OVERVIEW**

**PROJECT NAME:**

The name of this project is **East San Luis Community Park-Parking Lot Roundabout Paving**. All correspondence and documents are to reference “East San Luis Community Park-Parking Lot Roundabout Paving”.

**PROJECT LOCATION:**

The Project is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona, south of County 24th Street between 19th Avenue and 20th Avenue.

**OVERVIEW:**

The **East San Luis Community Park-Parking Lot Roundabout Paving** project is being undertaken by the City of San Luis, Arizona. This bid pertains to those activities described herein under the Scope of Work.

It is especially important that bidders are aware of the following:

- A. This solicitation is open to general contractors and subcontractors licensed to operate in the State of Arizona.
- B. Davis-Bacon wage rates **NO VALUE** apply.

**East San Luis Community Park-Parking Lot Roundabout Paving**

The City of San Luis is requesting proposals for paving improvements at the East Community Park, specifically remaining portion of the south parking lot totaling approximately 1,460 square yards. The East Community Park is located south of County 24th Street between 19th Avenue and 20th Avenue. The scope of work includes grading for pavement, and paving consists of 2.5" AC-6" ABC (1/2" AC MAG Mix). The Contractor shall start and complete work in a timely manner.

**Special Conditions of Work:**

- A. Project to be completed 100% and invoice submitted.
- B. Performance Bonding, taxes and other fees are considered incidental to project overall quote.
- C. The City of San Luis reserves the right to modify the project scope of work after the proposals are received and evaluated, and before the successful bidder is awarded the contract.
- D. Contractor can close off the south parking lot access/driveways as necessary to complete the project.
- E. Encroachment permit from the City of San Luis will not be required.

- F. Quantities noted above are estimated bases on available existing information. Contractor to verify required quantities and confirm with the City of San Luis prior to proceeding with the work, the City will pay for "as-built" quantities.
- G. New pavement preservative seal is not required.
- H. The project shall be constructed in accordance with all MAG Uniform Standard Specifications and details for Public Works Construction as adopted by the City of San Luis, except as otherwise required by this special conditions.

**PROPOSAL KIT**

**Proposal\***

Project Name: East San Luis Community Park-Parking Lot Roundabout Paving

In compliance with the Advertisement for Bids:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required CONTRACT AND LABOR AND MATERIAL surety bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the Plans and Special Provisions;

Understands that this proposal for construction of this project shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid surety bond for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of Notice of Award, from the City of San Luis, Arizona, Bidder will execute the contract documents within 10 (Ten) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **30 days** from the date of Notice to Proceed.

Please confirm

\*Response required

**Non-Collusion Affidavit\***

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

\*Response required

**Bid Surety Bond\***

Please download the below documents, complete, and upload.

- [Bid Surety Bond.pdf](#)

\*Response required

**Bidders Participation Subcontractors and Suppliers List\***

Please download the below documents, complete, and upload.

- [Bidders Participation Subco...](#)

\*Response required

**Certificate of Insurance\***

Please upload your Certificate of Insurance.

\*Response required

**BID SCHEDULE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Grading for Pavement	1,460	SY		
2	6" ABC Subbase	1,460	SY		
3	2.5" AC, 1/2" MAG AC Mix	1,460	SY		
4	Material Testing	1	LS		
<b>TOTAL</b>					

**CITY INSURANCE REQUIREMENTS**

The following are the minimum required under the Contract. Greater amounts may be required by law or regulation. Any insurance proceeds in excess of the limits and coverage required in this Contract and which is applicable to a given loss will be available to the City. These limits required by the Contract do not limit the Contractor’s liability under the indemnification provisions of the Contract.

**Contractor’s Obligation**

The Contractor shall secure and maintain, at the Contractor's expense, until the Final Completion of the Project, general liability and property insurance as shall protect the Contractor and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Any coverage maintained by the City shall not contribute to any claims arising from the Contractor's performance of this Contract. The Contractor shall file these certificates with City of San Luis within ten (10) days of execution of this Contract and prior to engaging in any operation or activities set forth in this AGREEMENT. The foregoing insurance policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured.

### **General Liability Coverage**

Contractor shall have general liability coverage on a per occurrence, and in comprehensive form. General liability coverage shall include Products, Completed Operations, Products Liability, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury. General Liability coverage shall include and eliminate the exclusion for property under the care, custody, and control of the Contractor.

### **Coverage Amounts**

Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

#### **Employer's Liability**

- A. Each Accident \$100,000
- B. Disease for Each Employee \$100,000
- C. Disease Policy Limit \$250,000

#### **Contractors General Liability**

- A. General Aggregate \$6,000,000
- B. Products-Completed Operations Aggregate \$2,000,000
- C. Each Occurrence (Bodily Injury and Property Damage) \$6,000,000
- D. Personal Injury and Advertising Injury \$2,000,000
  - 1. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.

#### **Automobile Liability**

- A. Bodily Injury:
  - 1. Each Person \$1,000,000

2. Each Accident \$1,000,000

B. Property Damage

1. Each Accident \$1,000,000

C. Combined Single Limit \$1,000,000

**Contractual Liability**

A. Bodily Injury:

1. Each Accident \$2,000,000

2. Annual Aggregate \$2,000,000

B. Property Damage:

1. Each Accident \$2,000,000

2. Annual Aggregate \$2,000,000

3. Each Accident \$2,000,000

4. Annual Aggregate \$2,000,000

**Professional Liability Errors and Omissions \$1,000,000**

**Additional Provisions**

A. Additional Insured: Contractor shall name the **City of San Luis, Arizona (an Arizona municipal corporation) and its elected officials, officers, agents, as “Additional Insureds”** on all insurance policies, except Worker’s Compensation and Errors and Omissions, and this shall be reflected on the Certificate(s) of Insurance, with corresponding endorsement relative to the additionally insured indemnification. Contractor shall name the City of San Luis as certificate holder.

B. Cancellation Notice of Material Change of Coverage: The Contractor shall keep all policies in force for the duration of the Contract and any possible extension thereof. Contractors’ required insurance shall be endorsed to provide that the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of San Luis Public Workers Department.

C. Certificate(s) of Insurance: Certificates of Insurance shall be Project-specific. Prior to commencing work under the Contract, Certificates of Insurance shall be submitted and approved by the City. Contractor is responsible for obtaining Certificates of Insurance, establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificates of Insurance shall be forwarded to the City Risk Manager for review and filing. Failure of the City to

demand such Certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

- D. Rating of Insurance Companies: Any and all insurance companies supplying coverage to the Contractor shall be approved to write insurance in the State of Arizona and must possess no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be solely responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City of San Luis. The City of San Luis, at its option, may require the Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, the Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property are acquired for the Project or delivered to the Project site, the Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons. Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss), which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City and its officials, officers, employees, and agents shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: City and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the City's opinion, operations by or on behalf of the Contractor create higher-than-normal hazards and to require the Contractor to name additional parties in interest to be Additional Insureds.

- J. Waiver of Requirements: The City Manager, in consultation with the City Risk Manager and/or City Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the City.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **SECTION 1 - Bidders Participation Subcontractors and Suppliers List**

These General Conditions encompass provisions that apply and are incorporated into all construction contracts entered into by the City of San Luis unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Unit Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

### **SECTION 2 - GENERAL DEFINITIONS**

- 2.1** The Definitions in the Invitation for Bid (IFB), the Request for Proposals (RFP), the Request for Qualifications (RFQ), and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.
- 2.2 Change Order** – A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion, or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. Only a Change Order allows the Contract Price or the Contract Time or both to be changed.
- 2.3 City** – City of San Luis, Arizona, a municipal corporation, with whom the Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).
- 2.4 Contract** - The written agreement executed between the City and Contractor, including all of the Contract Documents.
- 2.5 Contract Documents** - The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits and attachments to it, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, and any other documents so designated in the Contract.
- 2.6 Contract Price** - The agreed-upon price to be paid to the Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.
- 2.7 Contract Time(s)** - The number of days or the dates related to the Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract and is based upon the Project Schedule agreed to by the City in writing.

**2.8 Contractor** - The person or corporation with whom the City has entered into a contract for construction-related work or services related to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with the City to provide pre-construction and/or construction services.

**2.9 Contractor Payment Request** - The form that is accepted by the City and used by the Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or City.

**2.10 Construction Documents** - The plans, specifications, and drawings prepared and issued by the Design Professional and approved by the City for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting, and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by the City prior to incorporation into the Contract.

**2.11 Critical Path** - The critical path is the sequence of Project network activities that add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of the City.

**2.12 Day** - Calendar day(s) unless otherwise specifically stated in the Contract Documents.

**2.13 Final Acceptance** - The written notice from the City to the Contractor that Final Completion has occurred.

**2.14 Final Completion** - The point when all items of the Work, including punch list items, have been completed to the City's satisfaction as reflected in the written Final Acceptance.

**2.15 Float** - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

**2.16 MAG Specifications** – The latest edition adopted by the City of the Uniform Standard Specifications for Public Works Construction published by Maricopa Association of Governments (“MAG”), or the latest revision published by MAG.

**2.17 MAG Standard Details** – The latest edition adopted by the City of the Uniform Standard Details for Public Works Construction published by Maricopa Association of Governments (“MAG”), or the latest revision published by MAG.

**2.18 Notice to Proceed (NTP)** - A written notice given by the City to the Contractor fixing the date on which the Contractor will start to perform the Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by the City.

**2.19 Project** – The Project specified in the Contract (including the Job Order).

**2.20 Project Manager** - The Project Manager designated in Article 1 of the Contract, or any successor Project Manager the City designates. The Project Manager has the authority to act on behalf of the City, as delineated

and limited by the Contract Documents and applicable law. The City shall communicate with the Contractor through the Project Manager. However, the Project Manager has no authority to bind the City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

**2.21 Project Schedule** - The schedule for the completion of the Project agreed to and/or required by the City and incorporated into the Contract.

**2.22 Project Specific Provisions** - Additional conditions that apply to the specific Project and/or Scope of Work.

**2.23 Proposal** A Proposal submitted to the City by a Contractor in response to an Invitation for Bid (IFB), Request for Qualifications (RFQ), a Request for Proposals (RFP), or other solicitation or request by the City. Bids may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the City in the Bid Schedule.

**2.24 Requests for Information (RFIs)** - Formal written request from the Contractor to the City and/or Contractor for the Project seeking clarification or additional information needed for the Contractor to properly complete the Work and/or Services under the Contract. The City may require RFI's to be submitted on a specific form or in a specified format.

**2.25 Schedule of Values (SOV)** - The specified document prepared by the Contractor and approved and accepted by the City, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

**2.26 Scope of Work** The scope of work agreed to and/or required by the City and incorporated into the Contract as set forth in the IFB and/or an Exhibit to the Contract.

**2.27 Subconsultant** A person, firm, or corporation having a Contract with a Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

**2.28 Subcontractor** - An individual or firm having a direct contract with the Contractor or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

**2.29 Supplier**. Any person or entity providing materials or property for the Project.

**2.30 Total Float**. The number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

**2.31 Work** - The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of:

- a. performing or furnishing labor;
- b. furnishing and incorporating materials, resources, and equipment into the construction; and
- c. performing or furnishing services and documents as required by the Contract Documents for the construction phase.

### **SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS**

**3.1** The City operates under the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction.

**3.2** The City also operates under the 2009 City of Yuma Construction Standard Detail Drawings.

**3.3** The City also operates under the 2006 Yuma County Public Works Standards – Volume III – Storm Drainage Facilities.

**3.4** The above standard specifications and details may be viewed and downloaded at the City of San Luis website: <https://www.sanluisaz.gov/DocumentCenter/Index/268>. **3.5** The City may require particular sections of the revisions of the MAG Specifications and Standard Details after the 2015 revision that the City adopted.

**3.6** Current and Historical MAG Specifications and Standard Details may be viewed at the Maricopa Association of Governments website at <https://azmag.gov/Programs/Public-Works/Specifications-and-Details>.

**3.7** The MAG Specifications and Standard Details and the City's amendments to them are incorporated into the Contract.

### **SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES**

#### **4.1 General**

4.1.1 The Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of the City, exercising the degree of professional care, skill, diligence, quality, and judgment that a professional Contractor engaged, experienced, and specializing in the construction of facilities of similar scope, function, size, quality, complexity, and detail in urban areas throughout the United States comparable to the City would exercise at such time, under similar conditions. The Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 The Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Pursuant to A.R.S. § 41-4401, the Contractor warrants to the City that the Contractor and all its Subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Contractor acknowledges that a breach of this warranty by the Contractor or any of its Subcontractors is a material

breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee related to this statute and of the Contractor or any Subcontractor who works on this Contract to ensure compliance with this warranty. The City may conduct random verification of the Contractor's employment records and any of its Subcontractors' employment records to ensure compliance with this warranty. The City will not consider the Contractor or any of its Subcontractors in material breach of the foregoing warranty if the Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement the Contractor enters into with its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or Subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties, including termination of the Contract at the sole discretion of the City.

4.1.4 The Contractor further understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug-Free Workplace Act of 1989 to the Contract. The Contractor understands and acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. § § 12-2701 through 12-704 "Immigration and Nationality Law Practice Act" as amended.

## **4.2 Contractor's Pre-Contract and Pre-Work Deliverables**

4.2.1 Before beginning any Work under the Contract, the Contractor shall execute the Contract and deliver to the City the items listed in Section 4-2.2 below within seven (7) days after the award of the Contract, and the City must execute the Contract. Failure to do so will be a material breach of the Contract, entitling the City to terminate the Contract for Cause.

4.2.2 When the Contractor delivers the executed Contract to the City, the Contractor shall also deliver to the City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by the City) required under Section 11 - of these General Conditions, and as the Contract requires.

4.2.3 The Contractor shall obtain all necessary permits for the Work and pay all applicable fees unless otherwise noted on the plans and in the specifications. The Contractor is specifically notified of the need to obtain traffic control permits from the Arizona Department of Transportation (ADOT) and the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to the City prior to starting the permitted activity.

## **4.3 Pre-Construction Conference**

4.3.1 Prior to the commencement of any Work, the City may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, the Contractor shall provide the Project Manager with a Schedule of Values reflecting the subcontracts and other categories that will be used to submit pay applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from the City. Once accepted by the City in writing, the Schedule of Values for the Project will not be changed without the City's prior written approval.

#### **4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers)**

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, the Contractor shall provide through itself or its Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 The Contractor's Superintendent shall be present at the Project site at all times that material Work under this Contract is taking place. The Contractor's Superintendent or designee shall be present at the Project site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Project site, who shall have the authority to take actions required to carry out that particular element of the Work properly.

4.4.3 Before ordering materials or doing work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between the actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If the Contractor observes errors, discrepancies, or omissions in the Contract Documents, it shall promptly notify the Contractor and City and request clarification. The Contractor shall be liable to the City for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If the Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to the City, and if the Contractor proceeds with the Work affected by such observed errors, discrepancies, or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City.

4.4.6 The Contractor shall be responsible for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 The Contractor will not substitute or change any Subcontractor or Supplier without the City's prior written approval. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or supplier. If a Subcontract or Supplier selection plan has been approved by the City, the Contractor will follow that plan unless otherwise approved by the City in writing.

4.4.8 The Contractor shall not change or replace the Contractor's Project Manager or Superintendent on this Project without an explanation for the change being given to the City and receiving prior written approval of the change from the City, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than fifteen percent (15%) of the total Contract Price may be required to furnish performance and payment bonds to the Contractor if directed in writing by the City.

#### **4.5 Control of the Project Site**

Throughout all phases of construction, including suspension of Work, the Contractor shall keep the Project site reasonably free from debris, trash, and construction wastes to permit the Contractor to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas. Prior to the Final Acceptance of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

4.5.1 The Contractor shall take whatever steps, procedures, or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Yuma County dust control regulations.

4.5.2 The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a contract with Contractor, or claiming by, through, or under Contractor, for all damages, losses, costs, and expenses resulting from such acts or omissions.

#### **4.6 Project Safety**

4.6.1 The Contractor is responsible for the safety of the job site for the Contractor's employees as well as for members of the general public and others who may drive or walk through or be at the Project site.

4.6.2 The Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 The Contractor shall provide a “competent person” as required by O.S.H.A. regulations. The “competent person” shall be identified at the Pre-Construction Conference, and the City will be advised in writing of any changes.

4.6.4 The Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between the City and the Contractor, the Contractor is responsible to the City for any and all the safety issues relating to the Work on the Project. The Contractor shall administer and manage the safety program. The safety program will include, but not necessarily be limited to, reviews of the safety programs of each Subcontractor. The Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 The Contractor shall maintain and have sole responsibility for safety on the job site.

#### **4.7 Materials Quality, Substitutions, and Shop Drawings**

4.7.1 All construction materials to be used or incorporated in the Project are subject to inspection, quality control and quality assurance testing, and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner to the City at no additional cost to the City. When quality control and quality assurance tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 A schedule of shop drawing submissions shall be submitted with the Project Schedule for City approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of shop drawing submissions shall include all of the items for which shop drawings are required by the Contract Documents, including the specifications.

4.7.3 Long Lead Time Items. The Contractor shall submit shop drawings, as required by the Project Engineer, on all long lead items to be furnished and installed as part of the Project within ten (10) days after execution of the Contract. In addition, the Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved shop drawings. For all long lead times for which shop drawings are not required, the Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, the Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

#### **4.8 Project Record Documents**

The Contractor shall ensure that any and all changes or modifications done as a result of field changes are accurately reflected in red-lined markings. At the completion of construction, all red lines and markings shall be compiled to aid in the creation of “as-built” plans.

#### **4.9 Warranty and Correction of Defect Work**

4.9.1 The Contractor warrants to the City that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules, and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Final Completion shall be the beginning of the Warranty period, regardless of early completion by some Subcontractors of their work.

4.9.3 Unless otherwise specified in the Contract Documents, the Contractor and Subcontractors shall provide to the City all of the following written warranties that apply to the Work in a form acceptable to the City.

- (i) General Warranty — Two (2) years
- (ii) Mechanical Contractor — Two (2) years
- (iii) Plumbing Contractor — Two (2) years
- (iv) Electrical Contractor — Two (2) years
- (v) Caulking — One (1) year
- (vi) Steel Joists, Certificate of Manufacturer
- (vii) Exterior Metal Wall System — Five (5) years
- (viii) Painting — One (1) year
- (ix) Termite — Five (5) years
- (x) Sheet Metal: Zinc coating thickness on hot-dipped galvanized Metals — One (1) year

4.9.4 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer’s warranty, which provides the City with greater warranty rights than set forth in this Section or the Contract Documents. The Contractor will provide the City with all manufacturers’ warranties prior to Final Acceptance.

4.9.5 A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute Acceptance of Work not in accordance with the Contract Documents.

4.9.6 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, the Contractor shall obtain and provide to the City all warranties for any portion of the Project offered by the manufacturer, installer, or provider thereof. The City and the user of the facility shall have the right to the full value and benefit of all such warranties. The Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section.

## **SECTION 5 - CITY'S RESPONSIBILITIES**

**5.1 City Project Manager** The Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist the Contractor to fulfill its obligations under the Contract Documents.

**5.2 Contract Services** The City may contract separately with one or more contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by the City, shall be furnished to the Contractor. The contractor shall not have the right to limit, restrict, or reject any Contract modifications that are mutually acceptable to the City and the Contractor.

## **SECTION 6 - CONTRACT TIME**

### **6.1 Contract Time**

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.3 below.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated milestone of the Project.

### **6.2 Project Schedule**

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work. However, such revisions shall not relieve the Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by the City.

6.2.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request.

6.2.4 The Contractor shall provide the City with a monthly status report with each Project Schedule detailing the progress of the Work, including:

6.2.5 Acceptance of a submitted schedule by the City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by the Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of the Contractor. The City's review shall not relieve the Contractor from compliance with the requirements of the Contract Documents or be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity, and identifying the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.

### 6.2.7 Float Time

6.2.7.1 The total Float time within the overall schedule is for the exclusive use of the City. However, the City may approve the Contractor's use of Float time as needed to meet contract milestones and the Project completion date.

6.2.7.2 The Contractor shall not be allowed to sequence, hide, or reallocate Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew or resource sequencing. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. In preparing the Project Schedule, The Contractor is required to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, excessive rainfall, and the impact on Critical Path activities is on the Contractor.

## 6.3 Final Completion and Final Acceptance

6.3.1 Unless otherwise expressly agreed to in writing by the City, Final Completion must be obtained by no later than Three hundred sixty-five (365) calendar days after the date of Notice to Proceed. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.3.2 Upon receipt of written notice that the Work is ready for final inspection and Acceptance, the City and the Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued, and Final Completion shall not occur until all items of Work, including punch list items, have been completed to the City's satisfaction as reflected in the written Final Acceptance.

6.3.3 Final Payment under Section 8.2 below shall not be due, owing, or paid by the City until the Final Completion is obtained.

## 6.4 Liquidated Damages

6.4.1 The Contractor acknowledges and agrees that if the Contractor fails to obtain Final Completion of the Work within the Contract Time, the City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the City and the Contractor agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the applicable dollar sum amount in Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the Work.

6.4.2 The City may deduct liquidated damages described in this Section 6.4 from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

6.4.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to the City in the event of Contractor's default under this Contract prior to the full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## **SECTION 7 - CONTRACT PRICE**

**7.1 Fixed Price Contracts** The Contract Price shall be the amount set forth in the Contract.

**7.2 City Sales Tax** The Contractor is required to pay Sales Taxes on any contracting activity done for the City, and this cost shall be included in all Contract Prices.

## **SECTION 8 - PAYMENT**

### **8.1 Payment for Construction Services**

8.1.1 Monthly progress payments for certified work and material delivered to the Project site for the preceding month shall be paid on or before fourteen (14) business days after the estimate of the Work is certified and approved. The submittal estimate shall be deemed certified and approved for payment after seven (7) days from the date of submission unless the City's Project Manager issues a written finding setting forth items not approved for payment.

8.1.2 The City shall retain ten percent (10%) of all progress payments as insurance of proper performance of the Contract or, at the option of the Contractor, a substitute security may be provided by the Contractor in an authorized form approved by the City. The Contractor is entitled to all interest from any such substitute security.

8.1.3 When the Contract is fifty percent (50%) completed, one-half of the amount retained or securities substituted shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Contract. There is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract shall be retained, providing the Contractor is making satisfactory progress on the Project. If at any time the City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

8.1.4 . Unless the City Project Manager delivers specific written findings of deficiencies and expected cost to cure, any retention shall be paid, or substitute security shall be returned to the Contractor within sixty (60) Days after Final Completion and Acceptance of Work under the Contract. The City may withhold an amount from the progress payment sufficient to pay the expenses the City's Project Manager reasonably expects to incur in correcting the deficiency set forth in the written finding.

8.1.5 The Contractor, and all Subcontractors, shall pay to Subcontractors or material Suppliers within seven (7) days of receipt of each progress payment unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or Subcontractor on account of the Work performed or materials delivered to the extent of each such Subcontractor's or material Supplier's interest therein. No agreement for construction may materially alter the rights of any Contractor, Subcontractor, or material Supplier to receive prompt and timely payment as provided under this Section. These monthly progress payments to Subcontractors or material Suppliers shall be passed on payments received pursuant to this Section. Any diversion by the Contractor or Subcontractor of payments received for Work performed or failure to reasonably account for the application or use of such payments constitutes grounds for disciplinary action by the Registrar of Contractors. The Subcontractor or material Supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this Section. The Subcontractor may notify the City's Project Manager in writing, requesting that the City notify the Subcontractor in writing within five (5) days from payment of each progress payment made to the Contractor. The Subcontractor's request remains in effect for the duration of the Subcontractor's work on the Project.

8.1.6 Nothing in this Section 8.1 prevents the Contractor at the time of application/certification to the City from withholding application or certification to the City for payment to the Subcontractor or material Supplier for unsatisfactory job progress, defective work, or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that claim will be filed, failure of a Subcontractor to make timely payment for labor, equipment and materials.

**8.2 Final Payment** Subject to all of the City's rights to withhold or offset payment and other rights under the Contract, Final Payment, including remaining retainage, shall be paid only after:

- (i) The Work has been fully completed (including completion of all incorrect or incomplete work items), and the City has issued the written Final Acceptance;
- (ii) necessary operating manuals, any excess materials and supplies necessary for matching

materials and supplies incorporated into the Work, and complete “as-built” drawings (including the Building Information Model, if required by the Contract Documents), plans, and specifications have been delivered to City;

(iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City;

(iv) all conditions and requirements imposed by the City or any financing entity for the corresponding disbursement have been met; and

(v) the Contractor delivers to the City a Contractor Payment Request Form requesting Final Payment.

**8.3 The City’s Right to Withhold Payment** The City may withhold payment to such extent as may be necessary in the City’s opinion to protect the City from loss for which the Contractor is responsible, including, without limitation:

(i) Defective Work not remedied;

(ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless Contractor provides security acceptable to the City;

(iii) Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;

(vi) Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

(vii) Persistent failure to carry out the Work in accordance with the Contract Documents.

**8.4 Joint/Direct Checks** Payments to the Contractor may be made by checks payable jointly to the Contractor and its employees, agents, Subcontractors, and Suppliers, or any of them. When in the sole opinion of the City, it is advisable, payments may be made directly to the Contractor’s Subcontractors. Any amount so paid shall be deducted from the amounts owed to the Contractor under this Contract.

**8.5 Payment Not A Waiver** No payment (nor use or occupancy of the Project by the City) shall be deemed Acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of the City.

**8.6 Liens and Bond Claims** The Contractor shall make all payments, in the time required, of all labor and materials furnished to the Contractor in the course of the Work and shall promptly furnish evidence of such payments as the City may require. The Contractor shall pay when due all claims arising out of the performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no

liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract. The Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, the Contractor agrees to defend, indemnify, and hold harmless the City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed by Contractor. The obligations under this Section 8.4 survive termination of this Contract.

### **8.7 Financial Record Keeping and City's Audit Right**

8.7.1 Records for all Contracts between the City and the Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 The City, its authorized representative, and/or the appropriate agency reserve the right to audit the Contractor's records in compliance with local, state, or federal policies, statutes, or at the City's discretion within three (3) years of Final Acceptance of the Work.

## **SECTION 9 - CHANGES TO THE CONTRACT**

### **9.1 Extra Work/Changes in the Work**

9.1.1 The City reserves the right to make such changes in the plans and specifications for the Work as it may deem appropriate. Any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated into this Contract.

9.1.2 The Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by the City, has been executed by the City prior to starting the additional work.

9.1.3 Any agreement that modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the San Luis City Council if necessary. Once properly executed by both Parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

**9.2 Accuracy of Change Order Pricing Information** Signature by the contracting Parties shall constitute full accord and satisfaction between the City and the Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact, or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, the Parties agreed to in writing.

## **SECTION 10 - TERMINATION**

**10.1 Termination by the City for Cause**

10.1.1 If, for any reason, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of the termination. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the Contractor under this Contract, shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any Work satisfactorily completed under this Contract.

10.1.2 Notwithstanding Section 10.1.1, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**10.2 Termination by the City for Convenience** The City may also terminate the Contract at any time for its convenience upon seven (7) business days' written notice to the Contractor specifying the termination date. In the event of termination, which is not the fault, in whole or in part, of the Contractor, the City shall pay to the Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the City to the Contractor.

**10.3 A.R.S. § 38-511 and Other Statutory Requirements** This Contract is subject to and may be terminated by the City in accordance with the conflict provisions of A.R.S. § 38-511. The Contractor certifies, to the extent permitted by law, that it is not currently engaged in and agrees that for the duration of this Contract, it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35- 393. The Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract, it will not use the forced labor of the ethnic Uyghurs in the People's Republic of China, nor use any goods or services produced by them, nor use any Contractors, Subcontractors, or Suppliers that use them. If the Contractor becomes aware during the term of this Contract that the Contractor is not in compliance with this certification, it shall follow the notice procedures in A.R.S. § 35- 393.

**10.4 Non-Appropriation** The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

**10.5 Limited Liability** Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed or for any future or anticipated profits, recovery, damages, expenses, or losses.

**SECTION 11 - BONDS**

### **11.1 Bonds and Other Performance Security**

11.5.1 Prior to the execution of the Contract, the Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.5.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.5.3 The bonds shall be made payable and be acceptable to the City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, et seq.

11.5.4 All bonds submitted for this Project shall be provided by a company that has been rated AM Best rating of B++6 or better for the prior four (4) quarters by the latest edition of the *Results Best's Key Rating Guide (Property/Casualty)*" published by the A.M. Best Company.

11.5.5 Personal or individual bonds are not acceptable.

### **SECTION 12 - INDEMNIFICATION**

**12.1** To the fullest extent permitted by law, the Contractor, its successors, and assigns shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. The Contractors' duty to defend, indemnify, and hold harmless the City and its agents, representatives, officers, elected officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, expert fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

**12.2** The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials, employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

**12.3** The indemnified party shall have the right to approve the legal counsel selected by the Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

**12.4** The defense, indemnification, hold harmless provisions, and City’s Liability Insurance set forth herein shall survive any termination of the Contract.

### **SECTION 13 - DISPUTE RESOLUTION**

**13.1 Informal Dispute Resolution** The Parties to the Contract agree that time is of the essence in relation to the performance of the Contract and completion of the Project. Therefore, any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager, as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative (“DRR”) process set forth below, which is intended to be an expedited process.

**13.2 Dispute Resolution Representative (DRR) Process** 1.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project that are not resolved in the ordinary course of the Project (“Claim or Claims”) shall, as a prerequisite to any mediation or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the “DRR Process”).

13.2.2 The DRR Process shall be initiated through the service of a DRR Notice as set forth below:

(i) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail:

- (a) the basis for the claim;
- (b) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
- (c) the specific relief requested, the amount thereof, and how such was calculated;
- (d) the parties involved in the Claim and how they are involved;
- (e) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and
- (f) efforts made to date to resolve the Claim.

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested. (iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties’ designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (“DRR Response”) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties’ Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the parties to the claim shall then meet as soon as possible and, in any event, within twenty (20) calendar Days of submission of the DRR Notice

(regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager, the representatives of the Contractor, and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing. The resolution shall be signed by the Parties' designated Dispute Resolution Representatives. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

### **13.3 Mediation**

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar Days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar Days of the written demand for mediation unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that the mediator be:

- (i) an experienced mediator, arbitrator, or litigator of construction disputes; and
- (ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation that the party believes relevant. In addition, the parties shall exchange and provide to the mediator such additional memoranda, information, and/or documentation, as the mediator may request, and in the form and at such times as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in San Luis, Arizona unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction over the dispute.

#### **13.4 Arbitration**

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then-current Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") but not administrated or conducted by the AAA. The arbitration shall be held in Yuma County, Arizona, utilizing a single arbitrator selected by the parties unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction-related practice and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation, or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than the exchange of documents, designation of witnesses, and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims) and no more than three (3) depositions and one (1) expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or

service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final, and judgment may be entered upon the award in the Arizona Superior Court.

## **SECTION 14 - MISCELLANEOUS PROVISIONS**

**14.1 Assignment** Neither the Contractor nor the City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents. Any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

**14.2 Governing Law and Venue.** In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Yuma County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county, or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, including choice of law and conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Yuma County, Arizona. Both Parties consent to jurisdiction and venue in such court for such purposes. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

**14.3 San Luis Business License** The General Contractor and sub-contractors shall obtain a San Luis Business License before commencing Work.

**14.4 Survival** All warranties, representations, and indemnifications by Contractor shall survive the completion or termination of this Contract.

**14.5 No Waiver** The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is

applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

#### **14.6 Project Communications**

14.6.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.6.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative. However, e-mail communications are not binding upon the City. E-mail communications cannot change the terms of the Contract or the scope of work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

**14.7 Independent Contractor** The parties intend that this Contract will create an independent contractor relationship and not an employer-employee relationship. The City is interested only in the results to be achieved, and the conduct and control of the performance of the services contemplated under this Contract will be solely with the Contractor. Contractor's employees, agents, and Subcontractors shall not be considered to be employees or agents of the City for any purpose. They shall not be entitled to any of the benefits the City provides for its employees. The Contractor shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Contract.

**14.8 No Partnership** Nothing in this Contract constitutes a partnership, joint venture or similar arrangement between the Parties. Neither Party is the principal or agent of the other.

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

**14.10 Force Majeure** If the Contractor or the City or both are prevented or materially restricted from performing any of their obligations under this Contract 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. *Force majeure* events include but are not limited to natural disasters, 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, public health emergencies, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

**14.11 Notices** The notices under this Contract shall be validly given and fully received when in compliance with all of the following:

- (i) In writing,
- (ii) Delivered or refused delivery,
- (iii) By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return

receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this Contract.

14.11.2 Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) Days before the date on which the change is to become effective.

14.11.3 Notices for delivery to the City shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.

**14.12 Severability** If any terms, parts, or provisions of this Contract are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

**14.13 Entire Agreement** This Contract (including the incorporated documents) contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

**14.14 Headings** The headings of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

**14.15 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 Contract.



City of San Luis  
Procurement

1090 E Union Street, San Luis, AZ 85349

**EVALUATION TABULATION**  
**RFP No. 2026-RFP-00000002**  
**East San Luis Community Park-Parking Lot Roundabout Paving**

RESPONSE DEADLINE: March 9, 2026 at 11:00 am

Report Generated: Monday, March 9, 2026

**SELECTED VENDOR TOTALS**

Vendor	Total
DPE Construction	\$69,985.00
Gutierrez Canales Engineering	\$115,440.00

**TABLE 1**

Selected	Line Item	Description	Quantity	Unit of Measure	DPE Construction		Gutierrez Canales Engineering	
					Unit Cost	Total	Unit Cost	Total
X	1	Grading for Pavement	1460	SY	\$6.50	\$9,490.00	\$31.00	\$45,260.00
X	2	6" ABC Subbase	1460	SY	\$17.00	\$24,820.00	\$20.00	\$29,200.00
X	3	2.5" AC, 1/2" MAG AC Mix	1460	SY	\$22.00	\$32,120.00	\$25.00	\$36,500.00
X	4	Material Testing	1	LS	\$3,555.00	\$3,555.00	\$4,480.00	\$4,480.00
Total						\$69,985.00		\$115,440.00



# CITY OF SAN LUIS

## AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS East Community Park Parking Lot Roundabout Paving

This agreement ("Contract") is made on Wednesday, March 25, 2026, by and between:

<p>DPE Construction 1636 E 20th Street Yuma, AZ 85365</p> <p>C Corporation ("Contractor") and</p>	<p>City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349</p> <p>an Arizona municipal corporation ("City" or "City of San Luis")</p>
-----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), East Community Park Parking Lot Roundabout Paving, 2026-RFP-00000002, shall have the same meaning in this Contract unless otherwise specified in this Contract. Any term defined in the General Conditions and used in this Contract shall be interpreted as per the definition provided in the General Conditions.

**WHEREAS**, the Scope of Work requires the Contractor to furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the City of San Luis – East Community Park Parking Lot Roundabout Paving ("Project"), per the Contractor's bid of 03/09/2026 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

**WHEREAS**, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on 03/25/2026;

**NOW, THEREFORE**, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$69,985.00 to the Contractor and the Contractor constructing the Cesar Chavez Boulevard Water Improvements and other work incidental in the manner and at the time

provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

**ARTICLE 1 - PARTICIPANTS AND PROJECT**

<b>CITY:</b>	Jenny Torres, City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
<b>CITY PROJECT MANAGER:</b>	Oscar Barnett, Project Manager City of San Luis Telephone: (928) 341-8577 E-mail: obarnett@sanluisaz.gov
<b>CONTRACTOR:</b>	DPE Construction 1636 E 20th Street Yuma, AZ 85365 Telephone: (928) 783-7885 E-mail: estebanh@dpeyuma.com
<b>CONTRACTOR MANAGER:</b>	Esteban Hernandez DPE Construction Telephone: (928) 783-7885 E-mail: estebanh@dpeyuma.com
<b>PROJECT ENGINEER / DESIGNER:</b>	Tomas Sanchez, Engineer City of San Luis Telephone: (928) 341-8577 E-mail: <a href="mailto:tsanchez@sanluisaz.gov">tsanchez@sanluisaz.gov</a>
<b>PROJECT DESCRIPTION:</b>	City of San Luis, East Community Park Parking Lot Roundabout Paving
<b>PROJECT LOCATION:</b>	County 24th Street between 19th Avenue and 20th Avenue

**ARTICLE 2 - CONTRACT DOCUMENTS**

The Contract between the City and the Contractor shall consist of the following items, collectively the "Contract Documents:"

1. Change Orders, written and properly executed (if any), as defined in the General Conditions;
2. Performance bond and payment bond (required by A.R.S. § 41-2574, also known as contract bond and labor & materials bond), warranty bond, bid bond, and other bonds;

3. Project specifications;
4. Construction Documents, as defined in the General Conditions;
5. General Conditions;
6. Special Conditions provided in the RFP Pages SP-1 through SP-8 (which amend Part 100 of the 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications);
7. 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, MAG Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019;
8. Bid documents (including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal);
9. Certificates of Insurance;
10. Notice to Proceed, as defined in the General Conditions; and
11. Project Schedule, as defined in the General Conditions

By this reference, the above Contract Documents are incorporated into and made a part of this Contract to the same extent as if set forth in full here.

In the event of a conflict of language between the items listed above, they shall govern in the order listed. The Contract Documents shall govern in all other matters not otherwise specified by the Contract between the Parties. All previous contracts between the Contractor and City are not applicable to this Contract or other resultant contracts.

### **ARTICLE 3 - CONSTRUCTION SERVICES**

#### **4-1 General.**

4-1.01 The Contractor agrees, at its own cost and expense, to do all Work (as defined in the General Conditions) necessary and required to fully, timely, and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions, including but not limited to the following major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

4-1.03 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all laws, regulations, or legal requirements applicable to the City, the Project, and the Contract, including, without limitation, those set forth in the General Conditions.

4-1.04 The Contractor shall perform the Work under this Contract using only those firms, team members, and individuals designated by Contractor consistent with the Contractor's accepted bid, or otherwise, approved by the City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4-1.05 The Contractor shall comply with all terms and conditions as set forth within the General Conditions.

4-1.06 The terms of this Contract shall govern in the event of a conflict between it and the General Conditions including any exhibit to the Contract or appendix to the General Conditions.

4-1.07 For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or matter in whatever form created (e.g., electronic or printed) and in all media now known or in the future created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If, for any reason, any such Work is found not to be a Work Made for Hire, the Contractor, by entering into this Contract, transfers and assigns ownership of the copyright in such Work to the City. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of the City. The rights in this Section are exclusive to the City in perpetuity.

4-2 The Contractor's Pre-Contract and Pre-Work Deliverables. The Contractor shall provide the deliverables in accordance with Section 4.2 of the General Conditions.

4-3 Pre-Construction Conference. The Contractor shall attend the pre-construction conference in accordance with Section 4.3 of the General Conditions.

4-4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). The Contractor shall control and maintain the Project site in accordance with Section 4.4 of the General Conditions.

4-5 Control of the Project Site. The Contractor shall control and maintain the Project site in accordance with Section 4.5 of the General Conditions.

4-6 Project Safety. The Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4-7 Materials Quality, Substitutions, and Shop Drawings. The Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4-8 Project Record Documents. The Contractor shall maintain and make available the Project Record Document in accordance with Section 4.8 of the General Conditions.

4-9 Warranty and Correction of Defect Work. The Contractor shall provide warranties and correct defective Work in accordance with section 4.9 of the General Conditions.

#### **ARTICLE 4 - CITY'S RESPONSIBILITIES**

The City shall have the responsibilities and provide the information specified in, and subject to, the conditions set forth in Section 5 of the General Conditions.

#### **ARTICLE 5 - CONTRACT TIME**

##### 6-1 Contract Time.

The Contract Time shall start with the Notice to Proceed and end with Final Acceptance, as set forth in Section 6-4 below. The Notice to Proceed cannot be issued prior to the City's approval and acceptance of the Contractor's bid.

6-1.01 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6-1.02 Time is of the essence of this Contract, for the Project, and for each phase and designated milestone of the Contract.

6-1.03 Failure on the part of the Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for the City to terminate this Contract.

6-2 Project Schedule. The Project Schedule, as required by Section 6.2 of the General Conditions, shall be updated and maintained throughout the Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

##### 6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than thirty (30) days** (calendar days, as defined in Section 2.12 of the General Conditions) **after the date of Notice to Proceed**. Final Completion will be determined, and Final Acceptance will be issued pursuant to Sections 6.3 and 6.4 of the General Conditions.

##### 6-4 Liquidated Damages.

6-4.01 The Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within thirty (30) days, the City will sustain extensive damages and serious loss as a result of such failure. The Contractor agrees to pay the City liquidated damages for delay in the sum of **\$350.00** for each consecutive calendar Day after the thirty (30) days have expired and the Final Completion of Work is not achieved. The Parties agree that the stated liquidated damages are reasonable to compensate the City and not as punitive damages. (The sum of \$350.00 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 from any unpaid amounts then or thereafter due to the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

6-4.03 Nothing in this Contract shall be deemed to constitute a waiver of any other remedy available to the City in the event of the Contractor's default under this Contract prior to full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of the Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by the Contractor.

## **ARTICLE 6 - CONTRACT PRICE**

### **7-1 Contract Price.**

7-1.01 In exchange for the Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, the City will pay the Contractor the Contract Price (as defined by Section 2.6 of the General Terms), which is \$69,985.00.

7-1.02 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly, and timely perform and construct the Work.

## **ARTICLE 7 - PAYMENT**

Payments shall be made to the Contractor in accordance with Section 8 of the General Conditions.

## **ARTICLE 8 - CHANGES TO THE CONTRACT**

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

## **ARTICLE 9 - TERMINATION**

The Contract may be terminated in accordance with Section 10 of the General Conditions.

## **ARTICLE 10 - INSURANCE AND BONDS**

11-1 The Contractor shall provide Insurance as provided in the Insurance Requirements and in accordance with Section 11.1 of the General Conditions. The Contractor shall provide proof of such Insurance and all required endorsements in forms acceptable to the City prior to commencing any Work under this Contract.

11-2 The Contractor shall provide performance, payment, and warranty bonds to the City in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-222.

11-3 The Contractor's failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to the City will be a material breach and grounds for termination for cause under this Contract.

## **ARTICLE 11 - INDEMNIFICATION**

The Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

## **ARTICLE 12 - DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in section 13 of the General Conditions.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

14-1 The miscellaneous provisions set forth in section 14 of the General Conditions shall apply to this Contract.

14-2 The Contractor and any subcontractors or agents of the Contractor shall abide by the federal regulations prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation, and take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

## **ARTICLE 14 - COUNTERPARTS**

This Contract 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. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. Parties shall submit their original, wet ink signature of this document to the San Luis Clerks Office for recording purposes.

## **ARTICLE 15 - AUTHORITY**

Each Party represents and warrants to the other Party: (i) that such Party is duly organized and validly existing under the laws of the State of Arizona and has full corporate power and authority to enter into this Contract and to carry out the provisions of this Contract; (ii) such Party is duly authorized to execute and deliver this Contract and to perform its obligations under this Contract; (iii) the person executing this Contract on such Party's behalf has been duly authorized to do so by all requisite corporate action, and (iv) this Contract is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms.

The Parties have executed and made effective this Contract in Yuma County, Arizona, on the day and year set forth below, which is the day the last Party signed this Contract. The original Contract will be filed with the City of San Luis Clerk.

Attest:

City of San Luis, Arizona

\_\_\_\_\_  
**SIGNATURE**

Sonia Cornelio, City Clerk

\_\_\_\_\_  
**FULL NAME, TITLE**

\_\_\_\_\_  
**DATE SIGNED**

\_\_\_\_\_  
**SIGNATURE**

Nieves Riedel, Mayor

\_\_\_\_\_  
**FULL NAME, TITLE**

\_\_\_\_\_  
**DATE SIGNED**

Approved As to Form

\_\_\_\_\_  
**SIGNATURE**

Joseph Estes, City Attorney

\_\_\_\_\_  
**FULL NAME, TITLE**

\_\_\_\_\_  
**DATE SIGNED**

DPE Construction

\_\_\_\_\_  
**SIGNATURE**

Esteban Hernandez

\_\_\_\_\_  
**FULL NAME**

\_\_\_\_\_  
**DATE SIGNED**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. D.

**Meeting Date:** 03/25/2026

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Merrill Development, Inc., for the construction of the new metal building addition for the water treatment plant project. **(Angelica Cifuentes, Purchasing Coordinator)**

#### SUMMARY:

The Department of Public Works requests City Council approval to award a construction contract to Merrill Development, Inc., for the construction of a new approximately 2,000 square foot pre-engineered metal building (PEMB) in addition to the existing Water Department Operations Building at the Water Treatment Plant Site No. 7, including associated site improvements.

The project was publicly advertised and procured using the traditional design-bid-build delivery method utilizing the new procurement portal, OpenGov. Merrill Development, Inc., was determined to be the lowest responsive and responsible bidder, submitting a bid in the amount of \$421,764.00.

Public Works staff, in coordination with the Water Department and the project architect, reviewed all bids received and recommends awarding the contract to Merrill Development, Inc. This purchase falls under the bidding provisions of our City of San Luis Procurement Code 3.05.030, 3.05.040, and 3.05.050.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AWARD THE CONTRACT TO MERRILL DEVELOPMENT INC., FOR THE CONSTRUCTION OF THE NEW METAL BUILDING ADDITION FOR THE WATER TREATMENT PLANT PROJECT IN THE AMOUNT OF \$421,764.00, AS PRESENTED, AND AUTHORIZE THE BUDGET TRANSFER AS STATED IN THE FISCAL IMPACT OF THIS ITEM.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$421,764.00
<b>BUDGETED AMOUNT:</b>	\$380,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See fiscal impact statement

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

This is a budgeted project.

Account No. 300-302-90015

Budgeted Amount: \$380,000.00

Staff has used \$75,165.00 for the purchase of the pre-engineered metal building and architectural services. Therefore, there is a shortfall of \$116,929.00. The department will not be complete project #2026056, and is requesting approval of budget transfer from such project to project #2026052 in the amount of \$120,000.00 to cover the shortfall.

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**Attachments**

Request for Proposal Packet

Bid Evaluation

Contract

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**CITY OF SAN LUIS  
REQUEST FOR PROPOSAL (RFP)**

**CONTRACT DOCUMENTS  
FOR  
CITY OF SAN LUIS  
NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT  
2026-RFP-00000001**

**SEALED REQUEST FOR PROPOSAL DEADLINE**

**Wednesday, February 18, 2026, 3:00 pm**

**CITY OF SAN LUIS  
1090 EAST UNION STREET | P.O. BOX 7740 | SAN LUIS, AZ 85349**

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**CITY OF SAN LUIS**  
**undefined**

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7. ATTACHMENTS

Attachments:

- A - CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS
- B - 2024-39 COSL WATER DEV BLDG EXPANSION STRUCTURAL CALCULATIONS
- C - 2024-39 COSL WATER DEV BLDG EXPANSION ARCHITECTURAL
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- L - NMBA-WTP Pre-meeting Attendance Sheet

**ADVERTISEMENT FOR BIDS**

The City of San Luis is seeking proposals from qualified General Contractors for the construction of a new building expansion of the existing Water Development Building at 1311 4th Avenue San Luis AZ. The new building expansion is approx. 2,000 sqft with accompanying site development. The construction is a Pre-Engineered Metal Building (PEMB) provided by the Owner.

To be considered, Bids must be made in accordance with the Instructions to Bidders.

The project shall be complete and in place within 120 calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>.

A Non-Mandatory Pre-Bid Conference will be held at Project site located at 1311 N. 4th Avenue on Tuesday, February 3, 2026, at 11:00 am (M.S.T.) to discuss specifications and any questions Bidders may have.

All bids must be submitted through the Procurement Portal until 3:00 P.M. (M.S.T.) on February 18, 2026.

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw their bid for a period of thirty (30) days after the date set for the bid opening thereof:

City of San Luis, Arizona

**SCOPE OF WORK**

**TIMELINE**

Advertisement/Release Project Date:	January 25, 2026
Advertisement/Release Project Date:	February 1, 2026
Pre-Bid Meeting (Non-Mandatory):	February 3, 2026, 11:00am Project site located at 1311 N. 4th Avenue
Question Submission Deadline:	February 6, 2026, 5:00pm
Question Response Deadline:	February 13, 2026, 5:00pm
Bid Opening:	February 18, 2026, 3:00pm
Contractor Selection Date:	February 25, 2026
Council Meeting :	February 25, 2026

## **PROJECT NAME, LOCATION, AND OVERVIEW**

### **PROJECT NAME:**

The name of this project is **NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT**. All correspondence and documents are to reference “NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT”.

### **PROJECT LOCATION:**

The Project is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona, on 1311 N 4th Avenue

### **OVERVIEW:**

The **NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT** project is being undertaken by the City of San Luis, Arizona. This bid pertains to those activities described herein under the Scope of Work.

It is especially important that bidders are aware of the following:

- A. This solicitation is open to general contractors and subcontractors licensed to operate in the State of Arizona.
- B. Davis-Bacon wage rates **NO VALUE** apply.

## **NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT**

Scope of Work:

The project consist of the construction of a new building expansion of the existing Water Department Building. The new building expansion is approx. 2,000 sqft with accompanying site development. The construction is a Pre-Engineered Metal Building (PEMB) provided by the Owner.

See construction documents.

## **PROPOSAL KIT**

### **Proposal\***

Project Name: NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT

In compliance with the Advertisement for Bids:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required CONTRACT AND LABOR AND MATERIAL surety bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted

by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the Plans and Special Provisions;

Understands that this proposal for construction of this project shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid surety bond for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of Notice of Award, from the City of San Luis, Arizona, Bidder will execute the contract documents within 10 (Ten) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **120** from the date of Notice to Proceed.

Please confirm

\*Response required

**Bid Surety Bond\***

Please download the below documents, complete, and upload.

- [Bid Surety Bond.pdf](#)

\*Response required

**Non-Collusion Affidavit\***

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

\*Response required

**Bidders Participation Subcontractors and Suppliers List\***

Please download the below documents, complete, and upload.

- [Bidders Participation Subco...](#)

\*Response required

**Certificate of Insurance\***

Please upload your Certificate of Insurance.

\*Response required

**BID SCHEDULE**

**BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Bid: The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the above referenced project, as indicated on the Drawings and as specified herein, for the lump sum price. *Reference BID FORM in the attachment sections for additional information on the Bid Schedule.	1	Lump Sum		
2	5% Contingency of Base Bid	1	5% of Base Bid		
<b>TOTAL</b>					

### **CITY INSURANCE REQUIREMENTS**

The following are the minimum required under the Contract. Greater amounts may be required by law or regulation. Any insurance proceeds in excess of the limits and coverage required in this Contract and which is applicable to a given loss will be available to the City. These limits required by the Contract do not limit the Contractor's liability under the indemnification provisions of the Contract.

#### **Contractor's Obligation**

The Contractor shall secure and maintain, at the Contractor's expense, until the Final Completion of the Project, general liability and property insurance as shall protect the Contractor and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Any coverage maintained by the City shall not contribute to any claims arising from the Contractor's performance of this Contract. The Contractor shall file these certificates with City of San Luis within ten (10) days of execution of this Contract and prior to engaging in any operation or activities set forth in this AGREEMENT. The foregoing insurance policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured.

#### **General Liability Coverage**

Contractor shall have general liability coverage on a per occurrence, and in comprehensive form. General liability coverage shall include Products, Completed Operations, Products Liability, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury. General Liability coverage shall include and eliminate the exclusion for property under the care, custody, and control of the Contractor.

#### **Coverage Amounts**

Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

**Employer's Liability**

- A. Each Accident \$100,000
- B. Disease for Each Employee \$100,000
- C. Disease Policy Limit \$250,000

**Contractors General Liability**

- A. General Aggregate \$6,000,000
- B. Products-Completed Operations Aggregate \$2,000,000
- C. Each Occurrence (Bodily Injury and Property Damage) \$6,000,000
- D. Personal Injury and Advertising Injury \$2,000,000
  - 1. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.

**Automobile Liability**

- A. Bodily Injury:
  - 1. Each Person \$1,000,000
  - 2. Each Accident \$1,000,000
- B. Property Damage
  - 1. Each Accident \$1,000,000
- C. Combined Single Limit \$1,000,000

**Contractual Liability**

- A. Bodily Injury:
  - 1. Each Accident \$2,000,000
  - 2. Annual Aggregate \$2,000,000
- B. Property Damage:
  - 1. Each Accident \$2,000,000
  - 2. Annual Aggregate \$2,000,000
  - 3. Each Accident \$2,000,000

4. Annual Aggregate \$2,000,000

**Professional Liability Errors and Omissions \$1,000,000**

**Additional Provisions**

- A. Additional Insured: Contractor shall name the **City of San Luis, Arizona (an Arizona municipal corporation) and its elected officials, officers, agents, as “Additional Insureds”** on all insurance policies, except Worker’s Compensation and Errors and Omissions, and this shall be reflected on the Certificate(s) of Insurance, with corresponding endorsement relative to the additionally insured indemnification. Contractor shall name the City of San Luis as certificate holder.
- B. Cancellation Notice of Material Change of Coverage: The Contractor shall keep all policies in force for the duration of the Contract and any possible extension thereof. Contractors’ required insurance shall be endorsed to provide that the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of San Luis Public Workers Department.
- C. Certificate(s) of Insurance: Certificates of Insurance shall be Project-specific. Prior to commencing work under the Contract, Certificates of Insurance shall be submitted and approved by the City. Contractor is responsible for obtaining Certificates of Insurance, establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificates of Insurance shall be forwarded to the City Risk Manager for review and filing. Failure of the City to demand such Certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the Contractor’s obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.
- D. Rating of Insurance Companies: Any and all insurance companies supplying coverage to the Contractor shall be approved to write insurance in the State of Arizona and must possess no less than an “A” rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be solely responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City of San Luis. The City of San Luis, at its option, may require the Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, the Contractor agrees that it shall be solely responsible for such rental equipment. Such

responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons.

- G. Personal Property: In the event that materials or any other type of personal property are acquired for the Project or delivered to the Project site, the Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons. Contractor shall maintain “all risk” insurance on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss), which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City and its officials, officers, employees, and agents shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: City and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder’s Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the City’s opinion, operations by or on behalf of the Contractor create higher-than-normal hazards and to require the Contractor to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The City Manager, in consultation with the City Risk Manager and/or City Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the City.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **SECTION 1 - Bidders Participation Subcontractors and Suppliers List**

These General Conditions encompass provisions that apply and are incorporated into all construction contracts entered into by the City of San Luis unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Unit Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

### **SECTION 2 - GENERAL DEFINITIONS**

**2.1** The Definitions in the Invitation for Bid (IFB), the Request for Proposals (RFP), the Request for Qualifications (RFQ), and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

**2.2 Change Order** – A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion, or revision in the

scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. Only a Change Order allows the Contract Price or the Contract Time or both to be changed.

**2.3 City** – City of San Luis, Arizona, a municipal corporation, with whom the Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

**2.4 Contract** - The written agreement executed between the City and Contractor, including all of the Contract Documents.

**2.5 Contract Documents** - The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits and attachments to it, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, and any other documents so designated in the Contract.

**2.6 Contract Price** - The agreed-upon price to be paid to the Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

**2.7 Contract Time(s)** - The number of days or the dates related to the Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract and is based upon the Project Schedule agreed to by the City in writing.

**2.8 Contractor** - The person or corporation with whom the City has entered into a contract for construction-related work or services related to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with the City to provide pre-construction and/or construction services.

**2.9 Contractor Payment Request** - The form that is accepted by the City and used by the Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or City.

**2.10 Construction Documents** - The plans, specifications, and drawings prepared and issued by the Design Professional and approved by the City for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting, and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by the City prior to incorporation into the Contract.

**2.11 Critical Path** - The critical path is the sequence of Project network activities that add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of the City.

**2.12 Day** - Calendar day(s) unless otherwise specifically stated in the Contract Documents.

**2.13 Final Acceptance** - The written notice from the City to the Contractor that Final Completion has occurred.

**2.14 Final Completion** - The point when all items of the Work, including punch list items, have been completed to the City's satisfaction as reflected in the written Final Acceptance.

**2.15 Float** - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

**2.16 MAG Specifications** – The latest edition adopted by the City of the Uniform Standard Specifications for Public Works Construction published by Maricopa Association of Governments (“MAG”), or the latest revision published by MAG.

**2.17 MAG Standard Details** – The latest edition adopted by the City of the Uniform Standard Details for Public Works Construction published by Maricopa Association of Governments (“MAG”), or the latest revision published by MAG.

**2.18 Notice to Proceed (NTP)** - A written notice given by the City to the Contractor fixing the date on which the Contractor will start to perform the Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by the City.

**2.19 Project** – The Project specified in the Contract (including the Job Order).

**2.20 Project Manager** - The Project Manager designated in Article 1 of the Contract, or any successor Project Manager the City designates. The Project Manager has the authority to act on behalf of the City, as delineated and limited by the Contract Documents and applicable law. The City shall communicate with the Contractor through the Project Manager. However, the Project Manager has no authority to bind the City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

**2.21 Project Schedule** - The schedule for the completion of the Project agreed to and/or required by the City and incorporated into the Contract.

**2.22 Project Specific Provisions** - Additional conditions that apply to the specific Project and/or Scope of Work.

**2.23 Proposal** A Proposal submitted to the City by a Contractor in response to an Invitation for Bid (IFB), Request for Qualifications (RFQ), a Request for Proposals (RFP), or other solicitation or request by the City. Bids may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the City in the Bid Schedule.

**2.24 Requests for Information (RFIs)** - Formal written request from the Contractor to the City and/or Contractor for the Project seeking clarification or additional information needed for the Contractor to properly complete the Work and/or Services under the Contract. The City may require RFI's to be submitted on a specific form or in a specified format.

**2.25 Schedule of Values (SOV)** - The specified document prepared by the Contractor and approved and accepted by the City, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

**2.26 Scope of Work** The scope of work agreed to and/or required by the City and incorporated into the Contract as set forth in the IFB and/or an Exhibit to the Contract.

**2.27 Subconsultant** A person, firm, or corporation having a Contract with a Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

**2.28 Subcontractor** - An individual or firm having a direct contract with the Contractor or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

**2.29 Supplier.** Any person or entity providing materials or property for the Project.

**2.30 Total Float.** The number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

**2.31 Work** - The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of:

- a. performing or furnishing labor;
- b. furnishing and incorporating materials, resources, and equipment into the construction; and
- c. performing or furnishing services and documents as required by the Contract Documents for the construction phase.

### **SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS**

**3.1** The City operates under the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction.

**3.2** The City also operates under the 2009 City of Yuma Construction Standard Detail Drawings.

**3.3** The City also operates under the 2006 Yuma County Public Works Standards – Volume III – Storm Drainage Facilities.

**3.4** The above standard specifications and details may be viewed and downloaded at the City of San Luis website: <https://www.sanluisaz.gov/DocumentCenter/Index/268>. **3.5** The City may require particular sections of the revisions of the MAG Specifications and Standard Details after the 2015 revision that the City adopted.

**3.6** Current and Historical MAG Specifications and Standard Details may be viewed at the Maricopa Association of Governments website at <https://azmag.gov/Programs/Public-Works/Specifications-and-Details>.

**3.7** The MAG Specifications and Standard Details and the City's amendments to them are incorporated into the Contract.

### **SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES**

## **4.1 General**

4.1.1 The Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of the City, exercising the degree of professional care, skill, diligence, quality, and judgment that a professional Contractor engaged, experienced, and specializing in the construction of facilities of similar scope, function, size, quality, complexity, and detail in urban areas throughout the United States comparable to the City would exercise at such time, under similar conditions. The Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 The Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Pursuant to A.R.S. § 41-4401, the Contractor warrants to the City that the Contractor and all its Subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Contractor acknowledges that a breach of this warranty by the Contractor or any of its Subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee related to this statute and of the Contractor or any Subcontractor who works on this Contract to ensure compliance with this warranty. The City may conduct random verification of the Contractor's employment records and any of its Subcontractors' employment records to ensure compliance with this warranty. The City will not consider the Contractor or any of its Subcontractors in material breach of the foregoing warranty if the Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement the Contractor enters into with its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or Subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties, including termination of the Contract at the sole discretion of the City.

4.1.4 The Contractor further understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug-Free Workplace Act of 1989 to the Contract. The Contractor understands and acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. § § 12-2701 through 12-704 "Immigration and Nationality Law Practice Act" as amended.

## **4.2 Contractor's Pre-Contract and Pre-Work Deliverables**

4.2.1 Before beginning any Work under the Contract, the Contractor shall execute the Contract and deliver to the City the items listed in Section 4-2.2 below within seven (7) days after the award of the Contract, and the City must execute the Contract. Failure to do so will be a material breach of the Contract, entitling the City to terminate the Contract for Cause.

4.2.2 When the Contractor delivers the executed Contract to the City, the Contractor shall also deliver to the City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by the City) required under Section 11 - of these General Conditions, and as the Contract requires.

4.2.3 The Contractor shall obtain all necessary permits for the Work and pay all applicable fees unless otherwise noted on the plans and in the specifications. The Contractor is specifically notified of the need to obtain traffic control permits from the Arizona Department of Transportation (ADOT) and the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to the City prior to starting the permitted activity.

#### **4.3 Pre-Construction Conference**

4.3.1 Prior to the commencement of any Work, the City may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, the Contractor shall provide the Project Manager with a Schedule of Values reflecting the subcontracts and other categories that will be used to submit pay applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from the City. Once accepted by the City in writing, the Schedule of Values for the Project will not be changed without the City's prior written approval.

#### **4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers)**

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, the Contractor shall provide through itself or its Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 The Contractor's Superintendent shall be present at the Project site at all times that material Work under this Contract is taking place. The Contractor's Superintendent or designee shall be present at the Project site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Project site, who shall have the authority to take actions required to carry out that particular element of the Work properly.

4.4.3 Before ordering materials or doing work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements.

No extra charge or compensation will be allowed because of differences between the actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If the Contractor observes errors, discrepancies, or omissions in the Contract Documents, it shall promptly notify the Contractor and City and request clarification. The Contractor shall be liable to the City for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If the Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to the City, and if the Contractor proceeds with the Work affected by such observed errors, discrepancies, or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City.

4.4.6 The Contractor shall be responsible for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 The Contractor will not substitute or change any Subcontractor or Supplier without the City's prior written approval. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or supplier. If a Subcontract or Supplier selection plan has been approved by the City, the Contractor will follow that plan unless otherwise approved by the City in writing.

4.4.8 The Contractor shall not change or replace the Contractor's Project Manager or Superintendent on this Project without an explanation for the change being given to the City and receiving prior written approval of the change from the City, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than fifteen percent (15%) of the total Contract Price may be required to furnish performance and payment bonds to the Contractor if directed in writing by the City.

#### **4.5 Control of the Project Site**

Throughout all phases of construction, including suspension of Work, the Contractor shall keep the Project site reasonably free from debris, trash, and construction wastes to permit the Contractor to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas. Prior to the Final Acceptance of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

4.5.1 The Contractor shall take whatever steps, procedures, or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Yuma County dust control regulations.

4.5.2 The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a contract with Contractor, or claiming by, through, or under Contractor, for all damages, losses, costs, and expenses resulting from such acts or omissions.

#### **4.6 Project Safety**

4.6.1 The Contractor is responsible for the safety of the job site for the Contractor's employees as well as for members of the general public and others who may drive or walk through or be at the Project site.

4.6.2 The Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 The Contractor shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the Pre-Construction Conference, and the City will be advised in writing of any changes.

4.6.4 The Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between the City and the Contractor, the Contractor is responsible to the City for any and all the safety issues relating to the Work on the Project. The Contractor shall administer and manage the safety program. The safety program will include, but not necessarily be limited to, reviews of the safety programs of each Subcontractor. The Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 The Contractor shall maintain and have sole responsibility for safety on the job site.

#### **4.7 Materials Quality, Substitutions, and Shop Drawings**

4.7.1 All construction materials to be used or incorporated in the Project are subject to inspection, quality control and quality assurance testing, and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner to the City at no additional cost to the City. When quality control and quality assurance tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 A schedule of shop drawing submissions shall be submitted with the Project Schedule for City approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and

Details or the Technical Specifications. The schedule of shop drawing submissions shall include all of the items for which shop drawings are required by the Contract Documents, including the specifications.

4.7.3 Long Lead Time Items. The Contractor shall submit shop drawings, as required by the Project Engineer, on all long lead items to be furnished and installed as part of the Project within ten (10) days after execution of the Contract. In addition, the Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved shop drawings. For all long lead times for which shop drawings are not required, the Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, the Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

#### **4.8 Project Record Documents**

The Contractor shall ensure that any and all changes or modifications done as a result of field changes are accurately reflected in red-lined markings. At the completion of construction, all red lines and markings shall be compiled to aid in the creation of “as-built” plans.

#### **4.9 Warranty and Correction of Defect Work**

4.9.1 The Contractor warrants to the City that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules, and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Final Completion shall be the beginning of the Warranty period, regardless of early completion by some Subcontractors of their work.

4.9.3 Unless otherwise specified in the Contract Documents, the Contractor and Subcontractors shall provide to the City all of the following written warranties that apply to the Work in a form acceptable to the City.

- (i) General Warranty — Two (2) years
- (ii) Mechanical Contractor — Two (2) years
- (iii) Plumbing Contractor — Two (2) years
- (iv) Electrical Contractor — Two (2) years
- (v) Caulking — One (1) year
- (vi) Steel Joists, Certificate of Manufacturer
- (vii) Exterior Metal Wall System — Five (5) years
- (viii) Painting — One (1) year
- (ix) Termite — Five (5) years
- (x) Sheet Metal: Zinc coating thickness on hot-dipped galvanized Metals — One (1) year

4.9.4 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty, which provides the City with greater warranty rights than set forth in this Section or the Contract Documents. The Contractor will provide the City with all manufacturers' warranties prior to Final Acceptance.

4.9.5 A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute Acceptance of Work not in accordance with the Contract Documents.

4.9.6 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, the Contractor shall obtain and provide to the City all warranties for any portion of the Project offered by the manufacturer, installer, or provider thereof. The City and the user of the facility shall have the right to the full value and benefit of all such warranties. The Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section.

## **SECTION 5 - CITY'S RESPONSIBILITIES**

**5.1 City Project Manager** The Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist the Contractor to fulfill its obligations under the Contract Documents.

**5.2 Contract Services** The City may contract separately with one or more contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by the City, shall be furnished to the Contractor. The contractor shall not have the right to limit, restrict, or reject any Contract modifications that are mutually acceptable to the City and the Contractor.

## **SECTION 6 - CONTRACT TIME**

### **6.1 Contract Time**

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.3 below.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated milestone of the Project.

### **6.2 Project Schedule**

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work. However, such revisions shall not relieve the Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by the City.

6.2.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request.

6.2.4 The Contractor shall provide the City with a monthly status report with each Project Schedule detailing the progress of the Work, including:

6.2.5 Acceptance of a submitted schedule by the City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by the Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of the Contractor. The City's review shall not relieve the Contractor from compliance with the requirements of the Contract Documents or be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity, and identifying the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float time within the overall schedule is for the exclusive use of the City. However, the City may approve the Contractor's use of Float time as needed to meet contract milestones and the Project completion date.

6.2.7.2 The Contractor shall not be allowed to sequence, hide, or reallocate Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew or resource sequencing. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. In preparing the Project Schedule, The Contractor is required to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, excessive rainfall, and the impact on Critical Path activities is on the Contractor.

### **6.3 Final Completion and Final Acceptance**

6.3.1 Unless otherwise expressly agreed to in writing by the City, Final Completion must be obtained by no later than Three hundred sixty-five (365) calendar days after the date of Notice to Proceed. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.3.2 Upon receipt of written notice that the Work is ready for final inspection and Acceptance, the City and the Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued, and Final Completion shall not occur until all items of Work, including punch list items, have been completed to the City's satisfaction as reflected in the written Final Acceptance.

6.3.3 Final Payment under Section 8.2 below shall not be due, owing, or paid by the City until the Final Completion is obtained.

#### **6.4 Liquidated Damages**

6.4.1 The Contractor acknowledges and agrees that if the Contractor fails to obtain Final Completion of the Work within the Contract Time, the City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the City and the Contractor agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the applicable dollar sum amount in Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the Work.

6.4.2 The City may deduct liquidated damages described in this Section 6.4 from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

6.4.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to the City in the event of Contractor's default under this Contract prior to the full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

### **SECTION 7 - CONTRACT PRICE**

**7.1 Fixed Price Contracts** The Contract Price shall be the amount set forth in the Contract.

**7.2 City Sales Tax** The Contractor is required to pay Sales Taxes on any contracting activity done for the City, and this cost shall be included in all Contract Prices.

### **SECTION 8 - PAYMENT**

#### **8.1 Payment for Construction Services**

8.1.1 Monthly progress payments for certified work and material delivered to the Project site for the preceding month shall be paid on or before fourteen (14) business days after the estimate of the Work is certified and approved. The submittal estimate shall be deemed certified and approved for payment

after seven (7) days from the date of submission unless the City's Project Manager issues a written finding setting forth items not approved for payment.

8.1.2 The City shall retain ten percent (10%) of all progress payments as insurance of proper performance of the Contract or, at the option of the Contractor, a substitute security may be provided by the Contractor in an authorized form approved by the City. The Contractor is entitled to all interest from any such substitute security.

8.1.3 When the Contract is fifty percent (50%) completed, one-half of the amount retained or securities substituted shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Contract. There is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract shall be retained, providing the Contractor is making satisfactory progress on the Project. If at any time the City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

8.1.4 . Unless the City Project Manager delivers specific written findings of deficiencies and expected cost to cure, any retention shall be paid, or substitute security shall be returned to the Contractor within sixty (60) Days after Final Completion and Acceptance of Work under the Contract. The City may withhold an amount from the progress payment sufficient to pay the expenses the City's Project Manager reasonably expects to incur in correcting the deficiency set forth in the written finding.

8.1.5 The Contractor, and all Subcontractors, shall pay to Subcontractors or material Suppliers within seven (7) days of receipt of each progress payment unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or Subcontractor on account of the Work performed or materials delivered to the extent of each such Subcontractor's or material Supplier's interest therein. No agreement for construction may materially alter the rights of any Contractor, Subcontractor, or material Supplier to receive prompt and timely payment as provided under this Section. These monthly progress payments to Subcontractors or material Suppliers shall be passed on payments received pursuant to this Section. Any diversion by the Contractor or Subcontractor of payments received for Work performed or failure to reasonably account for the application or use of such payments constitutes grounds for disciplinary action by the Registrar of Contractors. The Subcontractor or material Supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this Section. The Subcontractor may notify the City's Project Manager in writing, requesting that the City notify the Subcontractor in writing within five (5) days from payment of each progress payment made to the Contractor. The Subcontractor's request remains in effect for the duration of the Subcontractor's work on the Project.

8.1.6 Nothing in this Section 8.1 prevents the Contractor at the time of application/certification to the City from withholding application or certification to the City for payment to the Subcontractor or material Supplier for unsatisfactory job progress, defective work, or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that claim will be filed, failure of a Subcontractor to make timely payment for labor, equipment and materials.

**8.2 Final Payment** Subject to all of the City’s rights to withhold or offset payment and other rights under the Contract, Final Payment, including remaining retainage, shall be paid only after:

- (i) The Work has been fully completed (including completion of all incorrect or incomplete work items), and the City has issued the written Final Acceptance;
- (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete “as-built” drawings (including the Building Information Model, if required by the Contract Documents), plans, and specifications have been delivered to City;
- (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City;
- (iv) all conditions and requirements imposed by the City or any financing entity for the corresponding disbursement have been met; and
- (v) the Contractor delivers to the City a Contractor Payment Request Form requesting Final Payment.

**8.3 The City’s Right to Withhold Payment** The City may withhold payment to such extent as may be necessary in the City’s opinion to protect the City from loss for which the Contractor is responsible, including, without limitation:

- (i) Defective Work not remedied;
- (ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless Contractor provides security acceptable to the City;
- (iii) Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
- (iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (v) Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
- (vi) Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (vii) Persistent failure to carry out the Work in accordance with the Contract Documents.

**8.4 Joint/Direct Checks** Payments to the Contractor may be made by checks payable jointly to the Contractor and its employees, agents, Subcontractors, and Suppliers, or any of them. When in the sole opinion of the City, it is advisable, payments may be made directly to the Contractor’s Subcontractors. Any amount so paid shall be deducted from the amounts owed to the Contractor under this Contract.

**8.5 Payment Not A Waiver** No payment (nor use or occupancy of the Project by the City) shall be deemed Acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of the City.

**8.6 Liens and Bond Claims** The Contractor shall make all payments, in the time required, of all labor and materials furnished to the Contractor in the course of the Work and shall promptly furnish evidence of such payments as the City may require. The Contractor shall pay when due all claims arising out of the performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract. The Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, the Contractor agrees to defend, indemnify, and hold harmless the City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed by Contractor. The obligations under this Section 8.4 survive termination of this Contract.

**8.7 Financial Record Keeping and City's Audit Right**

8.7.1 Records for all Contracts between the City and the Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 The City, its authorized representative, and/or the appropriate agency reserve the right to audit the Contractor's records in compliance with local, state, or federal policies, statutes, or at the City's discretion within three (3) years of Final Acceptance of the Work.

**SECTION 9 - CHANGES TO THE CONTRACT**

**9.1 Extra Work/Changes in the Work**

9.1.1 The City reserves the right to make such changes in the plans and specifications for the Work as it may deem appropriate. Any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated into this Contract.

9.1.2 The Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by the City, has been executed by the City prior to starting the additional work.

9.1.3 Any agreement that modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the San Luis City Council if necessary. Once properly executed by both Parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

**9.2 Accuracy of Change Order Pricing Information** Signature by the contracting Parties shall constitute full accord and satisfaction between the City and the Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact, or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, the Parties agreed to in writing.

## **SECTION 10 - TERMINATION**

### **10.1 Termination by the City for Cause**

10.1.1 If, for any reason, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of the termination. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the Contractor under this Contract, shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any Work satisfactorily completed under this Contract.

10.1.2 Notwithstanding Section 10.1.1, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**10.2 Termination by the City for Convenience** The City may also terminate the Contract at any time for its convenience upon seven (7) business days' written notice to the Contractor specifying the termination date. In the event of termination, which is not the fault, in whole or in part, of the Contractor, the City shall pay to the Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the City to the Contractor.

**10.3 A.R.S. § 38-511 and Other Statutory Requirements** This Contract is subject to and may be terminated by the City in accordance with the conflict provisions of A.R.S. § 38-511. The Contractor certifies, to the extent permitted by law, that it is not currently engaged in and agrees that for the duration of this Contract, it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35- 393. The Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract, it will not use the forced labor of the ethnic Uyghurs in the People's Republic of China, nor use any goods or services produced by them, nor use any Contractors, Subcontractors, or Suppliers that use them. If the Contractor becomes aware during the term of this Contract that the Contractor is not in compliance with this certification, it shall follow the notice procedures in A.R.S. § 35- 393.

**10.4 Non-Appropriation** The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

**10.5 Limited Liability** Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed or for any future or anticipated profits, recovery, damages, expenses, or losses.

## **SECTION 11 - BONDS**

### **11.1 Bonds and Other Performance Security**

11.5.1 Prior to the execution of the Contract, the Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.5.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.5.3 The bonds shall be made payable and be acceptable to the City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, et seq.

11.5.4 All bonds submitted for this Project shall be provided by a company that has been rated AM Best rating of B++6 or better for the prior four (4) quarters by the latest edition of the *Results Best's Key Rating Guide (Property/Casualty)* published by the A.M. Best Company.

11.5.5 Personal or individual bonds are not acceptable.

## **SECTION 12 - INDEMNIFICATION**

**12.1** To the fullest extent permitted by law, the Contractor, its successors, and assigns shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. The Contractors' duty to defend, indemnify, and hold harmless the City and its agents, representatives, officers, elected officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, expert fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

**12.2** The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials, employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall

include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

**12.3** The indemnified party shall have the right to approve the legal counsel selected by the Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

**12.4** The defense, indemnification, hold harmless provisions, and City's Liability Insurance set forth herein shall survive any termination of the Contract.

### **SECTION 13 - DISPUTE RESOLUTION**

**13.1 Informal Dispute Resolution** The Parties to the Contract agree that time is of the essence in relation to the performance of the Contract and completion of the Project. Therefore, any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager, as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

**13.2 Dispute Resolution Representative (DRR) Process** 1.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project that are not resolved in the ordinary course of the Project ("Claim or Claims") shall, as a prerequisite to any mediation or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through the service of a DRR Notice as set forth below:

(i) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail:

- (a) the basis for the claim;
- (b) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
- (c) the specific relief requested, the amount thereof, and how such was calculated;
- (d) the parties involved in the Claim and how they are involved;
- (e) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and
- (f) efforts made to date to resolve the Claim.

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested. (iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that

they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the parties to the claim shall then meet as soon as possible and, in any event, within twenty (20) calendar Days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager, the representatives of the Contractor, and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing. The resolution shall be signed by the Parties' designated Dispute Resolution Representatives. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

### **13.3 Mediation**

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar Days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar Days of the written demand for mediation unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that the mediator be:

- (i) an experienced mediator, arbitrator, or litigator of construction disputes; and
- (ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation that the party believes relevant. In addition, the parties shall exchange and provide to

the mediator such additional memoranda, information, and/or documentation, as the mediator may request, and in the form and at such times as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in San Luis, Arizona unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction over the dispute.

#### **13.4 Arbitration**

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then-current Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") but not administrated or conducted by the AAA. The arbitration shall be held in Yuma County, Arizona, utilizing a single arbitrator selected by the parties unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction-related practice and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation, or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than the exchange of documents, designation of witnesses, and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims) and no more than three (3) depositions and one (1) expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final, and judgment may be entered upon the award in the Arizona Superior Court.

## **SECTION 14 - MISCELLANEOUS PROVISIONS**

**14.1 Assignment** Neither the Contractor nor the City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents. Any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

**14.2 Governing Law and Venue.** In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Yuma County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county, or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, including choice of law and conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Yuma County, Arizona. Both Parties consent to jurisdiction and venue in such court for such purposes. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

**14.3 San Luis Business License** The General Contractor and sub-contractors shall obtain a San Luis Business License before commencing Work.

**14.4 Survival** All warranties, representations, and indemnifications by Contractor shall survive the completion or termination of this Contract.

**14.5 No Waiver** The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is

applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

#### **14.6 Project Communications**

14.6.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.6.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative. However, e-mail communications are not binding upon the City. E-mail communications cannot change the terms of the Contract or the scope of work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

**14.7 Independent Contractor** The parties intend that this Contract will create an independent contractor relationship and not an employer-employee relationship. The City is interested only in the results to be achieved, and the conduct and control of the performance of the services contemplated under this Contract will be solely with the Contractor. Contractor's employees, agents, and Subcontractors shall not be considered to be employees or agents of the City for any purpose. They shall not be entitled to any of the benefits the City provides for its employees. The Contractor shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Contract.

**14.8 No Partnership** Nothing in this Contract constitutes a partnership, joint venture or similar arrangement between the Parties. Neither Party is the principal or agent of the other.

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

**14.10 Force Majeure** If the Contractor or the City or both are prevented or materially restricted from performing any of their obligations under this Contract 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. *Force majeure* events include but are not limited to natural disasters, 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, public health emergencies, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

**14.11 Notices** The notices under this Contract shall be validly given and fully received when in compliance with all of the following:

- (i) In writing,
- (ii) Delivered or refused delivery,
- (iii) By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return

receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this Contract.

14.11.2 Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) Days before the date on which the change is to become effective.

14.11.3 Notices for delivery to the City shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.

**14.12 Severability** If any terms, parts, or provisions of this Contract are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

**14.13 Entire Agreement** This Contract (including the incorporated documents) contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

**14.14 Headings** The headings of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

**14.15 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 Contract.



## EVALUATION TABULATION

RFP No. 2026-RFP-00000001

### NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT

RESPONSE DEADLINE: February 18, 2026 at 3:00 pm

Report Generated: Thursday, March 5, 2026

#### SELECTED VENDOR TOTALS

Vendor	Total
Merrill Development, inc.	\$421,764.00
GCI CONSTRUCTION & INSPECTIONS, LLC	\$446,250.00
Yuma Valley Contractors Inc.	\$524,250.57

#### BID FORM

EVALUATION TABULATION  
RFP No. 2026-RFP-00000001  
NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT

Bid Form					GCI CONSTRUCTION & INSPECTIONS, LLC		Merrill Development, inc.		Yuma Valley Contractors Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid: The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the above referenced project, as indicated on the Drawings and as specified herein, for the lump sum price. *Reference BID FORM in the attachment sections for additional information on the Bid Schedule.	1	Lump Sum	\$425,000.00	\$425,000.00	\$401,680.00	\$401,680.00	\$499,286.26	\$499,286.26
X	2	5% Contingency of Base Bid	1	5% of Base Bid	\$21,250.00	\$21,250.00	\$20,084.00	\$20,084.00	\$24,964.31	\$24,964.31
Total						\$446,250.00		\$421,764.00		\$524,250.57

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	GCI CONSTRUCTION & INSPECTIONS, LLC	Merrill Development, inc.	Yuma Valley Contractors Inc.
Proposal	Pass	Pass	Pass

EVALUATION TABULATION  
RFP No. 2026-RFP-00000001  
NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT

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Question Title	GCI CONSTRUCTION & INSPECTIONS, LLC	Merrill Development, inc.	Yuma Valley Contractors Inc.
Bid Surety Bond	Pass	Pass	Pass
Non-Collusion Affidavit	Fail	Pass	Pass
Bidders Participation Subcontractors and Suppliers List	Pass	Pass	Pass
Certificate of Insurance	Pass	Pass	Pass



# CITY OF SAN LUIS

## AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT

This agreement ("Contract") is made on Wednesday, March 25, 2026, by and between:

Merrill Development, Inc. 3266 E 33rd Pl. Yuma, AZ 85365  Development ("Contractor") and	City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349  an Arizona municipal corporation ("City" or "City of San Luis")
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The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT, 2026-RFP-00000001, shall have the same meaning in this Contract unless otherwise specified in this Contract. Any term defined in the General Conditions and used in this Contract shall be interpreted as per the definition provided in the General Conditions.

**WHEREAS**, the Scope of Work requires the Contractor to furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the City of San Luis – NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT ("Project"), per the Contractor's bid of February 18, 2026 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

**WHEREAS**, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on 03/25/2026;

**NOW, THEREFORE**, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$421,764.00 to the Contractor and the Contractor constructing the Cesar

Chavez Boulevard Water Improvements and other work incidental in the manner and at the time provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

**ARTICLE 1 - PARTICIPANTS AND PROJECT**

<b>CITY:</b>	Jenny Torres, City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: <a href="mailto:jtorres@sanluisaz.gov">jtorres@sanluisaz.gov</a>
<b>CITY PROJECT MANAGER:</b>	Jorge Perez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: <a href="mailto:jperez@sanluisaz.gov">jperez@sanluisaz.gov</a>
<b>CONTRACTOR:</b>	Merrill Development, Inc. 3266 E 33rd Pl. Yuma, AZ 85365 Telephone: (928) 341-0185 E-mail: <a href="mailto:mikem@merrilldevelopment.com">mikem@merrilldevelopment.com</a>
<b>CONTRACTOR MANAGER:</b>	Michael Merrill Merrill Development, Inc. Telephone: (928) 341-0185 E-mail: <a href="mailto:mikem@merrilldevelopment.com">mikem@merrilldevelopment.com</a>
<b>PROJECT ENGINEER / DESIGNER:</b>	Christopher Thompson, AIA Thompson Design Architects Telephone: (928) 343-1694 E-mail: <a href="mailto:chris@thompsonarch.com">chris@thompsonarch.com</a>
<b>PROJECT DESCRIPTION:</b>	City of San Luis, NEW METAL BUILDING ADDITION - WATER TREATMENT PLANT
<b>PROJECT LOCATION:</b>	1311 N 4th Ave. San Luis, AZ 85349

**ARTICLE 2 - CONTRACT DOCUMENTS**

The Contract between the City and the Contractor shall consist of the following items, collectively the "Contract Documents:"

1. Change Orders, written and properly executed (if any), as defined in the General Conditions;
2. Performance bond and payment bond (required by A.R.S. § 41-2574, also known as contract bond and labor & materials bond), warranty bond, bid bond, and other bonds;

3. Project specifications;
4. Construction Documents, as defined in the General Conditions;
5. General Conditions;
6. Special Conditions provided in the RFP Pages SP-1 through SP-8 (which amend Part 100 of the 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications);
7. 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, MAG Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019;
8. Bid documents (including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal);
9. Certificates of Insurance;
10. Notice to Proceed, as defined in the General Conditions; and
11. Project Schedule, as defined in the General Conditions

By this reference, the above Contract Documents are incorporated into and made a part of this Contract to the same extent as if set forth in full here.

In the event of a conflict of language between the items listed above, they shall govern in the order listed. The Contract Documents shall govern in all other matters not otherwise specified by the Contract between the Parties. All previous contracts between the Contractor and City are not applicable to this Contract or other resultant contracts.

### **ARTICLE 3 - CONSTRUCTION SERVICES**

#### **4-1 General.**

4-1.01 The Contractor agrees, at its own cost and expense, to do all Work (as defined in the General Conditions) necessary and required to fully, timely, and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions, including but not limited to the following major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

4-1.03 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all laws, regulations, or legal requirements applicable to the City, the Project, and the Contract, including, without limitation, those set forth in the General Conditions.

4-1.04 The Contractor shall perform the Work under this Contract using only those firms, team members, and individuals designated by Contractor consistent with the Contractor's accepted bid, or otherwise, approved by the City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4-1.05 The Contractor shall comply with all terms and conditions as set forth within the General Conditions.

4-1.06 The terms of this Contract shall govern in the event of a conflict between it and the General Conditions including any exhibit to the Contract or appendix to the General Conditions.

4-1.07 For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or matter in whatever form created (e.g., electronic or printed) and in all media now known or in the future created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If, for any reason, any such Work is found not to be a Work Made for Hire, the Contractor, by entering into this Contract, transfers and assigns ownership of the copyright in such Work to the City. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of the City. The rights in this Section are exclusive to the City in perpetuity.

4-2 The Contractor's Pre-Contract and Pre-Work Deliverables. The Contractor shall provide the deliverables in accordance with Section 4.2 of the General Conditions.

4-3 Pre-Construction Conference. The Contractor shall attend the pre-construction conference in accordance with Section 4.3 of the General Conditions.

4-4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). The Contractor shall control and maintain the Project site in accordance with Section 4.4 of the General Conditions.

4-5 Control of the Project Site. The Contractor shall control and maintain the Project site in accordance with Section 4.5 of the General Conditions.

4-6 Project Safety. The Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4-7 Materials Quality, Substitutions, and Shop Drawings. The Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4-8 Project Record Documents. The Contractor shall maintain and make available the Project Record Document in accordance with Section 4.8 of the General Conditions.

4-9 Warranty and Correction of Defect Work. The Contractor shall provide warranties and correct defective Work in accordance with section 4.9 of the General Conditions.

#### **ARTICLE 4 - CITY'S RESPONSIBILITIES**

The City shall have the responsibilities and provide the information specified in, and subject to, the conditions set forth in Section 5 of the General Conditions.

#### **ARTICLE 5 - CONTRACT TIME**

##### **6-1 Contract Time.**

The Contract Time shall start with the Notice to Proceed and end with Final Acceptance, as set forth in Section 6-4 below. The Notice to Proceed cannot be issued prior to the City's approval and acceptance of the Contractor's bid.

6-1.01 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6-1.02 Time is of the essence of this Contract, for the Project, and for each phase and designated milestone of the Contract.

6-1.03 Failure on the part of the Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for the City to terminate this Contract.

6-2 Project Schedule. The Project Schedule, as required by Section 6.2 of the General Conditions, shall be updated and maintained throughout the Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

##### **6-3 Final Completion and Final Acceptance.**

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than one hundred and twenty (120) days** (calendar days, as defined in Section 2.12 of the General Conditions) **after the date of Notice to Proceed**. Final Completion will be determined, and Final Acceptance will be issued pursuant to Sections 6.3 and 6.4 of the General Conditions.

##### **6-4 Liquidated Damages.**

6-4.01 The Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within one hundred and twenty (120) days, the City will sustain extensive damages and serious loss as a result of such failure. The Contractor agrees to pay the City liquidated damages for delay in the sum of **\$490.00** for each consecutive calendar Day after the one hundred and twenty (120) days have expired and the Final Completion of Work is not achieved. The Parties agree that the stated liquidated damages are reasonable to compensate the City and not as punitive damages. (The sum of \$490.00 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 from any unpaid amounts then or thereafter due to the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

6-4.03 Nothing in this Contract shall be deemed to constitute a waiver of any other remedy available to the City in the event of the Contractor's default under this Contract prior to full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of the Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by the Contractor

## **ARTICLE 6 - CONTRACT PRICE**

### **7-1 Contract Price.**

7-1.01 In exchange for the Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, the City will pay the Contractor the Contract Price (as defined by Section 2.6 of the General Terms), which is \$421,764.00.

7-1.02 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly, and timely perform and construct the Work.

## **ARTICLE 7 - PAYMENT**

Payments shall be made to the Contractor in accordance with Section 8 of the General Conditions.

## **ARTICLE 8 - CHANGES TO THE CONTRACT**

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

## **ARTICLE 9 - TERMINATION**

The Contract may be terminated in accordance with Section 10 of the General Conditions.

## **ARTICLE 10 - INSURANCE AND BONDS**

11-1 The Contractor shall provide Insurance as provided in the Insurance Requirements and in accordance with Section 11.1 of the General Conditions. The Contractor shall provide proof of such Insurance and all required endorsements in forms acceptable to the City prior to commencing any Work under this Contract.

11-2 The Contractor shall provide performance, payment, and warranty bonds to the City in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-222.

11-3 The Contractor's failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to the City will be a material breach and grounds for termination for cause under this Contract.

## **ARTICLE 11 - INDEMNIFICATION**

The Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

## **ARTICLE 12 - DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in section 13 of the General Conditions.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

14-1 The miscellaneous provisions set forth in section 14 of the General Conditions shall apply to this Contract.

14-2 The Contractor and any subcontractors or agents of the Contractor shall abide by the federal regulations prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation, and take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

## **ARTICLE 14 - COUNTERPARTS**

This Contract 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. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. Parties shall submit their original, wet ink signature of this document to the San Luis Clerks Office for recording purposes.

## **ARTICLE 15 - AUTHORITY**

Each Party represents and warrants to the other Party: (i) that such Party is duly organized and validly existing under the laws of the State of Arizona and has full corporate power and authority to enter into this Contract and to carry out the provisions of this Contract; (ii) such Party is duly authorized to execute and deliver this Contract and to perform its obligations under this Contract; (iii) the person executing this Contract on such Party's behalf has been duly authorized to do so by all requisite corporate action, and (iv) this Contract is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms.

The Parties have executed and made effective this Contract in Yuma County, Arizona, on the day and year set forth below, which is the day the last Party signed this Contract. The original Contract will be filed with the City of San Luis Clerk.

Attest:

City of San Luis, Arizona

\_\_\_\_\_  
**SIGNATURE**

Sonia Cornelio, City Clerk

\_\_\_\_\_  
**FULL NAME, TITLE**

\_\_\_\_\_  
**DATE SIGNED**

\_\_\_\_\_  
**SIGNATURE**

Nieves Riedel, Mayor

\_\_\_\_\_  
**FULL NAME, TITLE**

\_\_\_\_\_  
**DATE SIGNED**

Approved As to Form

\_\_\_\_\_  
**SIGNATURE**

Joseph Estes, City Attorney

\_\_\_\_\_  
**FULL NAME, TITLE**

\_\_\_\_\_  
**DATE SIGNED**

Merrill Development, Inc.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**FULL NAME**

\_\_\_\_\_  
**DATE SIGNED**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. E.

**Meeting Date:** 03/25/2026

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

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

**Action Requested:** Motion  
Public Hearing

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#### ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Wild West Casino Night on May 1, 2026. **(Marcos Ramirez, San Luis FRONTERA Rotary Club)**

- A. Presentation by staff and/or applicant
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

#### SUMMARY:

The San Luis FRONTERA Rotary Club wishes to sell alcohol at the Wild West Casino Night on Friday, May 1, 2026, from 2:00 p.m. to 12:00 a.m. at Jardin de Eventos Okasiones.

#### RECOMMENDATION / SUGGESTED MOTION:

- A. STAFF AND/OR APPLICANT PRESENTATION
- B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING
- C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM
- D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING
- E. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE APPLICATION FOR THE SAN LUIS FRONTERA ROTARY CLUB, AS PRESENTED.

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#### Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

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**Attachments**

Application

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FEB 25 2026

CITY CLERK'S OFFICE



Arizona Department of Liquor Licenses and Control  
https://www.azliquor.gov  
(602) 542-5141

DLLC USE ONLY

Job #:
Date Accepted:
LC:
License #:

**SPECIAL EVENT LICENSE**  
**APPLICATION FEE \$25.00 PER DAY**

**MUST** be submitted to the Department of Liquor **10 days prior** to the event.

**SECTION 1**

Name of Non-Profit Organization, Candidate or Political Party: SAN LUIS FRONTERA ROTARY CLUB

If the event will be held on an unlicensed premises, it **MUST** be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

**LOCAL GOVERNING BODY**

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

I, \_\_\_\_\_  APPROVAL  DISAPPROVAL  
Government Official Title

On behalf of \_\_\_\_\_  
City, Town, County Signature Date

**SECTION 2**

Will the event be at a location with a current liquor license and within the approved and licensed area?

Yes  No

If yes, **MUST** attach a letter of explanation/permission from the licensed location and choose **ONE** option below.

Name of Licensed Location \_\_\_\_\_ Liquor License Number \_\_\_\_\_

- Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement.
- Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee.
- Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event.
- Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.)
- Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions** – Retailer will be permitted to conduct all normal sales and service of alcohol.

### SECTION 3

**Applicant MUST be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.**

1. Applicant: RAMIREZ MARCOS  
Last First Middle
2. Applicant's mailing address: PO BOX 13926 SAN LUIS ARIZONA 85349  
Street City State Zip
3. Applicants home/cell phone: 928-285-3532 Non-profit organization phone: \_\_\_\_\_
4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM
5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes (if yes, attach letter of explanation)  No
6. Name of non-profit organization: SAN LUIS FRONTERA ROTARY CLUB
7. Non-Profit/IRS Tax Exempt Number: 86-0734186 Arizona Corporation Commission File #: 23077310  
**Required Required**
8. If Out Of State, specify State (Attach letter of good standing): \_\_\_\_\_
9. Special Event Name: WILD WEST CASINO NIGHT
10. Event Location Name: JARDIN DE EVENTOS OKASIONES
11. Event Address: 780 N CESAR CHAVEZ STREET, SAN LUIS, ARIZONA 85349

### SECTION 4

**Must list type of security and control measures will you take to prevent violations of liquor laws at this event.**

1 Number of Police 2 Number of Security Personnel  Fencing  Barriers

**Must** explain security measures: SECURITY WILL BE AT ENTRANCES. FENCING WILL BE AT ENTIRE EVENT. THEY WILL BE CHECKING ID'S

1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?  
Check one of the following boxes. (R-19-318)

On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

2. How many special event days have already been issued to this organization during the current year? 1

Licensed location diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.

**Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and positions of security personnel.**



**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 5**

**Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.**

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	05/01/2026	FRIDAY	2:00 PM	12:00 AM
DAY 2	_____	_____	_____	_____
DAY 3	_____	_____	_____	_____
DAY 4	_____	_____	_____	_____
DAY 5	_____	_____	_____	_____
DAY 6	_____	_____	_____	_____
DAY 7	_____	_____	_____	_____
DAY 8	_____	_____	_____	_____
DAY 9	_____	_____	_____	_____
DAY 10	_____	_____	_____	_____

**SECTION 6**

3. Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?

Yes  No If yes, please provide the Name of the Special Event Contractor: \_\_\_\_\_

Special Event Contractor Signature: \_\_\_\_\_

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?  
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be a special event contractor)

Yes  No if yes, Name of Licensee: \_\_\_\_\_ Liquor License #: \_\_\_\_\_

1. List the name of the Organization/individual that will receive revenues:

**MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.**

2. Name: SAN LUIS FRONTERA ROTARY CLUB Percentage: 100%

Address: PO BOX 13926 SAN LUIS ARIZONA 85349  
Street City State Zip

Name: \_\_\_\_\_ Percentage: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

**Declaration:**

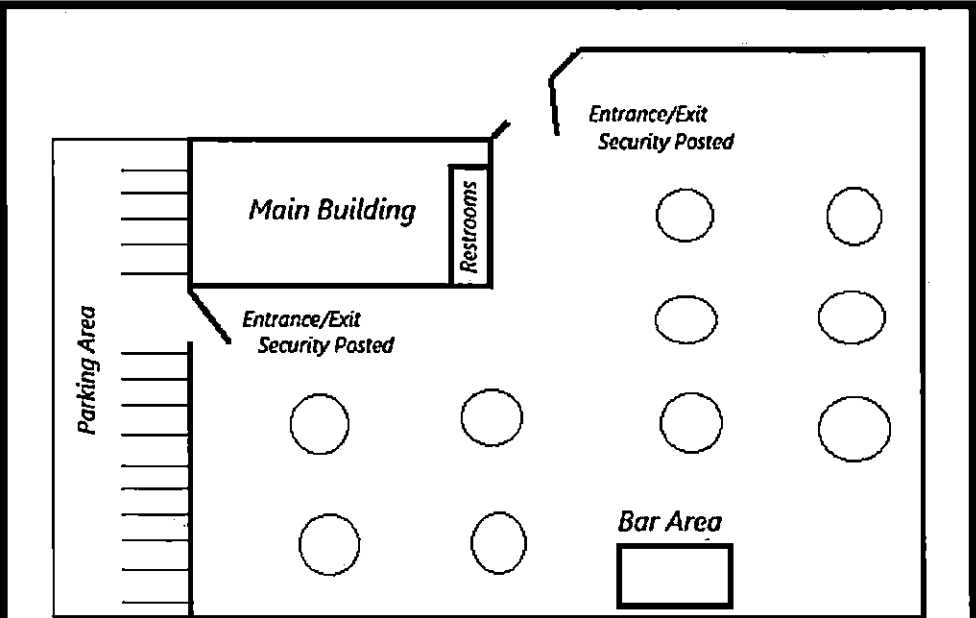
I, (Print Name) MARCOS RAMIREZ, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: 

D Street

Alley way

Cesar Chavez Street



Brick Wall surrounded



Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ \*

2024

Open to Public Inspection

A For the 2024 Calendar year, or tax year beginning 2024-07-01 and ending 2025-06-30

B Check if available

- Terminated for Business
- Gross receipts are normally \$50,000 or less

C Name of Organization: SAN LUIS FRONTERA ROTARY CLUB  
PO Box 13926, San Luis, AZ,  
US, 85349

D Employee Identification  
Number 86-0734186

E Website:

F Name of Principal Officer: Martha Huizar,  
16752 S Avenue 2 East,  
Yuma, AZ, US, 85365

**Privacy Act and Paperwork Reduction Act Notice:** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

**Note:** This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

## 2025 ANNUAL REPORT

### ENTITY INFORMATION

**ENTITY NAME:** SAN LUIS FRONTERA ROTARY CLUB, INC.  
**ENTITY ID:** 23077310  
**ENTITY TYPE:** Domestic Nonprofit Corporation  
**CHARACTER OF BUSINESS:** Any legal purpose  
**AUTHORIZED SHARES:**  
**ISSUED SHARES:**

### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** BENESCH, SHADLE & WHITE, PLC  
**PHYSICAL ADDRESS:** 833 E. PLAZA CIRCLE STE 100, YUMA, AZ 85365  
**MAILING ADDRESS:**

### KNOWN PLACE OF BUSINESS

412 HENRY CHAVEZ CT., SAN LUIS, AZ 85349

### PRINCIPAL OFFICE ADDRESS

### PRINCIPAL INFORMATION

Director: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office:  
06/30/2022

Incorporator: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA -  
- Date of Taking Office:

President: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office:  
06/30/2022

Secretary: Marcos Ramirez - 269 E. Aquila St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

Treasurer: Georgina Gonzalez - 1385 E. San Pedro St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office:  
07/01/2021

### SIGNATURE

Secretary: Marcos Ramirez - 04/02/2025





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. F.

**Meeting Date:** 03/25/2026

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

**Submitted By:** Xochitl Lopez, Administrative Coordinator, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding a budget transfer to cover Solid Waste vehicle maintenance and operation expenses for the remainder of Fiscal Year 2026. **(Manuel Hernandez, Assistant Director of Public Works)**

#### SUMMARY:

Public Works is requesting Mayor and Council approval for a \$150,000.00 budget transfer to the Solid Waste Fund to cover critical vehicle repairs and ensure uninterrupted Solid Waste collection through the end of Fiscal Year 2026.

The adopted FY2026 budget for Vehicle Maintenance (Account 70000) is \$165,000.00. As of February 2026, repair costs have already exceeded this amount, with four months left in the fiscal year. The Solid Waste Fund lacks internal capacity to absorb these overruns. To maintain operations, Public Works has temporarily reallocated funds from accounts such as Gas/Oil to cover repairs; these must now be replenished to ensure adequate funding through June 30, 2026. Accordingly, the \$150,000.00 will be split between Vehicle Maintenance and Gas/Oil accounts (70000 and 70005), not applied solely to repairs.

Public Works seeks to reallocate \$150,000.00 in unexpended balances from Capital Improvement Project #2025050 (West Wastewater Treatment Plant Expansion). Finance has allowed for interim budget overrides to avoid truck downtime pending Council approval of this agenda item.

To reduce excessive equipment repair costs, Public Works has proposed a fleet replacement plan to City Administration and Finance, including a lease-to-own agreement for a new side-loader truck starting in FY2027 (July 1, 2026–June 30, 2027) and an increased Vehicle Maintenance budget allocation. Both items are under review to maintain solid waste rate sustainability.

Public Works respectfully requests approval of the \$150,000.00 budget capacity transfer from CIP #2025050 (West Wastewater Treatment Plant Expansion) to the Solid Waste Fund (Accounts 70000 and 70005) to sustain collection operations through June 30, 2026.

#### Future Planning:

The Public Works Department's long-term plan is to maintain a fleet composed of vehicles between 1 and 10 years of age, with a maximum operational threshold of 15 years, consistent with industry standards and best practices for solid waste operations. A fleet replacement schedule has been presented to City Administration and the Finance Department and is currently under review.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AUTHORIZE A BUDGET TRANSFER OF \$150,000.00 FROM THE WEST WASTEWATER TREATMENT PLANT EXPANSION PROJECT, PROJECT #2025-050, TO THE SOLID WASTE FUND AS OUTLINED IN THE FISCAL IMPACT OF THIS AGENDA ITEM.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$150,000.00  
**BUDGETED AMOUNT:** 0  
**AVAILABLE AMOUNT TO TRANSFER:** \$ 16,004,960.00  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Wastewater Capital Outlay -  
CIP 310-311-90015/ \$  
16,004,960.00

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

Public Works is requesting to reallocate unexpended balances from Capital Improvement Project #2025050/ The West Wastewater Treatment Plant Expansion project in the amount of \$150,000.00. Currently, Finance has allowed interim budget overrides to prevent immediate downtime of our Solid Waste trucks pending Council approval of this item.

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**Attachments**

Budget Adjustment Form- SW Vehicle Maintenance 2 25 26

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**City of San Luis  
Budget Adjustment Form**

**Reason for Budget Adjustment:**

A budget transfer needed to cover urgent vehicle repairs for SW vehicles.

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Account Number	Account Name	Project ID (Only 89000-90XXX)	Amended Budget FY2026	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 2026
320-321-70000	Vehicle Maintenance		\$185,000.00	\$ 150,000.00	\$0.00	\$335,000.00
310-311-90015	Capital Outlay - CIP	2025050	\$16,154,960		\$ 150,000.00	\$ 16,004,960.00
<b>Total</b>				\$ 150,000.00	\$ 150,000.00	

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Finance Department \_\_\_\_\_ Date \_\_\_\_\_

City Manager \_\_\_\_\_ Date \_\_\_\_\_



Total			

Department Head

\_\_\_\_\_

Finance Department

\_\_\_\_\_

City Manager

\_\_\_\_\_



\$ 6,000.00	\$ (6,000.00)	

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. G.

**Meeting Date:** 03/25/2026

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

**Submitted By:** Manuel Hernandez, Assistant Director of Public Works, Public Works Department

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2394. A Resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for roadway and traffic signal maintenance. **(Manuel Hernandez, Assistant Director of Public Works)**

### SUMMARY:

Public Works is requesting Mayor and Council approval of an Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for roadway and traffic signal maintenance services. This Agreement establishes a five (5) year term with automatic renewal unless terminated in accordance with its provisions. Under the IGA, Yuma County will provide preventive maintenance services for City roadways and traffic signals. This includes repairs and maintenance of our City traffic signal equipment and pavement maintenance and treatments such as chip seals, slurry seals, asphalt rejuvenators, and cold mix asphalt paving. The Agreement includes annual cost caps not to exceed \$250,000.00 per fiscal year for roadway maintenance and \$100,000.00 per fiscal year for traffic signal maintenance.

This Agreement is important to the City as it promotes intergovernmental cooperation and allows the City to leverage Yuma County's specialized equipment, materials, and experienced personnel to perform maintenance activities in a cost-effective and efficient manner. By partnering with the County, the City avoids the need to purchase and maintain specialized equipment, reduces administrative overhead associated with separate procurements, and benefits from established service contracts. Public Works is seeking Mayor and Council approval to authorize execution of the Intergovernmental Agreement with Yuma County for roadway and traffic signal maintenance services and to direct the appropriate City officials to take all actions necessary to implement the Agreement.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NUMBER 2394.**

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	No
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	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):**

Funding for these services is included in the City's annual budget; therefore, approval of this Intergovernmental Agreement (IGA) does not create any additional fiscal impact beyond what has already been budgeted.

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**Attachments**

Resolution No. 2394

IGA-City of San Luis-Signed by BOS

C5 NOBA

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2394

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROADWAY AND TRAFFIC SIGNAL MAINTENANCE.**

**WHEREAS**, the City of San Luis, Arizona ("City"), and Yuma County, Arizona ("County"), are authorized pursuant to A.R.S. §§ 11-951 through 11-954 to enter into intergovernmental agreements for joint or cooperative action; and

**WHEREAS**, the City desires to obtain corrective and preventive maintenance services for City roadways and traffic signals, including but not limited to chip seals, slurry seals, sealants, asphalt rejuvenators, cold mix asphalt paving, and related roadway preservation treatments; and

**WHEREAS**, the County possesses the necessary equipment, personnel, and contractual resources to perform such roadway and traffic signal maintenance services in a cost effective and efficient manner; and

**WHEREAS**, the Intergovernmental Agreement provides for a term of five (5) years with automatic renewal unless terminated pursuant to its terms; and

**WHEREAS**, the Agreement establishes annual cost limits not to exceed \$250,000 per fiscal year for roadway maintenance and \$100,000 per fiscal year for traffic signal maintenance, subject to actual work performed and invoiced; and

**WHEREAS**, the Mayor and Council find that entering into this Intergovernmental Agreement serves the public interest by promoting interagency cooperation, preserving public infrastructure, and achieving cost efficiencies for the residents of the City of San Luis.

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

**Section 1:** The Intergovernmental Agreement between the City of San Luis and Yuma County for Roadway and Traffic Signal Maintenance, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

**Section 2:** The appropriate City Officials are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City and to take any actions reasonably necessary to carry out the intent and purpose of this Resolution.

**Section 3:** This Resolution shall become effective immediately upon its adoption.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ATTEST:**

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

\_\_\_\_\_  
Nieves Riedel, Mayor  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joseph Estes, City Attorney

## INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE

This Intergovernmental Agreement ("Agreement") is between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("City") and the County of Yuma, a political body of the State of Arizona ("County") pursuant to A.R.S. § 11-951 through § 11-954, as amended.

### RECITALS

WHEREAS, the County is empowered by A.R.S. §11-251 and § 11-951 et seq. to enter into this Agreement and the City is empowered by A.R.S. § 11-951 et seq., to enter into this Agreement; and

WHEREAS, the City desires to apply corrective or preventive maintenance to City rural roadways and to maintain its traffic signals; and

WHEREAS, the County has necessary equipment and personnel, and access to contracts for services, to provide corrective or preventive maintenance to roadways to include Chip Seals, Slurry Seals, Sealants and Rejuvenators to preserve roadways and extend surface life; and

WHEREAS, the County has an agreement for services in place for the maintenance of traffic signals in the County Highway System; and

WHEREAS, the County, is willing to utilize its equipment and manpower to perform chip seals, slurry seals, cold mix asphalt paving, apply sealants and asphalt rejuvenators for the City; and

WHEREAS, contracting with the County to perform roadway and traffic signal maintenance will result in a substantial cost savings to the City; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into this Agreement,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Section 1. Term. This Agreement is for a term of five (5) years and shall be automatically renewed every 5 years if neither party objects during the 90-day period prior to expiration.

Section 2. Agreement to Apply Roadway Maintenance. The County shall provide roadway and traffic signal maintenance at various locations within the jurisdiction of the City. The City will supply, at its sole cost and expense, all parts and materials and keep sufficient component inventory for maintenance and repairs of traffic signals.

Section 3. Project Administration. The County will administer the Agreement in accordance with state, city, and county statutes, ordinances, regulations, and requirements. The County will provide directions and approve all project requirements, process project documents as necessary, and administer all construction contracts. The County or the contractor performing the work shall have sole responsibility for the work completed and the quality of the workmanship of the project undertaken.

Section 4. Payment of Costs for the Roadway Maintenance. The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways and traffic signals. Costs may not exceed \$250,000 per fiscal year for roadway maintenance and may not exceed \$100,000 per fiscal year for traffic signal maintenance. The County shall invoice the City monthly for the City's share of the actual reasonable cost of the work performed for each task the City requests, during the previous calendar month. Upon completion of the

Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days and submitted to the City. The City shall pay County for the City's portion of the work within sixty (30) days of invoice by the County

Section 5. Ownership and Maintenance. Upon completion of the requested maintenance, the City shall be the owner of the roadways and shall provide for, at its own cost, proper maintenance.

Section 6. Authorization. This Agreement has been approved by actions taken by the governing bodies of the County and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (as "Indemnitee") from and against any and all claims, losses, liabilities, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), to the extent caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Section 8. Insurance. During the term of this Agreement the County shall maintain adequate commercial general liability insurance and worker's compensation insurance as provided by the Arizona Counties Insurance Pool, a risk retention pool established pursuant to A.R.S. Section 11-952.01, and the City shall maintain adequate commercial general liability insurance and worker's compensation insurance as provided by the Arizona Municipal Risk Retention Pool, a risk retention pool established pursuant to A.R.S. Section 11-952.01. If either party elects to terminate its insurance coverage under its respective risk retention pool, the party electing to terminate such coverage shall notify the other party sixty (60) days prior to such termination and provide evidence of replacement coverage reasonably acceptable to the nonterminating party. If the parties cannot agree upon replacement coverage either party may terminate this Agreement by giving the other party sixty (60) days of termination

Section 9. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 10. Recording. This Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

Section 11. Termination. This Agreement shall remain in full force and effect until expiration of its initial term or any renewal term or until terminated by either party. Either party may terminate this agreement by giving the other party no less than sixty days (60) written notice of its intent to terminate. If either party fails to appropriate funds for this Agreement, the Agreement shall terminate at the end of the period for which funds are appropriated.

Section 12. Compliance with Law. The parties must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 13. Attorney Fees and Costs. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

Section 14. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 15. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

Section 16. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

Section 17. Notices. All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

City of Clerk  
City of San Luis  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349

County of Yuma  
County Public Works Director  
4343 S. Ave 5 1/2 E  
Yuma, Arizona 85365

Section 18. Employment Eligibility. The parties warrant, and shall require its subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that Contractor or its subcontractors are complying with this warranty.

Section 19. 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 their primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer 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 notice required.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF SAN LUIS

By \_\_\_\_\_  
City Administrator

COUNTY OF YUMA

By Mart Porchas  
Martin Porchas, Chairman  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
City Clerk

Desiree  
Clerk of the Board

**INTERGOVERNMENTAL AGREEMENT**

**FOR ROAD MAINTENANCE**

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority and the laws of the State of Arizona to the City of San Luis.

\_\_\_\_\_  
San Luis City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the County Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

  
\_\_\_\_\_  
Minda M. Davy, Deputy County Attorney





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. H.

**Meeting Date:** 03/25/2026

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

**Submitted By:** Humberto Arcos, Grants Coordinator, Economic Development

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2395. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the submission of an application and committing local match funds for the Arizona Department of Transportation (ADOT) Transportation Alternatives Program (TAP) Grant for the East Main Canal Shared-Use Path Project (County 22nd Street to Urtuzuastegui Street). **(Armando Esparza, Director of Economic Development)**

### SUMMARY:

#### BACKGROUND

The Arizona Department of Transportation (ADOT) Transportation Alternatives Program (TAP) provides funding to Greater Arizona through a competitive grant program. The Transportation Alternatives Set-Aside from the Surface Transportation Block Grant (STBG) Program provides federal funding for a variety of smaller-scale transportation projects and activities such as pedestrian and bicycle facilities; construction of turnouts, overlooks, and viewing areas; community improvements such as historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; recreational trails; safe routes to school projects; and vulnerable road user safety assessments.

#### PROJECT SUMMARY

The City of San Luis is applying to the Arizona Department of Transportation's Transportation Alternatives (TA) Program for funding to complete corridor scoping for a multi-use trail along the East Main Canal. The proposed project will evaluate approximately five miles of potential shared-use path that would improve pedestrian and bicycle connectivity between key community destinations. This project directly supports the City's long-term vision for active transportation and community connectivity identified in the San Luis Parks, Paths and Trails Master Plan, which was formally approved and adopted by the San Luis City Council through Resolution No. 2333 on September 25, 2024.

The City is requesting \$500,000.00 in Transportation Alternatives Program funding to complete corridor scoping for this project. This request is based on estimated project scoping costs necessary to evaluate approximately five miles of trail corridor and is consistent with cost estimates and recent award amounts for similar planning and scoping projects in Yuma County. Consistent with Transportation Alternatives Program requirements, the City of San Luis will provide the required 5.7% local match, estimated at approximately \$28,500.00, while the remaining project costs will be funded through the federal TA Program.

The requested funding will support project scoping activities, including data collection and field

investigations, alternatives and design evaluation, environmental and impact assessments, and preparation of a final scoping report. Completion of these tasks will define the preferred alignment, identify potential environmental and right-of-way constraints, and develop a planning-level construction cost estimate. This work will position the City of San Luis to pursue future design and construction funding to implement the East Main Canal multi-use trail and expand the community's bicycle and pedestrian network.

The Economic Development Department seeks approval to submit an application to the Arizona Department of Transportation (ADOT) Transportation Alternatives Program (TAP) and commitment of the required matching funds of 5.7%. Approval of this item authorizes staff to complete and submit the TAP application and allocate the necessary match for the proposed project.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2395 AS PRESENTED.**

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**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY/STATE/FEDERAL
<b>TOTAL:</b>	SEE FISCAL IMPACT STATEMENT
<b>BUDGETED AMOUNT:</b>	SEE FISCAL IMPACT STATEMENT
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	SEE FISCAL IMPACT STATEMENT
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	SEE FISCAL IMPACT STATEMENT

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

If awarded, the City will receive up to \$500,000 from the ADOT Transportation Alternatives Program, with a required 5.7% local match of approximately \$28,500. The project was not included in the current budget due to grant submission timelines, and if awarded, the local match will be programmed in the FY 2027 budget.

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**Attachments**

Resolution No. 2395  
Transportation Alternatives Program Guidelines  
Resolution No. 2333

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# *Resolution*

**No. 2395**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TRANSPORTATION ALTERNATIVES PROGRAM AND COMMITTING LOCAL MATCH FUNDING FOR THE EAST MAIN CANAL SHARED-USE PATH PROJECT.**

**WHEREAS**, The Arizona Department of Transportation (ADOT) administers the Transportation Alternatives (TA) Program, which provides federal funding for projects that enhance multimodal transportation, including pedestrian and bicycle infrastructure; and

**WHEREAS**, the City of San Luis desires to submit an application for funding under the ADOT Transportation Alternatives Program for the following project: East Main Canal Shared-Use Path – County Avenue G to Urtuzuastegui St – San Luis; and

**WHEREAS**, The project is consistent with the City's adopted San Luis Parks, Paths, and Trails Master Plan and supports the City's goals for economic development, public health, and sustainable infrastructure; and

**WHEREAS**, the proposed project will improve connectivity and provide accessible transportation options for residents by developing a shared-use path connecting residential neighborhoods, schools, parks, and employment centers;

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

**SECTION 1:** The Mayor and City Council hereby authorize the submission of a grant application to the Arizona Department of Transportation Transportation Alternatives Program for the East Main Canal Shared-Use Path project.

**SECTION 2:** The City of San Luis commits to providing the required local match, estimated at a minimum of 5.7% of the total project cost.

**SECTION 3:** The City of San Luis agrees to comply with all applicable federal, state, and local requirements associated with the Transportation Alternatives Program and will ensure the project is delivered in accordance with ADOT guidelines.

**SECTION 4:** The Economic Development Department is hereby authorized to execute all necessary documents, agreements, and certifications required to submit the application and, if awarded, to implement the project.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of March, 2026.

**City of San Luis, Arizona**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Joe Estes, City Attorney

## Transportation Alternatives Program Guidelines



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## DEFINITIONS AND ACRONYMS

**ADOT Project Development Administration (PDA) Fees** – ADOT PDA fees are an eligible TA Program expense and do not constitute an added Project Sponsor cost above the federally required local match. The purpose of PDA fees is to cover ADOT administrative costs associated with implementing the project through such activities as project management, coordination, and environmental document review. **Be sure to include PDA fees in your project cost estimate.**

**Bipartisan Infrastructure Law (BIL)** – Current Surface Transportation Authorization Act, provides the basis for FHWA programs and activities through September 30, 2026. It is also referred to as the Infrastructure Investment and Jobs Act (IIJA) also referred to as BIL. Infrastructure Investment and Jobs Act is the official title of the Act, BIL is just the common shorthand name.

**Council of Governments (COG)** – A COG is a regional body with voluntary membership that provides a forum for regional transportation planning, collaboration, and decision making in regions comprising several counties with a total contiguously urbanized population of less than 50,000. COGs work with ADOT and other partners to facilitate cross-agency regional transportation discussions and develop transportation plans and programs for their regions as outlined in the IGA and the Work Program (WP). Arizona has four COGs. COGs are the primary communications channel between ADOT and the rural local governments.

Tribal Governments may coordinate their program interest with the COG Regional Planner or through ADOT-MPD's Tribal Planning and Coordination Managers.

Greater Arizona's COGs are listed below:

[Central Arizona Governments \(CAG\)](#)

[Northern Arizona Council of Governments \(NACOG\)](#)

[Southeastern Arizona Governments Organization \(SEAGO\)](#)

[Western Arizona Council of Governments \(WACOG\)](#)

Click for [MPO and COG Map](#) and [MPO and COG Contacts](#)

**Eligible Costs** – costs directly associated with the planning, scoping, design, and construction of the project, including necessary safety items. Other items unavoidably required for the primary purpose of the project, which is to improve the efficiency and safety of travel, may be considered part of the eligible costs. These items may include utility relocation, sidewalks, ADA ramps and safety features.

**Eligible Entities** – Eligible Entities may include local governments, Tribal Governments, regional transportation authorities, transit agencies, natural resource agencies, public land agencies, school districts, schools, local education agencies, and nonprofit organizations. However, if an applicant does not have the ability to enter into a contractual agreement with ADOT or does not have experience working on a federal-aid project, they must partner with an eligible public entity to serve as a Project Sponsor (see definition for Project Sponsor below), who will submit the application and work with ADOT to administer the project on their behalf.

**Federal Highway Administration (FHWA)** – A division of the US Department of Transportation specializing in highway transportation.

**Greater Arizona** – ADOT defines Greater Arizona as areas of the State that are outside of the Maricopa Association of Governments (MAG) and Pima Association of Governments (PAG) planning boundaries.

**Intergovernmental agreement (IGA)** – IGAs are legally binding documents between the state and government agencies that define the obligations of all parties involved in a project; they must be executed before federal funding authorization is obtained.

#### **Local Match**

Projects will be funded at 94.3 percent maximum federal share and 5.7 percent minimum local match, unless the project is located 100% on an "Indian reservation", per 23 USC 120(F) there is no match requirement.

**Metropolitan Planning Organization (MPO)** – An MPO is a governmental entity required in urban areas with a population of 50,000 persons or more. The MPO is charged with providing a comprehensive regional transportation planning process for the designated planning area.

MPOs work with ADOT and other partner agencies to develop federal- and state-required transportation plans and programs for their regions. An MPO ensures federal spending on transportation occurs through a Comprehensive, Continuous, and Cooperative (3-C) planning process. Greater Arizona's MPOs are listed below:

[Bullhead City Metropolitan Planning Organization \(BHCMPO\)](#)

[MetroPlan Greater Flagstaff \(MetroPlan\)](#)

[Lake Havasu Metropolitan Planning Organization \(LHMPO\)](#)

[Sun Corridor Metropolitan Planning Organization \(SCMPO\)](#)

[Sierra Vista Metropolitan Planning Organization \(SVMPO\)](#)

[Yavapai Plan Regional Planning Organization \(YPLAN\) \*formally known as CYMPO\*](#)

[Yuma Metropolitan Planning Organization \(YMPO\)](#)

Click for [MPO and COG Map](#) and [MPO and COG Contacts](#)

**Project Sponsor** – An Arizona Local Public Agency, MPO/COG, or tribe with which ADOT will enter an IGA for the TA Program project. A Project Sponsor is an entity (often a local public agency) that initiates a project, secures funding through regional councils or ADOT Programs, and assumes responsibility for the projects' development, including, but not limited to, federal compliance and the development of a preliminary scope, schedule, and budget.

**Recreational Trails Program (RTP)** – RTP is a FHWA program that funds the development and maintenance of recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses (e.g., hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles).

**Safe Routes to School (SRTS)** – SRTS programs aim to make it safer for students to walk and bike to school, and encourage active transportation where safety is not a barrier.

- Infrastructure: includes construction items such as sidewalks, crosswalks, etc.
- Non-infrastructure: includes projects that do not include construction activities, including studies, education programs, and SRTS coordinators.

**Scoping** - Scoping should define a project's purpose and need, budget, schedule, scale, and any anticipated issues and opportunities. Projects must be evaluated multiple times: during the planning process, during the programming process, and during the development/design phase. ADOT encourages LPAs to scope projects as thoroughly as possible and to evaluate cost estimates during planning before projects are included in TIPs to ensure adequate funding is obtained. Timely identification of the project purpose and need, along with logical termini, during preliminary scoping is critical to support project advancement. During programming, scoping focuses on defining the details of a specific project that will be proposed for inclusion in a TIP and the STIP.

The level of scoping during the programming phase should:

- Be commensurate with the complexity of the proposed project; Identify any fatal flaws;
- Define project cost and budget sufficiently to allow the project to be programmed;
- Be sufficient to support an analysis of the level of environmental investigations, right-of-way (ROW) clearances, utility/railroad coordination, and materials report clearances that will be required during the design phase.

The anticipated project costs must take into consideration the expected year of expenditure to account for anticipated inflation; otherwise, there may be insufficient federal funds to complete the project as initially planned. Finally, scoping during the development/design phase involves preparing a formal scoping document, such as a project assessment (PA) or design concept report (DCR). [LPA Manual, Chapter 7, Scoping](#), provides information on the various scoping tasks that occur throughout the LPA project life cycle.

**Surface Transportation Block Grant (STBG) Program** – a category of funding under the federal aid highway program. Provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals.

**Stakeholder(s)** - An individual or group that has an interest in any decision or activity of the TA Program.

**State Fiscal Year (SFY)** - ADOT operates on the State of Arizona's fiscal year, which begins on July 1 and ends on June 30 of the following year. This cycle governs ADOT's operating budget and capital improvement planning. Note: While federal transportation funds may follow the federal fiscal year (October 1 to September 30), ADOT's internal State budgeting aligns with the State, not the federal, schedule.

**Statewide Transportation Improvement Plan (STIP)** – A federal, fiscally constrained, required document that provides the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) a listing of all projects that are candidates for federal-aid or regionally significant projects that are using federal-aid.

**Transportation Improvement Program (TIP)** – A federal, fiscally constrained, required document (49 U.S.C. § 5303 (j)) for all MPOs, and statutorily required for COGs. The TIP, also known as a short-range plan, lists all transportation projects in an MPO's metropolitan planning area and COG region that seek federal transportation funding within at least a four-year horizon.

**Tribal Transportation Improvement Program (TTIP)** a federal, fiscally constrained, required document administered through the Bureau of Indian Affairs and approved by FHWA.

**Transportation Alternatives Program (TA Program)** - The Transportation Alternatives (TA) Set-Aside from the STBG Program provides funding for a variety of generally smaller-scale transportation projects.

**Tribal Government** - Tribal Governments are sovereign governments that operate apart from state or federal governments. The Tribal Governments are federally recognized by the U.S. government as a formal nation, and each relates to the U.S. as a separate and independent nation. **See Appendix A Tribal Government Guidance Summary** and [Map of Arizona Tribal Governments on TA website.](#)

## PURPOSE

These Guidelines were developed to assist Local Agencies and Tribal Governments (project sponsors) and stakeholders interested in applying for funding through the Arizona Department of Transportation (ADOT) Transportation Alternatives Program (TA Program).

The TA Guidelines describe the basis of eligibility and project selection, which will follow a performance-based approach to project programming. Each project will be rated by ADOT staff and ranked by the ADOT TA Technical Advisory Committee based on criteria and a prioritization method described within this document. Programming of selected projects will follow established ADOT policy and procedures.

## PROGRAM OVERVIEW

On December 4, 2015, the President signed the FAST Act into law (Pub. L. 114-94). The FAST Act amended the Surface Transportation Program (STP) contained in 23 U.S.C. 133 and changed the program name to the STBG. As part of the STBG program, a special set-aside was designated for the funding of the Transportation Alternatives Program.

Under the Bipartisan Infrastructure Law (BIL)'s STBG Program, the TA Set-Aside provides funding for projects that help States build a variety of generally smaller-scale alternative transportation projects that achieve safer, and connected on-and off-road networks for all users such as: pedestrian and bicycle facilities; construction of turnouts, overlooks, and viewing areas; community improvements such as historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; RTP projects; SRTS projects; and vulnerable road user safety assessments. [https://www.fhwa.dot.gov/environment/transportation\\_alternatives/](https://www.fhwa.dot.gov/environment/transportation_alternatives/)

## ELIGIBILITY

### Eligible Location

ADOT TA Program projects must be located outside of the Maricopa Association of Governments (MAG) and Pima Association of Governments (PAG) planning boundaries. See [Map of Arizona's MPO and COG Regions](#). For Tribal Governments with boundaries that fall both within and outside of the MAG and PAG planning boundaries, projects located within MAG or PAG boundaries are not eligible for ADOT TA Program funds, but projects outside of MAG or PAG boundaries are eligible. See [Map of Tribal Governments in Arizona with MPOs and COGs on TA website](#).

### Eligible Entities

Under the BIL (23 U.S.C. 133 (h) (4) (A)), entities eligible for the TA Program funding include:

- MPO or COG
- Local Public Agencies (including Towns, Cities, and Counties)
- Tribal Government
- Regional Transportation Authority
- Transit Agency
- Natural resources or public land agency with public entity sponsors (federal, state, local, or tribal)  
*(Note: Federal agencies are encouraged to administer their own projects)*
- School District, local education agency, or school  
*(Note: May partner with a public entity sponsor if they do not have experience administering federally- funded non-infrastructure projects. Design/Construction projects ADOT will administer the project and must partner with a public entity sponsor).*
- MPOs that serve an urbanized area with a population of 200,000 or fewer
- Nonprofit organizations may apply through a public entity sponsor (who will sponsor and apply for the project on behalf of the nonprofit organization).
- Any other local or regional government entity with responsibility for or oversight of transportation or RTP (other than a metropolitan planning organization that serves an urbanized area with a population of over 200,000 or a state agency) that the State determines to be eligible.
- State of Arizona (if requested by an eligible public entity and agreed to by ADOT).

### Project Sponsor

Definition of "Project Sponsor" eligible entities may include local governments, Tribal Governments, regional transportation authorities, transit agencies, natural resource agencies, public land agencies, school districts, schools, local education agencies, and nonprofit organizations. However, if an applicant does not have the ability to enter into a contractual agreement with ADOT or does not have experience working on a federal-aid project, they must partner with an eligible public entity sponsor, who will submit the application and work with ADOT to administer the project on behalf their behalf.

A Project Sponsor will submit the application, initiate a project, secures funding through regional councils or ADOT Programs, and assumes responsibility for the projects' development, including, but not limited to, development of a preliminary scope, schedule, and budget.

The Project Sponsor will arrange for payment of the required project match and will agree to assume financial responsibility for any project cost overruns.

### Eligible Types of Work Activities

- Archaeological activities relating to impacts from implementation of a transportation project
- Boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways
- Construction of turnouts, overlooks, and viewing areas
- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure-related projects and systems that will provide safe routes for non-drivers
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users
- Electric bicycle infrastructure
- Environmental mitigation for stormwater management (related to highway construction or runoff), wildlife mortality, or habitat connectivity
- Historic preservation and rehabilitation of historic transportation facilities
- Inventory, control, or removal of outdoor advertising
- Planning Studies
- RTP (including education, maintenance and restoration)
- SRTS projects
  - Infrastructure
  - Non-infrastructure (including educational programs and SRTS Coordinator)
- Safety Assessments for Vulnerable Road Users
- Shared micro-mobility systems (not operational costs)
- Transit projects
- Vegetation management

### Eligible Project Costs

- Eligible non-infrastructure activities (e.g., educational programming may include instruction, coordination and materials, *with a maximum of 18 months of expense for coordination and instruction*)
- Planning Study
- Scoping
- Design
- Construction
- Other items unavoidably required for the primary purpose of the project, which is to improve the efficiency and safety of travel, may be considered part of the eligible costs. These items may include utility relocation, sidewalks, ADA ramps and safety features.
- ADOT PDA fees

### Ineligible Project Costs

- Any costs incurred prior to federal funding authorization are ineligible for reimbursement.
- Labor Only (*except for educational programs*)
- Right-of-way acquisition
- Routine maintenance and operations or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (crash) or season (potholes, or for recurring maintenance (e.g., fence repair, culvert cleanouts, etc.)

- General recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas, pavilions, or other facilities that do not serve an eligible cost.
- Utility relocation which is not directly related to the TA project
- Promotional activities except as permitted under the Federal Code of Regulations for Safe Routes to School (2 CFR 200.4219e) (3)

## CALL FOR PROJECTS PROCESS

The “Call for Projects” (CFP) notice will be sent by the ADOT Multimodal Planning Division to stakeholders including MPOs, COGs, Tribal Governments, local governments and nonprofit organizations. It will also be announced on the [ADOT Transportation Alternatives Program website](#) along with applicable due dates and timelines each year. Call for Projects may include additional educational opportunities such as webinars or meeting presentations, as needed or requested.

A CFP will be sent out annually by the ADOT TA Program Manager and may include the following steps:

- Call for Projects Announcement & Webinar
- Submission of TA Application for ADOT review
- ADOT Review of TA Application and feedback to Project Sponsor for application revisions
- TA Application Final Submission Deadline
- TA TAC review and scoring of applications
- ADOT Staff sends a list of recommended projects to the State Transportation Board (STB)
- STB Approval
- ADOT Staff notifies Project Sponsors of award

All projects submitted for consideration under a CFP must adhere to the following requirements. These rules are intended to ensure federal eligibility, fiscal responsibility, timely obligation of funds, and deliverability of projects:

- All applications will be evaluated and scored based on criteria outlined in the CFP guidance memo.
- Eligible projects will be selected through a competitive process.
- Project Sponsors must initiate their projects no later than the project initiation deadline provided by the ADOT Local Public Agency (LPA) section, failure to do so may result in loss of funding. It is important that the project initiation commences early in the fiscal year to deliver the project as programmed.
- A project that has already been scoped through the TA program or another funding source, may apply for funding design and construction, once the scoping document has been completed.
- Applications for infrastructure improvements must include a request for construction funding. Design-only applications will not be accepted unless funding for construction from another source is already committed. That way, the program is not funding partial projects that may not get completed.
- ADOT cannot guarantee the availability of competitive federal funds. The allocation of funds awarded by the federal government is always subject to potential rescission. State funds cannot be used to make up shortfalls in the TA program.

## APPLICATION COORDINATION, SUPPORT AND SUBMISSIONS

The TA application includes guidance and instructions on how to complete the application, as well as a detailed cost estimate form specific to the TA Program. The application should show a fully funded project including all local funding amounts, a detailed description of the project with all questions answered and required documentation attached to the application submission.

Types of applications include:

- **Planning Studies:** A planning study for the TA Program is a structured, evidence-based assessment designed to identify, evaluate, and prioritize small-scale, non-traditional transportation projects, such as bicycle facilities, pedestrian infrastructure, and safe routes to school, before committing federal funds for design or construction. These studies ensure that projects align with community goals, enhance multimodal travel choices, and meet federal eligibility requirements. *(Note: Will require a detailed description of work with an itemized cost estimate)*
- **Non-Infrastructure Educational projects:** May include RTP and [SRTS](#) educational projects for youth from kindergarten through 12<sup>th</sup> grade that empowers communities to make walking and bicycling to school a safe and routine activity. *(Note: Will require a detailed description of work with an itemized cost estimate)*
- **Scoping:** If applying for scoping, the application must be for Scoping Only and these elements will be completed during the scoping process.

For Design/Construction, a well-defined scoping document must be completed with these minimum requirements.

### Description of Required Elements of a Completed Scoping Document

Before a project is ready to begin Design, scoping and preliminary engineering activities, must be completed to refine and further evaluate costs; schedule; relevant design standards; potential design and construction alternatives; likely construction constraints; and anticipated clearances, environmental requirements, or permitting needs. Typically, scoping is completed through the preparation of a Project Assessment (PA) or Design Concept Report (DCR) in which project-specific evaluations can be made. A fully developed scoping document will provide the Project Sponsor with a detailed account of the considerations used to generate potential project needs regarding public and private agency coordination, construction feasibility, and anticipated costs. The complexity of the project will be assessed to determine whether a PA or DCR will be required.

For Design/Construction, a well-defined scoping document must be completed with the minimum requirements as outlined below. A Scope of work document may include a PA or DCR. For non-infrastructure projects, this may be a scope of work letter or document that includes an itemized list of items being purchased and detailed description of work tasks being performed. A sample scoping document, Project Scoping Document Guidelines, and other resources are available on the ADOT Local Public Agency (LPA) Section website.

[\(Click here for link to ADOT LPA Section website\)](#)

**Project Description and Parameters:** Provides a clear definition of the design parameters (typical section and design requirements such as speed, slopes, horizontal and vertical criteria). Includes a clear definition of the alignment (basis for the horizontal/vertical alignment).

**Data Collection and Field Investigations:** Includes surveying with preliminary topographical and boundary surveys to understand the physical site; Traffic Counts & Growth Forecasting that collects data and models future demand; Existing Conditions Analysis that includes roadway geometry, pavement condition, and drainage; and Geotechnical Preliminary Needs assessment that reviews soil and foundation conditions.

**Alternatives & Design Evaluation:** If applicable: Conceptual layouts that develop "Express Design" concepts or preliminary line and grade plans; Analysis of Improvement Alternatives that Compares different geometric and operational strategies; and Safety Assessments that evaluate existing safety performance and predicting the impacts of proposed changes.

**Impact & Environmental Assessments:** Environmental investigations that provide early screening for impacts on the human and natural environment. Assessments include:

- **Environmental:** This includes preliminary NEPA-rated risks such as area of potential impact, likely environmental issues that need to be addressed with NEPA clearance during design.
- **Right-of-Way (ROW) Identification:** Although ROW acquisition is not an eligible TA cost, investigation must be completed during the scoping phase. All ROW must be resolved prior to applying for Design & Construction funding.
- **Utilities:** Investigation must be completed to determine if the project requires any utility relocations, prior rights, and the identification of utilities that may be impacted. Potential utility relocations and necessary property acquisition.
- **Hazardous Materials Assessment:** Includes heavy metals & asbestos, if applicable.
- **Community Impacts:** Identification of Stakeholders and Public Outreach needs.

**Deliverable Production:**

- **Scoping Report:** Drafting of the final document that summarizes the preferred alternative, design parameters, and initial budget. Typically, a Scoping Letter, PA, or DCR; Risk Register Development identifying, ranking, and quantifying potential threats and opportunities to the budget and schedule.
- **Total Project Cost Estimate** that includes inflation factor for the year of expenditure: Refinement of the capital cost estimate based on the finalize scope.

For more detailed information about the ADOT Scoping and Development processes or if you are new to the federal-aid process for local projects, please review the [ADOT Local Public Agencies \(LPA\) Projects Manual](#).

- **Design and Construction:** Applications for Design and Construction phases will require a completed scoping document prior to applying for Design/Construction, that includes a detailed description that includes scope of work, justification, schedule, and detailed itemized cost estimates for both design costs and construction.
  - Cost Estimate should include inflation-adjusted of 9.3% for design and 12.32% for construction to the year of expenditure
  - Sponsors should submit a proposed/estimated year of expenditure.

- Design and construction should not be programmed in consecutive years.
- **Construction:** If the application is for the Construction phase only, applications shall include final design plans that are at or beyond 95% (Stage IV) and include an itemized construction cost estimate. For locally funded design projects ADOT will perform a compliance review to ensure federal compliance and will charge a PDA fee for compliance review.

### **Project Sponsor Coordination with MPO/COG or Tribal Government**

Project Sponsors will need to coordinate with their respective MPOs and COGs to review potential projects for TA Program submittal. MPOs and COGs are knowledgeable of ADOT's application requirements and evaluation criteria and can assist in determining if a project is qualified and sufficiently developed to be submitted for the competitive process. If a project is not yet ready for submission, the MPO or COG can provide advice on action steps to further develop the project so that it may be more competitive during a future TA Program cycle.

### **MPO/COG Letter of Support, or Tribal Self-Certifying Letter**

The Project Sponsor must include a letter of support from the MPO or COG corresponding to the project area, unless the project sponsor is a MPO or COG. If the Project Sponsor is an MPO or COG, a letter of support from the route or facility owner is required.

Tribal Governments are encouraged to coordinate with the applicable MPO/COGs, but the required letter of support will come from the route or facility owner. If the Tribal Government sponsored project is on a tribal route or facility, the Tribal Government Project Sponsor can submit a self-certifying letter that the project has no external jurisdictional coordination impacts.

### **Local Match**

Projects will be funded at 94.3 percent maximum federal share and 5.7 percent minimum local match, and a letter of commitment for the local match is required from the sponsoring agency or organization providing the local match.

If the project is located 100% on tribal lands, there is no local match requirement, as per 23 USC 120(F).

### **ADOT PDA Fees**

ADOT PDA fees cover the administrative costs associated with implementing the project such as project management, coordination, and environmental document review. Currently, the presumptive typical amount ranges between \$30,000 for Design, \$10,000 for Scoping, and \$3,000 for non-infrastructure educational programs, but it can be more or less depending on the scale of the project. An appropriate PDA fee will be determined by the assigned ADOT Project Manager. PDA fees are eligible expenses and should be included in the funding request.

### **Self-Administration (SA)**

Project Sponsors may request ADOT's approval to self-administer their non-infrastructure projects such as SRTS or RTP education projects under certain circumstances. By administering the project, the Project Sponsor manages the procurement/solicitation of architectural and engineering (A&E) services, or SRTS program coordination and educational services using ADOT-approved processes.

SA approval is on a project-by-project basis. For questions regarding self-administration contact the [ADOT LPA Section](#).

MPOs/COGs can administer a planning study if it is part of an approved MPO/COG work program (i.e. SRTS planning study).

**Required TA Application Supporting Documentation:**

- Detailed Scoping Document (not required if submitting for Scoping Only)
- Project Vicinity/Project Location Map  
(with project limits including beginning and ending termini shown)
- FHWA Functional Classification Map
- Letter(s) of Commitment for Local Match
- COG/MPO Support Letters, or Tribal Government Support Letter
- Community Support Letters
- Regional Jurisdictional or Regional Plans

## PROJECT SELECTION

The Project Sponsor will submit their application and supporting documentation to the TA Program email at [TAProgram@azdot.gov](mailto:TAProgram@azdot.gov).

ADOT staff will review the application to ensure that the project meets minimum federal eligibility requirements and application completeness. If additional information or corrections are needed, ADOT staff will work with project sponsors to obtain the necessary information needed to complete the application.

The TA Program Technical Advisory Committee (TAC), which is composed of representatives from across Greater Arizona, reviews the projects. The TAC provides scoring input that helps generate a prioritized project list. *A list of members of the current TAC is posted on the [TA Program website](#).*

ADOT staff will review the TAC's rankings and prioritization, available funding, determine programming and will send the recommended projects to the STB for approval. Upon approval, ADOT staff will send award letters to project sponsors.

### APPLICATION SCORING CRITERIA, PERCENTAGES AND METHODS

Applications will be scored based on the three following criteria:

1. **Technical Quality of Project and Project Readiness (maximum 55 points)**

**ADOT will provide a recommended score.**

The points will be based on the following information required from the TA application:

- **Project Work Description:** Overall technical evaluation of all documentation received.
- **Cost Estimate:** Cost Estimate is feasible and Local Match letter of Commitment is included (*not applicable for projects 100% on tribal land*)
- **Project Readiness:** What phase is the project currently in, i.e. conceptual, planning, design, or construction? What preliminary investigation has been done? What is the project timeline, including when it is anticipated to start, end, etc.?

- **Other:** Are there any additional documents or data provided or unique situations such as partnership with nonprofit organizations or other stakeholders.
2. **Plan Alignment (20%, maximum 20 points)**  
 The points will be based on the following information required from the TA application:
- **Plan(s) attached or links to plans:** Is the project included in an adopted jurisdictional or regional plan? If yes, is the link or plan attached to the application?
  - **Application and documentation clearly show alignment with existing plan:** Documentation describe how well the project aligns with existing state, community, and/or tribal government plans?
3. **Regional Support & Community Impact (25%, maximum 25 points)**  
 The points will be based on the following information required from the TA application:
- **Purpose & Need:** What impact does the project have on the region? Does the project address System Linkage, Level of Service, Transportation Demand, Legislation, Social Demands or Economic Development, Modal Interrelationships, Safety, Infrastructure Deficiencies?
  - **Regional Support: How much public support exists?** Has public outreach been done? What were the outcomes of those efforts? Were support letters included from the MPO/COG, Tribal Government, or other regional and members of the Community.

## PROJECT PROGRAMMING

TA program funding is part of the [ADOT Five-Year Transportation Facilities Construction Program](#) and will follow the federal-aid process. All awarded projects must be obligated by the end of the SFY for each project phase programmed. Application must include a fiscally constrained program year for each phase of the project.

Selected projects require approval by the STB. Upon award by the Board, an eligibility letter will be sent to the Project Sponsor, MPO/COG, and ADOT Technical Groups letting them know that the project has been selected for funding. The Project Sponsor will need to work with their MPO/COG to have the project programmed into a fiscally constrained program year in the TIP.

Once the TIP has been amended and submitted through ADOT and FHWA for approval, the Project Sponsor will need to work with the ADOT LPA Section to initiate the project within 30 days of being programmed in the TIP to begin the ADOT Development Process.

## PROJECT DEVELOPMENT PROCESS

Once a project has been submitted and selected for TA funding, the Project Sponsor will need to work with their MPO/COG to have the project programmed into a fiscally constrained program year in the TIP. Once the TIP has been amended and submitted through ADOT and FHWA for approval, the Project Sponsor will need to work with the ADOT LPA Section to initiate the project within 30 days of being programmed in the TIP to begin the ADOT Development Process for federal-aid programs as outlined in

the ADOT LPA Manual.

As federally funded projects, all projects will follow the federal-aid process that includes various federal requirements (e.g., NEPA) as well as deadlines established by the ADOT LPA Section, including dates to initiate IGAs prior to the funds being obligated, etc. Therefore, applicants should carefully review information on the [ADOT LPA Section Website](#), including the LPA Projects Manual, prior to submitting an application. Additionally, sponsors of awarded projects should contact the ADOT LPA section to inquire about deadlines once notification of project award has been received from ADOT.

**Throughout the Project Delivery Process for a Design/Construction project, Project Sponsors will need to have the following items completed:**

**Scoping Document:** A scoping document that includes scope of work, justification, schedule, and detailed cost estimates for Design and Construction phases are required as part of the documentation needed for the project review and selection process. Guidance on preparing appropriate scoping documents for ADOT administered projects can be found on [ADOT Roadway Engineering Webpage](#).

**Project Initiation:** Project Sponsor will prepare and submit a Project Initiation request to the ADOT LPA Section to request an ADOT Project and Federal ID numbers. Project Initiation request forms and supporting documentation forms can be found on the [ADOT LPA Section's Project Initiation webpage](#).

**Intergovernmental Agreement (IGA):** Execute an IGA. ADOT will prepare an IGA that outlines the funding for the project based on the final cost estimate.

**ADOT PDA Fee:** All Project Sponsors will have an executed IGA with ADOT that outlines procedures for ADOT to recover the design review and bid package preparation costs by ADOT to administer the development and advertisement for bid of local construction projects.

**Environmental Analysis:** Environmental Determination will be made by ADOT regarding the type of Environmental Analysis required for the project. All federal-aid projects require environmental analysis and an environmental clearance certification.

**Design Memorandum:** A Design Memorandum letter will be prepared and submitted by the Project Sponsor to the ADOT Project Manager after Environmental Clearance has been given for the project. After the Design Memorandum has been signed, final design work on the project can begin.

**Stage Submittals:** Submit 30%, 60%, and 95%, Plans, Specifications, and Estimate (PS&Es): If the Project Sponsor is designing the project, requirements for the 30%, 60%, and 95% projects submittals are described in ADOT's Project Development Process.

**Right of Way (ROW) Clearance:** The Project Sponsor will provide the ADOT ROW Group with a Real Property Interest Certification upon completion for environmental clearance and completion of 95% plan submittal. All federal-aid projects regardless of new rights of way or not require ROW clearance.

**Final Plans Package:** Special Provisions shall be prepared in accordance with ADOT format and be submitted electronically. The ADOT Contracts and Specifications Section will prepare a PS&E package. Environmental Clearance, Right of Way Clearance and Utility Clearance letters should be submitted as part

of the final plan package to ensure that the approval process will not delay bid advertising.

**Construction Matching Funds:** The matching funds required for a local government project will be the amount shown on the project estimate recapitulation sheet provided by Contracts and Specifications Section in the project PS&E bid package plus a surcharge amount (for change order use).

**Project Bid Advertisement and Award:** Projects will be advertised for bid when Environmental Clearance, Right of Way and Utility Clearances are approved, PS&E package is approved, and matching funds have been provided. The project is advertised, bid open, bids reviewed and certified and the project awarded by the Board. This process requires a minimum of two (2) months.

**Project Construction, Post Design Services:** A Project Sponsor who has hired a consultant engineering firm to prepare plans, specifications, and estimate for their federal-aid highway construction project must retain the firm for post design work that may be required during the construction phase of the project.

**Construction Administration Change Orders:** During the administration of the construction project, change orders may be required due to unforeseen circumstances or changes in field conditions that require a change order to be processed and move the project forward. In the event contingency funding is exhausted to complete the project, a Project Sponsor may submit a request to fund the increase in construction costs through the LPA Section from the eligible programs to supplement the increased costs. The Department will determine if program funds can be used in these instances and the Intergovernmental Agreement will require an amendment if deemed eligible.

**Final Project Cost Accounting:** At the conclusion of the construction phase of the project, a final accounting of project costs will be made. The Project Sponsor will be informed by the letter from ADOT Accounts Receivable Section of the final construction costs for the project.

## APPENDIX A - TRIBAL GUIDANCE SUMMARY

ADOT recognizes the status of Tribal Governments as sovereign governments that operate apart from state or federal governments. Therefore, there are several areas where TA Program guidance differs between Tribal Governments and all other eligible entities. While the Guidelines note these differences, this appendix provides a summary of Tribal Government TA Program considerations in one place.

### Tribal Governments that Extend Beyond the MAG or PAG regions

For Tribal Governments that exist both within the MAG or PAG region and within the Greater Arizona region, whether to apply to the MAG, PAG or ADOT’s Greater Arizona TA Program is based on the project location:

- Any eligible project located within MAG or PAG is eligible for TA Program funding through MAG or PAG's TA Program.
- Whereas any eligible project located outside of the MAG or PAG regions is eligible through ADOT's TA Program.
- Otherwise, ADOT will coordinate with the parties involved to determine the best course of action on a case-by-case basis. For example, if a portion of a project in Greater Arizona crosses into the MAG or PAG region.

Currently, this only applies to Tohono O’odham Nation which overlaps with the MAG, PAG, and Greater Arizona regions. The table below provides a comparison between Native Nations/Tribal Governments, MPOs, and COGs:

Native Nations & Tribal Governments	MPO	COG
Ak-Chin Indian Community		CAG
Cocopah Indian Tribe	YMPO	
Colorado River Indian Tribes		WACOG
Fort McDowell Yavapai Nation	MAG	
Fort Mojave Indian Tribe		WACOG
Fort Yuma Quechan Indian Tribe	YMPO	
Gila River Indian Community	MAG	
Havasupai Tribe		NACOG
Hopi Tribe		NACOG
Hualapai Tribe		NACOG
Kaibab Band of Paiute Indians		NACOG, WACOG
Navajo Nation		NACOG
Pascua Yaqui Tribe	PAG, MAG	
Pueblo of Zuni		NACOG
Salt River Pima-Maricopa Indian Community	MAG	
San Carlos Apache Tribe		CAG, SEAGO
San Juan Southern Paiute Tribe		NACOG
Tohono O’odham Nation	PAG, MAG	CAG
Tonto Apache Tribe		CAG
White Mountain Apache Tribe/Fort Apache		NACOG, CAG
Yavapai-Apache Nation		NACOG
Yavapai-Prescott Indian Tribe		NACOG

### **Screening Application Letter of Support or Self-Certifying Letter**

While ADOT encourages coordination between Tribal Governments and corresponding MPOs and COGs, ADOT will not require Tribal Governments to secure a letter of support from an MPO or COG, unlike other eligible entities. Instead, ADOT will require that the Tribal Government either:

1. Submit a letter of support from the owner of a route or facility wholly or partially impacted by a proposed TA Program project if the route or facility is not under Tribal Government ownership/jurisdiction, or
2. If the project is on a Tribal route or facility, then the sponsoring Tribal Government must submit a self-certifying letter that there is no external route or facility impacts.

### **Local Match**

For projects located 100% on Tribal lands, no local match is required.

For projects not 100% on Tribal lands, only Tribal Governments will be able to use federal funding to cover the 5.7 percent local match requirement. Tribal Governments can use funds under 23 U.S.C. 202 (Tribal Transportation Program) or 23 U.S.C. 203 (Federal Lands Transportation Program) to pay the non-Federal share of the cost of any project that is funded under Title 23 U.S.C. (Highways), or under Chapter 53 of Title 49 U.S.C. (Public Transportation) that provides access to or within Federal or Tribal land.

### **Programming**

Unlike other eligible entities, Tribal Governments have several options to program a TA Project in ADOT's STIP, these options include:

1. Through the Tribal Transportation Improvement Program process,
2. Through the appropriate corresponding MPO or COG Transportation Improvement Program process, or
3. Working with ADOT to add the project directly to the STIP.

ADOT will coordinate with Tribal Governments to find the best way to program projects.

### **25 CFR Part 170 Tribal Transportation Program (TTP)**

ADOT recommends that Tribal applicants communicate with their Bureau of Indian Affairs (BIA) Regional Office to inform that agency of the Tribe's intent to apply for ADOT TA Program funding. The BIA Region Office should then verify that the proposed project is in the Tribe's TTP facility inventory, in the Tribe's TTP Transportation Improvement Program, and that the project complies with [TTP regulation requirements](#). This is also significant if the Tribal applicant proposes to have the BIA Regional Office administer the project funds and/or construction. Reference to completion of these verifications should be described in the TA Program project application.


### **ADOT 202(a)(9) Intergovernmental Funds Transfer Agreements (IFTA) Process**

After the STB makes project awards, Tribal Governments may request ADOT to consider transferring project funds to the Tribe or BIA through the [202\(a\)\(9\) IFTA process](#). Upon notification of project award, the ADOT JPA Section will coordinate this process.

**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

**2024-25364 RESOLUTION**  
10/23/2024 10:46:22 AM Pages: 94 Fees: \$15.00  
Requested By: SAN LUIS CITY CLERK'S OFFICE  
Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information.

\*\*\*\*\*

**CAPTION HEADING:**

**RE-RECORDING**

**Fee #2024-22951**

For the sole purpose of adding Exhibit A to Resolution No. 2333

**WHEN RECORDED, MAIL TO:**

**CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

**2024-22951 RESOLUTION**  
09/26/2024 11:37:30 AM Pages: 2 Fees: \$15.00  
Requested By:CITY OF SAN LUIS

Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information.

\*\*\*\*\*

**CAPTION HEADING:**

**RESOLUTION**

Resolution No. 2333  
Approving and adopting the San Luis parks, paths and trails master plan



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 2333

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING THE SAN LUIS PARKS, PATHS AND TRAILS MASTER PLAN; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY**

**WHEREAS**, the City has undertaken the development of the Parks, Paths and Trails Master Plan, which supports the Goals and Objectives of the San Luis 2040 General Plan as adopted by Resolution No. 2134;

**WHEREAS**, the Public was provided with well-advertised opportunities during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the plan;

**WHEREAS**, the Planning and Zoning Commission held a public hearing on this proposed Parks, Paths and Trails Master Plan and made a recommendation of approval to the City Council; and

**WHEREAS**, the City Council of the City of San Luis, Arizona held a public hearing on this proposed Master Plan on September 25<sup>th</sup>, 2024 and adopted a motion to approve the Plan;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of San Luis, Arizona, that the San Luis Parks, Paths and Trails Master Plan, attached hereto as "Exhibit A", is hereby approved and adopted.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this 25<sup>th</sup> day of September, 2024.

Nieves Riedel, Mayor

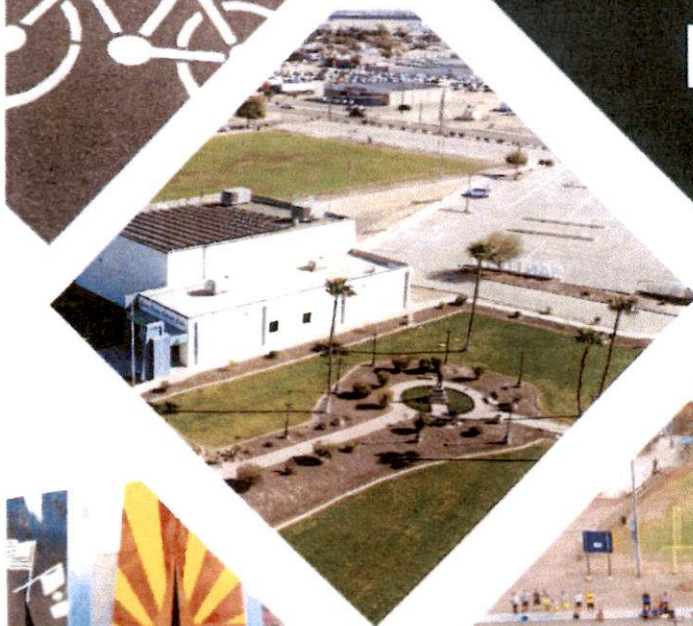
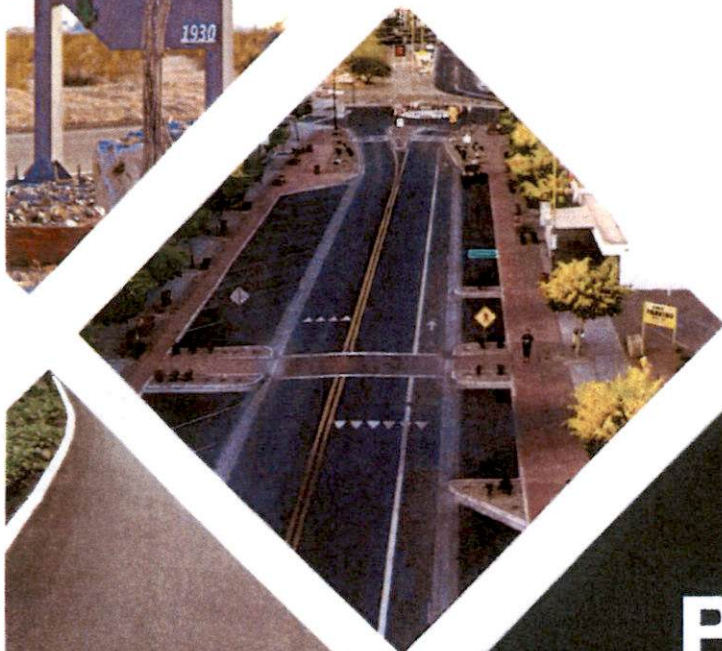
ATTEST:

APPROVED AS TO FORM:


U. M. Thompson, Deputy City Clerk  
for Sonia Cornejo, City Clerk

Kay Marion Macuil  
Kay Marion Macuil, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2333  
SAN LUIS PARKS, PATHS AND TRAILS MASTER PLAN



CITY OF SAN LUIS  
**PARKS, PATHS  
AND TRAIL  
MASTER PLAN**



# CITY OF SAN LUIS

## PARKS, PATHS & TRAILS MASTER PLAN

Prepared for:



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## Introduction

A well-planned system of parks, paths, and trails supports active lifestyles of residents and contributes to the overall health of the community. As the City of San Luis grows and matures, additional park space, on-street bike and pedestrian facilities, and off-street trails will become increasingly necessary to maintain a high quality of life for current and future residents.

The San Luis Parks, Paths, and Trails Plan envisions an interconnected system of parks, on-street bike and pedestrian facilities, and off-street trails accessible to all residents. Broadly, the purpose of the San Luis Parks, Paths, and Trail Plan is to:

- Guide decision making relative to future parks, paths, and trails
- Gather residents' preferences regarding parks, paths, and trails
- Understand the current level of service of parks, paths, and trails in the community and identify the desired future level of service
- Evaluate available resources, funding opportunities, and potential partnerships to support the development of an enhanced parks, paths, and trails system
- Establish an implementable action plan to achieve the community's vision for parks, paths, and trails

## Approach

The approach for the development and formation of the San Luis Parks, Paths and Trails Master Plan (the Plan) consisted of five key tasks, summarized as follows.

### Relevant Plans and Studies Review

The following information relative to the existing parks and active transportation facilities in the City of San Luis was obtained and used in the development of the San Luis Parks, Paths and Trails Plan, including:

- Parks and active transportation inventory
- Service Providers
- Policies and procedures relative to parks and active transportation
- Previous planning studies and plans
- Comparative Analysis

### Demographic and Parks Trends Analysis.

Demographic features of the community including population, gender, age, income, race and ethnicity, were analyzed to identify demographic and park trends. This analysis delineated market areas served by the park system and distinguished customer groups to determined changes occurring in San Luis. The results of this analysis served as the basis for a Service Area Analysis. Trends identified in the base demographic data were applied to the local populace to determine potential participation base within the community. The development of the Parks, Paths and Trails Plan was also guided by research of trends related to San Luis, surrounding communities and national, regional, and local lifestyle trends.

## Community Engagement

The planning process to develop the San Luis Parks, Paths, and Trail Plan involved meaningful participation from stakeholders and residents utilizing the following methods.

- Stakeholder Interviews
- Focus Group Workshops
- Community-wide Workshops
- Commission and Council Hearings

### ***Stakeholder Interviews***

Stakeholder interviews were conducted to gather candid perspectives on the park, path, and trail networks in San Luis. The interviews were held on February 17 and 24, 2021. A total of 12 stakeholders were interviewed on Zoom, representing various agencies in the region, including: public school districts, Desert Sonora, San Luis Regional Support and Detention Center, Bureau of Reclamation, J2, and Yuma County Public Health.

Key topics covered during the interviews included parks, specifically, where they should be located, the type of parks that are needed in San Luis, and the types of amenities that should be included in parks; and the types of bicycle and pedestrian facilities that are needed to support connectivity throughout the city. Specific comments relative to the parks, paths and trails systems, when appropriate, were incorporated into the final master plan.

### ***Focus Group Meetings***

Two community Focus Groups were held to explore specific approaches and strategies for the development of a robust parks, paths and trails systems to serve the future needs of the community. The two community Focus Groups included public officials and private individuals with appropriate background and experience relative to parks, paths and trails, and are summarized below.

#### *Land Use Focus Group*

The Land Use Focus Group included public officials from the Bureau of Reclamation, Arizona State Land Department, Bureau of Land Management, and the San Luis Parks and Recreation Department. The Land Use Focus Group discussed approaches and strategies to facilitate the development of a comprehensive parks, paths and trails system to serve San Luis, including public /private partnerships, shared use agreements between educational facilities and the City of San Luis, and the use of existing processes with the Bureau of Reclamation (BOR) for the development of parks, paths, and trails on BOR public lands.

#### *Transportation Focus Group*

The Transportation Focus Group included primarily public officials from the City's Public Works Department, Arizona Department of Transportation, Arizona Public Service, Yuma County Water Users Association, and the Yuma Metropolitan Planning Organization. The Transportation Focus Group discussed approaches and strategies to facilitate the development of a comprehensive and connected network of future paths and trails to serve the City of San Luis as it grows into the future. The Transportation Focus Group primarily recommended coordination of the development of the paths and trails network with the development of the vehicular roadway system, and coordination and

requirements for private development to provide identified paths and trails system improvements by this plan.

### ***Community Meetings***

#### *Community Meeting #1*

The first community meeting was held on February 24, 2021 at 6 p.m. over Zoom. In total, 31 community members attended this meeting.

The purpose of the meeting was to provide an overview of the Parks, Paths & Trails Master Plan. Topics covered included the components, goal, and timeline for the project; background on the inception of the project; and some initial cross sections, which illustrate widths of bicycle and pedestrian facilities.

The meeting provided an opportunity for members of the community to provide input on their preferences for bicycle, pedestrian, and park facilities. This was done through polling that was conducted throughout the presentation.

#### *Community Meeting #2*

The second community meeting was held on March 3, 2021 at 6 p.m. over Zoom. A total of 29 community members attended this meeting.

Similar to the first community meeting, the purpose of this meeting was to provide an overview of the Parks, Paths & Trails Master Plan and covered the same background information as the first community meeting. The meeting provided an opportunity for members of the community to provide more specific input on their preferences for the park system in San Luis, which was done through polling conducted throughout the presentation.

### **Financial Analysis**

An overview analysis was completed of existing funding to meet existing needs and projected funding to meet future needs of San Luis as it grows and develops into the future. Other sources of funding were explored including levies and bonds, and strategies for land acquisition. The analysis examined the current management and funding system to identify areas of improvement, including alternative funding and partnerships.

### **Inventory and Level of Service Analysis**

A detailed inventory and assessment were completed of all parks owned and maintained by the City of San Luis. The assessment provided a detailed summary of site improvements present at each facility location, condition assessment, and recommendations for improvement. Existing bicycle and pedestrian facilities were assessed for connectivity, safety, ADA access, and other attributes to establish a base of existing facilities.

### **Recommendations and Implementation Plan**

The final element of the plan was to summarize the action steps needed to implement the plan findings and recommendations including responsible party, funding sources, timeframes, and partnerships. An Action Plan was established of funding mechanisms for improvements for parks, paths and trails to serve the community.

## Community Engagement

Development of the San Luis Parks, Paths, and Trails Plan involved a detailed community engagement strategy designed to provide meaningful input from residents, user groups, associations, neighboring communities and other stakeholders. The community engagement strategy for this project involved the following:

- Initial Information Gathering: Designed to collect as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, and funding possibilities to inform the development of the plan
- Two (2) focus group meetings drawing from special interest individuals and groups, associations, other service providers staff, schools, health clubs, and seniors
- Two (2) community-wide public meetings at the information gathering, findings, and draft stages to provide information and to validate and round out the information received from the focus groups
- Stakeholder interviews were conducted with a broad cross-section of user groups, governmental agencies, school districts and other engaged parties
- Findings Presentation we will compile and present a summary of findings from the inventory, needs assessment and initial analysis for validation by staff, decision makers, stakeholders, and the public
- Draft Recommendations Presentation hearing, open to the public
- Final Council and Commissions Presentation for Adoption Hearing, open to the public

Based on previous successes, the following citizen involvement strategy approach was designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the plan's development, and is recommended for this project.

## Advisory Committees

The project involved the establishment of advisory committees to guide and inform development of the plan. A Technical Advisory Committee, utilizing parks, bicycle and pedestrian paths and trails professionals was formulated to assist in guiding the development of this plan consisted of members of a diverse group of parks, bicycle and pedestrian paths and trails stakeholders.

## Community Meetings

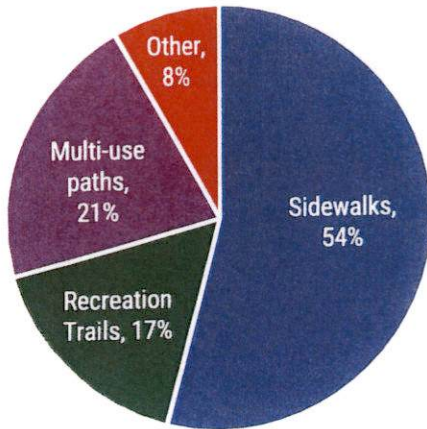
### *Community Meeting #1*

The first community meeting was held on February 24, 2021 at 6 p.m. over Zoom. In total, 31 community members attended this meeting.

The purpose of the meeting was to provide an overview of the Parks, Paths & Trails Master Plan. Additionally, the meeting provided an opportunity for members of the community to provide input on their preferences for bicycle, pedestrian, and park facilities. This was done through a poll that was conducted throughout the presentation. Participants answered questions to provide initial input on parks, paths, and trails. The following are the responses from those questions:

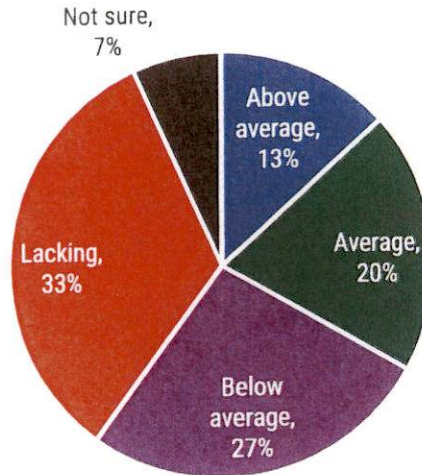
**QUESTION 1**

What pedestrian facilities do you currently use?  
(Select all that apply)



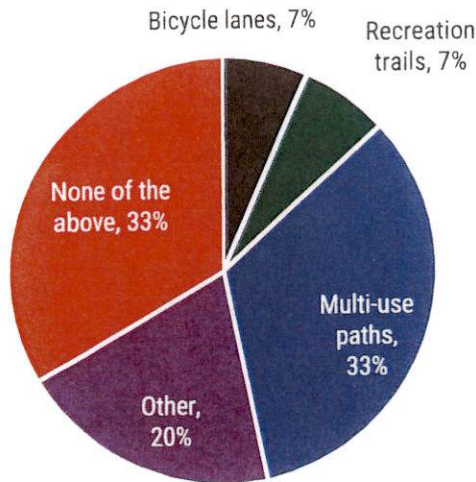
**QUESTION 2**

How would you rate the quality of pedestrian facilities in San Luis? (Select all that apply?)



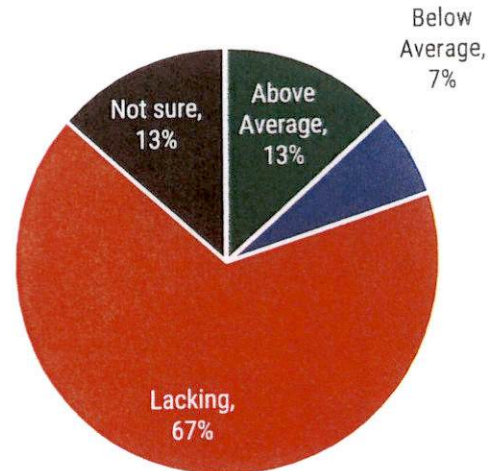
**QUESTION 3**

What bicycle facilities do you currently use?  
(Select all that apply)



**QUESTION 4**

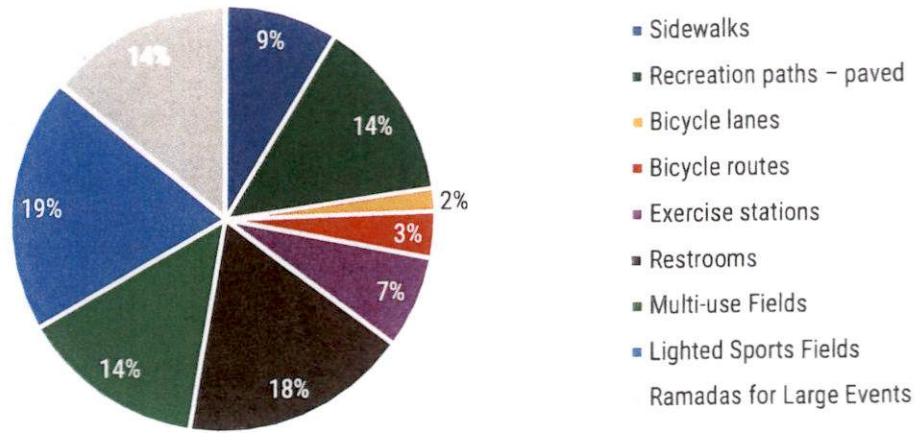
How would you rate the quality of bicycle facilities in San Luis?



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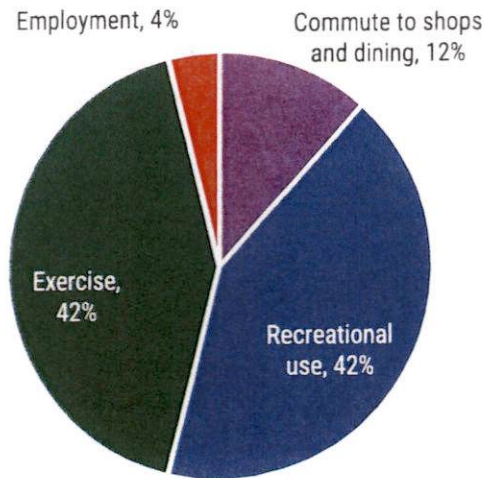
## QUESTION 5

What are the top 3 facilities most important to you?



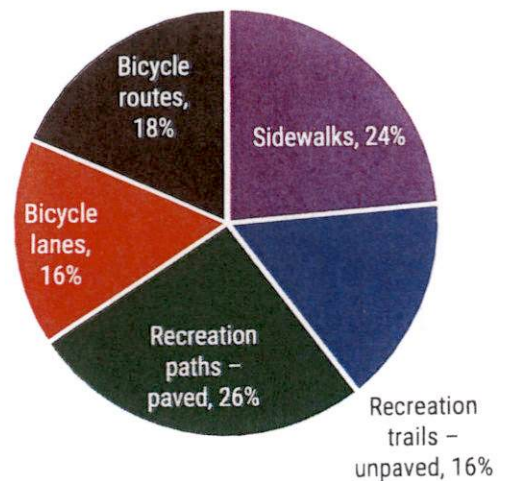
## QUESTION 6

What is the purpose for your use/future use of the bicycle and pedestrian network? (Select all that apply)



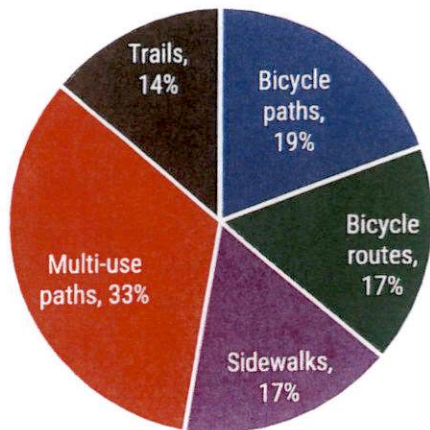
## QUESTION 7

Which facility would you likely use? (Select all that apply)



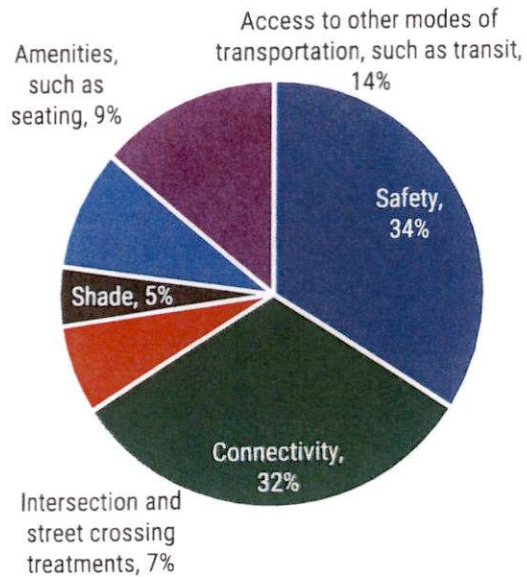
**QUESTION 8**

Which of the following does San Luis need more of? (Select all that apply)



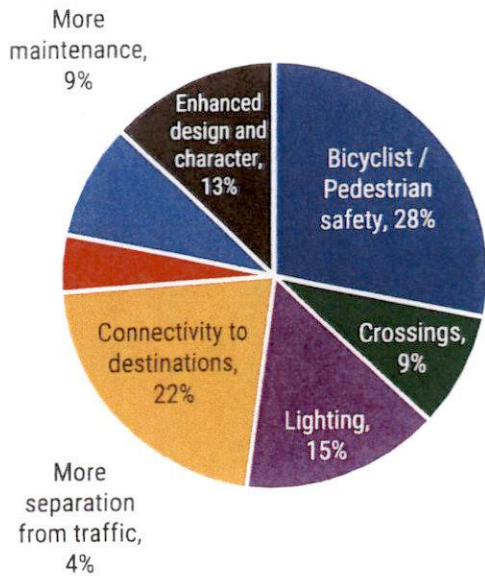
**QUESTION 9**

What are the top 3 priorities for the bicycle/pedestrian network in San Luis?



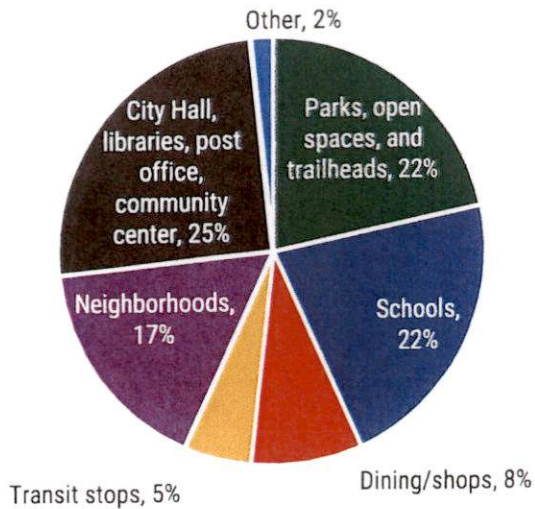
**QUESTION 10**

What are the top 3 improvements needed?



**QUESTION 11**

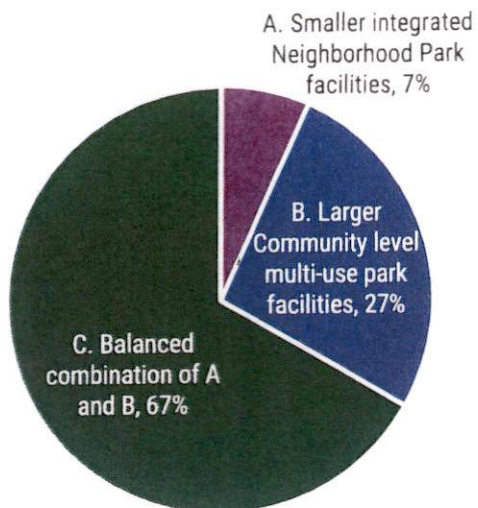
What destinations should bicycle/pedestrian facilities connect to (Select all that apply)



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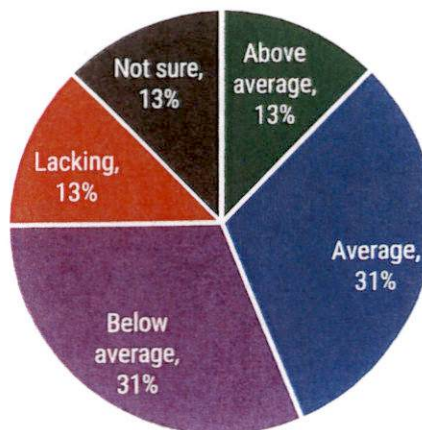
## QUESTION 12

The priority in San Luis is to build: (Select all that apply)



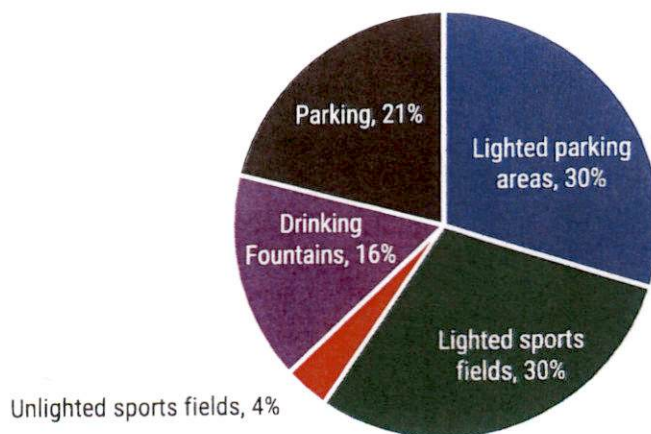
## QUESTION 13

How would you rate the quality of parks in San Luis?



## QUESTION 14

Parks should always include: (Select all that apply)



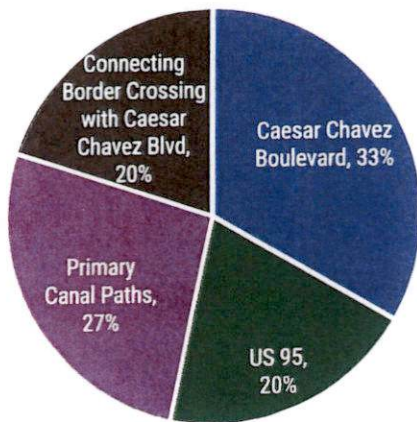
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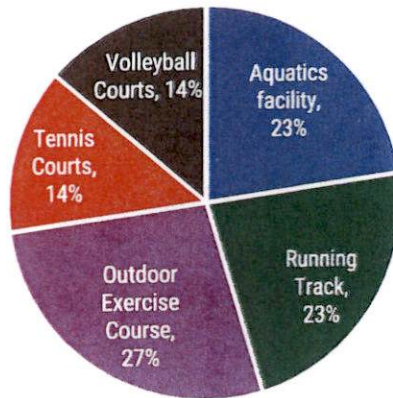
**QUESTION 1**

In terms of bicycle/pedestrian facilities, San Luis should make a priority for: (Select 3)



**QUESTION 2**

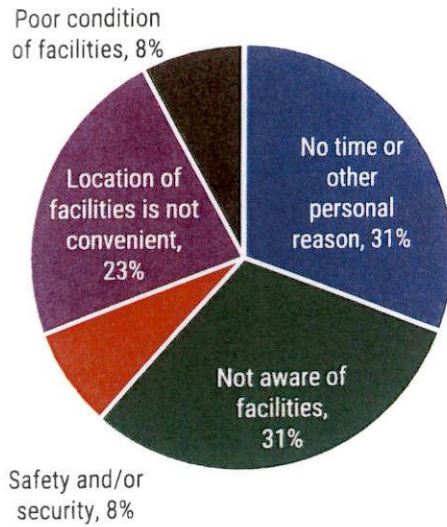
In terms of special facilities, San Luis should make a priority for: (select 3)



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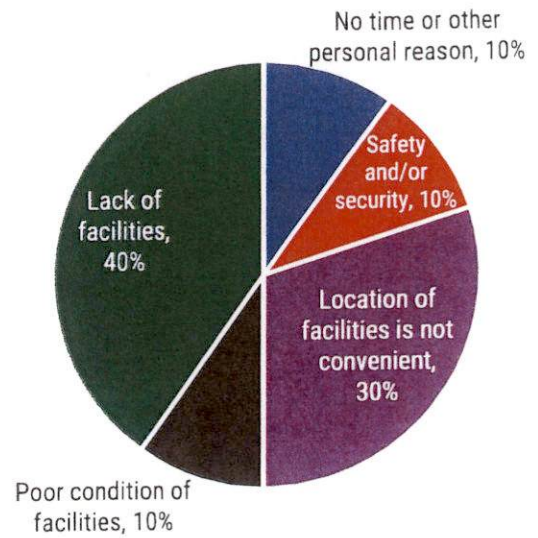
## QUESTION 3

If members of your household do not use parks in San Luis, why not? (Select all that apply)



## QUESTION 4

If members of your household do not use bicycle and pedestrian facilities in San Luis, why not? (select all that apply)



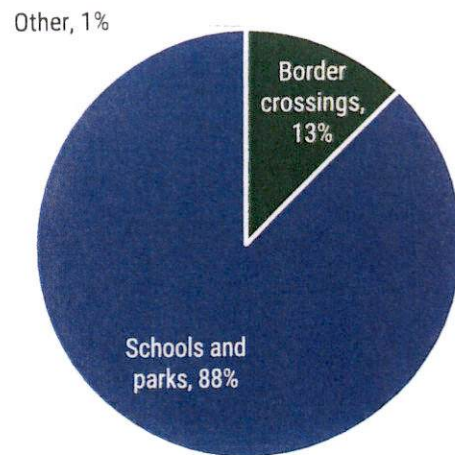
## QUESTION 5:

If the City was to improve existing parks, the following should be a priority:



## QUESTION 6

A priority should be made to connect bicycle and pedestrian facilities to:



**QUESTION 7**

In regard to trailheads? (Select all that apply)

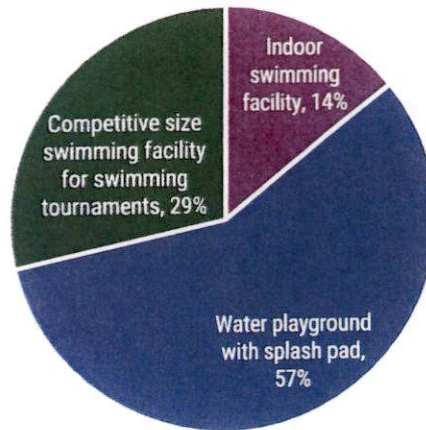
Trailheads should be provided at every crossing of a Spine Trail and/or Canal Path at Caesar Chavez Blvd. and US 95, 14%



Trailheads in proximity to the border should be a priority, 14%

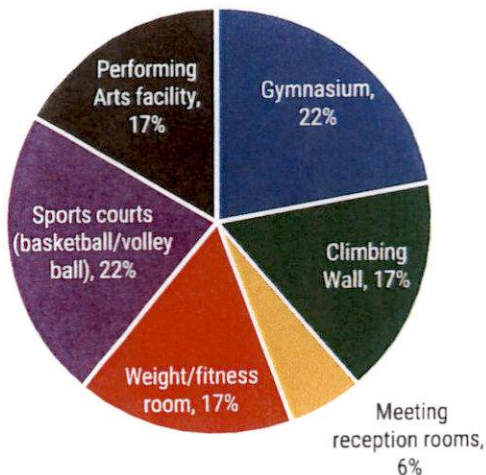
**QUESTION 8:**

If a public swimming facility is needed in San Luis, what type of facility is needed?



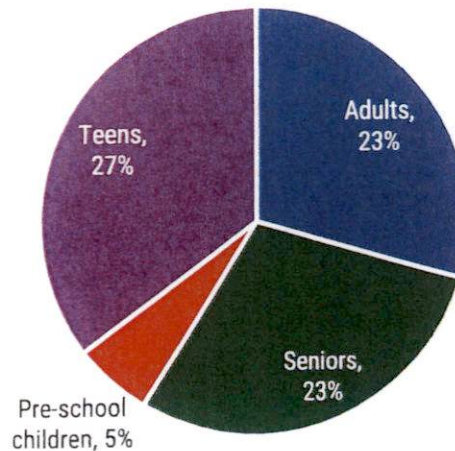
**QUESTION 9**

The top three indoor recreation spaces most needed in San Luis include (Select up to 3)



**QUESTION 10**

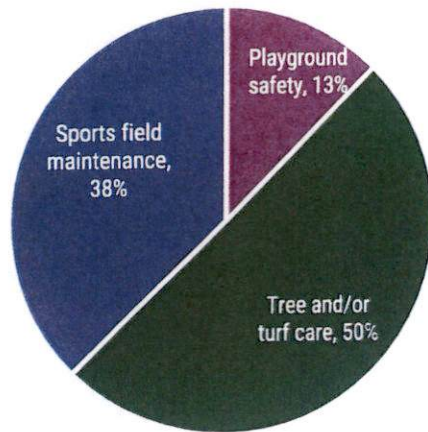
Which populations have the greatest need for recreational facilities (Select 3)



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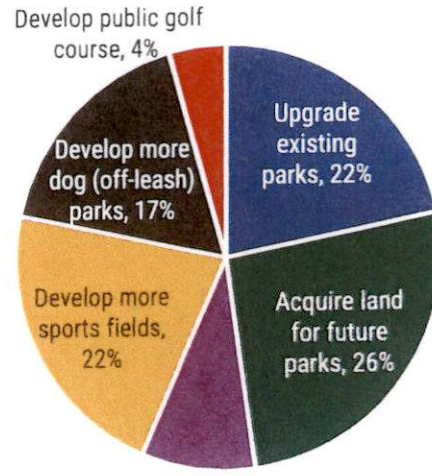
## QUESTION 11

What is the highest priority for maintenance activities in the parks in San Luis?



## QUESTION 12

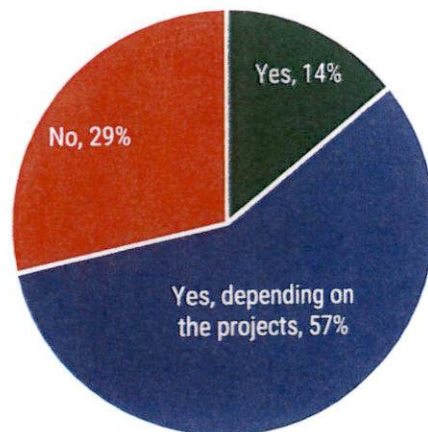
Please choose the three (3) most important park improvements in San Luis:



Protect land for natural open space, 9%

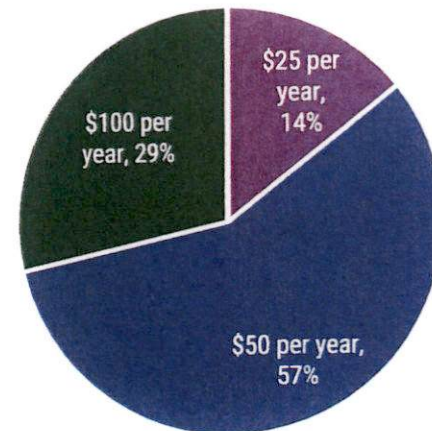
## QUESTION 13

Would the voting-age members of your household generally support a 2 year temporary tax levy for park improvements?



## QUESTION 14

If you would support a 2 year temporary tax levy for park improvements, how much would your household be willing to pay?



## Facts, Trends, and Benefits

Parks, paths, and trails create value in many ways within a community. Parks, paths, and trails encourage healthy communities by creating an avenue for physical activity, which has a measurable impact on physical, mental, and emotional health.

In this section of the Plan, data were evaluated to provide informed guidance to San Luis and its future endeavors related to parks and greenways. A significant amount of information is derived from the National Recreation and Parks Association (NRPA). A goal of this Plan is to evaluate existing programs by providing a vision as to how the City could benefit from community features like parks, paths, and trails. This section outlines the social benefits parks and recreation amenities can have on a community, and the resonating health, economic, and other benefits that come with parks and trails, framed by recreation trends from across the country and within Arizona.

## Recreation in the Community

Social equity derived from parks is one of the most significant factors in impacting communities overall according to the NRPA:

*“Our nation’s public parks and recreation services should be equally accessible and available to all people regardless of income level, ethnicity, gender, ability, or age. Public parks and recreation services and programs including the maintenance, safety, and accessibility of parks and facilities, should be provided on an equitable basis to all citizens of communities served by public agencies. Social equity is a critical responsibility borne by every public park and recreation agency and the professionals that operate them. It is a right, not just a privilege, for people nationwide to have safe healthful access to parks and recreation. The NRPA believes park and recreation agencies, through the provision of equal access to parks and recreation, should cultivate community ties through programs and services for all which produces public benefits by connecting people more deeply to the fabric of the community. This sense of connectedness makes communities livable and desirable.”*

## Community Events

Community celebrations like Fourth of July and Memorial Day, and regular events like farmer’s markets and craft fairs cater social enjoyment and interaction and contribute to “sense of place” within a community. A NRPA survey indicates that the following events are the most popular nationally:

- 46% indicated that they plan to attend a farmer’s market
- 34% indicated that they plan to attend an outdoor movie/concert
- 33% indicated that they plan to attend a carnival/fair
- 31% indicated that they plan to attend a food festival
- 56% indicated that they plan to attend a Fourth of July or other holiday celebration

## Community Support for Parks and Recreation

Parks and recreation services are some of the services residents feel most connected by and passionate about. Community support for parks and recreation is reflected in the NRPA’s report, *Americans’ Broad-Based Support for Local Recreation and Park Services*:

- Parks are a great value: 4 in 5 Americans concur that local parks are well worth the tax dollars spent on them.
- This passion for local parks has gone unabated over the past 25 years, even with dramatic demographic shifts in the United States and the ways technology transformed how we interact with others and entertain ourselves.
- Support for local parks is widespread, spanning different age groups, income strata, household types and political affiliations.
- An overwhelming majority of Americans assert that they personally benefit from local parks and that their communities' benefit from local parks.
- Americans are in agreement that Conservation, Health & Wellness and Social Equity—are chief priorities for local parks, according to the NRPA.

### Park Trends

Current trends in parks operations reflect the economic climate in the country with more parks departments needing to stretch limited resources to meet the parks and recreation needs of residents. Maintenance and operations of diverse park facilities and associated costs have been added to traditional parks responsibilities have proven challenging for parks and recreation departments with current economic conditions. Cities are increasingly turning to collaborative partnerships with other departments, nonprofit entities, and businesses to provide community services and facilities. Trends in the state of Arizona notably include:

- Community organization partnerships or contracting with vendors to provide facilities, maintenance and programs to residents
- Nonprofit partnerships to provide recreation programs in large neighborhoods.
- Homeowners Association partnership to provide parks, trails, and recreational amenities in master planned communities
- Regional jurisdiction partnerships for trail development and connectivity
- Private sector contracts for parks and recreation facility maintenance and operations
- Program and facility support from volunteer organizations
- Joint use agreements with school district for playground use outside of school hours
- When many people think of parks, they think of playgrounds, open spaces, and conventional sports facilities. Parks facilities are evolving to meet the needs of community members and residents, and some less common but increasingly popular park components are outlined below:

#### ***One-Stop-Shop Facility***

These multi-generational facilities can meet the resident's needs for a variety of activities. The one-stop shop facility features programming spaces, classrooms, gymnasiums, sports courts, multi-purpose rooms, fitness centers, swimming pools, libraries, etc. These centers are multi-generational with space available for all age groups and are usually located adjacent to a park so activities can spill outdoors.

#### ***Dog Parks***

Nearly 40% of American households now own at least one dog and there are more households with dogs (43 million) than children (38 million). Between 2005 to 2010, America's 100 largest cities saw a 34% increase in the number of dog parks according to a 2011 article in USA Today. People are spending more and more money on their pets with the market expanding at a steady rate of 4-6% a year since the American Pet Products Association started keeping records in 1996.

### ***Open Community Labs and Workspaces***

These community workspaces are places where people with common interests can come together to socialize and collaborate on projects. Also known as Hackerspaces, Makerspaces, or Community Sheds, these places are similar to workshops, machine shops or studios that allow people to learn from their peers and share resources and knowledge to build and make things. Some examples of Community Labs include spaces for wood working, machining, technology, digital art, or other crafts, such as sewing. Well-equipped labs may have machine tools, equipment and raw materials for people to use.

### ***Extreme Adventure Parks and Programs***

Extreme adventure parks and programs are gaining traction for those seeking a thrill. These include BMX courses, skate parks, paintball arenas, obstacle courses, artificial climbing walls, ziplines, and trampoline play centers. Oftentimes these facilities are provided by the private sector; however, cities and towns have the opportunity to offer the facilities themselves or contract with a concessionaire as a potential revenue stream.

### **'Doing More with Less'**

A trend in parks and recreation in Arizona, as well as across the country, is to partner with community organizations or contract with vendors to outsource facilities maintenance, programs or services to meet the community's recreational needs while adhering to standards of fiscal responsibility. Examples of Arizona's jurisdictional partnering or outsourcing include:

- Partnering with non-profits to provide programming in neighborhood centers.
- Partnering with Homeowners Associations to provide neighborhood park amenities or trails through residential planned area development.
- Partnering with regional jurisdictions to develop trails and regional connectivity.
- Contracting with the private sector for maintenance or operations of parks or recreation facilities.
- Enlisting volunteers for program and facility support.
- Leasing facilities to user groups (e.g. leasing aquatics centers to swimming teams or baseball tournament sites to tournament providers).
- Developing joint use agreements with the community's public schools to provide public park access to playgrounds when school is not in session.

## **Health Benefits of Parks**

Local parks and recreation staff are taking steps to ensure their communities are more active and healthier, as eighty-four percent (84%) of those surveyed had already implemented recreation programs that encourage active living in their community. Eighty-nine percent (89%) of respondents' parks and recreation department should take the lead in developing communities conducive to active living. Additionally, in the same survey, the highest selected category for having the greatest impact on community health and physical inactivity was a cohesive system of accessible parks and trails.

### **Public Health and Wellness**

Public health and wellness are major pillars of the National Recreation and Parks Association program for impacting communities. Public park and recreation agencies create healthy communities and play a fundamental role in enhancing the physical environments in which we live. Through facilities, outdoor

settings, and services provided, they support good health for people of all abilities, ages, socio-economic backgrounds, and ethnicities. They foster change through collaborative programs and policies that reach a vast population to help reduce obesity and incidence of chronic disease by providing opportunities to increase rigorous physical activity in a variety of forms; provide a connection to nature which studies demonstrate relieves stress levels, tightens interpersonal relationships, and improves mental health; aid in reducing hunger in America and increasing access to nutritious food options; and, foster overall wellness and healthful habits, such as becoming tobacco-free and engaging in enrichment opportunities that add balance to life.

### Economic Benefits of Parks

The industry for parks and recreation has a substantial impact on local and regional economies, with the ability to transform quality of life, property values, and even tourism variables in communities. In 2017, the Outdoor Industry Association estimated \$887 billion was spent nationally on outdoor recreation and directly supported 7.6 million jobs. The economic considerations and benefits of outdoor recreation are reflected in the following findings:

- U.S. Forest Service research indicated that parks, trails and playgrounds are among the most important community amenities considered when selecting a home.
- Also indicated by the U.S. Forest Service, the economic benefit produced by trees are assessed, the total value can be two to six times the cost for tree planting and care according to Benefits of Community Trees by David J. Nowak.
- Nearly one-half of active Americans regard outdoor activities as their main source of exercise, according to the Outdoor Recreation Participation Report of 2016.

A report from the Trust for Public Land “The Benefits of Parks: Why America Needs More City Parks and Open Space”, provides the following observations about the economic, social, and environmental benefits of parks and open space by Paul M. Scherer in 2005<sup>5</sup>:

- Residential and commercial property values increase in proximity to open space.
- Parks add value to community and economic development sustainability.
- Parks and open space enhance tourism.
- Trees improve air quality and act as natural air conditioners.
- Trees improve storm water control and erosion.
- Parks and open space reduce crime and juvenile delinquency.
- Stable neighborhoods and communities are created by parks and open space.

A national trend toward quantifying the benefits of parks and recreation to the economic health of a community is outlined in NRPA’s study, ‘Economic Impact of Parks’. The study provides “America’s local and regional public park agencies generated nearly \$140 billion in economic activity and supported almost 1 million jobs from their operations and capital spending alone in 2013. When the spending at local and regional parks is combined with that of national and state parks, public parks are responsible for more than \$200 billion in annual economic activity.” The study provides:

- Operations spending by park agencies generated nearly \$80.0 billion in total economic activity, boosted the gross domestic product (GDP) by \$38.8 billion and supported nearly 660,000 jobs that paid in excess of \$24 billion in salaries, wages and benefits.

- Local and regional public park agencies directly provided more than 356,000 jobs in the United States during 2013, equating to nearly \$32.3 billion in operations spending.
- In total, the nation's local and regional public park agencies spent nearly \$54.7 billion in 2013, leading to \$139.6 billion in economic activity, just under \$68.0 billion in contributions to the GDP, and nearly 1 million jobs that generated labor income of \$43.8 billion in 2013.
- Local and regional park systems spent an estimated \$22.4 billion on capital programs, leading to about \$59.7 billion in economic activity, a contribution of \$29.2 billion to the GDP, \$19.6 billion in labor income and more than 340,000 jobs.

## Benefits of Bicycle and Pedestrian Paths and Trails

A comprehensive bicycle and pedestrian network provide significant benefits for residents including health, safety, accessibility, recreation, transportation, economic, quality of life and environmental aspects of the community.

- **Health and Safety.** Consistent physical activity has been proven to provide many health benefits such as reduced risks of heart disease, stress, obesity, and other chronic health challenges. Regular biking and walking improve the overall health of residents and the community.
- **Transportation.** Traffic volume and congestion are reduced by residents riding or walking and include a variety of benefits such as increased traffic efficiency, reliable travel times, traffic delay reductions, and a reduction in overall transportation cost to the community.
- **Accessibility.** A connected bicycle and pedestrian network increase public access to parks, libraries, schools, recreation areas, activity centers, city facilities and city services. A convenient and connect bicycle and pedestrian network serves all ages and abilities and provides access to destinations for residents and visitors.
- **Environmental.** A significant number of local trips can be made using a connected bicycle and pedestrian network to many destinations including shopping, education facilities and recreation. Reducing the number of cars on the road reduces traffic congestion and positively impacts air quality and the environment.
- **Economic.** Local businesses, business sales, and economic development in a community are positively impacted by a convenient and connected bicycle and pedestrian network. Instead on spending money far away, people walking or riding a bicycle tend to spend money locally. Bicycle and walking paths have been shown to positively impact residential home values and are one of the primary considerations when purchasing a home.
- **Quality of Life.** Increased bicycling and walking in a community increases opportunity for social interaction, improving the overall quality of life in a community. Increased social interaction enhances sense of place for users and strengthens community ties, improving overall quality of life for residents.

## Recreation Areas as Transportation

The report, 'Active Transportation and Parks and Recreation', published by the NRPA, assesses the benefits of active transportation which include:

- Active transportation stimulates local economies through job creation, commercial business development and real estate values.
- Active transportation infrastructure builds healthy communities by encouraging physical activity as part of daily life.
- Active transportation promotes conservation and environmental sustainability by reducing air and water pollution and minimizing congestion.
- Active transportation provides transportation access to all citizens regardless of age, gender, socioeconomic status or disability

## Perception of Safety

People's willingness to walk or ride a bike is directly influenced by their perception of safety. People differ in their level of comfort for riding or walking in areas where they do not perceive they are safe – some people (very few) feel comfortable riding a bicycle with the speed of traffic on a busy road, whereas most people avoid placing themselves in or very close to fast moving trucks and vehicles.

Traffic stress is the perceived sense of danger associated with using the bicycle and pedestrian network adjacent to vehicular traffic. Transportation systems throughout the United States are designed with the overarching goal of decreasing the perception of danger. This concept is relevant and important to bicycle and pedestrian system planning as many people avoid riding a bicycle due to lack of perceived safe routes. There are two common methods for classifying cyclists relative to bicycling facilities – one is skilled-based and the other is based on rider typologies.

## Skill-Based

American Association of State Highway and Transportation Officials (AASHTO)<sup>1</sup> and the Federal Highway Administration (FHWA)<sup>2</sup> classify cyclists based on skill as follows:

**Class A.** Advanced cyclists whose greater skill enables them to share roads with motor traffic. Moreover, they are unwilling to sacrifice speed for separation from traffic stress.

**Class B.** Basic adult cyclists who lack the "skill" to confidently integrate with fast or heavy traffic.

**Class C.** Children cyclists, less capable than Class B at negotiating traffic and are more prone to irrational and sudden movements.

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<sup>1</sup> American Association of State Highway and Transportation Official (AASHTO). Guide for the Development of Bicycle Facilities, 1999, Washington, DC: AASHTO

<sup>2</sup> W.C. Wilkinson, A Clarke, B. Epperson and R. Knoblauch. Selecting Roadway Design Treatments to accommodate Bicycles, US Department of Transportation, Publication No. FHWA-RD-92-073, 1994.

## Four Types of Cyclists

A second method of classification is based on a rider's tolerance of stress versus skill. Tolerance of stress was explored through community surveys and documented by City of Portland Bicycle Coordinator Roger Geller in a publication titled "Four Types of Cyclists"<sup>3</sup>. The numerous community surveys established four broad categories of people relative to their views on bicycling as provided in **Table 2-1**.

**Table 2-1** Four Types of Cyclists

<b>Strong and Fearless</b>	This small group of the population is willing to ride a bicycle on any roadway condition. The Strong and Fearless rider is comfortable taking the lane and riding in a vehicular manner on major streets without designated bicycle facilities.
<b>Enthusiastic and Confident</b>	This group of riders is comfortable riding in most roadway situations but prefer to have a designated bicycle facility. They are comfortable riding on major streets with a bike lane.
<b>Interested But Concerned</b>	This type of rider has an inclination toward biking, but ultimately chooses not to with concern over sharing the road with vehicles. These riders are not very comfortable on major streets, even with a striped bike lane, and prefer separated pathways or low traffic neighborhood streets.
<b>No Way, No How</b>	This type of cyclist is not interested at all in bicycling, may be physically unable to, or do not know how to ride a bicycle. This group is unlikely to adopt bicycling in any way.

Source: Roger Geller, City of Portland Bureau of Transportation, *Four Types of Cyclists*.

These original typologies have been incorporated into academic research<sup>4 5</sup> and utilized nationally by numerous cities in generally assessing residents' attitudes toward bicycle riding. The results of the Portland surveys established a generalized distribution of the population relative to their attitudes towards riding a bicycle as a mode of transportation. Overall, a small percentage (1%) of the population self-classify themselves as "Strong and Fearless" and another 7% of the population self-classify themselves as "Enthusiastic and Confident". The Strong and Fearless and Enthusiastic and Confident types represent the percentage of the population that generally will ride a bicycle for transportation.

The majority of the population classify themselves as Interested and Concerned (60%) and approximately 33% of the population will not ride a bicycle for any reason. While the percentages range from region to region, people broadly relate to the four typologies to describe their concerns with bicycling relative to the perception of safety. A comparison of the survey results from four large U.S. and Canadian cities is shown in **Figure 2-1**.

**"Riding a bicycle should not require bravery. Yet all too often, that is the perception among cyclists and non-cyclists alike."**

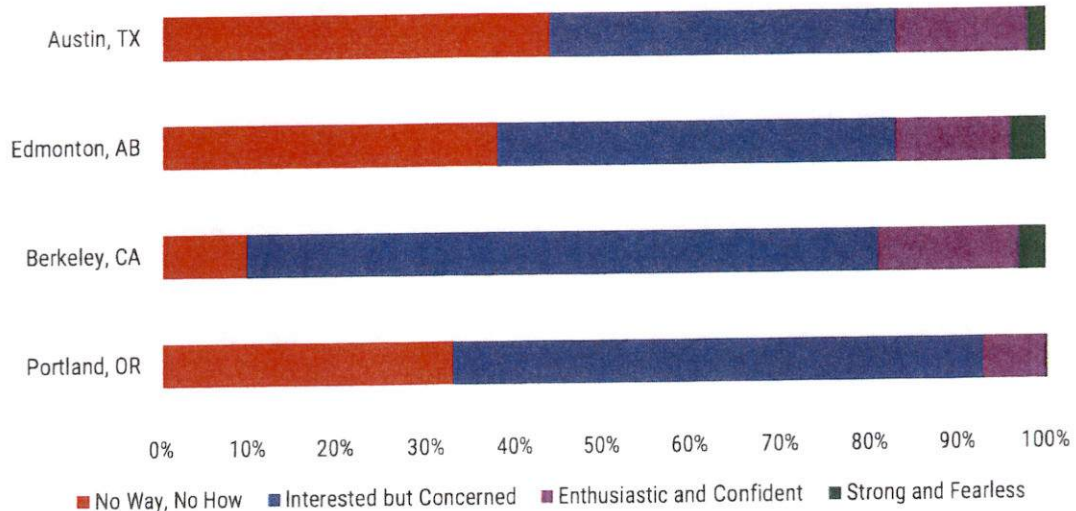
Roger Geller, Bicycle Coordinator,  
Portland Office of Transportation

<sup>3</sup> Geller, Roger. *Four Types of Cyclists*. Portland, OR: City of Portland Office of Transportation, 2009. <https://www.portlandoregon.gov/transportation/article/237507>. Accessed May 22, 2019.

<sup>4</sup> Mekuri, Firth and Nixon, *Low Stress Bicycling and Network Connectivity*, Mineta Transportation Institute 2012.

<sup>5</sup> Dill, J., McNeil, N. *Four Types of Cyclists? Testing a Typology to Better Understand Bicycling Behavior and Potential*. 2012.

**Figure 2-1 Four Types of Transportation Cyclists**



Source: Roger Geller, City of Portland Bureau of Transportation, *Four Types of Cyclists*.

## Level of Traffic Stress

The Geller classification scheme has been adopted and applied through academic research to quantify the level of traffic stress into a rating system. Levels of Traffic Stress (LTS) is a rating indicating the traffic stress created on bicyclists from a segment of a street or street crossing. LTS criteria, first published in 2012 in a report by Mekuri, Firth and Nixon through the Mineta Transportation Institute, classify levels of traffic stress on a four-level rating system from low to most stressful as provided in **Table 2-2**.

**Table 2-2 Levels of Traffic Stress**

<b>Stress Level 1</b>	Presenting little traffic stress and demanding little attention from cyclists and attractive enough for a relaxing bike ride. Suitable for almost all cyclists, including children trained to safely cross intersections. On links, cyclists are either physically separated from traffic, or are in an exclusive bicycling zone next to a slow traffic stream with no more than one lane in either direction or are on a shared road where they interact with only occasional motor vehicles (as opposed to a stream of traffic) with a low speed differential. Where cyclists ride alongside a parking lane, they have operating space outside the zone into which car doors are opened. Intersections are easy to approach and cross.
<b>Stress Level 2</b>	Presenting little traffic stress and therefore suitable for most adult cyclists but demanding more attention than might be expected from children. On links, cyclists are either physically separated from traffic, or are in an exclusive bicycling zone next to a well-confined traffic stream with adequate clearance from a parking lane, or are on a shared road where they interact with only occasional motor vehicles (as opposed to a stream of traffic) with a low speed differential. Where a bike lane lies between a through lane and a right-turn lane, it is configured to give cyclists unambiguous priority where cars cross the bike lane and to keep car speed in the right-turn lane comparable to bicycling speed. Crossings are not difficult for most adults.
<b>Stress Level 3</b>	More traffic stress than LTS 2, yet markedly less than the stress of integrating with multi-lane traffic, and therefore welcome to many people currently riding bikes in American cities. Offering cyclists either an exclusive riding zone (lane) next to moderate-speed traffic or shared lanes on streets that are not multi-lane and have moderately low speed. Crossings may be longer or across higher-speed roads than allowed by LTS 2 but are still considered acceptably safe to most adult pedestrians.
<b>Stress Level 4</b>	Most stressful. A level of stress beyond LTS 3

Source: Mekuri, Firth and Nixon, *Mineta Transportation Institute 2012*.

The Mineta Study indicates that identifying tolerance for stress (such as Geller’s Four Typologies), rather than skill (such as AASHTO and FHWA), has more utility in bicycle network planning. This method is consistent with studies that show people’s increasing affinity for low-stress bicycling environments and indicate that perceived traffic danger is the chief impediment to bicycling.

To illustrate the application of the rating system, **Table 2-3** from the Mineta Transportation Institute study shows the increase level of stress that is felt by a bicyclist in crossing varying widths of streets at varying traffic speeds.

**Table 2-3 LTS Criteria for Mixed Traffic (Bike and Vehicle)**

Speed Limit	Street Width		
	2-3 Lanes	4-5 Lanes	6+ Lanes
Up to 25 mph	LTS 1	LTS 3	LTS 4
30 mph	LTS 2	LTS 4	LTS 4
35+ mph	LTS 4	LTS 4	LTS 4

Source: Mekuri, Firth and Nixon, Mineta Transportation Institute 2012.

In application, the Mineta study established that design and infrastructure improvements can reduce the level of traffic stress in a particular location, such as a street crossing. The comparison in **Table 2-4**, which was published in the research, is an example demonstrating that the addition of a crossing island has a significant reduction on the level of traffic stress for speeds of traffic less than 30 mph.

**Table 2-4 LTS For Unsignalized Road Crossing With and Without Crossing Island**

Speed Limit	Without Crossing Island			With Crossing Island		
	Up to 3 Lanes	4-5 lanes	6+ lanes	Up to 3 Lanes	4-5 lanes	6+ lanes
Up to 25 mph	LTS 1	LTS 2	LTS 4	LTS 1	LTS 1	LTS 2
30 mph	LTS 1	LTS 2	LTS 4	LTS 1	LTS 2	LTS 3
35+ mph	LTS 2	LTS 3	LTS 4	LTS 2	LTS 3	LTS 4
40+	LTS 3	LTS 4	LTS 4	LTS 3	LTS 4	LTS 4

Source: Mekuri, Firth and Nixon, Mineta Transportation Institute 2012.

The conclusion of the Mineta study was that people have varying levels of tolerance for traffic stress, which is comprised of perceived level of safety and other stress impacts such as pavement quality, vehicle noise, vehicle exhaust, crime, etc. Although there is small segment of the population willing to share a busy arterial street with large trucks, buses, fast speeds and heavy traffic volume, many people are “traffic intolerant” and are only willing to tolerate a small degree of traffic stress.

Reducing the perceived level of danger felt by bicyclists and walkers and encouraging more people to walk or bike in San Luis is the foundational goal of the Parks, Paths and Trails Master Plan. The Master Plan provides for separate facilities on parkway and arterial streets and identifies improvements that can increase the perception of safety such as bike boxes, striped buffers, median crossing refuge areas, and street bulb-outs which is further discussed in Chapter 5 of this Master Plan. The best practices referenced herein were incorporated into the bicycle and pedestrian network and design standards to support the broad vision and goals of the Parks, Paths, and Trails Master Plan.

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## Inventory and Analysis

The San Luis Parks, Paths, and Trails Plan builds off the City’s current conditions to plan for the future. These current conditions include the demographic profile of the City; the existing park, path, and trail facilities within the community, as well as the recreational facilities the City maintains; and the City’s current operations and maintenance procedures for parks, paths, and trails. Additionally, this chapter compares the assessed conditions in the City of San Luis to other similar communities.

## Demographic Profile

Parks, paths, and trails are planned and designed for its users, or those living and working in the community. Demographic data for San Luis was analyzed to better understand community needs today and in the future. The demographic data analyzed in this section includes population growth, age, race, income, and commuting characteristics.

### Population Growth

Parks, paths, and trails should be developed in conjunction with future growth to maintain an adequate level of service. San Luis is one of the fastest-growing communities in Arizona since 2010. The City experienced a 36% population growth between 2010 and 2019, increasing from 25,505 to 34,778. Only Queen Creek, Marana, and Buckeye have experienced a population growth rate higher than the City of San Luis during this timeframe. The population growth rate in San Luis is also far greater than the statewide and countywide averages of 14% and 9% respectively. This rapid growth is expected to continue through 2040. According to Yuma County, the population in San Luis is expected to reach 72,566 by 2040, which is more than double the City’s 2019 population. The population growth in San Luis through the year 2019 is depicted on **Figure 3-1**.

**Figure 3-1 San Luis Population Growth 2010-2019**



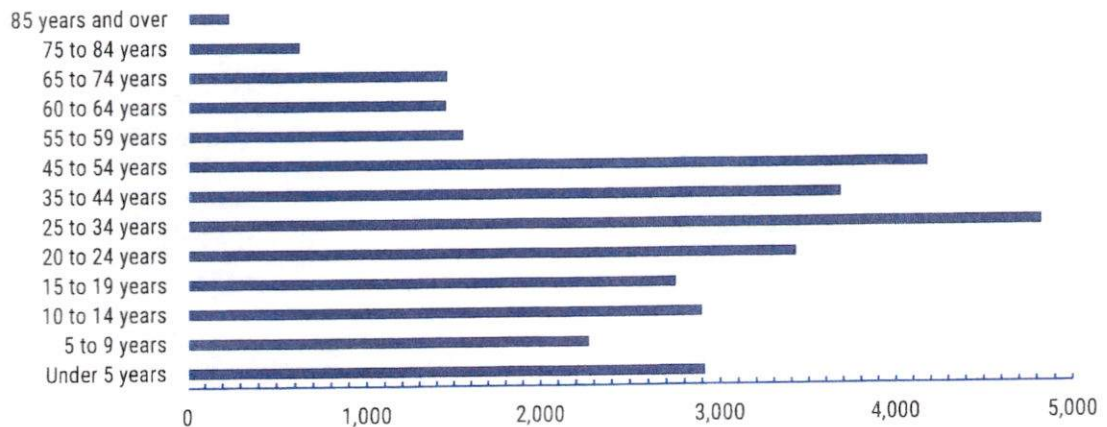
### Age

Understanding the general age range of a community is important to planning parks, paths, and trails for its residents. Different age groups have differing needs for the type of programs and facilities. Younger age groups typically require active recreational facilities, such as playgrounds and sporting facilities, whereas older age groups generally enjoy more leisure and passive activities, such as walking trails and natural open space.

The population in San Luis is relatively young. The median age of San Luis residents in 2018 was 28.6, which is nearly nine years younger than the statewide average (37.4), and nearly six years younger than the countywide average (34.3). The young population in San Luis is largely attributed to a higher percentage of young children than older adults. Approximately a third (33.6%) of the population in San

Luis is under 20 years of age, compared to only 16.5% of residents that are 55 years of age and older. Population by age categories within San Luis is provided on **Figure 3-2**.

**Figure 3-2 San Luis Population by Age Category**



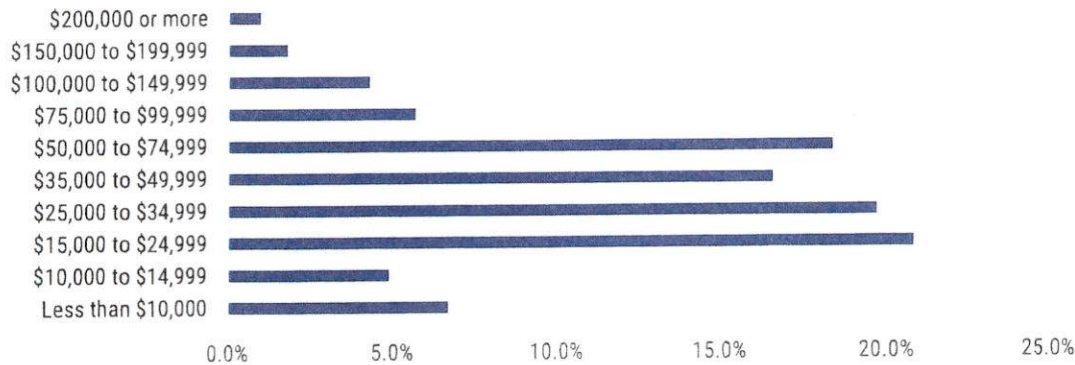
## Race

Culture can greatly influence the type and character of parks, paths, and trails within a community. As a border community, San Luis maintains a strong connection to Mexico. Over 96% of residents identified as Hispanic or Latino of Mexican descent as of the 2018 American Community Survey. Only 2% of residents identified as White alone. No other racial demographic exceeded 1% of the San Luis population. The community should strive to provide programs and amenities aligned with the predominate culture, preferences, and characteristics of the community. Furthermore, efforts should be made that all existing and future facilities are regularly maintained, well-equipped and designed, and accessible to all individuals.

## Income

Not all residents or families have the same resources for recreating and/or commuting. Parks, paths, and trails can contribute to a more equitable community for all residents, providing a means of commuting to work and/or school, recreating, and enjoying the great outdoors. The median household income in San Luis as of 2018 was \$34,122. Although incomes in the City have greatly increased since 2010 (33%), the median household income in San Luis was approximately \$10,000 less than the countywide average (\$44,058) and \$22,000 less than the statewide average (\$56,213) in 2018. Household income by percentage of the San Luis population is provided on **Figure 3-3**.

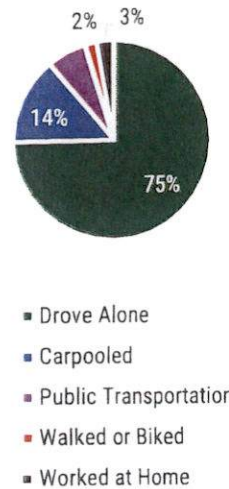
**Figure 3-3 Household Income by Population Percentage**



### Commuting Characteristics

In addition to the recreational benefits, bike and pedestrian paths can assist commutes to work, school, or other destinations, particularly for those with less resources. Although San Luis has a relatively lower incomes compared to the State of Arizona and Yuma County, most residents still have access to a personal vehicle. Consistent with the statewide and countywide averages, the vast majority of San Luis residents had access to and drove a personal vehicle to work in 2018. Only 1.3% of residents claimed they walked to work and 0.7% claimed they biked to work in 2018. However, over 6% of San Luis residents claimed they took public transportation to work, which is over 4% more than the statewide and countywide averages (1.9% each). This could suggest most residents would walk or bike to work if provided adequate facilities. Percentage of commuting modes of travel within San Luis are provided in **Figure 3-4**.

**Figure 3-4 Commuting Modes by Percentage of Population**



## Parks

### Existing Park Facilities

The City of San Luis owns and operates numerous parks and recreational facilities throughout the community. In total, there are 81.5 acres of park land across 31 parks of various sizes, many of which are used as retention basins. This equates to 1,159 parks per 1,000 residents and 2.3 acres per 1,000 residents.

Parks in San Luis are classified into five categories based on size and service areas, described in **Table 3-1**.

# CITY OF SAN LUIS | PARKS, PATHS & TRAILS MASTER PLAN

**Table 3-1 Park Categories**

**Pocket Parks**

Pocket parks are typically small open spaces dispersed throughout a community that provide light recreational activities.

Facility Size: < 3 acres  
Service Area: ¼ mile

**Neighborhood Parks**

Neighborhood parks are often centrally located within a neighborhood, and provide for a mix of recreational activities.

Facility Size: 3 to 12 acres  
Service Area: ½ mile

**Community Parks**

Community parks are located in easily accessible areas between multiple neighborhoods, and support multiple recreational facilities.

Facility Size: 12 to 30 acres  
Service Area: 3 miles

**Regional Parks**

Regional parks typically serve the broader community and are often nature preserves or major sport complexes.

Facility Size: > 30 acres  
Service Area: 10+ miles

**Special Use Parks**

Special use parks may be indoor or outdoor recreational facilities dedicated to a specific purpose or activity, such as historic or cultural sites.

Facility Size: NA  
Service Area: NA

**Table 3-2** identifies each park in San Luis and the acreage organized by the type of park. It should be noted that the City of San Luis does not currently contain any regional or special use parks. The recreational amenities provided by each park is identified in **Table 3-3** on the following page.

**Level of Service**

There are a number of methods for determining level of service (LOS) for parks, or the need for park facilities. Level of service is typically reflected as the total number of parks or total park acreage per measurable population segment. The National Recreation and Park Association (NRPA) maintains a comprehensive database of parks and recreation agencies across the U.S. According to the NRPA, a typical community of similar size to San Luis (20,000 to 49,999 residents) maintains 1,963 parks per 1,000 residents and 9.6 acres of park land per 1,000 residents. The City of San Luis is below this NRPA benchmark with 1,159 parks per 1,000 residents and 2.3 acres per 1,000 residents.

Although San Luis maintains a below average LOS for parks per the NRPA, each community is created differently and has different needs. It is important for the City of San Luis to increase its park LOS and ensure there is sufficient park space for its current and future residents.

**Table 3-2 San Luis Park Inventory**

<b>Parks by Type</b>	<b>Acreage</b>
<b>Pocket Parks</b>	
7th Place Retention	1.3
Arden Avenue Retention	0.3
B Street Retention	1.2
Beach Street Park	0.1
Cuatemoc Park	1.6
D Street Park	2.2
Garcia Lane Retention	1.5
Genevive Street Retention	0.6
Guerrero Avenue Retention	1.1
Independence Park	0.7
Kennedy Lane Retention	0.9
Kennedy Park	0.2
Kristal Street Retention	0.8
Liberty Street Retention	0.7
Los Olivos Park	0.8
Los Portales Avenue Retention	0.5
Olivos Retention	1.6
Rio Sonora Street Retention	0.7
San Luis Lane Retention	2.6
Sinoff Avenue Retention	1.1
Stephens Street Retention	0.5
Teresitas Avenue Retention	1.2
Torres Street Retention	0.8
<b>Neighborhood Parks</b>	
Alegria Park	3.0
Bienestar 9B Retention	5.3
Eligio Ramirez Park	3.9
Friendship Park	6.1
Joe Cabello Park	3.1
Los Alamos Park	2.9
Moctezuma Park	6.8
<b>Community Parks</b>	
Joe Orduño Park	27.1
<b>Total</b>	<b>81.2</b>

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Table 3-3 Recreational Amenities by Park

Park	Baseball/Softball Fields	Basketball Courts	Benches	Grills	Playgrounds	Pool	Ramadas	Restrooms	Skate Parks	Soccer Fields	Tennis Courts	Volleyball Courts	Walking Paths	Lighting
7th Place Retention			2	1	1		1			½				
Arden Avenue Retention			4	1	1									
B Street Retention					1					1				
Beach Street Park			1		1									
Cuatemoc Park							2			1				
D Street Park					1					1				
Garcia Lane Retention			2		1					1				1
Genevive Street Retention					1		1							
Guerrero Avenue Retention				1	1		1			½				
Independence Park		1			1		2							
Kennedy Lane Retention			3		1									
Kennedy Park					1									
Kristal Street Retention				1	1		1			1				
Liberty Street Retention										1				
Los Olivos Park					1									
Los Portales Avenue Retention					1									
Olivos Retention			3	1	1									1
Rio Sonora Street Retention		1					2		1					
San Luis Lane Retention			1		1		1			1				1
Sinoff Avenue Retention				1	1		1			½				
Stephens Street Retention				1	1		1							
Teresitas Avenue Retention			1				1			1				
Torres Street Retention				1	1		1							
Alegria Park			2	1	1		1			1				1
Bienestar 9B Retention					1		1			1				1
Eligio Ramirez Park			3	2	1		2	1		1				1
Friendship Park	1						2	1						
Joe Cabello Park		1		3	1		3	1	1					1
Los Alamos Park										1		2		
Moctezuma Park		1	1	4	2		4	1		1		1	1	1
Joe Orduno Park	3	2	3	3	1	1	3	1		2	3		1	3

## Bike and Pedestrian Paths

### Existing Bike and Pedestrian Network

The existing bike and pedestrian network in San Luis solely consist of sidewalks. The City does not contain any bike paths; however, most developed areas in San Luis do contain sidewalks. The most notable streets that lack sidewalks on either on side of the street or both sides of the street include the following:

- 10<sup>th</sup> Avenue
- San Luis Plaza Drive
- Juan Sanchez Boulevard east of William Brooks Avenue
- North 4<sup>th</sup> Avenue north of E Street
- County 22<sup>nd</sup> Street between Merrill Avenue and U.S. Route 95
- Urtuzuastegui Street between 1<sup>st</sup> Street and 2<sup>nd</sup> Avenue
- Urtuzuastegui Street between North 4<sup>th</sup> Avenue and 6<sup>th</sup> Avenue
- William Brooks Avenue between E Street and Juan Sanchez Boulevard
- Cesar Chavez Street between E Street and Juan Sanchez Boulevard
- 5<sup>th</sup> Avenue between California Street and Juan Sanchez Boulevard

These streets and street segments include collector and arterial streets located in the population core of the City and in Downtown San Luis. Providing adequate sidewalks along these key corridors is important for pedestrian safety and connectivity.

## Trails

### Existing Regional Trail Network

A trail network is most effective when connected regionally. Although the City of San Luis does not currently contain any off-street trails, assessing regional off-street trails is important to begin planning future trails within the City.

The City of Yuma maintains trails along the East Main Canal and West Main Canal, both of which travel to the City of San Luis. The City of Somerton, although does not currently have any off-street trails, developed plans for future off-street trails along Avenue E and Avenue F. These future connections will require close coordination with both the cities of Yuma and Somerton, as well as Yuma County and the Yuma Metropolitan Planning Organization.

## Sports Field Inventory and Analysis

Sports fields are an essential component to a community's parks system, particularly for a community with a younger population like San Luis. Sports fields contribute to a healthy, active lifestyle by providing spaces for programmable recreational activities. Additionally, sports fields attract users from other communities to participate in recreational games and tournaments.

## CITY OF SAN LUIS | PARKS, PATHS & TRAILS MASTER PLAN

The City of San Luis maintains the following sports fields:

- 4 baseball/softball fields
- 5 basketball courts
- 14 full soccer fields and 3 half soccer fields
- 3 tennis courts
- 3 volleyball courts

San Luis High School also contains four baseball/softball fields, four full soccer fields, six tennis courts, and two football fields. However, these are owned and maintained by the school district and not the City itself.

- San Luis Middle School maintains three full basketball courts and two full soccer fields.
- Desert View Elementary School has three full basketball courts.
- Cesar Chavez Elementary School has three full basketball courts.
- Ed Pastor Elementary School has two full basketball courts.
- Arizona Desert Elementary School has three full basketball courts.
- Rio Colorado Elementary School has two full basketball courts.



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## Plan Influences

San Luis's parks locations and the planned paths and trails network are influenced by a variety of conditions including planned land uses, planned circulation, origins and destinations, and trends in bicycle and pedestrian usage. This Chapter explores the influencing elements to the development of the San Luis Parks, Paths and Trails Plan.

## Previous Plans and Studies

Previous plans and studies related to parks and bicycle / pedestrian network in San Luis and the larger region were analyzed for relevant information to inform the development of the San Luis Parks, Paths, and Trails Plan. Plans and studies completed by the City of San Luis, ADOT, City of Yuma, Yuma Metropolitan Planning Organization (YMPO) and Yuma County were reviewed for regional information on parks, paths, and trails, including regional practices and design considerations. The previous plans and studies summarized in this section include:

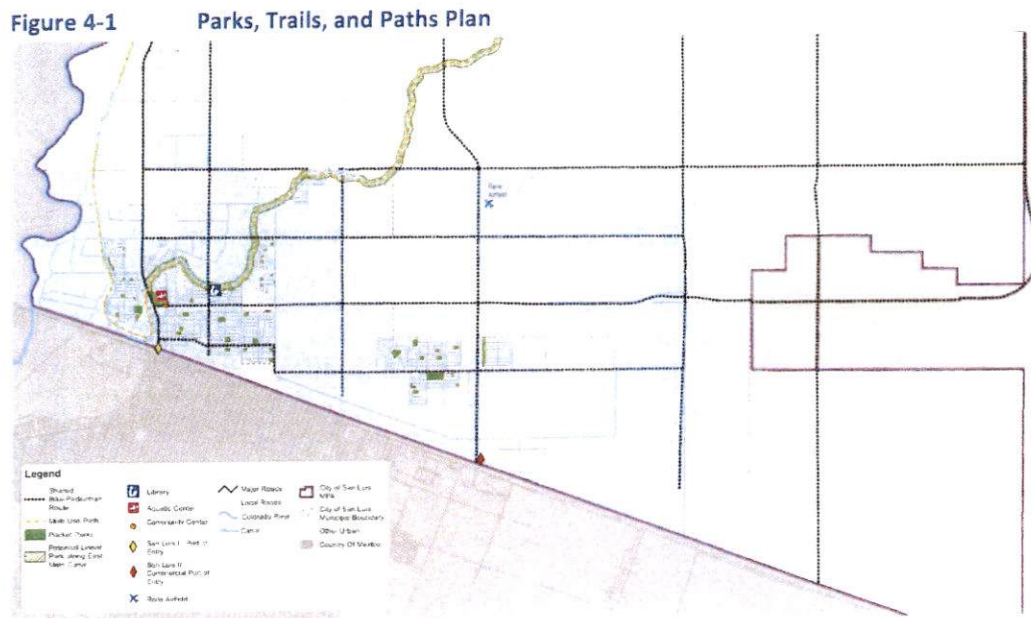
- San Luis 2040 General Plan
- San Luis Small Area Transportation Study
- ADOT Bicycle and Pedestrian Plan Update, 2013
- ADOT Binational San Luis Transportation Study, 2013
- Yuma Metropolitan Planning Organization (YMPO) – Regional Transportation Plan (RTP)
- YMPO Bicycle and Pedestrian Study
- Yuma County Comprehensive Plan

## San Luis General Plan

The San Luis 2040 General Plan was approved by the San Luis Mayor and City Council and ratified by a majority of voters in the City of San Luis. The San Luis 2040 General Plan identified goals, policies, and strategies addressing parks and open space to enhance passive and active recreational opportunities, the enjoyment of the outdoors. The Plan also provided policies and strategies to create a connected and safe network for active transportation facilities including bicycle and pedestrian travel. A primary recommendation of the Plan was to fund, develop, and implement this Parks, Paths, and Trails Plan to address parks and the active transportation network for walkers and bicyclists.

The San Luis 2040 General Plan identifies numerous goals and policies relative to parks and recreation and bicycle and pedestrian facilities in the City of San Luis. These policies were intended as the starting point for this Parks, Paths, and Trails Plan and were used to guide and inform the development of the parks system and bicycle and pedestrian network. Notable Goals, with associated policies from the San Luis 2040 General Plan are listed below.

The San Luis 2040 General Plan established an interim Parks, Paths, and Trails Plan, which was intended to be superseded by this Parks, Paths and Trails Plan. This interim plan from the San Luis 2040 General Plan is shown in **Figure 4-1**.



## City of San Luis Small Area Transportation Study

The purpose of this study was to inventory the existing conditions and characteristics of the roadway network in San Luis and to identify potential areas of improvement. The Plan focuses on a “Complete Streets” approach to future development of multi-modal facilities and suggests that San Luis is ideal for walking and bicycling due to its small geographic area and large volume of pedestrians and bicyclists crossing the US-Mexico border on a daily basis. The Plan suggests the following general recommendations for bicycle and pedestrian facilities:

- Improved crosswalks
- Pedestrian signals at major intersections
- Improved curb cuts at crosswalk locations
- Pedestrian amenities such as landscaping for shade
- Bulb outs or pedestrian refuge areas in appropriate locations
- Pedestrian crossing between Main Street and 1<sup>st</sup> Avenue
- Bicycle Lanes on Main Street and Juan Sanchez Boulevard
- Establish other low volume, low speed roadways as shared vehicle-bicycle facilities

## ADOT Bicycle and Pedestrian Plan Update, 2013

The Arizona Department of Transportation developed this plan to provide a long-term vision for a statewide system of interconnected and shared roadways integrating bicycle and pedestrian facilities. The ADOT Bicycle and Pedestrian Update is intended to guide ADOT transportation decisions related to bicycle and pedestrian travel, planning, and facility development. This plan identifies opportunities for sidewalk and shoulder improvements on state highways. The following policies are relevant to the state highway system through the City of San Luis:

**Arizona Department of Transportation State Transportation Board 1.** A stated policy of the ADOT State Transportation Board 1 is to encourage bicycling and walking as viable transportation modes, and actively work toward improving the transportation network so these modes are accommodated, by:

- Promoting increased use of bicycling and walking, and accommodating bicycle and pedestrian needs in the planning, design, and construction of transportation facilities along state highways.
- Developing design guidelines and measures that give the roadway designer flexibility in accommodating the needs of all users of the transportation facility.
- Develop design guideline implementation policies that balance the needs of motorists, bicyclists, and pedestrians.
- Pursuing the use of federal funds that are available for alternative modes.

**Arizona Department of Transportation, MGT 02-1 Bicycle Policy.** The ADOT Bicycle Policy, MGT 02-01 2, establishes uniform guidelines for accommodating bicycle travel on the state highway system. The ADOT Bicycle Policy Update in 2013 included provisions for bicycle travel in all new major construction and reconstruction projects on the state highway system and as part of pavement preservation, utility, and minor and spot improvement projects if the costs of accommodation are reasonable and feasible.

**Arizona Department of Transportation, Roadway Design Guidelines, 107.2 – Pedestrian Facilities.** The ADOT Roadway Design Guidelines<sup>3</sup> state that ADOT does not normally construct sidewalks as part of an ADOT highway project. However, in urban areas, the highway cross section should be designed to provide space for sidewalks to be constructed in the future by local agencies. The guidelines state that ADOT may construct additional sidewalks along local streets or urban arterial highways at the request of the local government, provided there is an agreement with the local government to pay ADOT's additional costs for design, construction, and right-of-way. Agreements with the local government for sidewalk maintenance must be executed before advertising the project for bids.

1 [http://www.azdot.gov/Board/PDF/Board\\_Policies\\_010411.pdf](http://www.azdot.gov/Board/PDF/Board_Policies_010411.pdf)

2 <http://tinyurl.com/ayrhf7g>

3 <http://tinyurl.com/59pmrr>, Page 100-13

### **ADOT Binational San Luis Transportation Study, 2013**

The ADOT Binational San Luis Transportation Study (BSLTS), 2013 was a joint effort by the City of San Luis, Ciudad de San Luis Rio Colorado and the Arizona Department of Transportation (ADOT). The primary objective of the study was to prepare a long-range multimodal transportation plan that addresses the most critical current and future transportation issues for the cities of San Luis, Arizona and San Luis Rio Colorado, Sonora, Mexico. The primary focus of the plan was to update the San Luis Small Area Transportation Study to provide an integrated transportation plan specifically addressing travel demands for all modes of travel to reflect changes in population and the economic interdependency of the two Cities, the resurgence of the maquiladora industry, the opening of San Luis Commercial Point of Entry II, and changes to future land use contemplated in the updated City of San Luis General Plan. The ADOT Binational San Luis Transportation Study objectives included:

## CITY OF SAN LUIS | PARKS, PATHS & TRAILS MASTER PLAN

- Enhance the mobility and connectivity of the transportation system at an international, regional, and local level
- Address pedestrian and bicycle needs
- Determine validity of current and planned bicycle and pedestrian infrastructure
- Enhance connectivity between modes of travel; vehicular, transit, and pedestrians
- Identify funding sources and strategies
- Communication with the advisory committee and the public

The BSLTS focused on students, employees, and recreational users of the international border crossing and identified the need for sidewalk connectivity and bicycle lanes and other facilities near and surrounding the “core activity area”. The BSLTS identifies examples of unsafe pedestrian crossings and lists low-cost intersection improvements through restriping pedestrian crosswalk areas. Three key short-term recommendations are highlighted relating to bicycle and pedestrian facilities:

- Conduct study to address pedestrian safety and mobility throughout the city, potential improvements could include pedestrian signal crossing locations and devices and/or pedestrian refuge islands
- Conduct study to review and research bicycle users travel patterns
- Review and research pedestrian and bicycle amenities specific to the needs of San Luis Rio Colorado.

### **Yuma Metropolitan Planning Organization (YMPO) – Regional Transportation Plan (RTP)**

The Yuma Metropolitan Planning Organization (YMPO) is a nonprofit metropolitan planning organization for the Yuma region. YMPO develops and implements the Regional Transportation Plan (RTP) with the overarching goal of development of a multimodal transportation system in the organization boundary. Jurisdictions that make up YMPO are the City of Yuma, Yuma County, the Cocopah Indian Tribe, the Town of Wellton, the Quechan Indian Tribe, the cities of San Luis, Somerton, and the Arizona Department of Transportation (ADOT). The RTP is a coordinated system of capital-intensive roadways projects, transit improvements, and pedestrian/bicycle facilities needed through 2041. The core mission of the RTP is to minimize impacts to society and the environment while providing for enough capacity and transportation choices to ensure the region’s economy continues to grow.

#### ***YMPO 2018-2041 Regional Transportation Plan***

The 2018-2041 Regional Transportation Plan applicable to the City of San Luis provides the following:

**City of San Luis** – Over two million pedestrians annually cross the U.S./Mexico border at San Luis POE I, giving the downtown area of the City of San Luis the highest level of pedestrian activity in the region. In 2015, the San Luis Street improvement project was completed, which included pedestrian improvements. The project included rerouting San Luis POE traffic away from the busy business district, which has significant pedestrian and bicycle traffic. POE traffic was moved to two local roads that were converted to one-way streets in an effort to relieve some of the traffic congestion and enhance safety.

By rerouting vehicle traffic from the San Luis POE away from Main Street, access to businesses along Main Street was improved to better accommodate pedestrians and bicyclists. It also allowed for additional parking, benches, new pavement, pavement striping, and landscaping.

ADOT installed the first pedestrian-activated signalized crosswalk in Yuma County, located at the intersection of US 95 (Main Street) and Urtuzuastegui Street. This special type of traffic light, known as the Pedestrian Hybrid Beacon, is a system of indicator lights and signs that controls vehicle traffic to assist pedestrians in safely crossing a major street or highway at a marked cross-walk that does not have a standard traffic signal.

The San Luis General Plan includes policies that promote the installation of new pedestrian facilities such as sidewalks, overpasses, pedestrian signals at major intersections, improved curb cuts at crosswalks, and pedestrian refuge areas.

The YMPO 2018-2041 Regional Transportation Plan identifies existing and planned improvements to the two international border crossing to improve pedestrian and bicycle facilities. The narrative from the 2018-2041 RTP is as follows:

### **Border Infrastructure – International POEs in the Region**

The YMPO region is currently served by two international POEs. Combined, the two POEs represent the highest level of border activity in the State of Arizona. About 30 percent are passenger vehicles and 11 percent are commercial vehicle crossings. Historically, POEs in the YMPO region account for approximately five percent of the value of all goods crossing the Arizona-Sonora border.

San Luis POE I was constructed in 1930 and later expanded in 1984 and 1991. It is located in the downtown commercial center in the City of San Luis at the terminus of Main Street (US 95) provides cross-border patrol inspection of passenger vehicles, bicycles, and pedestrians. Vehicular congestion exists along US 95 as a result of U.S. Customs and Border Protection (CBP) inspection protocols for southbound vehicles exiting to Mexico. Congestion at the San Luis POE I increase during the agricultural produce season. A reconstruction of the San Luis POE I is planned, which will improve pedestrian processing pace and reduce wait times for cross-border travelers entering the U.S. in a safe manner consistent with security measures in place by agencies operating the POE. In 2014, almost 229 million pedestrians used this border crossing. This proposed project will not change either the ingress or egress points to the POE. Pedestrians coming into the US from Mexico would, upon leaving the new processing building, utilize the existing sidewalks leading north to Urtuzuastegui Street.

ADOT completed a San Luis Street improvement project to improve traffic and pedestrian mobility through the San Luis POE, to reduce conflicts between motorists, bicyclists and pedestrians, to improve drainage in the project area, and to enhance and revitalize the business district on Main Street. The project included:

- Constructing two roundabouts: D Street at US 95 and Urtuzuastegui Street at US 95
- Converting Archibald Street (SB) and 1<sup>st</sup> Avenue (NB) to one-way streets
- Reconfiguring NB traffic from the POE directly to 1<sup>st</sup> Avenue with accessibility to US 95 from Urtuzuastegui Street (EB and WB)
- Converting US 95 from a five-lane facility between the planned Urtuzuastegui Street mini-roundabout and D Street roundabout into a two-lane local road.
- Constructing a transition road from the F Street/US 95 intersection, which is north of the D Street roundabout, west to Archibald Street

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- New construction, reconstruction, and widening of Archibald Street from a two street to a three-lane one-way SB facility from F Street to Urtuzuastegui Street
- Construct an additional EB lane on Urtuzuastegui Street from Archibald Street to the LPOE
- Provide amenities on US 95 to accommodate pedestrian and bicycle traffic

San Luis POE II, built in 2010, is located approximately five miles east of San Luis POE I at the terminus of Avenue E. It provides commercial vehicle inspection and direct access to SR 195. San Luis POE II was designed with the potential for expansion to accommodate up to 650 commercial vehicles per day, as well as the potential to add facilities for passenger vehicles, pedestrians, and bicyclists.

## Arizona-Sonora Border Master Plan

ADOT, in cooperation with the State of Sonora, Mexico and numerous bi-national federal, state, and local stakeholders, completed the Arizona-Sonora Border Master Plan (2013), which identified and ranked a series of POE, multimodal infrastructure, and rail projects that would enhance travel across the border.

Arizona Sonora Master Plan Recommendations. A number of projects evaluated during the Arizona-Sonora Master Plan were among the necessary capital improvement projects that have been completed or are in planning and design. Highly ranked projects recommended in the Arizona-Sonora Border Master Plan are shown on **Table 4-1**. As described previously, improvements to the POE I are currently being planned.

**Table 4-1 Arizona-Sonora Border Master Plan Highly Ranked Projects**

POE Project Description	2016 Status
San Luis I - SENTRI Primary Booth Project	In Process
San Luis I - Pedestrian Pop-out Project #1	In Process
San Luis I - Pedestrian Pop-out Project #2	In Process
San Luis II POV/Pedestrian Processing Facility	Not currently in development
San Luis I - Outbound Technology Project	In Process
San Luis I - SENTRI Secondary Inspection Area	In Process
San Luis I - Expansion and Modernization	In Process
San Luis I Outbound Inspection Infrastructure	In Process
San Luis I - Primary Booth Replacement Project	In Process
San Luis II - New Rail POE	Not currently in development

## YMPO Bicycle and Pedestrian Study

The 2020 YMPO Bicycle and Pedestrian Study was assessed for relevant information to the development of bicycle and pedestrian network within the City of San Luis. This study was funded by the Yuma Metropolitan Planning Organization (YMPO) in March 2020 and provides recommendation for enhanced bicycle and pedestrian facilities, including design guidelines. The purpose of the study was to evaluate existing bicycle and pedestrian facilities within the YMPO region and determine additional facilities that would promote walking and biking in the YMPO region.

## Yuma County Comprehensive Plan

The purpose of the Plan is to conserve natural resources of Yuma County in addition to promoting the health, safety and convenience of the general public through the development of unincorporated Yuma County. The Plan identified opportunities for linking natural resources within the County. The Plan does not identify any specific proposed pedestrian or bicycle facilities but does include policy guidance to better accommodate pedestrian and bicycle traffic in road design, construction, or reconstruction.

## Land Use Analysis

### Future Land Use

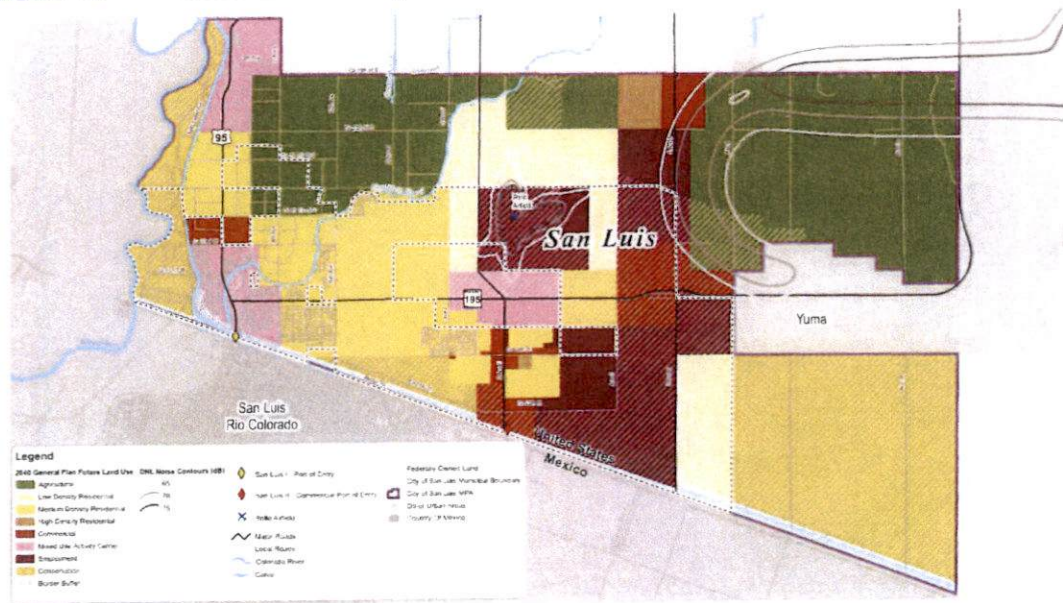
Future land use is an important consideration in the development of an integrated park system and a connected bicycle and pedestrian network. Park service areas are located within future projected residential areas and the bicycle and pedestrian network links shopping, employment and residential areas of the community. This section explores future land uses in San Luis to identify areas appropriate for parks, paths, and trails.

The San Luis 2040 General Plan establishes the planned land uses to provide for future growth and development of the community. The Future Land Use Map (FLUM) is provided as **Figure 4-2** and depicts the location of future residential, commercial, employment, agricultural, and open space uses for the planning area, and summarized as follows:

- **Residential.** Planned future residential land uses are located primarily in central and western portions of the planning area and are comprised of varying residential densities serving a range of future residential land uses. Community and neighborhood parks should be focused primarily in the area to provide accessible park locations to serve existing and future residents of the city.
- **Commercial and Mixed-Use Activity Areas.** The FLUM designates three primary areas for commercial and mixed-use development in the central, northwest, and within the downtown area of the city. Community and neighborhood parks are appropriate in areas in proximity to high-density residential land uses but are not consistent with the intended development character of commercial and office development areas. Open space and recreation areas within non-residential development should be focused in smaller urban parks and plazas integrated with commercial and office development to provide for passive recreation areas for entertainment and social interaction.
- **Employment.** Areas for future employment uses are planned primarily in the central portion of the planning area in proximity to San Luis II Commercial Port-of-Entry. These areas are planned for employment uses focused on manufacturing, distribution, light industrial and logistics. Open space needs within these areas should be provided with plaza areas integrated with the employment use to provide for passive open space uses for relaxation of employees within the development.

- Agricultural.** 28% of the planning area is designated for agricultural uses. The San Luis economy is significantly influenced by agriculture, a major economic driver in Yuma County. Agricultural designated areas are located in the northeast, northwest and western portions of the planning area and policies established by the San Luis 2040 General Plan intend to conserve these areas for agricultural production and protect them from intrusion of future development. As such, these areas do not require community and neighborhood park development based on the intended agricultural land use.
- Airfield Operations.** Rolle Airfield and Auxiliary Field #2 (AUX-2) impact the character and type of future land uses in the north-central and northeast portion of the planning area. These areas are impacted by noise from air operations from these facilities and as a result, planned land uses within noise impacted areas are limited to employment, commercial, and agricultural land uses. The need for future community and neighborhood parks in these areas is limited based on the influence of air operations from these facilities and the non-residential land use character of these areas.

Figure 4-2 Future Land Use Map



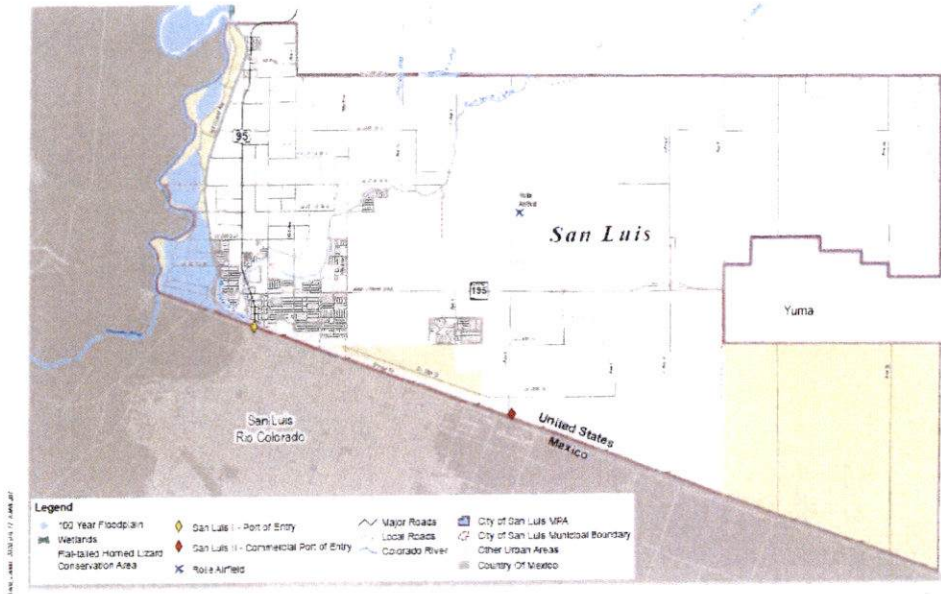
## Land Ownership

Land ownership patterns influence where future development is possible and therefore where future community and neighborhood parks are needed to serve residents. A significant portion of land within San Luis is under public ownership, with 81% of the Planning Area Boundary under state or federal ownership and management. The potential location of future parks to serve San Luis is influenced by this characteristic of publicly owned land as a significant amount of land may remain under public ownership and therefore not be available for future development, including future community and neighborhood parks. **Figure 4-3** illustrates the location of private, state and federally owned land, which is summarized as follows:

- **Bureau of Reclamation (BOR).** 56% of the San Luis Planning Area Boundary is owned and managed by the Bureau of Reclamation, located in the southeast and east-central portion of the planning area. A large tract of BOR held land in the southeast portion of the planning area is reserved as a conservation area for the Flat-tailed Horned Lizard and may preclude future development in this area. As such, future community and neighborhood parks will not be needed in this area reserved for conservation and species protection. BOR held land within the east-central portion of the planning area is not a conservation area and discussions should be held with the BOR to determine the potential for sale or lease for future residential and non-residential development.
- **Arizona State Land Department (ASLD).** 21% of the San Luis Planning Area Boundary is owned and managed by the Arizona State Land Department. The ASLD manages this land for the benefit of public trusts, such as the public-school system, and therefore this land located in the northeast portion of the planning area may eventually sold or leased for private development. As such, the ASLD land should be considered as ultimately available for private development and community and neighborhood parks should be planned to serve future residential development in this area.
- **Bureau of Land Management (BLM).** 4% of the Planning Area Boundary is owned and managed by the Bureau of Land Management. This BLM held land is located in the southwestern portion of the planning boundary adjoining the international border with Mexico. BLM policies on land sales or land trades vary and depend on the size of the tract of land and contiguity with other BLM land to fulfill the land management goals and policies of BLM. Discussions should be held with the BLM to determine the potential for sale or lease of this land for future residential and non-residential development, which would necessitate the need for community and neighborhood parks in this area.
- **Private Land.** 19% of land within the Planning Area Boundary is privately held, located primarily in the central and western portion of the planning area. Existing and future development within San Luis is located in this area and future community and neighborhood parks should be focused in this area to serve the residents of San Luis.



Figure 4-4 Environmentally Sensitive Lands



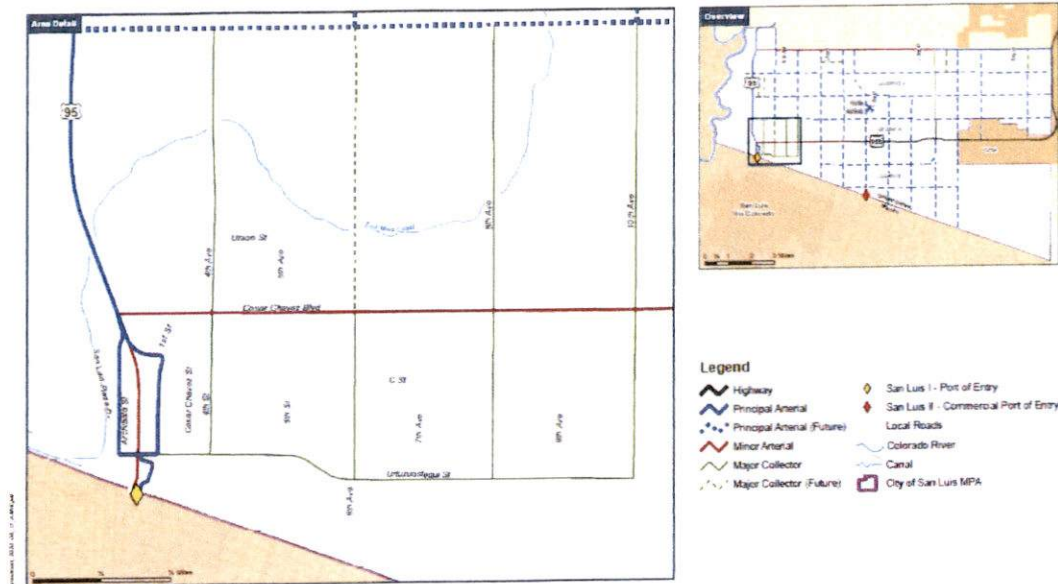
## Corridor Analysis

The major streets and intersections in San Luis shape and define future land uses, providing for primary vehicular circulation, bicycle routes, and pedestrian corridors to support higher density and intensity land uses. Two primary circulation routes serve the San Luis area, US Highway 95 (US-95) and State Route 195 (SR-195). This section explores the planned future functional classifications of roadways in San Luis, analysis of primary travel corridors, and primary trip generators which are utilized in the creation of a connected bicycle and pedestrian network to serve the community.

## Future Roadway Network

The San Luis 2040 General Plan provides a future Circulation Plan which establishes the framework for development of the future roadway network, bicycle and pedestrian network, and public transit services. The future roadway network was coordinated with the Future Land Use Plan to assure the future roadway network accommodates project increases in travel demand, traffic volumes, pedestrian movements, bicycle usage, and transit services associated with planned land uses. Existing and proposed major roadways anticipated to be needed to support forecasted travel demand are depicted on **Figure 4-5**.

Figure 4-5 Circulation Plan



## Functional Classification of Roadways

The San Luis 2040 General Plan establishes five functional classifications of roadways to serve the future growth and development of San Luis. These functional classifications are consistent with regional and federal guidelines and approved by the State of Arizona and the Federal Highway Administration (FHWA). This plan utilizes these roadway classifications to establish the connect bicycle and pedestrian network to serve existing and future residents of the City of San Luis. The characteristics of these functional classifications are included within the descriptions of each class of roadway provided below.

- **Interstate and National Highways.** The Interstate Highway (IHS) and National Highway System (NHS) of U.S. Routes represent the highest functional order in that these facilities are intended to support high speed travel over long distances and, therefore, offer the greatest mobility while eliminating direct access.
- **Principal Arterial.** Principal Arterials are capable of carrying large traffic volumes and form the primary roadway network within and throughout the City, MPA, and greater southeastern Yuma County region. These facilities provide a continuous road system supporting longer-distance trips at relatively high speeds, connecting major destinations and activity centers, such as the downtown, major suburban centers, commercial districts, and industrial areas.
- **Minor Arterial.** The minor arterial system connects with the principal arterial system and supports trips of moderate length at relatively higher speeds. Minor Arterials do not penetrate residential neighborhoods, but these facilities do aid in distributing vehicles to the collector system, which serves such neighborhoods more directly. Minor arterials typically are spaced at one-half mile and provide limited access to adjacent or abutting properties.



- **Major Collector.** Major Collectors support traffic circulation within lower density areas and provide connectivity with the arterial system. Major collectors carry a higher traffic volume than minor collectors. Unlike arterials, these facilities generally have low side friction traffic resulting from some permitted access to adjacent or abutting properties and, therefore, lower speeds are attained compared to the arterial system.
- **Local Roadways.** The remainder of the roadway network in the MPA is formed of Local Roadways. These facilities generally support short trips and maximize access to adjacent or abutting properties. Local roads connect traffic movements primarily with the collector system, although some may have access to the arterial system. Local roads have the lowest speed limit and carry low volumes of traffic. In some areas, these facilities may be unpaved and connect adjacent lands involving relatively short distances.

### Roadway Characteristics

Roadway physical characteristics including cross-sections and design features vary based on location, traffic flows, and travel demand. The San Luis 2040 General Plan establishes the generalized roadway characteristics for each functional roadway, recommended cross-sections, and other design features.

Table 4-2 provides the physical characteristics for the five functional classification designations for the City of San Luis.

Table 4-2 Roadway Functional Classifications and Physical Characteristics

Facility Classification	Minimum Right-of-Way (ROW)*	Travel Path	Median Width	Sidewalks
Interstate and National Highways	Varies	Varies	Varies	Varies
Principal Arterial	130 feet	42'/42' - 2 lanes	14' raised	Both sides
Minor Arterial	110 feet	39'/39' - 2 lanes	14' raised	Both sides
Major Collector	80 feet	27'/27' - 1 lane	14' left turn lane	Both sides
Minor Collector	60 feet	20'/20' - 1 lane	None	Both sides
Local Roads	50 feet	36'	None	Both sides

\*Also referenced as the "Cross-Section"

### Bicycle and Pedestrian Network Integration

An important part of daily life in San Luis is the bicycle and pedestrian network which serves resident travel and cross-border commuting associated with the U.S.-Mexico border. A convenient and connected bicycle and pedestrian network is essential for residents who use bicycles and pedestrian linkages to get to work, school, and other locations within the community. As such, integration of bicycle and pedestrian facilities with new roadways is essential to support community-wide travel and accessibility. Additionally, many people access available YCAT transit services for travel outside the city and therefore safe and secure bicycle storage facilities should be included adjacent or within YCAT transit facilities to accommodate bicyclists utilizing the network.

## **Trip Generators and Corridor Opportunities**

Primary origins and destinations within the City of San Luis are important to understand to determine where bicycle and pedestrian trips are generated and the primary destinations where trips need to reach. Understanding areas within San Luis that have the highest opportunity for bicycle and pedestrian trips is essential for developing a convenient a connected network to serve the community. Corridor opportunities are natural or man-made features are linear elements that traverse the city such as canals or river corridors that provide a significant opportunity to connect origins and destinations for bicycle and pedestrian travel. These primary trip generators and corridor opportunities were utilized in the creation of the bicycle and pedestrian network of this plan and include the following:

### ***Areas of Planned Development***

The City of San Luis 2040 General Plan Future Land Use Map was evaluated to identify higher density residential, higher intensity non-residential, and mixed-use activity centers that generate trips or serve as primary destinations to the bicycle and pedestrian network. Additionally, known areas of planned development were considered and reflected in the development and refinement of the planned bicycle and pedestrian network.

### ***Growth Areas and Activity Centers***

Three primary growth areas were identified by the San Luis 2040 General Plan based on existing and projected attributes of these areas. These growth areas include the three designated Activity Centers on the FLUM and reflect the primary community focal areas for community gathering, shopping, entertainment, and employment and are located in areas supported by existing or planned infrastructure and services.

### ***Planned Employment Areas***

The location of major future employment areas, as established on the Future Land Use Map of the City of San Luis 2040 General Plan were integrated into the planned bicycle and pedestrian network as potential destinations for bicycle and pedestrian travel.

### ***Schools***

Bicycling or walking to school is part of daily life in San Luis and therefore education facilities were considered in the development of the bicycle and pedestrian network. Currently, San Luis is served by seven elementary/middle/junior high schools, one high school and two charter schools. As of 2019, enrollment in these schools was 8,565 students. San Luis is served by one post-secondary college, Arizona Western College.

### ***Community Facilities***

Community facilities include libraries, post offices, recreation centers and government service where residents are likely to visit. These facilities were integrated into the planned bicycle and pedestrian network to provide convenient access to these facilities and surrounding neighborhoods to ensure residents have optimal access to city and community services.

**Parks**

The existing park and recreation facilities in San Luis were integrated into the planned bicycle and pedestrian network to provide convenient access for residents to these community recreation areas and facilities.

**Transit Nodes**

Existing and planned transit stops were considered in the development of the future bicycle and pedestrian network to provide connectivity for last-mile trips. The first-last-mile describes the gap in the public transportation system where the user must travel further to their ultimate destination after they have arrived at the transit stop. This makes it necessary to provide sidewalks and paths from bus stops and transit nodes that connect destinations to neighborhoods.

**Border Crossings**

San Luis contains two international border crossings between the United States and Mexico. A significant number of people crossing the border use bicycles or walking as a mode of travel and therefore the bicycle and pedestrian network provides primary linkages to both international border crossings.

**Irrigation Canals**

San Luis is traversed by a number of irrigation canals which are privately owned and operated. These canals run in a generally linear orientation, making them a significant opportunity for path and trail linkages if coordinated with private property owners. Paths and trails along irrigation canals must serve a dual purpose providing for connectivity and facility maintenance access.

**Primary Origin and Destinations Summary**

Table 4-3 below provides a summary of primary origin and destinations within the City of San Luis.

**Table 4-3 Active Travel Origin and Destination Locations**

Origins	Destinations
Population Density	Schools
Employment Density	Transit Stops
Low- and Moderate-Income Groups	Community Facilities
Percent Who Walk, Bike or Use Transit to Commute to Work	Commercial Land Use
Percent of Zero-Vehicle Households	Employment Land Use
Density of Children (16 and Under)	Parks and Open Space
Density of Seniors (65 and Older)	Activity Centers
Density of People with Disability	
Border Crossings	

**Border Influences**

San Luis is advantageously located along the international border between the U.S. and Mexico. There are two international land ports of entry (LPOE) located in the City. San Luis LPOE I is located in Downtown San Luis near the intersection of Main Street and Urtuzuastegui Street. This LPOE supports personal vehicle, bus, truck, and pedestrian crossings. San Luis LPOE II is located approximately five miles east near the intersection of Avenue E and County 25<sup>th</sup> Street, but only supports truck crossings.

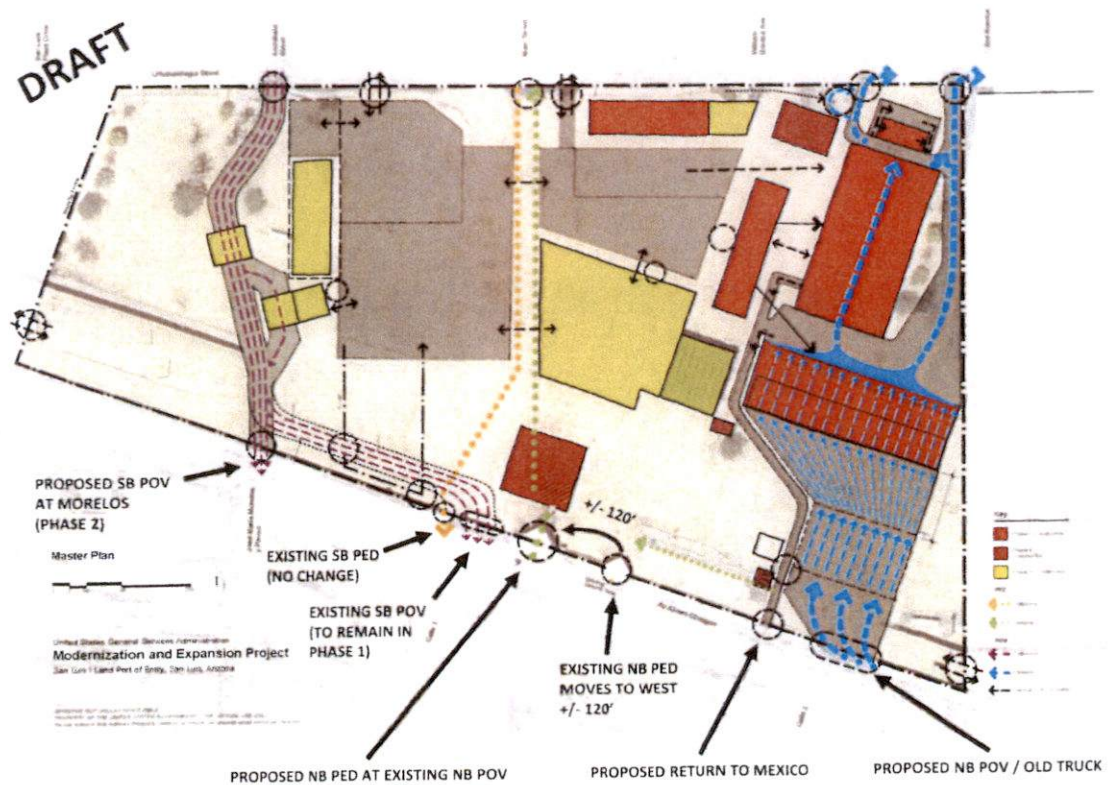
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However, the City envisions San Luis LPOE II to open to personal vehicle, bus, and pedestrian crossings in the future.

The San Luis LPOE I delivers millions of people each year into Downtown San Luis. In 2019, 2.8 million vehicles drove through the San Luis LPOE I, along with nearly 5.1 million passengers. These numbers are actually down from 2018 when approximately 3.3 million vehicles and 5.9 million passengers passed through the San Luis LPOE I. Although not all personal vehicles and their passengers remain in San Luis after crossing the border, it can be assumed that a portion of those do. Those that do should be included as potential parks, paths, and trail users.

In addition to the 2.8 million vehicles in 2019, over 2.5 million pedestrians passed through the San Luis LPOE I from Mexico to San Luis. This averages to nearly 7,000 people per day arriving from Mexico by foot. These people often rely on the City's pedestrian paths and trails to reach their destinations in the community.

San Luis LPOE I is slated for modernization that includes a significant expansion and redesign to better accommodate the traffic and pedestrian volumes. This expansion will impact the former location of Friendship Park.



San Luis I Land Port of Entry draft modernization, City of San Luis, US Government

## Six E's

The planning of bicycle and pedestrian networks and programs is guided by six core elements. Program funding for bicycle and pedestrian programs including the Safe Routes to Schools Program and the Bike and Walk Friendly Communities Program is evaluated based on these six criteria which must be addressed in order to receive funding for bicycle and pedestrian programs in a candidate community. The 6 E's are: Education, Engineering, Encouragement, Enforcement, Equity, and Evaluation<sup>1</sup>, described below.

- **Education.** Giving people of all ages and abilities the skills and confidence to ride. Providing the community with the skills to walk and bicycle with care, educating them about the benefits of walking and bicycling, and teaching them about the broad range of active transportation choices.
- **Engineering.** Providing a well-connected bicycle and pedestrian network, consisting of quiet neighborhood streets, conventional and protected bike lanes, shared use trails, and policies to ensure connectivity and maintenance of these facilities. Creating safe and convenient places for bicycling and walking through the built environment.
- **Encouragement.** Generating enthusiasm and increased walking and bicycling for students through events, activities and programs. Creating a strong bicycle culture that welcomes and celebrates bicycling through programmed activities.
- **Equity.** Ensuring that all families and people of all ages and abilities have the same access to active transportation programs and facilities. Ensuring that bicycle and pedestrian programs are benefiting all demographic groups.
- **Enforcement.** Deterring risky traffic behaviors and encouraging careful walking and bicycling habits. Ensuring safe roads for all users through local law enforcement.
- **Evaluation.** Developing a seamless network that emphasizes short trip distances, multi-modal trips and is complemented by encouragement, education, and enforcement programs to increase usage.



## The Plan

### Park Classifications

The San Luis 2040 General Plan establishes four broad park classifications which were intended to be refined and further developed as part of the San Luis Parks, Paths and Trails Plan. These park classifications have been redefined in this section and reflect best practice research, data analysis, aerial photography analysis, and park visits conducted as part of the Inventory and Analysis section.

**Table 5-1** below reflects the new Parks Classification Descriptions established by the San Luis Parks, Paths, and Trail Plan which supersede the classification descriptions within the San Luis 2040 General Plan. The new Park Classification Descriptions classify parks based on the size, service area, scale, and types of amenities.

**Table 5-1 Parks Classification Descriptions**

PARK CLASSIFICATION	ACRES	MINIMUM REQUIRED AMENITIES	SERVICE RADIUS
Community Park	Greater than 30 acres	Community park amenities include all of the following amenities at a minimum: playground, picnicking, open turf areas, lighted sports fields, large group ramadas/shelters, benches, picnicking areas, restrooms, off-street parking, lighting, and walking paths/trail connections. Other amenities that may also contribute, but are not required include lighted courts, community pools, indoor gymnasiums, destination playgrounds, and splash pads	3.0 Mile
Neighborhood Park	2 to 30 acres	Neighborhood park level amenities include all of the following amenities at a minimum: open turf areas, off-street parking, lighting, restrooms, play equipment, ramada/shelter, walking paths/trail connections, and picnicking areas. Other amenities that may also contribute, but are not required include courts, large group ramadas/shelters, sand volleyball courts, practice fields, dog parks and splash pads	0.5 Mile
Pocket Park	Less than 2 acres	Park amenities that may contribute, but are not required include such uses as open turf areas, minor play equipment, ramada/shelter, lighting, and picnicking areas	0.25 Mile
Special Use Park	Varies	An indoor or outdoor park or facility dedicated to a specific or limited purpose recreational activity, including aquatic facilities, linear parks, skate parks, water parks, performing arts facilities, historic sites, and similar community uses	Varies

## Park Goals and Policies

The following goals and policies were developed based on the San Luis 2040 General Plan, resident and stakeholder input, and influenced by best practice research. Goals are statements that if collectively implemented will achieve fulfillment of the vision established for this planning effort. Policies are established action steps to attain each goal. These goals and policies are intended to be implemented and applied during the development approval process for new development.

### Goal 1: Develop a Comprehensive System of Parks

Develop and implement an integrated system of parks with both active and passive recreational opportunities to meet the needs of the community.

- Policy 1.1** Require developers to provide for the parks needs of residents of their communities through park land dedications and proportional improvements to park areas in conjunction with the development review and rezoning processes.
- Policy 1.2** Continue implementation of a park hierarchy consisting of pocket parks, neighborhood parks, community parks, regional parks, and special use parks.
- Policy 1.3** Annually prioritize park improvements in the Capital Improvement Program.
- Policy 1.4** Promote larger, centralized parks rather than incremental, smaller pocket parks.
- Policy 1.5** Explore opportunities to develop linear parks and trails along canals and drainage channels.
- Policy 1.6** Provide for the enhancement and maintenance of parks through public-public partnerships, public-private partnerships, volunteer programs, and other agencies or entities as appropriate.
- Policy 1.7** Ensure required park dedications are completed at the subdivision platting stage of development.

### Goal 2: Provide Convenient Park Locations.

Varying level of park types should be easily accessible to all residents.

- Policy 2.1** Prioritize new park land acquisition and improvements in areas where there is a deficiency in level of service.
- Policy 2.2** Require new residential developments to meet or exceed established level of service (LOS) standards for parks, including a diverse array of quality amenities.
- Policy 2.3** Encourage parks to be centrally located and accessible to multiple neighborhoods. Encourage parks to capitalize on viewsheds and be collocated with schools where appropriate.
- Policy 2.4** Ensure functional design of parks with pocket parks located within a ¼ mile radius and neighborhood parks located within a ½ mile pedestrian shed from neighborhoods.

- Policy 2.5** Require parks in residential areas that are appropriately scaled to the size of the neighborhood served and meeting the needs of all age demographics.
- Policy 2.6** Parks and recreational facilities should be linked with paths and trails to provide for ease in accessibility.

### **Goal 3: Develop Quality Parks with Diverse Amenities**

Parks should provide a variety of amenities and services to meet needs of residents.

- Policy 3.1** Ensure residential development provides quality amenities in parks to meet the diverse recreational needs of residents.
- Policy 3.2** Develop parks that meet specific users group needs and with recreational amenities reflecting new and emerging recreational trends.
- Policy 3.3** Provide fenced dog parks, dog runs, and dog-friendly amenities such as waste bag dispensers, watering locations, and refuse containers as a component of new parks.
- Policy 3.4** Incorporate static or bodyweight fitness equipment within parks and/along trails to provide recreational opportunities for different interests and age groups.
- Policy 3.5** Provide consistent branding and theming in city parks with architectural, landscaping and signage consistency.
- Policy 3.6** Provide a balance of both indoor and outdoor recreational facilities that provide relief from extreme weather conditions and thereby promoting year-round recreational opportunities.
- Policy 3.7** Encourage non-residential development, such as commercial and employment developments to provide park amenities including outdoor plazas, forecourts, and open space for passive enjoyment of employees and customers.
- Policy 3.8** Diversify park system with large facilities that can support tournaments, league play and community events to enhance economic development opportunities and to generate revenues.
- Policy 3.9** Require private maintenance by homeowners' associations of smaller pocket parks within neighborhoods.

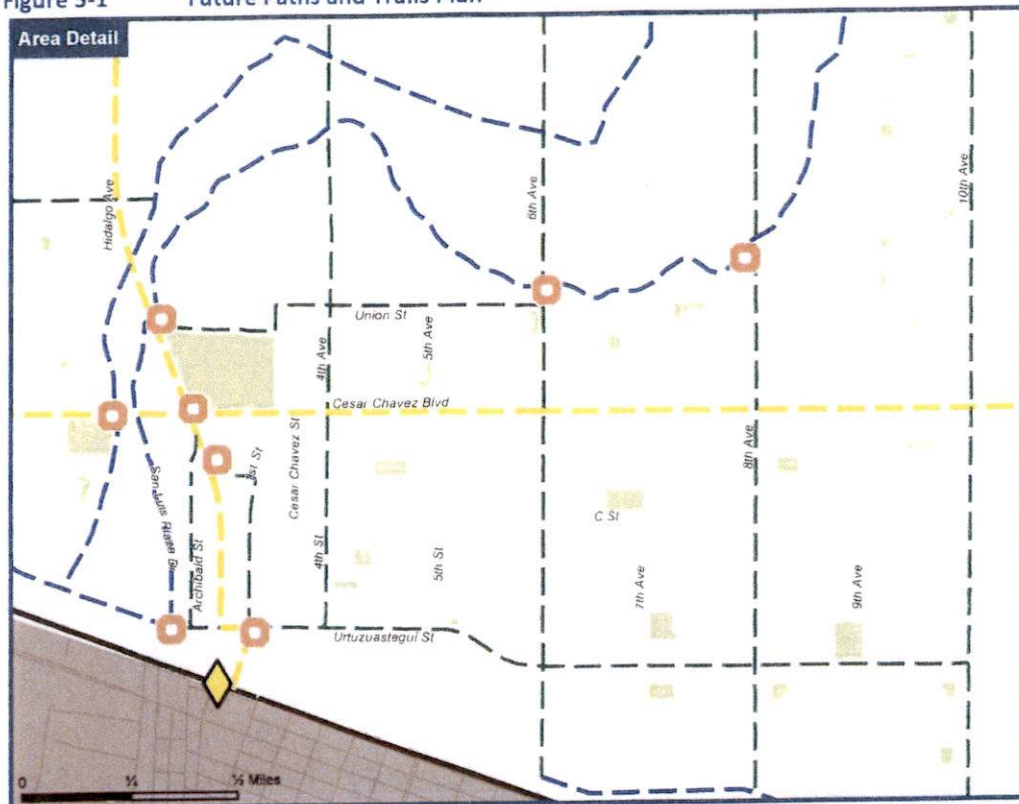
### **Future Paths and Trails Plan**

The Future Paths and Trails Plan is provided as **Figure 5-1** and delineates the location of future pathways for Primary Spine, Arterial, and Canal streets. The generalized location of future trailheads are also depicted on this figure. Collector and Local Roadways are not depicted and are intended to be designated by the City of San Luis through the development approval process.

## On-Street Bicycle and Pedestrian Paths Classifications

The On-street Bicycle and Pedestrian Path classifications are based on the different functional roadway classifications established by the Circulation Plan of the San Luis 2040 General Plan. These on-street classifications are described below and depicted on the following illustrative cross-sections.

Figure 5-1 Future Paths and Trails Plan



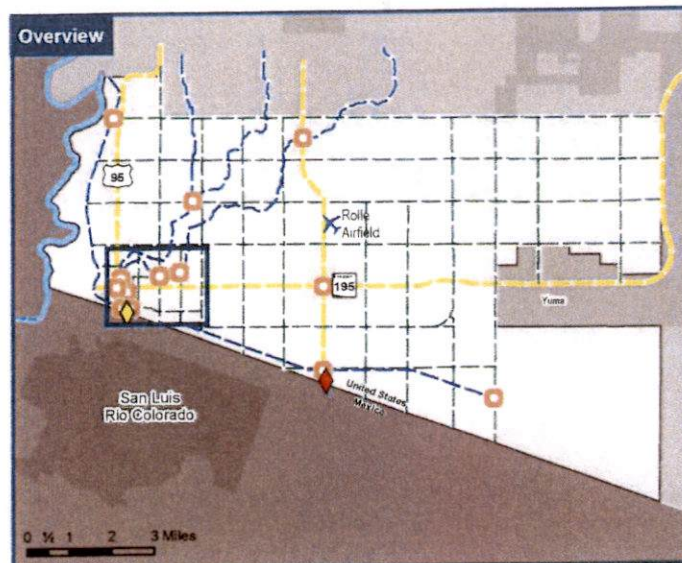
### Legend

Path / Trail Tier

- Primary Spine
- Canal Trail
- Arterial Street
- Trailhead
- Park Space
- ◇ San Luis I - Port of Entry
- ◇ San Luis II - Commercial Port of Entry
- ~ Colorado River
- City of San Luis Municipal Boundary
- City of San Luis MPA



Source: Carlos Efraim Porto Tapachén  
 Origenes Soluciones Geográficas  
 USGS U.S. Census OpenStreetMaps  
 geofabrik.de

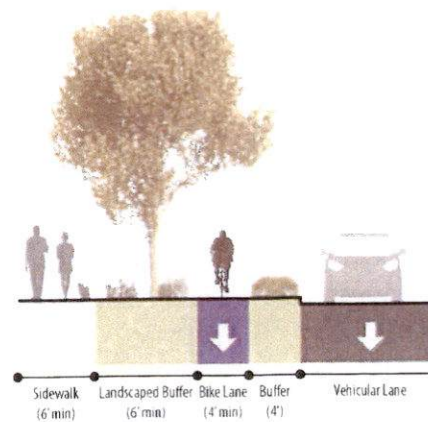


### Primary Spine Roads

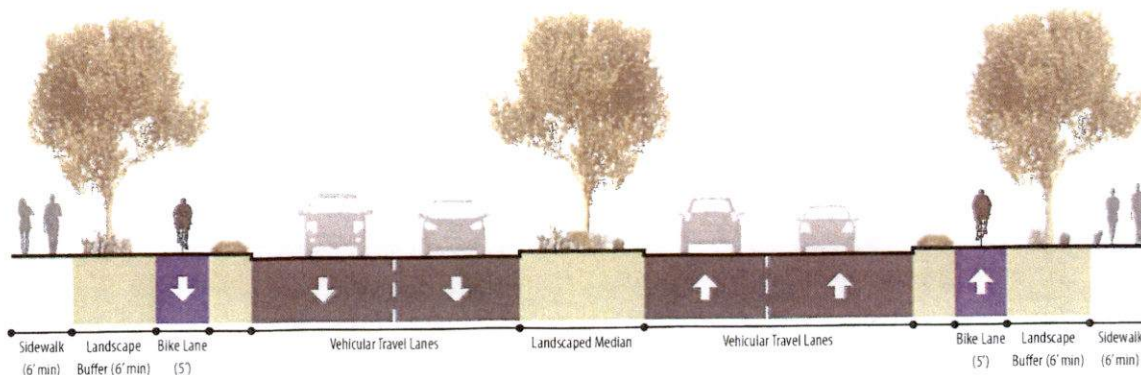
Primary Spine Roads are intended for high traffic volumes at high traffic speeds, creating a high level of stress for bicyclists and pedestrians. Although Primary Spine roads produce high stress levels for bicyclists and pedestrians, Primary Spine roads may provide the best route to a destination. To reduce stress levels and foster a comfortable travel environment, bicycle facilities are separated from pedestrian facilities with a landscape buffer. A landscape buffer between the roadway and pedestrian facilities should also be provided to further separate pedestrians from high-speed traffic to reduce traffic stress and encourage facility use.

U.S. 95 North and Cesar Chavez Boulevard are the two Primary Spine roadways established by the Plan. A portion of Cesar Chavez Boulevard was designed prior to this plan and therefore this segment does not meet the full level of improvements consistent with this plan. Future roadway infrastructure improvement plans to Cesar Chavez Boulevard will be required to meet the full level of improvements specified by this Plan. The cross-sections for Primary Spine roadways is illustrated on **Figure 5-2** and provides for the sidewalk and bike path to be separated with a six foot (6') landscape buffer, and one providing for the sidewalk and bike path to be combined and separated from the roadway with a six foot (6') landscape buffer. **Figure 5-3** provides a concept for Cesar Chavez Boulevard. **Figure 5-4** illustrates the current ADOT 30% design configuration of Cesar Chavez Boulevard which includes on-street bike lanes. **Figure 5-5** provides a concept for U.S. 95.

**Figure 5-2 Primary Spine**



**Figure 5-3 Cesar Chavez Boulevard**



# CITY OF SAN LUIS | PARKS, PATHS & TRAILS MASTER PLAN

Figure 5-4 Cesar Chavez Boulevard (ADOT 30% Design)

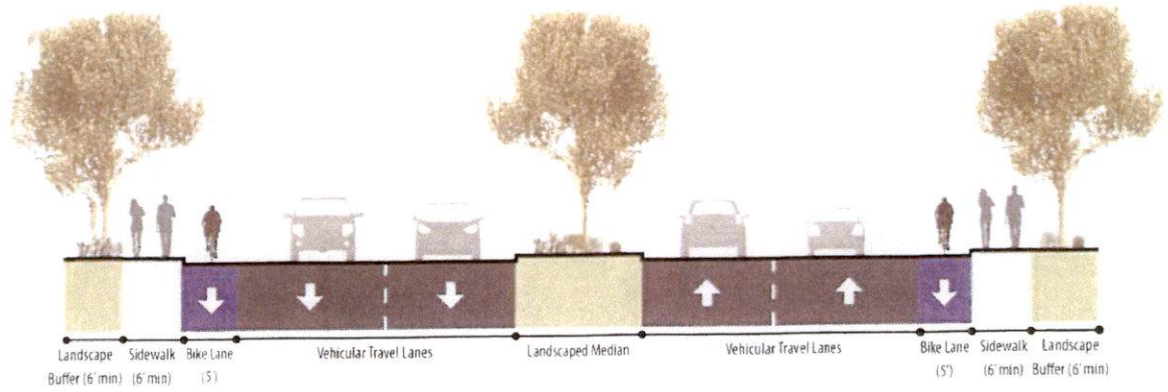
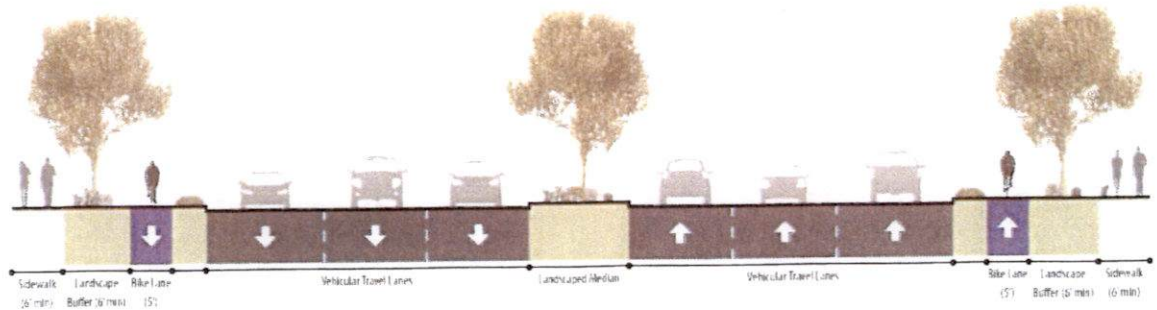


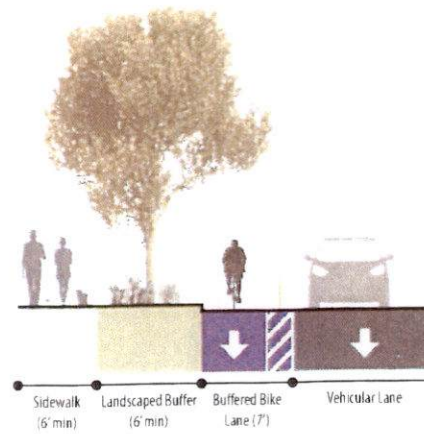
Figure 5-5 U.S. 95



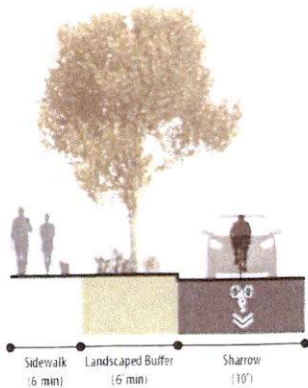
## Arterial Street

Major vehicular circulation throughout the City of San Luis is provided by the major and minor arterial street network. Arterial roadways are designed and intended for high traffic volumes at high traffic speeds, creating a high level of stress for bicyclists and pedestrians. Although arterial streets produce high stress levels for bicyclists and pedestrians, arterials typically provide the best and most direct route to a destination. This plan establishes an arterial street cross-section which reduces the traffic stress on a pedestrian or bicyclist, encouraging use of the networks. To reduce stress levels and foster a comfortable travel environment, bicycle facilities on Arterial Roadways are separated from pedestrian facilities with a buffered bike lane and a sidewalk separated from the roadway by a six foot (6') landscaped buffer as depicted on **Figure 5-6**.

**Figure 5-6 Arterial Street**



**Figure 5-7 Collector Streets**



## Collector Street

Collector Streets are intended for neighborhood connectivity and funneling traffic from residential areas to and from Arterial Roadways. Collector Streets generate slower traffic speeds than Arterial Roadways, making Collector Street safer and more suitable for bicycle and pedestrian facilities. As Major Collector Streets contain less traffic volume at slower speeds, a Sharrow is provided allowing a shared roadway between bicyclists and motor vehicles and a sidewalk separated from the roadway by a six (6') landscaped buffer as depicted on **Figure 5-7**.

## Local Roads

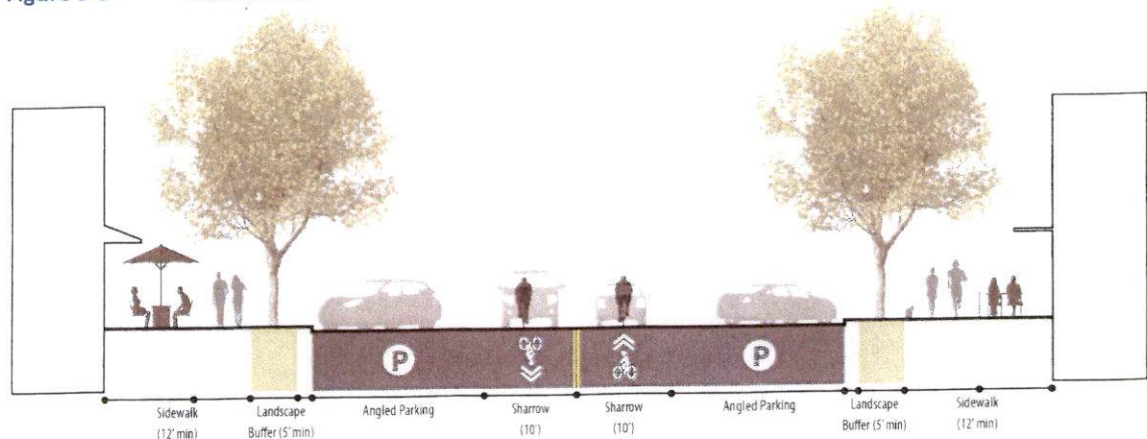
Local streets are intended to provide direct access to abutting land uses (typically residential uses) and connect to the Major Collector Street network. Local Roadways generate the least amount of traffic at the lowest speeds and are suitable for bicycle routes mixed with vehicular traffic. Local Roadways are not mapped as part of the bicycle and pedestrian network of this plan. The Local Roadway bicycle and pedestrian facilities are accommodated within the existing right-of-way for local roadways and a cross section is not established by this Plan.

## Main Street

Main Street is characterized by narrow travel lanes, on-street vehicular parking, and outdoor uses such as outdoor seating areas and merchandise display areas sharing space with pedestrian sidewalks. Due to the slow speeds of vehicular traffic, a Sharrow is provided, allowing for bicyclists to share the roadway

with vehicular traffic. The shared pedestrian sidewalk and outdoor use area is separated from angled parking and roadway travel lanes. The conceptual cross section for bicycle and pedestrian facilities in the downtown area is depicted on **Figure 5-8**.

**Figure 5-8** Main Street



## On-Street Bicycle Facilities

On-street bicycle facilities in the City of San Luis consist of Bike Routes, Bike Lanes, and Paved Shoulders. While the design of roadways is based on traffic speeds associated with a specific roadway classification, the use of a roadway for bicycling use shall also be designed in accordance with Arizona Revised Statutes (ARS) 28-815, which establishes regulations for bicycle use on roadways. The on-street bicycle facility types are described below.

### Bike Routes

Bike Routes are designed to connect trip generating uses such as schools, residential areas, shopping centers, and recreational areas. Bike routes are designated with signage and striping in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. Bike Routes serve to provide continuity with other bicycle facilities such as bike lanes or are used to designate preferred routes through high-demand corridors.

### Bike Lanes

Bike Lanes delineate separate travel lanes for cyclists and drivers. Bike Lanes can be relatively inexpensive bicycle facility improvements and can go a long way to decrease traffic stress for bicyclists. Based on roadway conditions, particularly geometry, roadway width, traffic volume, and number of travel lanes, bike lanes can be installed economically. Bike Lanes are intended to be provided on Principal and Minor Arterials and Major Collector Streets.

### Paved Shoulders

Paved shoulders are often used to accommodate bicyclists and pedestrians on rural roadways where traffic volumes are low. If a roadway shoulder is frequently used by cyclists, it is recommended that supplemental bicycle signage be added, and regular street sweeping be conducted to clear debris from

the road shoulders. Paved Shoulders are intended to be provided on future rural streets within the City of San Luis.

## Off-Street Trail Classifications

The following sections provide descriptions and illustrative cross-sections for the Off-Street Trail Classifications within the City of San Luis. These classifications include Primary Trails, Secondary Trails, and Canal Trails.

### Primary Trails

Primary Trails are intended for use by bicyclists and pedestrians with a paved surface treatment. Equestrian use can be accommodated with a horse appropriate surface treatment. Design of Primary Trails should be Americans with Disabilities Act (ADA) accessible, with trail grades less than five percent. Primary Trails include a shared use path with bicycle and pedestrian portions of the trail delineated with pavement striping or landscaped medians. Primary Trails require a safety clear zone on both sides of the trail. The cross-section for Primary Trails is provided on **Figure 5-9**.

Figure 5-9 Primary Trails

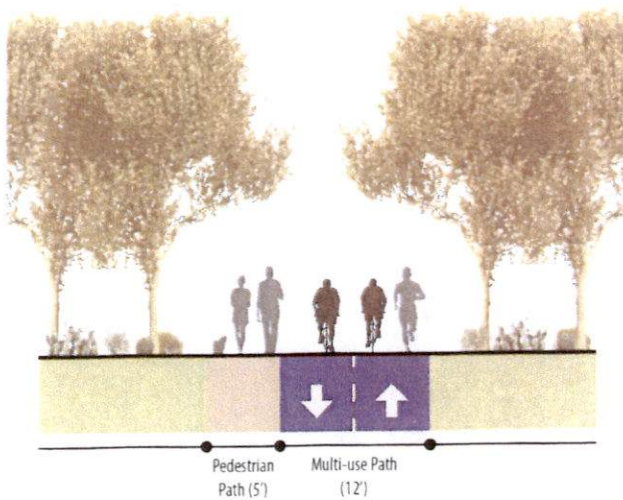
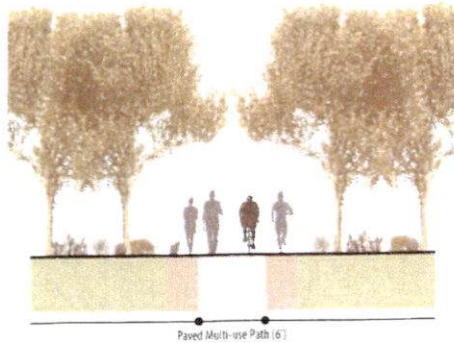


Figure 5-10 Secondary Trails



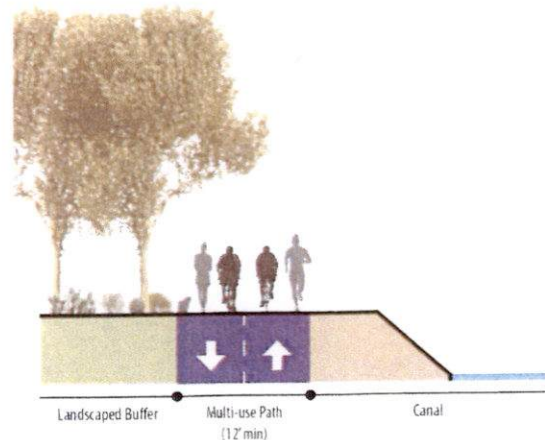
## Secondary Trails

Secondary Trails are intended to provide for recreation and transportation connecting neighborhoods with Primary Trails. Design of Secondary Trails should be Americans with Disabilities Act (ADA) accessible, with trail grades less than five percent. Secondary Trails include a shared use path with bicycle and pedestrian portions of the trail delineated with pavement striping. Secondary Trails require a safety clear zone on both sides of the trail. The cross-section for Secondary Trails is provided on **Figure 5-10**.

## Canal Trails

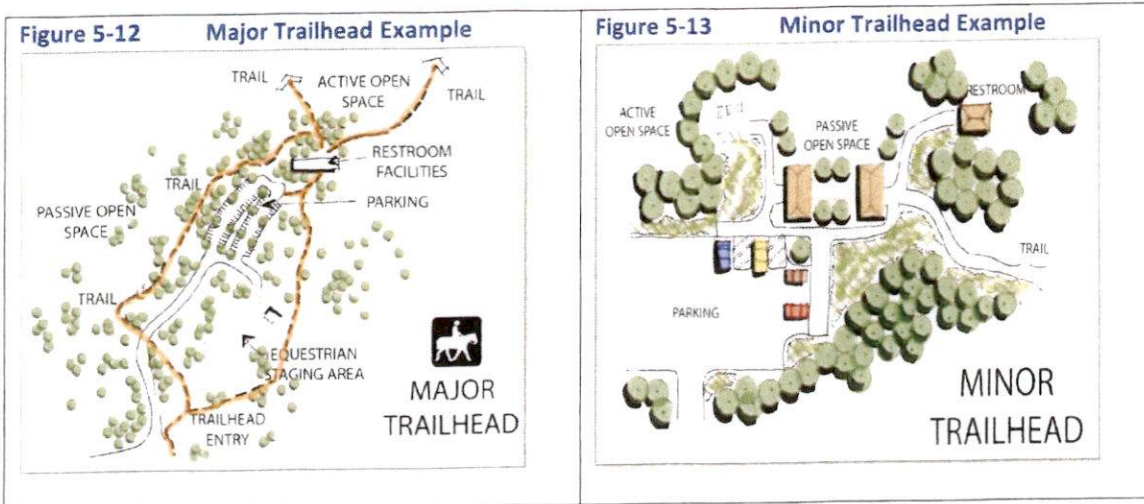
Canal Trails are shared bicycle and pedestrian paths located along irrigation canals in the City of San Luis. In cases where a canal trail cannot be accommodated in the canal right-of-way due to safety concerns or based on maintenance needs, the trail will be provided adjacent to the canal on private property within a public access trail easement. Canal Trails are shared use facilities and should be designed to accommodate canal maintenance vehicle access. The cross-section for Canal Trails is provided on **Figure 5-11**.

Figure 5-11 Canal Trails



## Trailheads

Trailheads provide areas for rest and relaxation for users of the off-street trail system. Major Trailheads are typically located along Primary Trail routes and are intended to serve as a starting/ending point along the off-street trail system. Minor Trailheads are generally located along Secondary Trails or Canal Trails and are smaller in size and scale, serving as a waystation along the off-street trail system. Amenities differ between Major and Minor Trailheads with different levels of parking, lighting, ramadas, landscaping, and restrooms. Minor Trailheads may or may not include vehicular parking areas and restrooms, as determined by the City of San Luis, based on the location and function of the trailhead. The location of planned trailheads is shown on the Future Paths and Trails Plan provided as **Figure 5-1**. Illustrative examples of Major and Minor Trailheads are shown on **Figure 5-12** and **Figure 5-13**. **Table 5-2** provides design parameters and general design standards for consideration in trailhead planning and design.



**Table 5-2 Major and Minor Trailhead Design Standards**

Trailhead Amenities	Major Trailhead	Minor Trailhead
Trailhead Size	5 - 15+ acres based on demand	1 - 5 acres based on demand
Parking	50 - 100+ spaces based on demand	10 - 50+ spaces based on demand
Ramadas	3 - 5+ based on demand	1 - 2 based on demand
Restrooms	Yes	Dependent on demand
Lighting	Yes	Yes
Equestrian Use	Based on demand	No
Other Amenities: Drinking Water, Directional signage, trail maps, refuse containers, bike racks	Yes	Yes

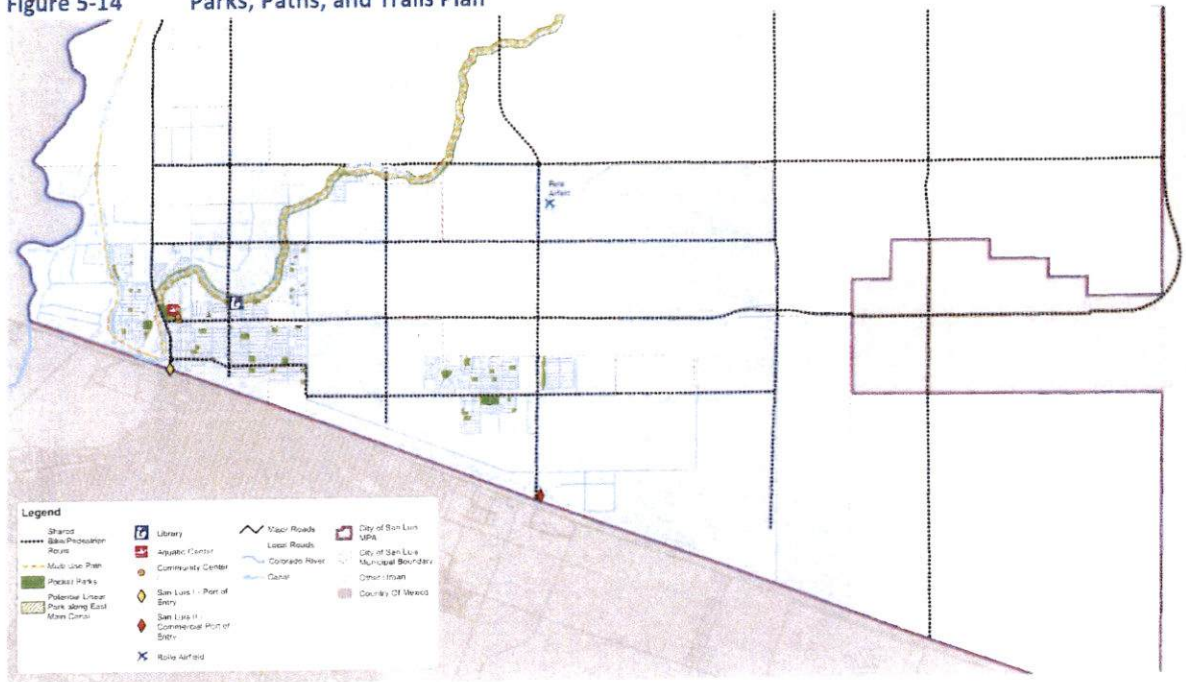
## Path and Trail Surface Treatments

On- and off-street paths and trails may include different surface materials based on the specific facility type and the anticipated use of the facility. Segments of the network can provide both a hard surface material and a soft surface material to accommodate walker and bicyclist preferences. Hard materials like asphalt or concrete are typically preferred by bicyclists to accommodate wheeled traffic and to provide for a low maintenance ADA compliant surface. Hard surface materials have a higher initial construction cost but have a longer life cycle than a softer surface materials. Hard surface materials can include decorative design features such as color and texture to delineate wheeled travel areas separate from walking portions of a facility. Soft surface materials such as ¼" minus compact decomposed granite provide a desired surface for equestrian use or to provide for a flexible running surface. Soft surface materials have lower initial construction costs but can have higher long-term maintenance costs. Soft surface materials can provide a surface treatment more consistent with natural or rural environments. The specific surface material, colors, and design treatment will be determined by the City of San Luis based on the function of the path or trail and the adjacent visual character of the area.

## Off-Street Trail Network

The Off-Street Trail Network provides for low-stress and recreational routes for hiking, walking, mountain biking, and equestrian use. The Off-Street Trail Network in the City of San Luis consists of Primary Trails, Secondary Trails, Canal Trails, and trailheads and is depicted on **Figure 5-14**.

Figure 5-14 Parks, Paths, and Trails Plan



## Support Facilities Toolbox

Certain improvements have the effect of increasing the perception of safety and result in increased use of bicycle and pedestrian facilities. This section provides a toolbox of bicycle and pedestrian improvements providing for user comfort and decreasing traffic stress associated with bicycling or walking near or across a busy street. The City will determine appropriate support facility improvement requirements during the development review and approval process for a project based on location and characteristics of the specific roadway. This section provides generalized descriptions and representative imagery of support facilities applicable to the on- and off-street bicycle and pedestrian networks.

### Lighting

The use of pedestrian scale lighting on- and off-street facilities increases the perception of safety for users, provides illumination for pedestrian paths and crosswalks, and reduces light glare to motorists. Lighting also assists in making wayfinding signage visible at night and establishes a strong edge along the sidewalk, path, or trail. Pedestrian scale lighting differs from standard street lighting, providing for lower-level lighting at the maximum height necessary to illuminate a path or trail.



*Bollard Lighting Example*



*Pedestrian scaled lighting example*

### Intersection Markings

Bicycle pavement markings provide guidance and identify the intended direct path through intersections, driveways, and ramps. Intersection markings raise awareness and visibility of both a bicyclist and motorist through clear demarcation of the boundary between bicycle and vehicular travel. Intersection markings make the movements of a bicyclist more predictable and reduce stress through a delineated bicycle zone. Intersection markings:



- Raise awareness for both bicyclists and motorists to potential conflict areas;
- Make bicycle movements more predictable; and
- Reduce bicyclist stress by delineating the bicycling zone.

## Crosswalks

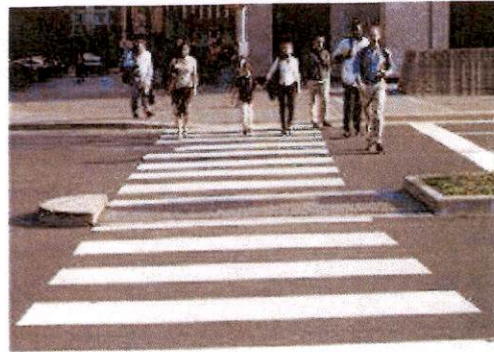
Crosswalks delineate marked locations for bicyclists and pedestrians to cross a street, primarily at a street intersection. Sidewalks and crosswalks are aligned at street intersections and typically include a walk signal. Crosswalks at street intersections are marked with two 12-inch-wide white retro-reflective thermoplastic stripes delineating the edges of the pedestrian walking area for standard treatments.

## High-Visibility Crosswalks

High-visibility crosswalk markings such as ladder, zebra, and continental designs are preferable to standard parallel or dashed markings which are more visible to approaching vehicles and have been shown to improve yielding behavior. The use of longitudinal stripes in addition to or in place of standard transverse markings can significantly increase the visibility of a crosswalk, due to the low approach angle at which pavement markings are viewed by oncoming traffic.



*Standard parallel markings*

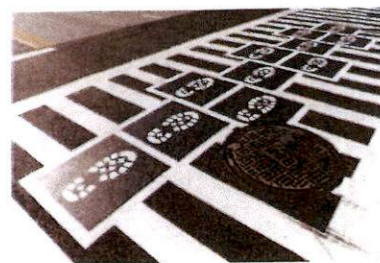


*High visibility markings*

## Artistic Crosswalks

Many of the common markings are a ladder design, but sometimes may incorporate an artistic design. These crosswalks may be marked in a variety of ways to signify vehicular traffic to yield. However, these artistic crosswalks are costlier due to maintenance requirements and may not be feasible at every intersection. Artistic crosswalks may be appropriate at specific intersections for added emphasis, to serve as a gateway into an area and to enhance the character of an area. Artistic Crosswalks:

- Can have a high impact in functionality rather than being fully aesthetic; and
- Can be a solution for complex intersections in order to promote a truly multimodal network.



*Example of an artistic crosswalk.*



*Example of an artistic crosswalk that reflects the character of the district.*

## Bicycle Box and Advance Stop Bar

A bike box is a designated area that uses pavement markings to delineate a space for bicycles at signalized intersections. This space is located at the head of a traffic lane and provides bicyclists with a visible way to get ahead of traffic during the red signal phase. Bike boxes:



*Advance Stop Bar.*



*Bike Box.*

- Help prevent 'right-hook' conflicts with turning vehicles at the start of the green indication; and
- Reduce signal delay for bicyclists.

Advance Stop Bars are used to delineate the stop line traffic and preventing vehicles from blocking a pedestrian crossing. A Bicycle Box can be used in conjunction with an Advance Stop Bar to increase visibility of a bicyclist at an intersection and reduce the potential for right hook conflicts with turning vehicles.

Advances stop bars are used to indicate the point at which vehicles must stop for a pedestrian crossing. Bicycle boxes can be used in addition to the advance stop bar. Advanced stop bars:

- Should be located eight feet in advance of the crosswalk;
- Improve visibility of crossing pedestrians; and
- Reduce vehicles from blocking pedestrian crossing.

## Mid-Block Crossings

Reducing the distance a pedestrian and bicyclist must travel to cross a busy road increases comfort in the network and encourages use. Additionally, providing a controlled crossing increases the perception of safety in cross a busy road.

Midblock crossings are subject to design and application of engineering principles and therefore the specific location and design of midblock crossings should only be established after review and acceptance of an engineering study by the City Engineer. Not all safety features are required in all locations. The street, speed, traffic volume generally determines the necessary safety features that should be incorporated. Midblock crossings should integrate appropriate safety features as approved by the City Engineer to warn motorists that pedestrians and bicyclists are crossing. **Table 5-3** provides generalized guidance on where safety features should be considered the evaluation of a traffic study to be accepted by the City Engineer.

**Table 5-3 Midblock Crossing – Safety Features**

Safety Features	Local	Collector	Arterial
Yield to Pedestrian Signs	■	■	
Pedestrian Crossing Signs	■	■	■
Raised Crosswalks	■	■	
Bulb out/Curb Extension	■	■	
HAWK Beacons		■	■
Pedestrian Islands			■

### Yield-to-Pedestrian Stand

Yield to Pedestrian Signs are used to inform motorists the presence of pedestrians in a crosswalk and are typically located along roads with low traffic speeds.

### Pedestrian Crossing Signs

Pedestrian Crossing Signs delineate the intended path for pedestrian crossing of a street. This common traffic sign warns motorists of the pedestrian crossing area. Pedestrian Crossing signs are typically installed along roads with medium to high speeds and higher traffic volumes.



*Pedestrian crossing sign*

### Bulb-Out/Curb Extension

A bulb-out/curb extension is an improvement that narrows the width of the travel lane to slow traffic down and reducing the distance that pedestrians must travel to cross a street. Streets with on-street parking or traffic lanes which are wider than necessary are good candidate locations for the consideration of a bulb out/curb extension. This improvement can increase the overall visibility of pedestrians, encourage lower turning speeds at intersections with crossings, and increase the available space for street trees and other landscaping.



*Example of curb extension that also provides additional landscaping in the streetscape.*

Bulb-outs and curb extensions:

- Can be located midblock and at intersections;
- Decrease the overall width of the roadway and can serve as a visual cue to drivers that they are entering a neighborhood street or area;
- Increase the overall visibility of pedestrians by aligning them with the inside of the parking lane;
- Reduce the crossing distance for pedestrians;
- Increase the available space for street furniture, benches, plantings, and street trees; and
- Can be implemented using low-cost, interim materials. In such cases, curb extensions should be demarcated from the existing road-bed using temporary curbs, bollards, planters, or striping.

## High Intensity Activated Crosswalk (HAWK)

A HAWK beacon provides a controlled crossing for pedestrians with an overhead traffic light to stop vehicular traffic and allow pedestrians to cross.



*HAWK Beacon*

## Pedestrian Island

A pedestrian island provides a pedestrian/bicyclist refuge in the middle of the street, providing for fewer travel lanes to cross at one time. Pedestrian Island are appropriate on Parkway and Arterial Roadways due to large right-of-way widths.



*Pedestrian Island*

## Grade-Separated Crossings

### Overpasses and Underpasses

Overpasses and underpasses facilitate unrestricted movement of bicyclists and pedestrians across major streets and watercourses, separated from vehicular traffic. The location and design of these crossings is based on engineering design standards.



*Overpass*



*Underpass*

General design standards and guidance for Overpasses and Underpasses is provided as follows:

- Crossings should have an appropriate level of lighting approaching and within/on the crossing;
- Drainage should be designed to prevent maintenance and use restrictions during storm events;
- The design should incorporate Crime Prevention through Environmental Design (CPTED) principles;
- The design should consider methods and construction techniques which reduce graffiti; and
- Entrances and exits must be clearly visible and a minimum of eight (8) feet in width.
- Should have lighting, drainage, and anti-graffiti design considerations;
- Should be designed for open and accessible environments;
- Must have entrances and exits that are clearly visible and at least eight feet wide per American Association of State Highway and Transportation Officials;
- Should be used sparingly as pedestrians/bicyclists will use the direct route if available; and
- Are appropriate for high-volume, high-speed roadways, railroad tracks, and natural barriers.

## Protected Bicycle Lane



*Protected bike lane with pavement marking buffer and vertical delineators.*

Protected bicycle lanes provide a dedicated and protected route of travel to improve the users sense of comfort and safety. Protected bicycle lanes are physically separated from the vehicular travel lane to reduce conflicts and reduce the fear of collisions. Protected bicycle lanes are typical on high-volume, high-speed streets to make bicycling an attractive choice for more abilities.

A protected bike lane is an exclusive bike facility that is physically separated from the road and distinct from the sidewalk. The physical separation can be an elevated grade change, vegetated buffer, pavement marking buffer, or vertical delineators. Typically, protected bike lanes are installed along high-volume high-speed roads. Protected bike lanes:

- Dedicate and protect space for bicyclists in order to improve perceived comfort and safety;
- Reduce risk and fear of collisions with over-taking vehicles;
- Reduce risk of 'dooring' compared to a bike lane and eliminates the risk of a doored bicyclist being run over by a motor vehicle. Dooring occurs when bike lanes parallel a parking area;
- Prevent double-parking, unlike a bike lane; and
- Include physical separation, which makes bicycling attractive and inclusive for all levels and ages.

## Signs

Signage along paths and bike routes helps guide users to their destinations. This type of signage is often referred to as wayfinding, and can feature pole-mounted signs, kiosks, and pavement markings. Pole-mounted signs typically identify bike routes, destinations, and the distance to destinations. Kiosks are typically located at important pedestrian nodes in entertainment districts and activity centers and provide more detailed information about specific destinations.

## Wayfinding Signs



*Examples of a wayfinding signage*



Wayfinding is a type of signage that translates navigational information to pedestrians and bicyclists along their journey. Maricopa Association of Governments Valley Path Brand and Wayfinding Signage Guidelines (2015) provides guidance for designing wayfinding signs as does the most up to date version of the Manual on Uniform Traffic Control Devices (MUTCD). Both

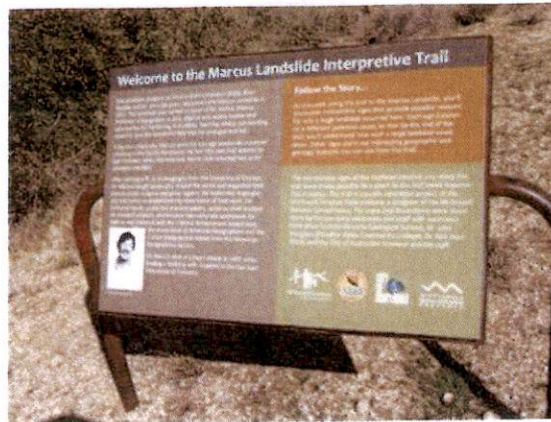
these references provide information for locations, sizes, and vertical placement of signage. While this resource provides options for wayfinding design, it is limited in its context sensitivity for the City of Surprise. However, the City could develop a wayfinding signage guide that is culturally and environmentally sensitive to the community.

Wayfinding can be explored in other design strategies besides physical signage. Paving materials and site furnishings can be embedded with information to serve as wayfinding solutions. As technology evolves, digital information infrastructure has the potential to be embedded into wayfinding strategies. Consideration should be taken to evaluate possible emerging digital information technologies.

### **Educational**

Signage along pedestrian paths and bike routes can be an educational tool for enhancing a recreational user's experience. Educational information can include historical, cultural, or environmental descriptions of the area. These types of signs are often found along natural trails.

To enhance the overall experience throughout the network, some communities have created unique, custom wayfinding signage that reflects the character of the area.



### **Enhanced Bicycle Station**

Enhanced bicycle stations can increase ridership by including improved features and design elements. These elements may include seating, space-defining elements, lighting, litter bins, shade, vendor kiosks, advertising panels, drinking fountains, and repair stations with air pumps.

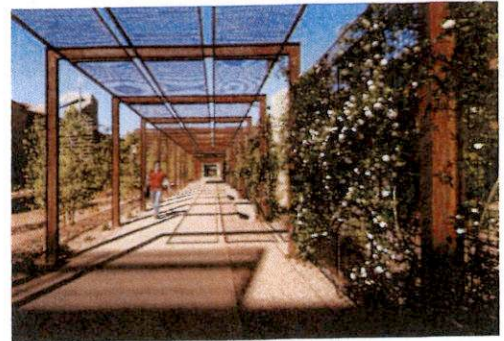
- An enhanced Bicycle Station can be designed for different scales and is composed of three zones: Core Zone, Amenity Zone, and Expansion Zone.
- The Core Zone describes the area where a bicycle rack is mounted to a stable surface for bicycle parking.
- The Amenity Zone is a separate area adjacent to the bicycles, serving as a node for social activity, rest, and wayfinding.
- The Expansion Zone is an additional area of parking for larger tricycles, bicycle carriages, and scooters.

### **Shade**

Shade provides comfort and shade from the harsh conditions of the desert environment and is integral to the development of a comfortable and safe active transportation network. Shade can be provided with mechanical or natural shade. The following subsection outlines the benefits and considerations relative to mechanical vs. natural shade.

## **Mechanical Shade**

Mechanical shade comes from physical features, such as buildings and other independent structures. If designed properly, some buildings can provide shade over the sidewalk. Buildings that are built up to, or close to, the sidewalk can project shade over the street, depending on the time of day and orientation. Locating buildings along sidewalks also provides a barrier between the sidewalk and asphalt parking lot. This contributes to comfort as asphalt parking lots retain and radiate heat from the sun, making the surrounding area hotter, known as the Heat Island Effect. Separating and buffering sidewalks from parking lots adds another element of comfort for users.



*Example of a shade structure*

Buildings may also incorporate shade structures, such as awnings, galleries, or arcades to protect pedestrians from the sun. These shade structures may also be located along a pedestrian pathway independent of a building but are typically more costly. Benefits of mechanical shade include reduced maintenance costs compared to trees; however, lacks the ability to provide valuable ecosystem services offered by trees.

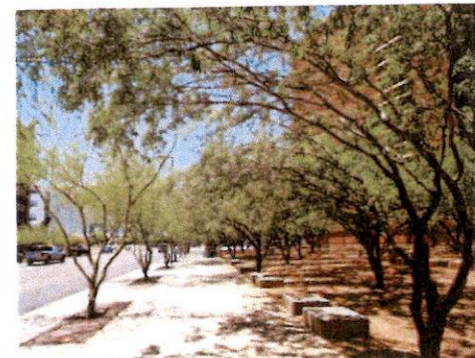
## **Natural Shade**

One of the best forms of providing shade along bicycle and pedestrian pathways is landscaping, more specifically, trees. Trees and other landscaping features not only reduce the amount of heat reflection but also add to the overall aesthetic and attractiveness of the area. Adding trees back into the urban environments provides significant benefits, including improving public health, providing economic opportunities and advantages, as well as supporting a healthy environment. The benefits of natural shade include the following:

- Evapotranspiration and shade that trees provide help to cool down buildings and reduce the need for air conditioning, which then decreases energy consumption;
- Trees improve air quality by intercepting particulate matter and absorbing gaseous pollutants;



*Single tree canopy with dense shade*



*Double tree canopy*

- Trees provide significant stormwater retention benefits by intercepting and absorbing rainfall and by increasing the ability of soil to store water;
- Large-scale vegetated areas can be as much as 9°F cooler than non-green city centers;
- Low Biogenic Volatile Organic Compound (BVOC)-emitting trees can provide positive ecological services and benefits – contributing to better air quality and community health. Low BVOC-emitting trees for the low desert include: Acacia, Ash, Evergreen Elm, Desert Willow, Ironwood, Pistachio, Palo Verde; and
- A tree canopy and green features can improve the transit experience for waiting riders, increasing comfort and reducing perceived wait time. The use of natural shade involves additional operation and maintenance costs for irrigation, pruning, and cleaning up leaves.



*Trees are part of the urban fabric*

## Water

Access to water along the active transportation network is an essential element to incorporate in appropriate locations within the active transportation network. Drinking fountains and water bottle filling stations provide for hydration during physical activity and improve comfort in the network. The following considerations are provided relative to access to water.

- Should be located in strategic locations, such as pedestrian corridors or bike trails, near schools or libraries, or within plazas or other public gathering spaces;
- May be freestanding, wall-mounted, pump-style, and/or have individual spigots for pets and filling water bottles;
- Will be code and ADA compliant;
- Offer an opportunity for placemaking and artist involvement;
- Should be integrated into buildings/spaces by the private sector; and
- Could include advertising on fountains to assist with maintenance costs.



*Example of a public drinking fountain for humans and dogs.*



*Example of a drinking fountain*

- Access to water should be provided in trailheads and along appropriate places as determined by the City along primary corridors;
- Water may be freestanding, wall-mounted, pump-style. Water should be provided for animals and humans at these locations;
- The provision of water should consider maintenance costs, vandalism considerations, bug attraction, and hygiene.

## Bicycle and Pedestrian Goals and Policies

The goals and policies of this section are intended to inform decision-making relative to the location, design and construction of bicycle and pedestrian facilities in the City of San Luis. The bicycle and pedestrian goals and policies are based on active transportation best practices and address existing conditions and future opportunities to increase the use of bicycle and pedestrian facilities in San Luis.

### Goal 1: Safety

Improve the safety of the bicycle and pedestrian network and facilities.

- Policy 1-1** Promote the use of level of traffic stress-reducing infrastructure such as median refuge areas and advance bike bar improvements.
- Policy 1-2** Develop and implement speed reduction strategies, such as speed feedback signs and increase traffic enforcement for speeding.
- Policy 1-3** Increase the use of advance warning signs for vehicles entering a crosswalk.
- Policy 1-4** Provide separation between bicycle and pedestrian facilities and vehicular traffic on Principal and Minor Arterial Roadways.
- Policy 1-5** Analyze crash data, including the location, frequency, and severity of crashes related to bicyclists and pedestrians and direct capital improvements to address areas of safety concern.

### Goal 2: Design

Utilize design and the built environment to improve the function of the bicycle and pedestrian network.

- Policy 2-1** Provide bicycle and pedestrian improvements to accommodate walkers and bicyclists of all ages and abilities.
- Policy 2-2** Provide wayfinding signs along Primary and Secondary Paths and Trails towards community destinations in San Luis such as the downtown area, major shopping, and community uses.
- Policy 2-3** Evaluate the potential location of additional crosswalks to reduce and/or eliminate mid-block crossings.
- Policy 2-4** Develop the bicycle and pedestrian network reflective of the context and character of the roadway and land uses.
- Policy 2-5** Conduct America with Disabilities Act (ADA) compliance assessment for all sidewalks and ramps throughout the city.

- Policy 2-6** Fund and construct bicycle and pedestrian facilities around schools to serve school-aged children consistent with a Safe Routes to School plan.
- Policy 2-7** Develop and implement engineering design standards to such as signage, bicycle and pedestrian facilities, and pedestrian scale lighting.

### **Goal 3: Connectivity**

Provide connectivity to destinations in San Luis and existing bicycle and pedestrian networks

- Policy 3-1** Ensure developments provide a connected bicycle and pedestrian network between neighborhoods and community destinations including shopping, employment, education, and other community uses.
- Policy 3-2** Provide safe routes to public schools from neighborhoods, including accessible connections between pedestrian facilities that accommodate routes used by students walking to and from school.
- Policy 3-3** Provide annually updated gap analysis to identify recommended bicycle and pedestrian improvements to address gaps in the bicycle and pedestrian networks.
- Policy 3.4** Ensure that future roadway and park capital improvement projects include on-street bike lane and off-street bike path connectivity toolbox solutions to enhance community character and improve accessibility and connectivity citywide.

### **Goal 4: Multi-modality**

Support community enhancements that increase multimodal connectivity.

- Policy 4-1** Develop and implement complete streets design guidelines and standards for the City of San Luis.
- Policy 4-2** Ensure the bicycle and pedestrian network provides first and last-mile facility needs connecting to public transit nodes and facilities.
- Policy 4-3** Identify and plan for emerging technologies related to modes of transportation, such as autonomous vehicles.
- Policy 4-4** Coordinate bicycle and pedestrian facility improvements with new transit stops or hubs.

### **Goal 5: Programs**

Develop and promote programs that support safe bicycle and pedestrian use in San Luis

- Policy 5-1** In conjunction with local school districts, sponsor Safe Route to School Programs to improve safety of students walking and biking to/from school.
- Policy 5-2** Promote walking and bicycle safety education to community members through events such as National Bike to Work Week and other community events.

- Policy 5-3** Develop and implement programs to promote vehicle safety as it relates to the bicycle and pedestrian network.
- Policy 5-4** Explore the possibility of developing a bikeshare program to regulate the use of dockless bicycles.
- Policy 5-5** In coordination with law enforcement, schools, and bicycle advocacy groups, increase education of laws and responsibilities for safe bicycle and pedestrian behaviors for community members of all ages and abilities.
- Policy 5-6** Organize or sponsor events related to the bicycle and pedestrian network such as a walk/bike to work or a bike rodeo.
- Policy 5-7** Promote a Cicovia Event where streets are temporarily closed to allow bicyclists and walkers to use the street without vehicular conflict.

## Goal 6: Maintenance

Ensure Maintenance of the bicycle and pedestrian network.

- Policy 6-1** Ensure vegetation in the right-of-way is low maintenance, complements the network, and does not impede the ability to utilize the network.
- Policy 6-2** Develop and implement a long-term maintenance program for the bicycle and pedestrian network.
- Policy 6-3** Develop and implement an annual sidewalk condition survey for the entire sidewalk network in the City of San Luis and work to infill sidewalk where needed.

## Bicycle and Trail Design Standards

The following design standards apply to on- and off-street bicycle and pedestrian facilities and are based broadly on “Complete Street” design principles. These design standards are intended to provide generalized design guidance and may be modified in application by the City of San Luis during the development review and approval process based on the specific location and characteristics of the roadway under design.

- Roadways should be developed based on the “complete streets” design model of interconnected streets, sidewalks, and paths to accommodate a variety of modes of travel. All modes of travel including vehicular, bicyclist, pedestrians, and equestrian uses (where appropriate) should be considered and integrated in the design of a “complete street” roadway system.
- All streets shall be designed to comply with the Americans with Disabilities Act (ADA) requirements.
- All Principal Arterial, Minor Arterial, and Major Collector Streets should be designed with on-street bicycle lanes, a minimum of six feet (6’) in width. On-street bicycle lanes on Principal Arterial and Minor Arterial streets should be designed as “fully protected bicycle lanes” through the inclusion of a vertical element, creating a completely separated bike lane from vehicular traffic. Major Collector Streets may use reflective striping to delineate the on-street bike lane.
- All Principal Arterial, Minor Arterial, and Major Collector streets should separate vehicular traffic from pedestrians through the inclusion of curb-separated sidewalks creating a boulevard strip.

The boulevard strip should be designed at a sufficient width to allow street trees and landscaping. Landscape plantings should not impact the vehicular drive lane or sidewalk with low branches or root upheave. The width boulevard strip should range in width between six (6) feet to twelve (12) feet. Specific street tree plantings should be established on individual streets to create character and contribute to a sense of place along the roadway.

- All existing and proposed street alignments should provide direct routes to local destinations including shopping, employment centers, activity centers, schools, parks, and other common destinations.
- The pedestrian network for all new development shall incorporate both sidewalks and off-street trails located in open space tracts to provide for a convenient and connected network within the development to provide continuous direct routes to adjacent developments and community destinations.
- All developments should include sidewalks in and around the development on all Arterial and Collector roadways.
- Primary and Secondary Trails should be placed with tracts or public use easements and located outside of the right-of-way to provide alternative routes of travel through the community and separated from vehicular travel. Primary and Secondary Trails should be separated from vehicular travel with a minimum ten (10) foot wide landscaped boulevard strip.
- When Primary or Secondary Trails cross Arterial Streets, the trail should include safety measures such as bicycle and pedestrian-activated signals, median refuges, warning signs for both vehicular and pedestrian users, special street markings or striping, and bollards to prevent motor vehicle access.
- Paths and trails should be designed to accommodate two-way pedestrian and bicycle movements; with either a single or split path having a minimum six (6) foot width for pedestrians and six (6) foot width for bicyclists and skaters; with the optimal width being based on intensity of use.
- Paths and trails should have a maximum grade of five percent (5%) and accommodate wheelchair users as required by the ADA. Paths and trails shall not exceed a standard cross-slope grade of two percent (2%).
- Path and trail under-crossings should be designed to provide a minimum width of fourteen (14) feet, a minimum overhead clearance of ten (10) feet and designed to provide a clear, well-lit view to the other end of the structure.

## Implementation

This chapter provides the implementation plan, including potential funding sources and partners, opportunities for cooperative planning, and community programs that can be initiated to facilitate the development of comprehensive parks, paths and trails to serve the City of San Luis. Specific park and trail improvements are intended to be established by the San Luis City Council through the adoption of the annual budget and capital improvement program.

The Implementation Plan is provided on **Table 6-1** below and establishes plan implementation actions to occur over the short-, mid-, and long-term, as well as implementation actions that should occur regularly and on-going.

**Table 6-1** Implementation Plan

Short	Mid	Long	Ongoing	Implementation Item
			■	Continue to provide high-quality special events that attract many different types of residents and visitors.
			■	Continue to contract with private sector marketing and special event experts to promote San Luis's special events.
■				Create social media marketing before and after special events based on strategies described in the Marketing and Community Awareness focus area. Make San Luis's special events part of the community's branding.
			■	Direct operations resources to high maintenance levels at the community parks and allow new neighborhood parks to be delivered by private development
			■	Use social media to promote sports tournaments both as advertising before the tournament and public relations marketing after the tournament.
			■	Continue to plan and develop San Luis's path and trail system to connect everyday destinations such as, parks, neighborhoods, schools, shopping, and employment centers with the regional trail system.
			■	Host sports tournaments at San Luis community parks
			■	Respond to community growth over time by identifying future community park sites that will support the priority delivery of community-level park amenities.
			■	Strategically negotiate with the development community to provide park amenities that effectively expand level of service to park users in areas of growth. Focus on community park amenities with a 3-mile service radius as defined in the Community Park classification.



Conduct routine outreach to increase public engagement.

Develop a communication campaign to improve the visibility of parks, facilities and events.



Continue to maintain consistent, high quality park signage throughout the City.

Develop a social media campaign that presents the department's voice and represents the Department's areas of focus for the next 5 years.

Grow the Social Media Platform.

Use social media platforms to promote the park system, events, staff and team highlights.



Highlight the unique community assets such as parks with a historical or natural resource focus.



Bi-annual on-line surveys advertised via social media, media releases, council newsletters and email signatures to gather public feedback on parks facilities and use of amenities.



Direct Capital Improvement Program budgets to renovating neighborhood parks that are owned and operated by the City of San Luis to replace deteriorating ramadas, area lighting, irrigation, sidewalks, trash cans and BBQ grills and install shade structures over play equipment where needed.



Pursue grant opportunities.



Target the grant opportunities to prioritized facility reinvestment based on grant program requirements.



Use capital funding sources as a match for further grant pursuits.



Identify gaps in existing trail and urban greenway alignments as priorities for new construction.



Design the greenways to incorporate low impact design

Apply for multiple sources of federal funding to combine federal sources and minimize additional development costs associated with federal funding.



Coordinate volunteer efforts with businesses, non-profits and civic groups.



Work with partners to proactively identify, seek out and support matching funds for grants and alternative funding.



Develop intergovernmental agreements with school districts that allow public use of school play areas during after-school hours and during the summer break.

- Strategically develop intergovernmental agreements with school districts that create a benefit to the community while protecting the financial investment made by the City of San Luis.
- Include in the scope of high visibility projects the renovation or replacement of underground infrastructure (irrigation/electrical) to minimize operations and maintenance impacts of new development and conserve resources.
- Direct Capital Improvement Program budgets to expanding and creating new walking and bicycling paths to connect San Luis's parks, schools, neighborhoods, and other everyday destinations.
- Create a GIS map of facilities included in reinvestment planning and capital improvement plans to show distribution of targeted facilities, how improvements increase level of service and progress as projects are completed.
- Maintain accurate GIS inventory and complete Level of Service Analysis every three years to assess community need for new development and strategic reinvestment. Add utility locations and asset attributes to existing asset inventory (e.g. model of drinking fountain, electrical outlets at ramadas).
- Develop project priority list for strategic fundraising.
- Identify businesses and individuals to target for strategic fundraising.
- Repair or replace sidewalks that have deteriorated over time. Ensure compliance with the ADA.
- Remove obstacles to spray heads such as trash cans and BBQ grills to maintain turf irrigation coverage.
- Repair or replace area lighting that has deteriorated over time. Ensure compliance with building code.
- Repair or replace parking lot paving that has deteriorated over time. Ensure compliance with the ADA.
- Prioritize cleanliness of parks, cleanliness of restrooms and timeliness of repairs.
- Accurately estimate operating expenditures that will be necessary due to the construction of new amenities and facility expansion. Fully incorporate the operating impacts in the City's operating budget.

- Compare the estimated cost of providing grounds maintenance services using San Luis staff with the contractual cost of providing those services through a private-sector vendor.
  - Renovate or replace irrigation systems where necessary to deliver effective coverage, conserve water and provide healthy turf and landscape material.
  - Review, update and enforce best standards in landscape irrigation and maintenance using the grounds maintenance contracts.
- 

## **Bicycle and Pedestrian Education and Programs**

A number of programs encourage safe design of bicycle and pedestrian networks. The City of San Luis can utilize these programs to support and advance the planning and construction of the bicycle and pedestrian network, including community education. These programs are summarized in the below subsections.

### **Bicycle Friendly Communities**

The League of American Bicyclists established the Bicycle Friendly Communities (BFC) program in 1995, providing a framework for improving bicycling conditions within a community and provides recognition for BFC communities. Bicycle Friendly Communities initiatives include resources and information relative to creating a safe and connected bicycle and pedestrian network, including bicycle and pedestrian programs, funding, and partnership opportunities.

### **Walk Friendly Communities**

The Walk Friendly Communities (WFC) program is operated by the UNC Highway Safety Research Center, sponsored by FedEx, and supported by the Pedestrian and Bicycle Information Center (PBIC). The Walk friendly Communities program supports the establishment of safe walking environments and provides recognition for communities where pedestrian conditions are improving related to walking, including access and comfort.

### **Safe Routes to School**

The Safe Routes to School (SRTS) National Partnership is a not-for-profit entity that aims to encourage students to walk and bike to school, advance safe routes policy, and support active communities. SRTS programs seek to improve student health and safety by increasing physical activity and providing school children a safe route to use to get safely to and from school. Resources are provided to communities by the National Partnership to improve the bicycle and pedestrian network and to improve the safety of facilities providing access to public schools. A Safe Routes to School program request is sponsored by the city and requires the public-school district to initiate the request. Close coordination between the local school district and the sponsoring agency is essential to ensure optimal program results. Funding is provided for infrastructure and non-infrastructure activities within a community and may be used for the planning, design, and construction of projects that improve a safe route to a school and non-infrastructure funds may be used for awareness campaigns, outreach and traffic education to encourage safety in walking and bicycling to school.

## Bike Education Classes

A strategy for encouraging safe bicycle use is utilizing education programs and classes to support bicyclists following traffic rules and increase awareness of motorists to share the road safely with bicyclists. Educational programs such as the Safe Routes to School Program are supported in local schools by teaching children about safe bicycling behaviors and principles, including increasing interest in riding bicycles for life. Several examples of bike education classes within the state and across the nation are summarized below.

- **City of Mesa Bike Education Classes.** Bicycle education classes for both adult and children are offered by the City of Mesa, Arizona. Classes are focused on encouraging safe bicycling habits, road safety, and the use of protective gear. Each participant receives free safety gear, including a helmet to increase participation in increase safe bicycling.
- **Boston Youth Cycling Program.** This program in Boston, Massachusetts, provides education on bicycle safety for youth between the 2nd and 12th grades. Applications available to Boston Public Schools and funded and operated by the City of Boston Transportation Department and provides bikes, helmets, and instructors to public schools for a one- to two-week period and provide lessons during gym or physical education classes.

## Ciclovía Events

Ciclovía Events provide the opportunity to bring bicycle enthusiasts from the community and the region to socialize, collaborate, and encourage others to participate in bicycling. Typically, Ciclovía Events consist of temporarily closing streets to allow bicyclists to occupy the streets and promote bike safety. By temporarily closing streets, members of the community can utilize the roadway without interference from vehicular traffic. During these events, bicycling education for inexperienced bicyclists can be included to encourage safe bicycling behaviors. Several examples of annual municipal bike events which could be offered in the City of San Luis are described below.

- **CycloMesa.** An annual event in the City of Mesa, Arizona is CycloMesa, held at the downtown Convention Center and consists of several activities promoting bicycling and other forms of recreation. Activities include a bike scavenger hunt, BMX freestyle show, historic bike tour, and the El Tour de Mesa, bicycle vendors and youth activities.
- **CycloBia.** This annual bike event in the City of Brownsville, Texas temporarily closes select downtown streets to celebrate the use of bicycles and includes festival activities support safe bicycle use, bicycle vendors and youth activities.

## National Bike to Work Week

This national program is sponsored by the League of American Bicyclists annually in May to encourage employers and their employees for a competition to be the most bike-friendly workplace. In the Phoenix metropolitan area, Valley Metro holds the annual Bike Month in April and includes a series of events across the region. These programs are effective at converting first-time bike commuters into regular bike commuters to decrease traffic volumes and congestion. The Maricopa County Trip Reduction Program encourages and documents bike commuting in the Phoenix metropolitan area.

## Bicycle Friendly Business Programs

The League of American Bicyclists operates the Bicycle Friendly Business Program, providing awards based on the 6 E's, Education, Engineering, Encouragement, Enforcement, Equity, and Evaluation. The League recognizes businesses as a Bicycle Friendly Business and provides feedback on how to become more bicycle friendly as a business. As of 2019, 1,314 businesses across the nation were recognized as a Bicycle Friendly Business, including 17 within the State of Arizona.

## Funding Sources and Partners

A variety of funding sources are available to the City of San Luis for active transportation infrastructure including City funds, private funds, and federal and state funds passed through the Yuma Metropolitan Planning Organization (YMPO). Maintenance costs associated with bicycle and pedestrian facilities are funded through local city sources, such as Highway User Revenue Fund (HURF) allocation received by the City, or through its general fund for non-HURF eligible applications. Typical funding sources for bicycle and pedestrian infrastructure improvements are included in **Table 6-2**.

**Table 6-2 Potential Funding Sources**

Source	Description	Eligible Project Types	Managing Agency
Congestion Mitigation & Air Quality (CMAQ)	CMAQ provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, or particulate matter (nonattainment areas) and for former nonattainment areas that are now in compliance (maintenance areas).	<ul style="list-style-type: none"> <li>■ Active transportation projects or programs that have the potential to contribute to the attainment or maintenance of a NAAQS.</li> <li>■ The project should be effective in reducing air pollution</li> <li>■ The project should be included in regional current transportation plan and TIP</li> </ul>	ADOT

Source	Description	Eligible Project Types	Managing Agency
Surface Transportation Block Grant (STBG)	STBG funds include two set-aside programs: Transportation Alternatives and Recreational Trails Program. The TA set-aside funds are authorized for transportation alternatives, including: The Recreational Trails Program (RTP) funding is available within the Transportation Alternative program. The RTP provides funds to develop and maintain recreational motorized and nonmotorized trails and trail-related facilities, including facilities for hiking, bicycling, equestrian use, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, and other off-road motor vehicles.	<ul style="list-style-type: none"> <li>■ On- and off-street pedestrian and bicycle facilities</li> <li>■ Infrastructure projects for improving non-driver access to public transportation and enhanced mobility</li> <li>■ Community improvement activities such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity</li> <li>■ Recreational trail projects</li> <li>■ Safe routes to school projects</li> <li>■ Projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former divided highways</li> </ul>	ADOT
United State Department of Transportation	The USDOT frequently has grants that support community connectivity, multi-modal transportation, and parks. The funding varies from year to year and program. As of 2023, the grants aim to improve access to daily needs such as jobs, education, healthcare, food, and recreation; foster equitable development and restoration, and reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development.	<ul style="list-style-type: none"> <li>■ Capital Construction of park and path facilities to restore connectivity and remove barriers to accessibility</li> <li>■ Community Planning of parks, paths, trails, and recreation facilities</li> </ul>	USDOT
SRTS	The SRTS Program provides resources for schools and municipalities. projects.	<ul style="list-style-type: none"> <li>■ Initiatives and activities such as:</li> <li>■ Crossing Guard training workshops</li> <li>■ Programming of Transportation Alternative SRTS federal aid funding</li> <li>■ Administration of SRTS Studies Projects</li> </ul>	ADOT

### External Park Funding Sources

A number and variety of different external funding sources are available to park development including the following funding sources:

## ***Partnerships***

A Partnership is a joint development funding sources between two separate agencies, such as two government entities, a non-profit and a city department, or a private company and a city department. Two partners jointly develop revenue producing parks and recreation facilities and share risk, operational costs, responsibilities, and asset management, based on the strengths and weaknesses of each partner.

## ***Corporate Sponsorships***

A Corporate Sponsorship is a revenue-funding source that allows corporations to invest in the development or enhancement of existing and future facilities in parks systems. A high use of sponsorships is for the funding of program and events.

## ***Foundations and Partner/Donations***

Funding for Foundations and Partner/Donations is provided by tax-exempt, non-profit organizations established with private donation to promote specific causes, activities, or issues. Foundation and Partner/Donations offer a variety of means to fund capital projects including capital campaigns, gift catalogs, fundraisers, endowments, sales of items, etc.

## ***Private Donations***

Private Donations may be received in the form of funds, land, facilities, recreation equipment, art, or in-kind services. Private Donations from local and regional businesses as sponsors for events or facilities should be pursued.

## ***Irrevocable Remainder Trusts***

Irrevocable Remainder Trusts are available to individuals typically having over one (1) million dollars in wealth. These individuals leave a portion of their wealth to the city in a trust fund that grows over a period of time and then is available for the city to use a portion of the interest to support specific parks and recreation facilities and programs that are designated by the trustee.

## ***Volunteerism***

Volunteerism is an indirect revenue source in that persons donate time to assist the department in providing a product or a service on an hourly basis. This reduces the city cost in providing the service and builds advocacy.

## ***Capital Fees***

Capital Fees are added to the cost of revenue-producing facilities such as golf courses, recreation centers, and pool facilities to support capital improvements that benefits users of the facility.

## **User Fees**

### ***Recreation Service Fees***

A dedicated user fee established by ordinance for the purpose of constructing and maintaining recreation facilities. A Recreation Service Fee can apply to all organized activities requiring a reservation of some type, or other purpose as defined by ordinance. Examples of such activities include special interest classes, adult basketball, volleyball, tennis, youth baseball, soccer, football, and softball leagues. This enables users of the facility to provide for the maintenance of the facility being used.

***Fees/Charges***

Fees/Charges must be market-driven and based on both public and private facilities. The potential outcome if revenue generation is consistent with national trends relating to public parks and recreation agencies, which generate on average 35% to 50% of operating expenditures.

***Ticket Sales/Admissions***

Ticket Sales/Admissions is a revenue source generated by providing access to facilities for self-directed activities such as pools, ice-skating rinks, ballparks, and entertainment facilities.

***Temporary Permits***

Temporary Permits, such as a Special Use Permit allow individuals to use specific park property for financial gain.

***Concession Management***

Concession Management generates revenue from retail sales or rentals of soft goods, hard goods, or consumable items. The city either contracts for the services or receives a set amount of the gross percentage of the full revenue dollars that incorporate a profit after expenses.

***Private Management***

Private Management entails contracting with a private business to provide and operate desirable recreation activities that are financed, constructed, and operated by the private sector with additional compensation paid to the City.

***Naming Rights***

Many cities and counties sell naming rights for new buildings or renovations of existing buildings and parks for the development cost associated with the improvement.

***Private Developers***

Private Developers enter into a license agreement for city-owned land through a subordinate agreement that pays out a set dollar amount plus a percentage of gross dollars for recreation enhancements. Examples include a golf course, marina, restaurants, driving ranges, sports complexes, equestrian facilities, recreation centers, and ice-skating arenas.

***Easements***

This revenue source is available when the city allows utility companies, businesses, or individuals to develop some kind of an improvement above ground or below ground on their property for a set period of time with a set dollar amount to be received by the City on an annual basis.

***Interlocal Agreements***

Interlocal Agreements involve contractual relationships entered into between two or more local units of government and/or between a local unit of government and a non-profit organization for the joint usage/development of sports fields, regional parks, and other facilities.

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## Appendix

The San Luis 2040 General Plan identifies numerous goals and policies relative to parks and recreation and bicycle and pedestrian facilities in the City of San Luis. These policies were intended as the starting point for this Parks, Paths, and Trails Plan and were used to guide and inform the development of the parks system and bicycle and pedestrian network. Notable Goals, with associated policies from the San Luis 2040 General Plan are listed below.

### Goal PS-1

San Luis provides high-quality public services and municipal facilities that support and efficiently serve current and future growth in a viable and sustainable manner.

- Policy PS-1.4** Promote and participate in public-public and public-private partnerships for shared-use facilities and shared infrastructure development where appropriate.
- Policy PS-1.6** Promote public-private partnerships and coordinate public facility, infrastructure, and public service expansions with private development as appropriate and fiscally advantageous to the city.
- Policy PS-1.7** Consider the cost of maintenance and operations of public buildings and facilities in the Capital Improvements Program (CIP) and annual operating budget processes.
- Policy PS-1.10** Pursue partnerships with public agencies with private interests to provide for joint-use facilities for community gathering, recreational and other public services provided to the community.

### Goal PS-9

San Luis proactively plans for park and recreational facilities that meet the needs of current and future residents as the community grows.

- Policy PS-9.1** Fund develop and implement a Parks and Recreation Master Plan providing for comprehensive park development, park management, and recreation programming to serve the build-out population contemplated by the FLUM of the San Luis 2040 General Plan.
- Policy PS-9.2** Create an interim inventory and maintenance plan for existing parks and recreation facilities owned and operated by the City of San Luis.
- Policy PS-9.3** Explore and identify funding sources for park, trail, and recreational facility development including identification of potential revenue sources and increasing public awareness of the cost to build, operate, and maintain parks, trails, and recreational facilities and programs.

# CITY OF SAN LUIS | PARKS, PATHS & TRAILS MASTER PLAN

- Policy PS-9.4** The city should acquire land for future neighborhood and community parks through land dedications from private land developers in conjunction with the rezoning and development review process.
- Policy PS-9.5** Develop and implement a strategy to fund, design, and construct community-level park facilities, including multiple athletic fields for day and nighttime use.
- Policy PS-9.6** Pursue an intergovernmental agreement between the City of San Luis and the Bureau of Reclamation for potential land exchanges/transfers to support park and trail development on federally owned land.
- Policy PS-9.7** Explore opportunities to develop linear parks and trails along canals and drainage channels.
- Policy PS-9.8** Provide for the enhancement and maintenance of parks, trails, and open spaces through public-public and public-private partnerships, volunteer programs, and other agencies or entities as appropriate.
- Policy PS-9.9** Develop and implement the findings of a funding strategy and feasibility analysis to improve and expand public services relative to parks, libraries, community education, and recreation programs for San Luis.
- Policy PS-9.10** Identify and pursue funding opportunities to help Plan, develop, build, and maintain parks, including a dedicated sales tax, a special taxing district, revised development impact fees, or private sponsorship of City-owned facilities.

## Goal PS-11

Park and recreational facilities are easily accessible throughout the community to all residents.

- Policy PS-11.1** Integrate paths and trails through neighborhoods that link to parks, open spaces, and other recreational opportunities in the community.
- Policy PS-11.2** Ensure parks and recreational facilities are American with Disabilities Act (ADA) accessible.
- Policy PS-11.3** Site parks near principal arterial roadways, connected to primary bikeways and pedestrian paths.
- Policy PS-11.4** Explore opportunities to enhance connectivity between POE 1 and Joe Orduño Park via a trail or linear park through Downtown San Luis.
- Policy PS-11.5** Establish long-term strategies for path and trail linkages between neighborhoods, parks, and natural open space areas, management, and cooperative planning opportunities with adjacent jurisdictions.



- Policy PS-11.6** Explore opportunities to repurpose land and provide additional park areas to serve residential development in the community.
- Policy PS-11.7** Encourage developers to provide active and passive recreational opportunities within stormwater retention basins, where appropriate.
- Policy PS-11.8** Coordinate park locations to provide access to bicycle and pedestrian linkages for a connected parks and open space system.
- Policy PS-11.9** Provide for a system of parks that serves all passive and active recreational needs of the community and offers a diverse variety of park types, facilities, and activities to serve all ages and abilities.

## Goal PS-12

San Luis provides an efficient and convenient multi-modal transportation system.

- Policy PS-12.1** Adopt a Complete Streets Policy that considers a variety of transportation modes – automobile, cycling, walking, public transit, etc. – and promotes safe access and efficient mobility for all users of the City’s publicly-supported and privately-paid transportation infrastructure elements, regardless of age or ability.
- Policy PS-12.2** Improve pedestrian safety, where appropriate, feasible, and consistent with the Americans with Disabilities Act (ADA) Guidelines, through construction of new sidewalks, pedestrian overpasses, pedestrian signals at major intersections, and locations of heavy pedestrian movements, improved curb cuts at crosswalk locations, curb extensions (“bulb-outs or “neckdowns”), and pedestrian refuge areas on major streets.
- Policy PS-15-1** Establish guidelines for neighborhood development requiring consideration of a well-connected, multimodal network to facilitate travel in and around the City of San Luis characterized by seamless bicycle and pedestrian infrastructure, direct routing, accessibility, few dead-ends, and few physical barriers.
- Policy PS-15.3** Identify and create, as appropriate and feasible, needed connections between existing neighborhoods, schools, parks, and activity areas, especially connections that increase access to health care and other critical community goods and services.
- Policy PS-15.5** Formulate and adopt a formal policy to guide a sidewalk development program to address current gaps in the system of sidewalks and connect neighborhoods and activity areas.
- Policy PS-15.6** Develop a Trails Master Plan that supports pedestrian and bicycle access and mobility within the City of San Luis, especially relative to the schools, canals, and Ports of Entry. Coordinate plan development with Safe Routes to Schools (SRTS) initiative and redevelopment of San Luis POE I.

- Policy PS-1.4** Promote and participate in public-public and public-private partnerships for shared-use facilities and shared infrastructure development where appropriate.
- Policy PS-1.6** Promote public-private partnerships and coordinate public facility, infrastructure, and public service expansions with private development as appropriate and fiscally advantageous to the city.
- Policy PS-1.7** Consider the cost of maintenance and operations of public buildings and facilities in the Capital Improvements Program (CIP) and annual operating budget processes.
- Policy PS-1.10** Pursue partnerships with public agencies with private interests to provide for joint-use facilities for community gathering, recreational and other public services provided to the community.

## Goal PS-15

San Luis provides connectivity between neighborhoods, schools, jobs and shopping.

- Policy PS-15-1** Establish guidelines for neighborhood development requiring consideration of a well-connected, multimodal network to facilitate travel in and around the City of San Luis characterized by seamless bicycle and pedestrian infrastructure, direct routing, accessibility, few dead-ends, and few physical barriers.
- Policy PS-15.3** Identify and create, as appropriate and feasible, needed connections between existing neighborhoods, schools, parks, and activity areas, especially connections that increase access to health care and other critical community goods and services.
- Policy PS-15.5** Formulate and adopt a formal policy to guide a sidewalk development program to address current gaps in the system of sidewalks and connect neighborhoods and activity areas.
- Policy PS-15.6** Develop a Trails Master Plan that supports pedestrian and bicycle access and mobility within the City of San Luis, especially relative to the schools, canals, and Ports of Entry. Coordinate plan development with Safe Routes to Schools (SRTS) initiative and redevelopment of San Luis POE I.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. I.

**Meeting Date:** 03/25/2026

**Department Head:** Joe Estes, City Attorney, Attorney's Office

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

**Action Requested:** Motion  
Resolution

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#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2396. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending Section HR-4-03(A) of the City of San Luis Personnel Policies relating to Holidays by renaming Cesar Chavez Day; and declaring it an emergency. **(Jenny Torres, City Manager)**

*(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)*

#### SUMMARY:

On January 23, 2019, the City Council approved Resolution No. 2062, adding March 31st as a City holiday to honor Cesar Chavez and his work as a civil rights leader and advocate for agricultural workers. Recently, serious allegations have been made against Cesar Chavez that are deeply concerning and have had a significant impact on our community. In light of these allegations, staff recommends renaming this holiday to Farm Workers' Day. This change is intended to ensure this holiday remains respectful, inclusive, and aligned with our community values while continuing to recognize the enduring impact of farm workers, labor leaders, and community advocates.

#### Emergency Passage of Resolution No. 2396

Since these allegations came to light just 2 weeks before March 31st, there are not thirty (30) days available for the resolution to become effective. Given the seriousness of these allegations, it is necessary to pass this resolution as an emergency for the immediate preservation of the peace of the city.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2396 AND DECLARE AN EMERGENCY.**

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#### Fiscal Impact

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

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**Attachments**

Resolution No. 2396

Resolution No. 2062

HR-4-03

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# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2396

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING SECTION HR-4-03(A) OF THE CITY OF SAN LUIS PERSONNEL POLICIES RELATING TO HOLIDAYS BY RENAMING CESAR CHAVEZ DAY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, On January 23, 2019 the City Council approved Resolution No. 2062 adding March 31<sup>st</sup> as the City holiday Cesar Chavez Day.

**WHEREAS**, Recent allegations of a serious nature regarding Cesar Chavez have impacted his reputation within the context of history and the community.

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

**Section 1:** That all references to "Cesar Chavez Day" within Section HR-4-03(A) of the City of San Luis Personnel Policies be replaced with "Farm Workers' Day".

**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 Resolution.

**Section 3:** The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the City of San Luis as, under Arizona law, resolutions require thirty (30) days to become effective, leaving insufficient time for the resolution to become effective before the next occurrence of the holiday.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_ day of March, 2026.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Joseph Estes, City Attorney



# *Resolution*

**No. 2062**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING SECTION HR-4-03(A) OF THE CITY OF SAN LUIS PERSONNEL POLICIES RELATING TO HOLIDAYS ADDING A HOLIDAY TO HONOR CÉSAR CHÁVEZ AND PROMOTE COMMUNITY SERVICE.**

**WHEREAS**, A.R.S. §1-308 enacted in the year 2000 states that March 31, in each year, shall be observed as Cesar Chavez day.

**WHEREAS**, César Estrada Chávez was born March 31, 1927, in Yuma and died April 23, 1993, in San Luis;

**WHEREAS**, César Chávez lived the hardships of a farm worker from childhood into early adulthood;

**WHEREAS**, César Chávez dedicated his life to community organizing and opposed abuses through non-violence and unionized farm workers to fight for fair wages, healthcare coverage, pension benefits, livable housing and respect;

**WHEREAS**, after protest marches and boycotts, by 1970 with César Chávez's leadership the United Farm Workers organized the largest farmworker strike in history which won higher wages for those laboring in the grape and lettuce fields;

**WHEREAS**, before his death in San Luis, he was still helping the United Farm Workers; and

**WHEREAS**, to honor of the many achievements, the City of San Luis desires to join with California, Colorado and Texas which have chosen to promote community service by declaring March 31, César Chávez Day an official holiday;

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

**Section 1.** Section HR-4-03(A) of the City of San Luis Personnel Policies is deleted and replaced as follows:

**HR-4-03 Holidays.**

**A. City service holidays.** Holidays shall be observed on the day they occur unless the Holiday falls on a Saturday, at which time the Holiday will be observed the Friday preceding it, and if the Holiday falls on a Sunday, it will be observed the following Monday. The City observes 11 holidays as follows:

- |                                          |                                               |
|------------------------------------------|-----------------------------------------------|
| 1. January 1 <sup>st</sup>               | “New Year’s Day,”                             |
| 2. 3 <sup>rd</sup> Monday in January     | “Martin Luther King, Jr. / Civil Rights Day,” |
| 3. 3 <sup>rd</sup> Monday in February    | “Lincoln-Washington / Presidents’ Day,”       |
| 4. March 31 <sup>st</sup>                | “César Chávez Day,”                           |
| 5. Last Monday in May                    | “Memorial Day,”                               |
| 6. July 4 <sup>th</sup>                  | “Independence Day,”                           |
| 7. 1 <sup>st</sup> Monday in September   | “Labor Day,”                                  |
| 8. 2 <sup>nd</sup> Monday in October     | “Columbus Day,”                               |
| 9. November 11 <sup>th</sup>             | “Veterans’ Day,”                              |
| 10. 4 <sup>th</sup> Thursday in November | “Thanksgiving Day,” and                       |
| 11. December 25 <sup>th</sup>            | “Christmas Day”                               |

**PASSED, APPROVED and ADOPTED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_ day of January 2019.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Purpose: To establish holidays observed by the City and to determine eligibility for holiday pay.**

**HR-4-03. Holidays.**

- A. City service holidays. Holidays shall be observed on the day they occur unless the Holiday falls on a Saturday, at which time the Holiday will be observed the Friday preceding it, and if the Holiday falls on a Sunday, it will be observed the following Monday. The City observes 10 holidays as follows:
  - 4. January 1, "New Year's Day".
  - 5. Third Monday in January, "Martin Luther King, Jr./Civil Rights Day".
  - 6. Third Monday in February, "Lincoln/Washington Presidents' Day".
  - 7. Last day of March, "Cesar Chavez Day".
  - 8. Last Monday in May, "Memorial Day".
  - 9. July 4, "Independence Day".
  - 10. First Monday in September, "Labor Day".
  - 11. Second Monday in October, "Columbus Day".
  - 12. November 11, "Veterans Day".
  - 13. Fourth Thursday in November, "Thanksgiving Day".
  - 14. December 25, "Christmas Day"
- B. Employees scheduled to work. An employee who is regularly scheduled to work on a day on which one of the holidays listed in subsection (A) above is observed is entitled to be absent with pay for the number of hours regularly scheduled to work, not to exceed 8 hours for employees working a 7-day work week, unless required to work to maintain essential City services.
- C. Employees not scheduled to work. An employee, excluding seasonal, temporary, emergency, and part-time employees, who is not scheduled to work on a day on which one of the holidays listed in subsection (A) above is observed shall receive holiday compensation for the number of hours normally worked per day, not to exceed eight for employees working a seven-day work week, provided the employee is not on leave without pay on the employee's work days immediately preceding or following the day on which the holiday is observed.
- D. Employees required to work. An employee who is required to work on a day on which a holiday listed in subsection (A) of this section is observed shall receive both holiday compensation and 1 1/2 hour of pay at the current salary rate for each hour worked. Holiday hours shall not be counted as hours worked for purposes of determining overtime or compensatory leave.
- E. Holiday compensation for employees working a seven-day workweek.
  - 15. Seasonal, temporary, and emergency employees do not receive holiday compensation and shall receive one hour of pay at the current salary rate for each hour worked during a holiday.
  - 16. An employee may not receive more than 8 hours of holiday compensation for any holiday if the employee works a 7-day work period.
- F. Holiday compensation for employees working a 28-day work period.

1. Employees working a 28-day period shall receive holiday leave at the rate of ten and six tenths (10.6) per holiday or a maximum of one hundred six (106) hours per calendar year. Observed holidays will be normal workdays for CSL firefighters the 10.6 hours will be accrued to a leave bank. Firefighters may use their leave at any time so long as their leave is requested by a supervisor or department head. On the final pay period of each fiscal year any hours that remain in the individual firefighters leave bank shall be paid out.