NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, December 11, 2019. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 11 de Diciembre del 2019. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 11, 2019
7:00 p.m.

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

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

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

4. A. **MINUTES OF**
- Work Session held November 20, 2019

4. B. **DISBURSEMENTS FROM NOVEMBER 16, 2019 THROUGH NOVEMBER 30, 2019.**
Total Disbursements $862,164.53
(Eight Hundred Sixty-Two Thousand, One Hundred Sixty-Four Dollars and Fifty-Three Cents)

4. C. Discussion and possible action on any and all matters regarding entering into a construction contract with Cemex Construction Materials South, LLC for the Rancho Los Oros Roadway Improvements Project (CDBG Contract #113-20). **(Mary French-Jones, Grant Writer)**

4. D. Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. associated with the design of Rancho Los Oros Improvements - Phase II. **(Mary French-Jones, Grant Writer)**

4. E. Discussion and possible action on any and all matters regarding a contract with Berkeley Research Group, LLC., associated with the Development of Feasibility Study for Natural Gas in San Luis, Arizona. **(Jenny Torres, Economic Development Manager)**

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394 and Resolution No. 2109. A resolution of the Mayor and City Council of the City of San Luis amending the 2020 General Plan to change the land use designation of approximately 164.76 acres of land located on the northeast corner of Avenue E and County 24th Street from Business and Industrial to Neighborhood; repealing any conflict provisions; and providing for severability. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2109

5. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395 and Resolution No. 2110. A resolution of the Mayor and City Council of the City of San Luis amending the 2020 General Plan to change the land use designation of approximately 18.44 acres of land located on the southeast corner of 20th Avenue and County 24th Street from Business to Neighborhood; repealing any conflict provisions; and providing for severability. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2110

5. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396 and Resolution No. 2111. A resolution of the Mayor and City Council of the City of San Luis amending the 2020 General Plan to change the land use designation of approximately 493 acres of land located on the southeast corner of County 24th Street and Avenue D. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2111

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

7. CALL TO THE PUBLIC
This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

8. ADJOURNMENT

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. A.**

Meeting Date: 12/11/2019

Summary

MINUTES OF

- Work Session held November 20, 2019

Attachments

11/20/2019 WS

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 20, 2019
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called for an informal Work Session at approximately 6:33 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Cruz
Council Member Mario Buchanan Jr.

ABSENT: Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Christine Hagen, Acting City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Derek Dueñas, Information Technology Manager
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, Assistant to Council/PIO
Glenn Gimbut, Assistant City Attorney
Jenny Torres, Economic Development Manager
Jonathan Dumadag, Senior IT Technician
Jose A. Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks and Recreation
Marco Santana, Police Lieutenant
Monica Castro, Director of Finance
Cesar Neyoy, Reporter
Christian Cuevas, Simultaneous Interpreter
Eddie Loo, Visitor
Elizabeth Carpenter, Visitor
Maria Robles, Resident
Olivia Jenkins, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding the possibility of a new park area for the community on County 24th Street between Avenues E and F. (Lizandro Galaviz, Director of Parks & Recreation)

Mr. Lizandro Galaviz, Director of Parks & Recreation, informed that there is an opportunity to purchase land in the east of San Luis for the development of a possible community park in that area. He stated that staff is seeking the City Council's direction that would like to address to staff. A concept plat for the 20 acres was shown to City Council, staff, and members of the public. He mentioned that staff would like to propose to work in different phases on these park amenities; one option would be to start with a 10-acre parcel; this would include three (3) soccer fields, ramadas, restroom areas, and parking. Mr. Galaviz presented a conceptual plan.

Mayor Gerardo Sanchez stated that the first step would be to purchase the land and develop the park in a period of two (2) years. He mentioned that the idea of the proposed property tax adoption was to bring a park similar to the proposed conceptual plan.

There were some recording issues between 6:35 p.m. and 6:38 p.m.

Mr. Glenn Gimbut, Assistant City Attorney, informed that it would be a 50-year loan on interest, or put it on a 25 year financing the payments will be less than $25,0000.00 a year, in which that loan can be paid from future park impact fees. He mentioned that this park would benefit the entire city, not just the east side of San Luis, as Eulogio Vera, Director of Public Works, is working with Yuma Metropolitan Planning Organization to open up County 24th Street to Urtuzuastegui Street. He added that this proposed park is more than double the size of Joe Orduño Park. He stated that if the city will obtain a warranty title and will not be at the mercy of the federal government or the state government.

Mayor Gerardo Sanchez commented if the city is to go through the federal government, it can take 7 to 10 years. He added that it is very important to start the process. He stated that currently there are people going to other parks outside the city limits just because there is not enough room to practice or just have a gathering because there is not enough room. He informed that in 1982 there was only one (1) park, and in 2019 it is still the same. He mentioned that one of the things that staff needs to ask themselves is what are people's priorities; one of the things is sports, and currently, there is no room for kids to play sports in the community. Mayor Gerardo Sanchez stated that one of the priorities is to provide recreational areas to the community, as the current areas are not enough anymore.

Mr. Gimbut informed that if the city was to buy land from State Land Department, it would be at market value, as they will hire an appraisal, and the city will have to pay what the appraisal says the land is worth. He added that the city could never go wrong investing in infrastructure.

Mayor Gerardo Sanchez stated that he agrees with Mr. Gimbut's comments about purchasing land; he mentioned that every time government land is leased, the city is at the mercy of the federal government.

Vice-Mayor Maria Cecilia Cruz stated that she supports this project as this is something Council has always wanted. She mentioned that Council should take advantage when opportunities arrive.

Mayor Gerardo Sanchez stated that the city is limited in space for the different recreational areas. He informed that retention areas are currently being used as parks and when it rains, the water goes in and floods the area. It is sad to see kids playing in those conditions. He stated that the City of San Luis deserves a second park.

Mr. Glenn Gimbut stated that the Mayor and Council had worked hard to talk to the citizens, and the number one thing expressed by those citizens was more parks and trees.

Council Member Mario Buchanan Jr. stated that the city needs parks. He mentioned that staff should work in obtaining a new park and let the future council finish it.

Mr. Gimbut stated that the city is growing to the east, and this proposed new park will be right in the heart of the newly developed area.

Mr. Lizandro Galaviz presented other conceptual plans for the proposed park. A copy of those pictures is included with the complete agenda packet filed in the City Clerk's Office. He agreed with Mayor Sanchez about the city being short in spaces for activities; this has been a challenge for the Parks & Recreation department. The proposed new park will include a pond which could be used for fishing activities and at the same park be the irrigation system to the park; will also include areas for parties, an amphitheater, ramadas, playgrounds, and open spaces for sports and also to move yearly events to this proposed new site.

Vice-Mayor Maria Cecilia Cruz stated that she would like to see a bike path to connect the whole community.

Mr. Galaviz informed that staff is currently working in a master plan to include a bike and pedestrian paths. He added that Public Works and Development Services is looking at the different options of connectivity.

Mayor Gerardo Sanchez stated that staff should continue looking at the financing options available. He mentioned that the city should be able to provide different recreation options to the community. He stated that staff should focus on the acquisition of land.

2. B. Discussion and possible directions to staff on any and all matters regarding a proposed ordinance for the safety of the use of the curbs at the border for taxi businesses. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending the City Code, Chapter 112, Transportation Business Regulations to provide for a border area zone and a system of issuance and regulations for border area taxi vehicle permits to operate within said zone; renumbering certain sections within Chapter 112; repealing any conflicting provisions; and providing for severability. (Richard Jessup, Chief of Police; Angel Ramirez, Fire Chief; and Eulogio Vera, Director of Public Works)

Mr. Angel Ramirez, Fire Chief, informed that this item was presented before Council during their Work Session held November 6, 2019, by Richard Jessup, Chief of Police. He mentioned that his presentation during this meeting would be focused on safety. He stated that this has been an ongoing issue on William Brooks and 2nd Avenues. Mr. Ramirez presented a video to Mayor and Council recorded by the San Luis Fire Department in said area. He mentioned that the increase of calls for services increased; for the month of November there were 4,000 calls for service from which 35% of the calls are at the US Port of Entry. He commented that getting from the San Luis Fire Station to the US Port of Entry is very challenging. He stated that staff has nothing against the taxi cab drivers; he added that he had meetings with different drivers and they understand the issue. He mentioned that currently staff is able to maneuver around that area to get into the port, but it is not ideal. Furthermore, he mentioned that moving the taxis to the east side approximately 300 feet from where they currently are, will be the ideal location for them, because of the port expansion.

Mr. Eulogio Vera, Director of Public Works, stated that if staff is allowed to move the taxis to the proposed new location, safety would significantly be increased. The plan would add a sidewalk to get to the proposed location; this will alleviate the current area for emergency and regular vehicles.

Mr. Glenn Gimbut, City Attorney, informed that the concept of this ordinance was something that was drafted back in 2008 by the request of the council. He mentioned that the city is not allowed to regulate taxi business, but the city is allowed to regulate other things. He added that the concept of this ordinance is to regulate the curb, street and who gets to park at the curb. He mentioned that the main concern here is safety. Mr. Gimbut informed that the proposed area could only park eight (8) taxis, there are currently 103 licensed taxis in town. He mentioned that one of the suggestions was to have a central office with dispatch will help the police department in dealing with problems. This will help control who is using those eight (8) spaces; this will not help solve all the problems but will help alleviate those problems.

Ms. Kay Marion Macuil, City Attorney, informed that staff is proposing a zone that will be in the southern border to the east side of the current location.

Mr. Gimbut informed that the zone is to designate taxi stands in the border area for people with a special permit will be able to park in the proposed area.

Mr. Ramirez informed that there is 1000 more call than last year during the month of November and 35% of the calls are at the port. The most important thing to consider is the time to arrive at the port, as every minute counts.

Mayor Gerardo Sanchez stated that the main reason for bringing this item back for discussion is to have everybody understand and ask questions and have a clear understanding that the main reason for the proposed ordinance is public safety, the other thing is because General Services Administration is asking for the Friendship Park land, which means that the expansion of the port is coming. He thanked city staff for being proactive.

3. ADJOURNMENT

MOTION: Vice-Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to adjourn the meeting at approximately 7:19 p.m.

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session for the City Council of the City of San Luis, Arizona, held on November 20, 2019. 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 **4. B.**

Meeting Date: 12/11/2019

Summary

DISBURSEMENTS FROM NOVEMBER 16, 2019 THROUGH NOVEMBER 30, 2019.
Total Disbursements $862,164.53
(Eight Hundred Sixty-Two Thousand, One Hundred Sixty-Four Dollars and Fifty-Three Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING DECEMBER 11, 2019
Disbursement Reports from 11/16/2019 to 11/30/2019

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	11/20/2019	$ 110,891.68	Schedule A
Accounts Payable Check Account	11/21/2019	$ 200,347.77	Schedule B
Payroll Check Account	11/26/2019	$ 338,705.85	Schedule C
Accounts Payable Check Account	11/27/2019	$ 212,219.23	Schedule D

Total Disbursements: $ 862,164.53

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

Prepared by Angelica V. Castro: Angelica V Castro

Verified by Director of Finance: Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2019 DEC -4 A 9:17
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

Pay Day Register

Pay Date Range 11/27/19 - 11/27/19

Pay Batch 201940

Pay Batch 201940 Total

Employees in Pay Batch 267

Female Employees in Pay Batch 67

Hours Description	Hours	Gross
801 - COLA ADJUSTMENT	.0000	141,375.00
Total	0.0000	$141,375.00

Withholdings and Deductions		Gross Base
Gross	141,375.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	1,746.60	126,790.58
SOCIAL SECURITY TAX	8,765.31	141,375.00
MEDICARE	2,051.21	141,375.00
STATE WITHHOLDING	3,182.56	126,790.58
AZ STATE RETIREMENT	10,769.88	90,200.00
AZ STATE RETIREMENT	44.71	.00
LONG TERM DISABILITY	153.22	89,650.00
PSPRS FIRE DB RATE - TIER 1a	883.68	11,550.00
PSPRS FIRE DB RATE - TIER 1b	512.64	4,400.00
PSPRS FIRE DB RATE - TIER 2	64.08	550.00
PSPRS FIRE DB RATE - TIER 3	437.36	4,400.00
PSPRS FIRE DC RATE - TIER 3	49.50	550.00
PSPRS FIRE DISABILITY RATE	8.31	550.00
PSPRS POLICE DB RATE - TIER	589.12	7,700.00
PSPRS POLICE DB RATE - TIER	640.80	5,500.00
PSPRS POLICE DB RATE - TIER 2	256.32	2,200.00
PSPRS POLICE DB RATE - TIER 3	328.02	3,300.00
Net	$110,891.68 ✔	

Benefits		Gross Base
AZ STATE RETIREMENT	10,769.88	90,200.00
LONG TERM DISABILITY	153.22	89,650.00
PSPRS FIRE DB NORM - TIER 1	2,274.47	15,950.00
PSPRS FIRE DB NORM - TIER 2	78.43	550.00
PSPRS FIRE DB NORM - TIER 3	437.36	4,400.00
PSPRS FIRE DB UNFUND - TIER	499.38	15,950.00
PSPRS FIRE DB UNFUND - TIER	17.22	550.00
PSPRS FIRE DB UNFUND - TIER	154.98	4,950.00
PSPRS FIRE DCCN - TIER 3	49.50	550.00
PSPRS FIRE DISABILITY - TIER	8.31	550.00
PSPRS POLICE DB NORM - TIER	1,572.24	13,200.00
PSPRS POLICE DB NORM - TIER	262.04	2,200.00
PSPRS POLICE DB NORM - TIER	328.02	3,300.00
PSPRS POLICE DB UNFUND -	1,708.08	13,200.00
PSPRS POLICE DB UNFUND -	284.68	2,200.00
PSPRS POLICE DB UNFUND -	427.02	3,300.00
Total	$19,024.83	

Workers' Comp		Gross Base
Street or Road Construction	44.17	550.00
Total	$44.17	

Direct Deposits	Amount
Check	$110,891.68

Prepared by: Debora Luna

Approved by

Schedule B

City of San Luis

Payment Register

From Payment Date: 11/18/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92067	11/21/2019	Open			Accounts Payable	PUEBLO HOUSING & COMMUNITY DEV	$500.00		
92068	11/21/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	$175.00		
92069	11/21/2019	Open			Accounts Payable	SIMS MACKIN, LTD.	$2,360.00		
92070	11/21/2019	Open			Accounts Payable	SKAGGS COMPANIES, INC	$6,384.04		
92071	11/21/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	$1,120.00		
92072	11/21/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$17,101.82		
92073	11/21/2019	Open			Accounts Payable	SOUTHWEST BOOT CO INC	$4,530.87		
92074	11/21/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$753.27		
92075	11/21/2019	Open			Accounts Payable	SPECTRUM BUSINESS	$4,741.87		
92076	11/21/2019	Open			Accounts Payable	SPRAGUES SPORTS INC.	$143.82		
92077	11/21/2019	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	$21,000.00		
92078	11/21/2019	Open			Accounts Payable	US BANK	$1,500.00		
92079	11/21/2019	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$516.00		
92080	11/21/2019	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	$16,214.76		
92081	11/21/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$16.33		
92082	11/21/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	$1,697.59		
92083	11/21/2019	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	$3,139.59		
92084	11/21/2019	Open			Accounts Payable	YUMA SUN INC	$504.00		
92085	11/21/2019	Open			Accounts Payable	YUMA TRUCK PARTS	$173.68		
92086	11/21/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	$207.63		
Type Check Totals:					62 Transactions		$200,347.77		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	$200,347.77	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	62	$200,347.77	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	$200,347.77	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	62	$200,347.77	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**62**	**$200,347.77**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**62**	**$200,347.77**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**62**	**$200,347.77**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**62**	**$200,347.77**	**$0.00**

Prepared By:
Maggie Dominguez
Date: 11/21/19

City of San Luis

Payment Register

From Payment Date: 11/18/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
92025	11/20/2019	Open			Accounts Payable	24-7 GET FIT SL, LLC	$792.00		
92026	11/20/2019	Open			Accounts Payable	AGUILAR, YESENIA, M	$177.24		
92027	11/21/2019	Open			Accounts Payable	CELAYA, JOSE E	$489.61		
92028	11/21/2019	Open			Accounts Payable	DE LA HOYA, ARACELY	$465.70		
92029	11/21/2019	Open			Accounts Payable	ENCINAS PARTIDA, JOSE, A	$79.58		
92030	11/21/2019	Open			Accounts Payable	GIL, LUIS	$150.00		
92031	11/21/2019	Open			Accounts Payable	GONZALEZ, SAMUEL	$135.50		
92032	11/21/2019	Open			Accounts Payable	LOPEZ, ENRIQUE	$113.36		
92033	11/21/2019	Open			Accounts Payable	RAMIREZ, EDUARDO	$25.50		
92034	11/21/2019	Open			Accounts Payable	AIRGAS-WEST	$85.36		
92035	11/21/2019	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	$1,000.00		
92036	11/21/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$225.00		
92037	11/21/2019	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$21,287.02		
92038	11/21/2019	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	$635.82		
92039	11/21/2019	Open			Accounts Payable	BILL ALEXANDER FORD	$74.41		
92040	11/21/2019	Open			Accounts Payable	CDWG	$3,343.26		
92041	11/21/2019	Open			Accounts Payable	CSC OF YUMA	$47.94		
92042	11/21/2019	Open			Accounts Payable	DESERT WATER	$8.30		
92043	11/21/2019	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	$3,953.84		
92044	11/21/2019	Open			Accounts Payable	DOI/BLM	$1,712.89		
92045	11/21/2019	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	$4,752.87		
92046	11/21/2019	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	$143.01		
92047	11/21/2019	Open			Accounts Payable	GUST ROSENFELD P.L.C.	$1,869.22		
92048	11/21/2019	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$35,587.75		
92049	11/21/2019	Open			Accounts Payable	HUBER TECHNOLOGY, INC	$950.80		
92050	11/21/2019	Open			Accounts Payable	IMLA	$499.00		
92051	11/21/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	$12,922.50		
92052	11/21/2019	Open			Accounts Payable	KAMAN INDUSTRIAL TECHNOLOGIES	$317.30		
92053	11/21/2019	Open			Accounts Payable	KS STATE BANK	$33.00		
92054	11/21/2019	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$87.49		
92055	11/21/2019	Open			Accounts Payable	LG ON SITE LLC	$94.07		
92056	11/21/2019	Open			Accounts Payable	LOU'S GLOVES, INC	$624.00		
92057	11/21/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	$164.28		
92058	11/21/2019	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$2,009.44		
92059	11/21/2019	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,830.74		
92060	11/21/2019	Open			Accounts Payable	MONOPRICE INC.	$45.78		
92061	11/21/2019	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$11,951.72		
92062	11/21/2019	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	$705.19		
92063	11/21/2019	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	$1,685.93		
92064	11/21/2019	Open			Accounts Payable	PDQ.COM CORPORATION	$1,800.00		
92065	11/21/2019	Open			Accounts Payable	POINT EMBLEMS, LLC	$1,375.00		
92066	11/21/2019	Open			Accounts Payable	POLAR ICE LLC	$316.08		

Schedule C

Pay Day Register

Pay Date Range 11/09/19 - 11/22/19

Pay Batch 201924

PSPRS POLICE DB RATE - TIER	3,238.57	42,334.49
PSPRS POLICE DB RATE - TIER	3,193.69	27,413.70
PSPRS POLICE DB RATE - TIER 2	1,273.78	10,933.80
PSPRS POLICE DB RATE - TIER 3	1,533.89	15,431.36
STANDARD LIFE ADDTNL	963.13	.00
TRANSWESTERN MEXICAN	96.50	.00
U.S. MEX DENTAL - EE &	592.48	.00
U.S. MEX DENTAL - EE &	63.48	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	607.66	.00
US & MEX HEALTH = C	6,141.80	.00
US & MEX HEALTH = FAMILY	4,812.15	.00
US & MEX HEALTH = SP	898.80	.00
VSP - VISION FAMILY	628.00	.00
Net	$338,705.85 ✓	

ATTORNEY- ALL & CLERICAL-	67.02	30,462.67
AUTO SERVICE/ REPAIR	239.95	8,600.39
BUILDING- NOC OPER BY	1,060.96	29,308.72
BUS COMPANY AND DRIVERS	152.81	2,768.32
CLERICAL OFFICE/ LIBRARY/	251.02	104,582.72
Electrician	59.11	1,882.40
FIREFIGHTERS & DRIVERS	3,666.10	104,150.52
GARBAGE/ ASH/ REFUSE	280.10	4,481.60
MUNICIPAL/ TOWN/	81.56	4,660.50
PARKS- NOC ALL EMPLOYEES	553.99	17,870.61
POLICE OFFICERS	4,752.59	108,507.41
RECREATION- ALL EMPLOYEES/	189.80	13,853.61
SEWAGE DISPOSAL/ PLANT	706.02	20,523.75
Street or Road Construction	1,778.54	22,148.48
WATERWORKS OPERATIONS	678.42	19,550.67
Total	$14,587.32	

Direct Deposits	Amount
1st Bank Yuma	23,210.84
ACADEMY BANK	3,604.62
Bank of America	1,600.13
BANKCORP BANK	250.00
BBVA COMPASS	937.44
Charles Sch	200.00
Chase Bank	152,100.40
CHASE BANK CA	2,555.16
chase centro	1,041.74
Federal Credit Union	37,754.42
FF CREDIT UNION	300.00
FIREFIGHTER FIRST CREDIT UNION	3,478.09
GREEN DOT BANK	815.13
National Bank	650.00
Navy Federal	18,062.37
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,048.11
Sunbank	1,752.63
USAA FEDERAL SAVING	1,302.21
WASHINGTON FEDERAL	1,033.97
Wells Fargo	63,351.79
Total	✓ $315,169.05

Check $23,536.80

Prepared by: Debora Luna

Date:

Approved by

Schedule D

City of San Luis

Payment Register

From Payment Date: 11/25/2019 - To Payment Date: 11/27/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92201	11/27/2019	Open			Accounts Payable	RWC INTERNATIONAL LTD	$10,095.67		
92202	11/27/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$80.00		
92203	11/27/2019	Open			Accounts Payable	SONORAN CYCLES, LLC	$1,505.13		
92204	11/27/2019	Open			Accounts Payable	THE LIGHTHOUSE INC	$875.75		
92205	11/27/2019	Open			Accounts Payable	TRUCKMATES LLC	$2,187.93		
92206	11/27/2019	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	$4,950.91		
92207	11/27/2019	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$1,187.61		
92208	11/27/2019	Open			Accounts Payable	USA BLUE BOOK	$2,201.67		
92209	11/27/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$564.83		
92210	11/27/2019	Open			Accounts Payable	WESTERN REFUSE & RECYCLING EQUIPMENT, INC.	$490.56		
92211	11/27/2019	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$369.85		
92212	11/27/2019	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	$163.00		
92213	11/27/2019	Open			Accounts Payable	YUMA COUNTY WATER USERS	$34,659.67		
92214	11/27/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$1,117.28		
92215	11/27/2019	Open			Accounts Payable	YUMA SUN INC	$199.00		
92216	11/27/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	$418.63		
Type Check Totals:					130 Transactions		$212,219.23		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	130	$212,219.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	130	$212,219.23	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	130	$212,219.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	130	$212,219.23	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**130**	**$212,219.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**130**	**$212,219.23**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**130**	**$212,219.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**130**	**$212,219.23**	**$0.00**

Prepared By: Maggie Dominguez
Date: 11/27/19

City of San Luis

Payment Register

From Payment Date: 11/25/2019 - To Payment Date: 11/27/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
92087	11/26/2019	Open			Utility Management Refund	BECERRA MUNOZ, ANDRES	$125.20		
92088	11/26/2019	Open			Utility Management Refund	CANCHOLA, GRACIELA	$163.57		
92089	11/26/2019	Open			Utility Management Refund	CANEZ SOUZA, JESUS, H	$180.63		
92090	11/26/2019	Open			Utility Management Refund	CORRALES, FLORENCIO & ZENAIDA	$5.00		
92091	11/26/2019	Open			Utility Management Refund	DIAZ ROBERTO & JULIA	$204.78		
92092	11/26/2019	Open			Utility Management Refund	GLADIN, ANA, M	$26.94		
92093	11/26/2019	Open			Utility Management Refund	IRMA OLIVAS & MARIA NORIEGA	$63.71		
92094	11/26/2019	Open			Utility Management Refund	JIMENEZ, GILBERTO	$75.12		
92095	11/26/2019	Open			Utility Management Refund	JUAREZ, ISAIAS & OLIVIA GARCIA	$223.97		
92096	11/26/2019	Open			Utility Management Refund	KONTRIN, HRISTIJAN	$115.59		
92097	11/26/2019	Open			Utility Management Refund	MARTINEZ, BRENIS & JOSEFINA CHOLICO	$170.86		
92098	11/26/2019	Open			Utility Management Refund	MEDINA-LUZANILLA, ADRIANA	$123.30		
92099	11/26/2019	Open			Utility Management Refund	PADILLA, ARSENIO	$13.27		
92100	11/26/2019	Open			Utility Management Refund	PEREZ, MARIA F & ALFREDO GONZALEZ	$68.71		
92101	11/26/2019	Open			Utility Management Refund	RAMIREZ, ISMAEL CASTRO	$6.81		
92102	11/26/2019	Open			Utility Management Refund	REYES, MARIA , L	$13.40		
92103	11/26/2019	Open			Utility Management Refund	SALAZAR, RUBEN & ALICIA	$175.15		
92104	11/26/2019	Open			Utility Management Refund	SANDOVAL, NORA	$122.98		
92105	11/26/2019	Open			Utility Management Refund	SOTO, JUAN, A	$432.24		
92106	11/26/2019	Open			Utility Management Refund	VALENCIA, JOSE, LUIS	$566.37		
92107	11/26/2019	Open			Utility Management Refund	VELAZQUEZ, GUILLERMO & GUTIERREZ NANCY	$157.98		
92108	11/26/2019	Open			Utility Management Refund	VILLALOBOS, FIDENCIO Y MARIA	$115.66		
92109	11/26/2019	Open			Utility Management Refund	ZAMORA, JESUS & ROSARIO	$4.97		
92110	11/26/2019	Open			Utility Management Refund	ZUNIGA HUGHUES, KENIA	$208.36		
92111	11/26/2019	Open			Accounts Payable	DE LA HOYA, TADEO	$44.71		
92112	11/26/2019	Open			Accounts Payable	FLORES, EMMANUEL	$141.82		

City of San Luis

Payment Register

From Payment Date: 11/25/2019 - To Payment Date: 11/27/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92113	11/26/2019	Open			Accounts Payable	ROBLES, MARIO, M	$100.00		
92114	11/26/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	$92.30		
92115	11/26/2019	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
92116	11/26/2019	Open			Accounts Payable	FOP/ALC	$330.00		
92117	11/26/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$390.00		
92118	11/26/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,618.25		
92119	11/26/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
92120	11/26/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$90.50		
92121	11/26/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$875.00		
92122	11/27/2019	Open			Accounts Payable	AZUL CAFE	$974.27		
92123	11/27/2019	Open			Accounts Payable	BALSINO, PETER, M	$45.61		
92124	11/27/2019	Open			Accounts Payable	BARAJAS, DANIEL	$226.00		
92125	11/27/2019	Open			Accounts Payable	CELAYA, PAOLA	$144.00		
92126	11/27/2019	Open			Accounts Payable	CORNELIO, SONIA	$91.00		
92127	11/27/2019	Open			Accounts Payable	DE LA HOYA, TADEO	$1,200.00		
92128	11/27/2019	Open			Accounts Payable	ENCINAS, JOSE	$281.00		
92129	11/27/2019	Open			Accounts Payable	ESPINOZA, JAVIER, A	$160.00		
92130	11/27/2019	Open			Accounts Payable	FRANCO, MARTIN, A	$260.00		
92131	11/27/2019	Open			Accounts Payable	GARCIA, JESUS	$328.00		
92132	11/27/2019	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	$144.00		
92133	11/27/2019	Open			Accounts Payable	GUEVARA, GABRIELA	$209.00		
92134	11/27/2019	Open			Accounts Payable	GUGLIELMO & ASSOCIATES	$275.21		
92135	11/27/2019	Open			Accounts Payable	JESSUP , RICHARD	$281.00		
92136	11/27/2019	Open			Accounts Payable	LOPEZ, ENRIQUE	$76.00		
92137	11/27/2019	Open			Accounts Payable	LOPEZ, MELISSA	$91.00		
92138	11/27/2019	Open			Accounts Payable	LUNA, CYNTHIA	$100.00		
92139	11/27/2019	Open			Accounts Payable	LUNA, YESENIA	$26.33		
92140	11/27/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	$695.97		
92141	11/27/2019	Open			Accounts Payable	MECHO'S MOBIL WELDING	$480.00		
92142	11/27/2019	Open			Accounts Payable	MEDINA, JOSE	$260.00		
92143	11/27/2019	Open			Accounts Payable	PACHECO, ROMAN	$91.00		
92144	11/27/2019	Open			Accounts Payable	PEREZ SANTOYO, JESUS, A	$1,200.00		
92145	11/27/2019	Open			Accounts Payable	RAMIREZ, FELIPE	$108.00		
92146	11/27/2019	Open			Accounts Payable	RAMIREZ, TERESITA, D	$216.00		
92147	11/27/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	$300.00		
92148	11/27/2019	Open			Accounts Payable	SANTANA, MARCO	$281.00		
92149	11/27/2019	Open			Accounts Payable	SECRETARY OF STATE	$43.00		
92150	11/27/2019	Open			Accounts Payable	TAYLOR, JANET	$91.00		
92151	11/27/2019	Open			Accounts Payable	TORRES, CRISTIAN	$500.00		
92152	11/27/2019	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	$4,986.61		
92153	11/27/2019	Open			Accounts Payable	VALENZUELA, GABRIEL, A	$72.00		
92154	11/27/2019	Open			Accounts Payable	VERA, JOSE	$150.00		
92155	11/27/2019	Open			Accounts Payable	VIRAMONTES, SANTIAGO	$226.00		
92156	11/27/2019	Open			Accounts Payable	YUMA INSURANCE, INC	$50.00		

City of San Luis

Payment Register

From Payment Date: 11/25/2019 - To Payment Date: 11/27/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
92157	11/27/2019	Open			Accounts Payable	ZEPEDA, CESAR	$91.00		
92158	11/27/2019	Open			Accounts Payable	ARIZONA'S CHILDREN ASSOCIATION	$500.00		
92159	11/27/2019	Open			Accounts Payable	CHASSIS DYNAMICS LLC	$4,683.30		
92160	11/27/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	$30.63		
92161	11/27/2019	Open			Accounts Payable	4 IMPRINT	$2,781.65		
92162	11/27/2019	Open			Accounts Payable	AIRGAS-WEST	$1,772.35		
92163	11/27/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$75.00		
92164	11/27/2019	Open			Accounts Payable	ARIZONA FURNISHINGS	$1,879.94		
92165	11/27/2019	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$533.34		
92166	11/27/2019	Open			Accounts Payable	ARTCRAFT & FOREMOST, INC.	$643.50		
92167	11/27/2019	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$228.84		
92168	11/27/2019	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	$2,905.82		
92169	11/27/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$37.44		
92170	11/27/2019	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$234.17		
92171	11/27/2019	Open			Accounts Payable	BORDER PRECAST INC.	$2,400.00		
92172	11/27/2019	Open			Accounts Payable	CDWG	$8,365.77		
92173	11/27/2019	Open			Accounts Payable	CENTERLINE SUPPLY WEST	$4,809.08		
92174	11/27/2019	Open			Accounts Payable	CERTIFIED LABORATORIES DIVISION	$374.43		
92175	11/27/2019	Open			Accounts Payable	CIVICPLUS	$8,009.33		
92176	11/27/2019	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	$65.63		
92177	11/27/2019	Open			Accounts Payable	DATA IV INC.	$363.18		
92178	11/27/2019	Open			Accounts Payable	DESERT WATER	$7.46		
92179	11/27/2019	Open			Accounts Payable	DIGITAL ROOM LLC	$296.86		
92180	11/27/2019	Open			Accounts Payable	DNK PLUMBING SUPPLY	$324.71		
92181	11/27/2019	Open			Accounts Payable	EMPIRE MACHINERY	$582.09		
92182	11/27/2019	Open			Accounts Payable	FARO TECHNOLOGIES, INC	$986.02		
92183	11/27/2019	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	$90.00		
92184	11/27/2019	Open			Accounts Payable	GILA ELECTRONIC	$840.84		
92185	11/27/2019	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,015.00		
92186	11/27/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$49.98		
92187	11/27/2019	Open			Accounts Payable	KUSTOM SIGNALS, INC	$444.81		
92188	11/27/2019	Open			Accounts Payable	LACAL EQUIPMENT INC.	$6,715.71		
92189	11/27/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	$426.04		
92190	11/27/2019	Open			Accounts Payable	MAGU ENTERPRISE	$950.00		
92191	11/27/2019	Open			Accounts Payable	MOBILE CONCEPTS TECHNOLOGY LLC	$58,620.65		
92192	11/27/2019	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$354.01		
92193	11/27/2019	Open			Accounts Payable	NAPA AUTO PARTS	$117.15		
92194	11/27/2019	Open			Accounts Payable	NET TRANSCRIPTS INC.	$1,077.30		
92195	11/27/2019	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	$375.00		
92196	11/27/2019	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$1,495.49		
92197	11/27/2019	Open			Accounts Payable	PURCELL TIRE CO.	$3,442.11		
92198	11/27/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$6,542.55		
92199	11/27/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	$107.08		
92200	11/27/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	$1,755.38		

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. C.**

Meeting Date: 12/11/2019

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding entering into a construction contract with Cemex Construction Materials South, LLC for the Rancho Los Oros Roadway Improvements Project (CDBG Contract #113-20). **(Mary French-Jones, Grant Writer)**

SUMMARY:

Staff is seeking approval to enter into a contract with Cemex Construction Materials South, LLC, to complete the construction of Rancho Los Oros Roadway Improvements Project (CDBG Contract #113-20) in the amount of $523,384.05. The contractor was selected competitively by sealed bids and was the lowest bidder to be qualified and capable of performing the contract.

The improvements consist of, but not limited to, removal and replacement of 322 LF of 8-inch diameter sewer main; connection to 11 existing sewer services; installation of 749 LF of 12-inch diameter SDR-35 storm drainpipe, 2 storm drain manholes, 1 concrete inlet headwall structure; replace 4,926 SY of concrete rolled curb and gutter, sidewalk and driveway entrances. The project will also adjust existing water valves and sewer manholes with new frame and covers, and other work incidental to the project as specified in the contract documents and project plans. Two (2) roadway sags will be repaired during sewer replacement work. The anticipated construction is 120 days from city issuance of Notice to Proceed.

Staff recommends the approval of a construction contract to Cemex Construction Materials South, LLC, to complete the construction of Rancho Los Oros Roadway Improvements Project (CDBG Contract #113-20) in the amount of $523,384.05.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH CEMEX CONSTRUCTION MATERIALS SOUTH, LLC IN THE AMOUNT OF $523,374.60 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal/City/Sewer Bond
TOTAL:	$523,374.60
BUDGETED AMOUNT:	$500,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: C.O. Improvements Roads (CDBG 113-20) 255-210-90010.220

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

Sewer Bond 310-311-90015.350 in the amount of $185,731; CO Improvements Roads (CDBG 113-20) 255-210-90010.220 = $300,000 CDBG/Federal; HURF $74,073.05

Attachments

Cemex Contract

Cemex Proposal

Bid Evaluation & Recommendation

Project Map

CONTRACT

For the Construction of

City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG Contract #113-20)

THIS AGREEMENT made and entered into this ____ day of _____ , 2019 by and between **CEMEX Construction Materials South, LLC** (CONTRACTOR) of the **City of Yuma**, County of **Yuma**, and State of **Arizona**, party of the first part, hereinafter designated the CONTRACTOR, and the **City of San Luis, Arizona**, party of the second part, hereinafter designated the OWNER.

WITNESSETH: That the CONTRACTOR, for and in consideration of the sum to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis Rancho Los Oros Roadway Improvements (CDBG Contract #113-20)** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE III – LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by

Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

ARTICLE IV – CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS: Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as defined in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

ARTICLE V – COMPLIANCE WITH THE LAW:

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

All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

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

The CONTRACTOR certifies that it does not participate in and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

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

ARTICLE VI - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet **120 calendar days** from date of Notice to Proceed.

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE VIII – INDEMNIFICATION: The CONTRACTOR hereby agrees to indemnify and save harmless the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

IN WITNESS WHEREOF, the original CONTRACT will be filed with the City of San Luis Clerk.

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Dollars **($ 523,384.05)**.

This _____day of _____, 2019

_____
CONTRACTOR [Party of the First Part]

_____
Signature

_____
Name and Title

_____
Witness [If CONTRACTOR is an individual] [Date]

_____
Name and Title

This _____day of _____, 2019

City of San Luis, Arizona

_____
Gerado Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

CONTRACT PERFORMANCE SURETY BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:
That, _____, (hereinafter called the Principal), as Principal,

and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the City of San Luis, Arizona (hereinafter called Obligee) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____day of _____, 20____, to construct the Rancho Los Oros Roadway Improvements (CDBG Contract # 113-20), which CONTRACT is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, condition and agreements of the CONTRACT during the original term of CONTRACT and any extension of the CONTRACT, with or without notice to the Surety, and during the life of any guaranty required under the CONTRACT, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the CONTRACT that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with provisions of Title 34, Chapter 2, Arizona Revised Statures, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

_____
Agency of Record

_____
Agency Address

_____
Surety Firm

By _____
Surety Signature

_____
Name and Title {Attach current power of attorney}

_____
Principal Firm [Seal]

By _____
Principal Signature

_____
Name and Title

LABOR AND MATERIALS SURETY BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

KNOWN BY ALL MEN THESE PRESENTS:
That, _____, (hereafter called the Principal), as Principal

and _____, a corporation organized and existing under the laws of the State of _____and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the City of San Luis, Arizona (hereinafter called Obligee) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____day of _____, 20____, for City of San Luis Rancho Los Oros Roadway Improvements (CDBG Contract # 113-20), which CONTRACT is hereby referred to an made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the CONTRACT, this obligation is void, otherwise it remains in in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statues, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

_____
Agency of Record

_____
Agency Address

_____
Surety Firm

By _____
Surety Signature

_____
Name and Title {Attach current power of attorney}

_____
Principal Firm [Seal]

By _____
Principal Signature

_____
Name and Title

CITY OF SAN LUIS, ARIZONA
CERTIFICATE OF INSURANCE

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

The_____ Certifies that the following insurance policies have been issued on behalf of:

Name of Insured: _____

Address of Insured: _____

	Type of Insurance	Policy No.	Effective Date	Expiration Date	Amount	Limits of Liability
(1)	Workmen's Compensation					Statutory
(2)	Contractors Protective Bodily Injury				$1,000,000	Each Occurrence
(3)	Contractor's Protective Property Damage				$1,000,000 $1,000,000	Each Accident Aggregate
(3)	Contractual Bodily injury				$1,000,000	Each Occurrence
(3)	Contractual Property Damage				$1,000,000 $1,000,000	Each Accident Aggregate
(4)	Automobile Bodily Injury & Property Damage				$1,000,000	Each Occurrence

When the project includes construction of a new, or modification of an existing building [in addition to the above types]:

(5) Fire and extended coverage plus Vandalism and Malicious Mischief for the full amount of the CONTRACT, with the City of San Luis named as an additional insured.

		Policy No.	Expiration Date	Amount
(6)	Umbrella Coverage [if required within Special Provisions]			

Policy includes coverage for:

(1) a. Damage caused by blasting
b. Damage caused by collapse or structural injury
c. Damage to underground utilities

(2) Liability assumed in construction agreements and other types of CONTRACTS or agreements in effect in connection with insured operations

(3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

CITY OF SAN LUIS, ARIZONA
CERTIFICATE OF INSURANCE

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until thirty (30) days written notice of such cancellation or change has been delivered to the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349.

It is further agreed that:

(1) These policies shall not expire until all work has been completed and the PROJECT has been accepted in writing by the City of San Luis. A renewal Certificate of the required coverage must be sent to the City of San Luis not less than thirty (30) days prior to expiration date).

(2) The policy shall be endorsed to include the following additional insured language: “City of San Luis, Arizona shall be named as an additional insured with respect to liability arising out the activities performed by, or on behalf of the Contractor, including completed operations”.

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

_____ Countersigned by: _____

Date

_____
Signature

_____
Address

_____
Telephone Number

Proposal Kit

City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

COPY

CEMEX
2080 E. 20th Street
Yuma, AZ 85365

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Cemex Construction Materials South LLC.
2088 E 20th Street
Yuma Az 85365
ROC 249364 A

Project Name: Rancho Los Oros Roadway Improvements
(CDBG Contract # 113-20)

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 [Specifications], City of San Luis Supplemental to the MAG Uniform Standard Specification and Details for Public Works Construction [Specifications], and the City of Yuma Construction Standard Detail Drawings [Details], 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 be completed within **120 calendar days** from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
1	11-8-19	2	11/12/19

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)
For: City of San Luis, Arizona

BIDDER FIRM: Cemex Construction Materials South LLC

Bid No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
1	Remove Existing Asphalt (Any thickness)	4,924	SY	$ 2.00	$ 9,848.00
2	Remove Existing Concrete Curb (Any Type)	598	LF	$ 2.00	$ 1,196.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	336	SY	$ 10.00	$ 3,360.00
4	Remove Existing 18" Dia. Irrigation/Stormdrain PVC Pipe	6	LF	$ 40.00	$ 240.00
5	Remove Existing Sewermain (Any Size)	322	LF	$ 24.00	$ 7,728.00
6	Remove and Reinstall Existing Street Sign	1	EA	$ 317.00	$ 317.00
7	Pavement Structural Section No. 1 (3" AC / 8" ABC)	4,924	SY	$ 40.00	$ 196,960.00
8	Grading for Pavement	4,924	SY	$ 4.00	$ 19,696.00
9	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	877	CY	$ 39.00	$ 34,203.00
10	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	502	LF	$ 17.00	$ 8,534.00
11	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	96	LF	$ 17.00	$ 1,632.00
12	Sidewalk, Driveway, and Parkway (T=6") (City of Yuma Std. 3-135)	2,214	SF	$ 7.00	$ 15,498.00
13	Sidewalk Ramp (City of Yuma Std 3-145)	233	SF	$ 13.00	$ 3029.00
14	Sidewalk Ramp (City of Yuma Std 3-145, modified to rolled curb)	351	SF	$ 13.00	$ 4,563.00
15	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	438	SF	$ 11.00	$ 4,818.00

Bid No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
16	8" Diameter SDR-35 PVC Sewer Line	322	LF	$ 100.00	$ 32,200.00
17	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service (City of Yuma Std 6-015)	11	EA	$ 317.00	$ 3,487.00
18	12" Diameter SDR-35 PVC Stormdrain	799	LF	$ 69.00	$ 55,131.00
19	4" Diameter Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	2	EA	$ 4,440.00	$ 8,880.00
20	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA	$ 16,332.00	$ 16,332.00
21	12" Gate Valve - Stormdrain	1	EA	$ 4132.00	$ 4,132.00
22	18" Gate Valve, Waterman H-30 - Stormdrain	1	EA	$ 11,099.00	$ 11,099.00
23	18"x12"x18" Ductile Iron Pipe Tee With Thrust Block	1	EA	$ 2854.00	$ 2854.00
24	18" Dia. Transition Coupling	2	EA	$ 1,594.00	$ 3,188.00
25	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-044)	4	EA	$ 1,506.00	$ 6,024.00
26	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	7	EA	$ 365.00	$ 2,555.00
27	Survey Monument (City of Yuma Std 4-030)	3	EA	$ 357.00	$ 1071.00
28	Mobilization	1	LS	$ 9038.00	$ 9038.00
29	Storm Water Pollution Prevention Plan	1	LS	$ 3,568.00	$ 3,568.00
30	Maintenance and Protection of Traffic	1	LS	$ 159.00	$ 14,310.00
31	Construction Staking	1	LS	$ 11,416.00	$ 11,416.00
32	4" Diameter SDR-35 Sewer Service additional pipe and Cleanout (City of Yuma Std 6-015)	1	EA	$ 1,554.00	$ 1,554.00

TOTAL $ 498,452.00

5% CONTINGENCY SUBTOTAL $ 24,922.60

TOTAL ESTIMATED PROJECT COST $ 523,374.60

TOTAL BASE BID AMOUNT IN WORDS Five Hundred Twenty Three Thousand, Three Hundred Seventy Four dollars, Sixty Cents

THIS PROPOSAL IS SUBMITTED BY Cemex Construction Materials South LLC

a corporation organized under the laws of the State of Delaware,

or a partnership consisting of _____,

or individual trading as _____;

of the City of Yuma, Arizona (City, State) and is the holder

of Arizona State Contractor's license(s): General Engineering (type)

Classification A License No. 249364 A.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is $ 100,000 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm Cemex Construction Materials South LLC.

Address 2088 E. 20th Street

City, State, ZIP Yuma Arizona 85365

By _____
[Signature]

Name D.J. Shiplet

Title Construction MANAGER

Date 11-14-19

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Cemex Construction Materials South, LLC, as Principal, (hereinafter called the Principal), and the Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the State of CT and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis Rancho Los Oros Roadway Improvements (CDBG Contract # 113-20).

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 7th day of November, 2019.

Cemex Construction Materials South, LLC	Travelers Casualty and Surety Company of America
Principal Firm [Seal]	Surety Firm [Seal]
Principal Signature	Surety Signature
Francisco Salinas Assistant Treasurer	Vanessa Dominguez, Attorney-in-Fact
Name and Title	Name and Title

Aon Risk Services Southwest, Inc.
Agency of Record

5555 San Felipe Street, Ste.1500, Houston, TX 77056
Address
{NOTE: attach current power of attorney}

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Vanessa Dominguez** of **HOUSTON** **Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of November, 2019

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Description of CONTRACT:

Signature of Bidder

Construction Mgr.
Title

Cemex Construction Materials South, LLC.
Business Name

2088 E 20th St, Yuma, Az. 85365
Address

Subscribed and sworn to before me this 13 day of November 2019.

Notary Public

Notary Public in and for the County of Yuma, State Arizona.

My Commission Expires Oct 1, 2023.

Romona Beleu
Notary Public - Arizona
Yuma County
My Commission Expires
October 1, 2023
Commission # 572329

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL **IN THE SAME SEALED ENVELOPE.**

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	**CURRENT AZ LICENSE [SUB CONTRACTOR]**
1.	Desert Excavation	071605 L-11 076035 A-12
2.	Dahl Robins & Associates Inc.	Professional Services
3.	Quail Construction	290498
4.	Vulcan Materials	Asphalt Supply
5.		
6.		

Recipient: City of San Luis Contract No.: 113-20
Activity No.: _____ Activity Name: Rancho Los Dios Roadway Imp.

LS-2: CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, am submitting a bid to (**name of recipient**): City of San Luis for the construction of the (**name of project**): Rancho Los Dios Roadway Imp. and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
   a. Labor Standards Provisions (HUD 4010);
   b. Wage Decision # AZ20190021; Modification # 2; Bid Open Date 11-14-19; and that
   c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.

2. I hereby certify that:
   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
   b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.

4. Further, I certify that:
   a. The demographic and business information of the undersigned are:

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Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$	1	11	N	N	72-0296500	068114177	N	Cemex Construction Materials South LLC 2088 E. 20th Street Yuma Arizona 85365	249364 A

* *See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	*Type of Trade Code*
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☒ a corporation organized in the State of Delaware; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME	TITLE	ADDRESS
German Carmona	MANAGER	1501 Belvedere Rd. West Palm Beach, Florida 33406
Mik F Egan	MANAGER	1501 Belvedere Rd. West Palm Beach, Florida 33406
~~Evan Cates~~		
Trpimir Renic	MANAGER	1501 Belvedere Rd. West Palm Beach, Florida 33406

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d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	ADDRESS	NATURE OF INTEREST
None		

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	ADDRESS	TRADE CLASSIFICATION
None		

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: Comex Construction Materials South LLC
   b. Signature (**in ink**): RJ Shplet
   c. Typed or Printed Name: RJ. Shplet
   d. Title: Construction Manager
   e. Date: 11/14/19

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

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CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action 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 compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
   a. Recruitment, advertising and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;

f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contractor including social or recreational programs; and

h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants,* State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D J Shiplet

(Typed Name of Official)

(Signature of Official)

INCLUDE A COPY OF THE CURRENT WAGE RATE DECISION

PK 20

"General Decision Number: AZ20190021 07/26/2019

Superseded General Decision Number: AZ20180022

State: Arizona

Construction Type: Heavy
HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy
Construction on Treatment Plant Sites

County: Yuma County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January
1, 2015. If this contract is covered by the EO, the contractor
must pay all workers in any classification listed on this wage
determination at least $10.60 per hour (or the applicable wage
rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on
the contract does not appear on this wage determination, the
contractor must pay workers in that classification at least the
wage rate determined through the conformance process set forth
in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is
higher than the conformed wage rate). The EO minimum wage rate
will be adjusted annually. Please note that this EO applies to
the above-mentioned types of contracts entered into by the

federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the
Davis-Bacon Related Acts, including those set forth at 29 CFR
5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/08/2019
2	07/26/2019

* CARP0408-006 07/01/2019

	Rates	Fringes
CARPENTER (Excludes Form Work)...	$ 28.08	12.74

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* ELEC0570-009 06/01/2019

	Rates	Fringes
ELECTRICIAN.....	$ 27.50	18%+5.70

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from
a basing point at the Tucson Town Hall.
Zone B: 29 to 46 mile radius from the town hall in Tucson- an
additional $ 1.25 per hour
Zone C: 47 mile radius from the town hall in Tucson to the
outer limits of the geographic jurisdiction- an additional
$ 3.75 per hour

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* ENGI0428-011 07/01/2019

	Rates	Fringes

POWER EQUIPMENT OPERATOR

Group 1	$ 25.94	11.04
Group 2	$ 29.21	11.04
Group 3	$ 30.29	11.04

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Self-Propelled Compactor (with blade), Bulldozer, Grader/Blade (rough), Scraper

GROUP 3: Grader/Blade (finish)

PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only)	$ 19.58	6.40

SUAZ2012-010 05/17/2012

	Rates	Fringes
BRICKLAYER	$ 21.00	0.00
CARPENTER (Form Work Only)	$ 22.50	5.97
CEMENT MASON/CONCRETE FINISHER	$ 17.83	3.45
IRONWORKER, REINFORCING	$ 20.66	13.59
IRONWORKER, STRUCTURAL	$ 20.59	13.85
LABORER: Asphalt Raker/Shoveler/Spreader	$ 15.76	4.42
LABORER: Common or General	$ 16.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 17.00	PK 23.55

LABORER: Grade Checker.....$ 18.14	4.55
LABORER: Mason Tender - Cement/Concrete.....$ 12.91	0.00
LABORER: Pipelayer.....$ 14.52	2.35
LABORER: Power Tool Operator....$ 16.55	4.20
OPERATOR: Backhoe/Excavator/Trackhoe.....$ 18.14	2.31
OPERATOR: Crane.....$ 20.76	4.42
OPERATOR: Drill.....$ 23.99	7.60
OPERATOR: Forklift.....$ 19.86	4.75
OPERATOR: Loader (Front End)....$ 18.25	4.58
OPERATOR: Mechanic.....$ 17.41	4.03
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 17.07	3.20
OPERATOR: Roller.....$ 21.13	8.36
OPERATOR: Screed.....$ 16.82	2.52
OPERATOR: Tractor.....$ 24.43	7.70
OPERATOR: Trencher.....$ 16.11	2.25
OPERATOR: Broom/Sweeper.....$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....$ 19.94	4.10
PAINTER: Roller and Spray.....$ 20.65	4.45
PIPEFITTER.....$ 27.00	12.03
TRUCK DRIVER: Dump Truck.....$ 14.43	1.16
TRUCK DRIVER: Flatbed Truck.....$ 16.84	3.51
TRUCK DRIVER: Water Truck.....$ 14.10	2.21

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on
  a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: **CITY OF SAN LUIS**
RANCHO LOS OROS ROADWAY IMPROVEMENTS
(CDBG CONTRACT # 113-20)

2. Bid submission date: Thursday, November 14th, 2019

3. Bid evaluation summary:

No.	Bidder	Opening Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	CEMEX Construction Materials South LLC	$523,374.60	Yes	$523,384.05	1	None.
2	DPE Construction, Inc.	$913,010.70	Yes	$913,010.70	2	None.

4. The lowest evaluated bidder has been determined to be qualified and capable of performing the contract [***YES***].

5. On the basis of the evaluation which was carried out in accordance with the Bidding Documents, we recommend accepting the bid of the lowest evaluated bidder [***CEMEX Construction Materials South LLC***], which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Documents.

Bids Evaluated By:

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

(signature)

11/15/19
(date)

CITY OF SAN LUIS
RANCHO LOS OROS ROADWAY IMPROVEMENTS
(CDBG CONTRACT # 113-20)

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Bidder No. 1 CEMEX Construction Materials South LLC		Bidder No. 2 DPE Construction, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove Existing Asphalt (Any thickness)	4924	SY	$ 2.00	$ 9,848.00	$ 5.00	$ 24,620.00
2	Remove Existing Concrete Curb (Any Type)	598	LF	$ 2.00	$ 1,196.00	$ 6.00	$ 3,588.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	336	SY	$ 10.00	$ 3,360.00	$ 12.00	$ 4,032.00
4	Remove Existing 18" Dia. Irrigation/Stormdrain PVC Pipe	6	LF	$ 40.00	$ 240.00	$ 559.00	$ 3,354.00
5	Remove Existing Sewermain (Any Size)	322	LF	$ 24.00	$ 7,728.00	$ 150.00	$ 48,300.00
6	Remove and Reinstall Existing Street Sign	1	EA	$ 317.00	$ 317.00	$ 716.00	$ 716.00
7	Pavement Structural Section No. 1 (3" AC / 8" ABC)	4924	SY	$ 40.00	$ 196,960.00	$ 39.00	$ 192,036.00
8	Grading for Pavement	4924	SY	$ 4.00	$ 19,696.00	$ 17.00	$ 83,708.00
9	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	877	CY	$ 39.00	$ 34,203.00	$ 57.00	$ 49,989.00
10	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	502	LF	$ 17.00	$ 8,534.00	$ 28.00	$ 14,056.00
11	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	96	LF	$ 17.00	$ 1,632.00	$ 190.00	$ 18,240.00
12	Sidewalk, Driveway, and Parkway (T=6") (City of Yuma Std. 3-135)	2214	SF	$ 7.00	$ 15,498.00	$ 18.00	$ 39,852.00
13	Sidewalk Ramp (City of Yuma Std 3-145)	233	SF	$ 13.00	$ 3,029.00	$ 19.00	$ 4,427.00
14	Sidewalk Ramp (City of Yuma Std 3-145, modified to rolled curb)	351	SF	$ 13.00	$ 4,563.00	$ 13.00	$ 4,563.00
15	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	438	SF	$ 11.00	$ 4,818.00	$ 12.00	$ 5,256.00
16	8" Diameter SDR-35 PVC Sewer Line	322	LF	$ 100.00	$ 32,200.00	$ 315.00	$ 101,430.00
17	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service (City of Yuma Std 6-015)	11	EA	$ 317.00	$ 3,487.00	$ 5,500.00	$ 60,500.00
18	12" Diameter SDR-35 PVC Stormdrain	799	LF	$ 69.00	$ 55,131.00	$ 58.00	$ 46,342.00
19	4" Diameter Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	2	EA	$ 4,440.00	$ 8,880.00	$ 14,725.00	$ 29,450.00
20	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA	$ 16,332.00	$ 16,332.00	$ 16,600.00	$ 16,600.00
21	12" Gate Valve - Stormdrain	1	EA	$ 4,132.00	$ 4,132.00	$ 5,920.00	$ 5,920.00
22	18" Gate Valve, Waterman H-30 - Stormdrain	1	EA	$ 11,099.00	$ 11,099.00	$ 12,000.00	$ 12,000.00
23	18"x12"x18" Ductile Iron Pipe Tee With Thrust Block	1	EA	$ 2,854.00	$ 2,854.00	$ 8,245.00	$ 8,245.00
24	18" Dia. Transition Coupling	2	EA	$ 1,594.00	$ 3,188.00	$ 4,800.00	$ 9,600.00
25	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-044)	4	EA	$ 1,506.00	$ 6,024.00	$ 2,900.00	$ 11,600.00
26	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	7	EA	$ 365.00	$ 2,555.00	$ 1,100.00	$ 7,700.00
27	Survey Monument (City of Yuma Std 4-030)	3	EA	$ 357.00	$ 1,071.00	$ 720.00	$ 2,160.00
28	Mobilization	1	LS	$ 9,038.00	$ 9,038.00	$ 22,800.00	$ 22,800.00
29	Storm Water Pollution Prevention Plan	1	LS	$ 3,568.00	$ 3,568.00	$ 4,650.00	$ 4,650.00
30	Maintenance and Protection of Traffic	1	LS	$ 14,310.00	$ 14,310.00	$ 17,250.00	$ 17,250.00
31	Construction Staking	1	LS	$ 11,416.00	$ 11,416.00	$ 13,750.00	$ 13,750.00
32	4" Diameter SDR-35 Sewer Service additional pipe and Cleanout (City of Yuma Std 6-015)	1	EA	$ 1,554.00	$ 1,554.00	$ 2,800.00	$ 2,800.00
			TOTAL =		$498,461.00		$869,534.00
			5% CONTINGENCY SUBTOTAL =		$24,923.05		$43,476.70
			TOTAL ESTIMATED PROJECT COST =		$523,384.05		$913,010.70

Comments:
Bids received by Bidders 1 and 2 presented errors. Bid received by Bidder 1 (CEMEX) presented an arithmetic error (Original Bid was $523,374.60, and the tabulated Bid is $523,384.05). Bid received by Bidder 2 (DPE) presented an arithmetic error in the 5% Contingency Amount, but the Total Estimated Project Cost Bid is still $913,010.70. The arithmetic error in Bids 1 and 2 did not affect the bid results. Bidder 1 (CEMEX) is the lowest responsive bidder (Revised Bid amount $523,384.05).

JAMES DAVEY AND ASSOCIATES, INC.
1025 W. 24th Street Suite #2
Yuma, Arizona 85364

*Bids Received/Opened on November 41th, 2019

EXAMINATION OF BIDS

Project: **CITY OF SAN LUIS**
RANCHO LOS OROS ROADWAY IMPROVEMENTS
(CDBG CONTRACT # 113-20)

Bidder: CEMEX Construction Materials South LLC
2088 E 20th Street
Yuma, Arizona, 85365

No.: 1

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.
PK-8 thru 10: LS-2 Contractor's Certification.	Filled out and submitted.	No comment.
PK-11 thru 19: Certifications Signature Form	Filled out, signed, and submitted.	No comment.
PK-20 thru 29: Wage Rate Decision	Included for reference purposes.	No comment.
PK- 30 thru 33: Proof of prior experience.	Required narrative document proving that Contractor has undertaken and executed at least one project of similar scope and focus. Not required per Addendum No. 1.	No comment.

EXAMINATION OF BIDS

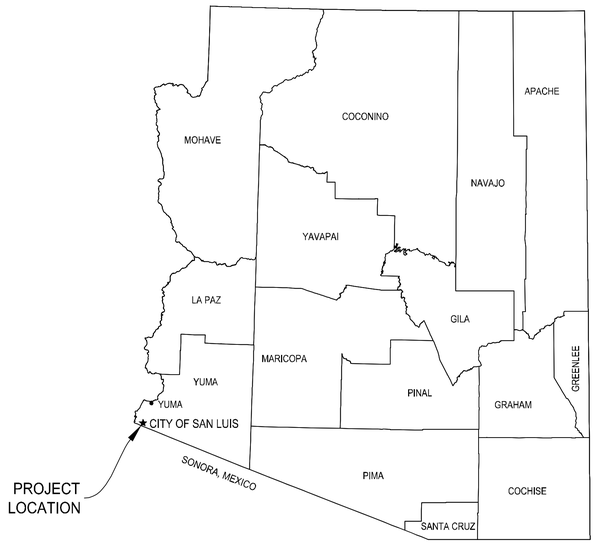
Project: **CITY OF SAN LUIS**
RANCHO LOS OROS ROADWAY IMPROVEMENTS
(CDBG CONTRACT # 113-20)

Bidder: DPE Construction, Inc.
1636-A E. 20th Street
Yuma, Arizona, 85365

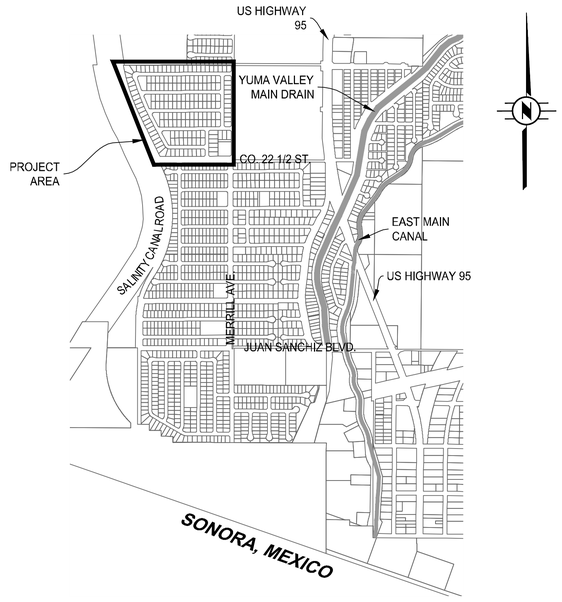
No.: 2

Responsive Bid: Yes

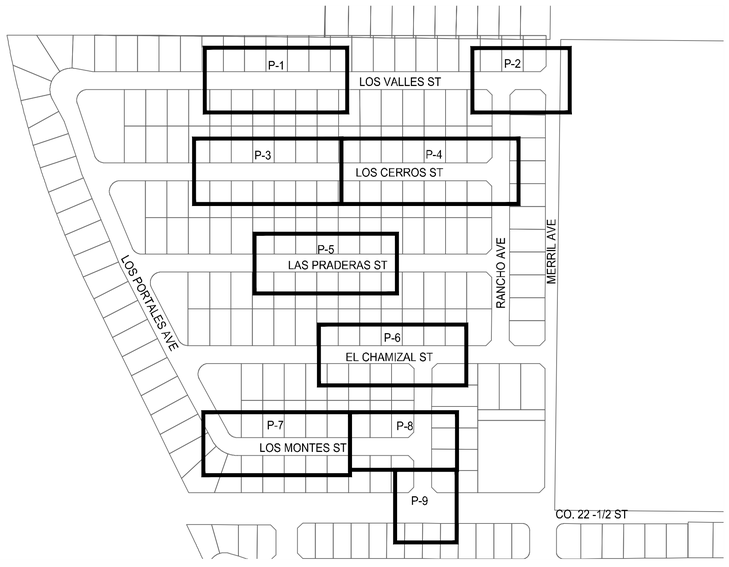
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LOCATION MAP
NTS



SAN LUIS VICINITY MAP
NTS



KEY MAP
NTS

SHEET INDEX

SHEET NUMBER:	TITLE:
T-1	COVER SHEET
G-1	PROJECT LOCATION, VICINITY MAP, KEY MAP, & GENERAL NOTES
G-2	LEGEND & ABBREVIATIONS
P-1	PLAN AND PROFILE - BEGIN PROJECT
P-2	PLAN AND PROFILE -
P-3	PLAN AND PROFILE -
P-4	PLAN AND PROFILE -
P-5	PLAN AND PROFILE -
P-6	PLAN AND PROFILE -
P-7	PLAN AND PROFILE -
P-8	PLAN AND PROFILE -
P-9	PLAN AND PROFILE -

BENCHMARKS

FD USD01 BRASS CAP WITH SURVEY FLAGGING AT
LEVEE ROAD ABOUT 375' SOUTH OF SAN JUAN
SANCHEZ BLVD. CENTERLINE ALIGNMENT
NORTHING = 544714.440
EASTING = 377497.450
ELEVATION = 94.01

NOTE: SEE PLAN SHEETS P-1 THROUGH P-9 FOR
ADDITIONAL FOUND SURVEY MONUMENTS

GENERAL NOTES

1. UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY EXISTENCE, LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO TRENCHING. CONTRACTOR SHALL PROTECT ALL UTILITIES IN PLACE UNLESS OTHERWISE SPECIFIED IN THE PLANS. CALL ARIZONA 811-1-800-STAKE-IT AT LEAST 48 HRS PRIOR TO EXCAVATION.

2. NOT ALL STANDARD DRAWINGS ARE INCLUDED HEREIN. STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

CSL-21

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

CITY OF SAN LUIS
RANCHO LOS OROS
ROADWAY IMPROVEMENTS - PHASE 1
PROJECT LOCATION, VICINITY MAP, KEY MAP & GENERAL NOTES

PRELIMINARY

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

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET G-1
MARCH 15, 2019

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. D.**

Meeting Date: 12/11/2019

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. associated with the design of Rancho Los Oros Improvements - Phase II. **(Mary French-Jones, Grant Writer)**

SUMMARY:

City staff is seeking future funding opportunities to complete the remaining infrastructure improvements within Rancho Los Oros subdivision. The city remains competitive for funding by preparing shovel-ready projects for submission to a variety of federal, state and local funders, such as Arizona Department of Housing's CDBG State Special Projects(s). Infrastructure proposals submitted for this funding stream must meet shovel-ready requirements. A construction project is considered shovel-ready when certain elements are completed prior to application submission including any design, engineering and planning elements. Staff is seeking approval to complete design for the second phase of Rancho Los Oros subdivision by obtaining a contract with James Davey and Associates, Inc. The company is very familiar with the complexity associated with the city's public infrastructure and Rancho Los Oros subdivision. James Davey and Associates, Inc. completed the design for the initial Rancho Los Oros Improvements Project (CDBC #113-20), slated for construction after the holidays. The company is also providing the project construction administration for the city. Phase II will complete similar components associated with sewer and roadway improvements, more specifically: one (1) section of sewer repair where the line has sagged; five (5) sections where the roadway has settled, plus general repaving work as the budget will allow. Phase II design cost is an estimated $30,180.00, and take approximately 90 days after issuance of Notice to Proceed.

Staff is requesting ratification for a contract with James Davey and Associates, Inc. James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES, INC. IN THE AMOUNT OF THIRTY THOUSAND, ONE HUNDRED AND EIGHTY DOLLARS ($30,180.00) AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City

TOTAL:	$30,180.00
BUDGETED AMOUNT:	$40,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	$40,000.00

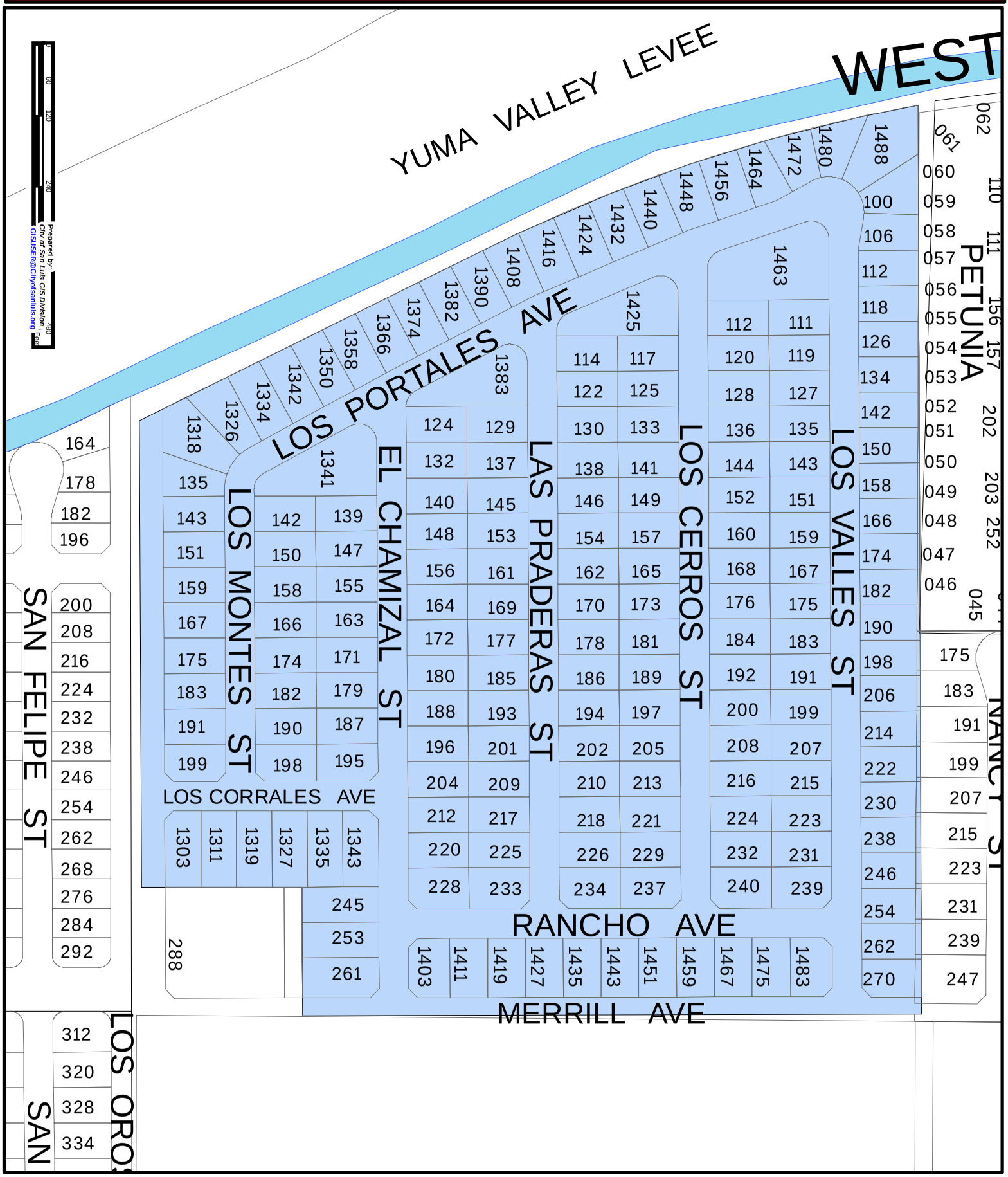
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

GL 100-999-90015 Engineering Design for CDBG-SSP Application Rancho Los Oros Phase 2

Attachments

Rancho Los Oros Area Map
Project Proposal
Contract

RANCHO LOS OROS



City of San Luis
Rancho Los Oros Reconstruction Project - Phase 2

Prepared by: James Davey and Associates, Inc.

November 21, 2019

Item	Description			Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
DESIGN PHASE SERVICES									
1	Project Management & Meetings			6	4				
2	Topographic Survey						4		Additional Topo Survey (majority of Topo Survey completed in Phase 1.)
3	Prepare Survey Base Sheets	7 Sheets	9 Hrs/Sheet	1	14	49			
4	Geotechnical Report							-	Phase 1 Geotechnical Report covered most of subdivision.
5	Utility Coordination/Conflict Resolution, Submittals to Utilities			1	8				Potholing Costs Not Included - Potholing assumed to be by City Utility Crews if needed.
6	Prepare Design Plans								
	Cover Sheet	1 Sheet	5 Hrs/Sheet		1	4			
	Roadway Plan and Profiles - 20 Scale	7 Sheets	18 Hrs/Sheet	7	28	91			1:20 Scale
	Sewer Plan and Profile Sheet	1 Sheet	20 Hrs/Sheet	1	3	16			1:20 Scale
	General Sheets/Standard Details	2 Sheets	9 Hrs/Sheet	1	4	13			
	Special Details	1 Sheets	11 Hrs/Sheet	1	2	8			
7	Prepare Special Conditions			1	8				
8	Prepare Quantities and Bid Schedule			1	10				
	Total Hours			20	82	181	4	0	
	Hourly Rates			$150	$125	$90	$160	x 1.05	
	Total Costs			$3,000	$10,250	$16,290	$640	$0	
	TOTAL FEE ESTIMATE								$30,180

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made the ___day of December, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and James Davey and Associates, Inc. an Arizona corporation, authorized to do business in the State of Arizona ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project"); and

B. CITY desires to engage CONSULTANT and CONSULTANT agrees to render professional services to perform certain specific duties and produce the specific work as set forth in the Proposal; and

C. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing introduction and Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT hereby agrees as follows:

SECTION ONE.
DESCRIPTION OF PROJECT

Project scope of work is described in the attached Exhibit 1.

SECTION TWO.
PROPOSAL SUBMITTAL

The Parties mutually agree that the attached Exhibit 1 as described in Section One above is incorporated in this Agreement by this reference.

SECTION THREE.
SCOPE OF WORK

CONSULTANT shall provide the Services as set forth in the Scope of Work described in the Exhibit 1 as attached and incorporated in this Agreement by this reference.

SECTION FOUR.
SCOPE OF WORK—ADDITIONAL SERVICES

CITY and CONSULTANT understand that it may be necessary for CONSULTANT to perform or secure the performance of consulting and related services other than those set forth in the proposal. If the CITY requests additional services, CONSULTANT shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. CONSULTANT shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis Economic Development Manager (referred to as the "Economic Development Manager") or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION FIVE.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER

CONSULTANT shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Economic Development Manager. The Economic Development Manager reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. The Economic Development Manager is authorized to execute the change orders on behalf of CITY.

SECTION SIX.
RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT represents and states to CITY that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. CONSULTANT further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are

rendered under this Agreement.

SECTION SEVEN.
INDEPENDENT CONTRACTOR

The Parties to this Agreement agree that CONSULTANT, his employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that CONSULTANT's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the CONSULTANT as independent contractor include, but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

SECTION EIGHT.
MATERIALS AND EQUIPMENT

CONSULTANT shall furnish at his own expense all materials and equipment necessary to carry out the terms of this Agreement.

SECTION NINE.
DIGITAL FILES

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY.

SECTION TEN.
EMPLOYMENT OF PERSONNEL

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel.

SECTION ELEVEN.
TIME OF PERFORMANCE

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in

accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's contract is 90 days from issuance of Notice to Proceed.

SECTION TWELVE.
COMPENSATION

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for $30,180.00. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. Satisfactory performance will be determined as described in Section Five.

SECTION THIRTEEN.
ASSIGNMENT

CONSULTANT shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

SECTION FOURTEEN.
INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties.

SECTION FIFTEEN.
INSURANCE

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the

requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to CITY.

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this Agreement, the following types and amounts of insurance:

Coverage Type	Coverage Amounts- Minimum Limits
Commercial General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability	$1,000,000 Combined Single Limit, per occurrence and $2,000,000 general aggregate

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	$1,000,000 Combined Single Limit, per Occurrence

If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of personal motor vehicle liability coverage for each such person.

Workers Compensation and Employer's Liability	Statutory $1,000,000
Professional Liability	$1,000,000 per claim and $2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the

performance of services under this Agreement. CONSULTANT shall provide CITY with certificates of insurance documenting that the CONSULTANT has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30-day prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

CONSULTANT will file a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by CONSULTANT shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The CONSULTANT shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

CONSULTANT declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. CONSULTANT certifies that, if she hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

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

C. Boycott

CONSULTANT certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01 (Not applicable for contracts under $100,000.00).

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

SECTION SEVENTEEN.
INSPECTION OF WORK

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of CONSULTANT. CONSULTANT shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve CONSULTANT of any obligation to perform such services in accordance with the law or this Agreement.

SECTION EIGHTEEN.
NO WAIVER

CONSULTANT agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION NINETEEN.
ATTORNEYS' FEES; COURT VENUE

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona in either the Superior Court or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed

by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

SECTION TWENTY.
NOTICES

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If for the CITY -

City Manager
City of San Luis
P.O. Box 1170(by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85349

Copy to

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

If to the CONSULTANT- James Davey, P.E., R.L.S., D.WRE
Principal Engineer
1025 W. 24th Street, Suite 2
Yuma, AZ 85364

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

SECTION TWENTY-ONE.
TERMINATION

This Agreement is effective as of the date first above written and shall continue until the services and Project are completed and delivered to the CITY. Either Party may terminate this Agreement

upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay CONSULTANT for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of CONSULTANT.

SECTION TWENTY-TWO.
OWNERSHIP OF DOCUMENTS

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT.

When CONSULTANT creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

SECTION TWENTY-THREE.
GOVERNING LAW AND SEVERABILITY

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

SECTION TWENTY-FOUR.
MISCELLANEOUS PROVISIONS

A. Headings

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

B. Authority

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

C. No Third-Party Beneficiaries

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

D. No Agency Created

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

E. No Personal Liability

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

F. Survival

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

G. Time is of the Essence

Time is of the essence in this Agreement and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed within 90 days of issuance of Notice to Proceed. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

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

I. Force Majeure

If CONSULTANT or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this

section, “force majeure” means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of ‘force majeure” include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

J. Counterparts

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

SECTION TWENTY-FIVE.
ENTIRE AGREEMENT

This Agreement, including its Exhibit, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

[Intentionally left bank, signatures continue on next page]

The Parties have executed this Agreement in Arizona the day and year first above written which is the day the last Party approved this Agreement.

	City of San Luis, Arizona Gerardo Sanchez, Mayor
ATTEST: Sonia Cornelio, City Clerk	**APPROVED AS TO FORM:** Kay Marion Macuil, City Attorney
	James Davey and Associates, Inc. James V. Davey, PE RLS

EXHIBIT 1. DUTY OF ENGINEER

The Engineer shall render professional engineering services as described below:

A. Basic Services.

1. Preliminary Design Phase.

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

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

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

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

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

2. Final Design Phase.

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

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

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

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

e. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Engineer at no additional cost to the City.

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

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

3. Other Services.

B. Special Services.

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

C. Performance.

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

2. The Engineer shall submit:

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

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

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

d. Final construction contract documents ready for bid.

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

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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. E.**

Meeting Date: 12/11/2019

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Berkeley Research Group, LLC., associated with the Development of Feasibility Study for Natural Gas in San Luis, Arizona. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis was awarded a technical assistance grant in the amount of $161,050.00 from the North American Development Bank (NADB) to develop a Natural Gas Feasibility Study in San Luis, Arizona. The purpose of the study is to review and evaluate the feasibility of developing a project to install the necessary infrastructure for natural gas supply and distribution grid in the communities of San Luis, Arizona, and San Luis Rio Colorado, Sonora, Mexico. The City of San Luis solicited consulting services on May 16, 2019. Staff received three (3) proposals from qualified consulting firms. The project's review committee ranked and selected Berkeley Research, LLC, and determined it to be the most qualified bidder. Under our purchasing code section 36.04, the lowest responsible bidder is considered to have the ability, capacity, and skill of the bidder to perform the contract or provide the service required.

As reported at the November 26, 2019, Special Council Meeting, the company changed names during this process and wished to make some changes to the contract. Staff anticipates that the negotiations will be finalized for the December 23, 2019, Special Council meeting, a draft contract is attached.

Staff recommends awarding the contract to Berkeley Research Group, LLC., to develop the feasibility study in the amount of $178,944.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH BERKLEY RESEARCH GROUP, LLC IN THE AMOUNT OF $161,050.00 LLC, AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	$161,050.00
BUDGETED AMOUNT:	$178,944.00
AVAILABLE AMOUNT TO TRANSFER:	YES

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

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

Total project will cost $178,944. North American Bank will provide $161,050. The City will contribute $17,894.

Attachments

Agreement
Galway Group Proposal
Bid Tabulation
Request for Proposals

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made the 11 day of December, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Berkeley Research Group, LLC, a Delaware limited liability company, authorized to do business in the State of Arizona ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project"); and

B. CITY issued a Request for Proposals (the "RFP"), seeking proposals from vendors for professional consulting services, which RFP is attached hereto as Exhibit 1; and

C. CONSULTANT has made a Proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit 2; and

D. CITY desires to engage CONSULTANT and CONSULTANT agrees to render professional services to perform certain specific duties and produce the specific work as set forth in the Proposal; and

E. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing introduction and Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT hereby agree as follows:

SECTION ONE.
DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit 1 and Exhibit 2, May 16, 2019, proposal for The City of San Luis Feasibility Study for Natural Gas by Galway Group, LLC. Berkeley Group, LLC.

Hereby assumes all obligations of Galway Group, LLC. as submitted and accepted of the Galway Group proposal.

SECTION TWO.
PROPOSAL SUBMITTAL

The Parties mutually agree that the attached Exhibit 1 and Exhibit 2, as described in Section One above is incorporated in this Agreement by this reference.

SECTION THREE.
SCOPE OF WORK

CONSULTANT shall provide the Services as set forth in the Scope of Work described in the Proposal and RFP as attached to and incorporated in this Agreement by this reference.

SECTION FOUR.
SCOPE OF WORK—ADDITIONAL SERVICES

CITY and CONSULTANT understand that it may be necessary for the CONSULTANT to perform or secure the performance of consulting and related services other than those set forth in the proposal. If the CITY requests additional services, CONSULTANT shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. CONSULTANT shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis Economic Development Manager (referred to as the "Economic Development Manager") or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION FIVE.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER

CONSULTANT shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Economic Development Manager. The Economic Development Manager reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. The Economic Development Manager is authorized to execute the

change orders on behalf of the CITY.

SECTION SIX.
RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT represents and states to CITY that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. CONSULTANT further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

SECTION SEVEN.
INDEPENDENT CONTRACTOR

The Parties to this Agreement agree that CONSULTANT, his employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that CONSULTANT's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the CONSULTANT as an independent contractor include, but are not limited to, control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

SECTION EIGHT.
MATERIALS AND EQUIPMENT

CONSULTANT shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

SECTION NINE.
DIGITAL FILES

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY. All other deliverables shall be in accordance with the RFP and Proposal.

SECTION TEN.
EMPLOYMENT OF PERSONNEL

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel.

SECTION ELEVEN.
TIME OF PERFORMANCE

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts December 11, 2019, and shall be completed on or before May 28, 2020.

SECTION TWELVE.
COMPENSATION

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for $170,944.00. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. The satisfactory performance will be determined as described in Section Five. The consultant's billing statements shall be paid within sixty (60) days of the statement date. The CITY agrees that it will review the CONSULTANT's statement upon receipt and will advise the CONSULTANT of any objection to or dispute with the statement and the work reflected in the statement within sixty (60) days of the statement date. In the event the CITY disputes part of the CONSULTANT's bill, the undisputed part shall be paid within thirty (30) days of the statement date. Without liability, the CONSULTANT reserves the right to withhold delivery of services, testimony, reports or data (written or oral), or suspend work, if the account on this agreement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due.

SECTION THIRTEEN.
ASSIGNMENT

CONSULTANT shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

SECTION FOURTEEN.
INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or

caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid to the CONSULTANT under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT shall not be liable to CITY for any special indirect or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

SECTION FIFTEEN.
INSURANCE

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss in accordance with the terms of this Agreement, will be available to CITY.

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this Agreement, the following types and amounts of insurance:

Coverage Type	Coverage Amounts- Minimum Limits
Commercial General Liability, including:	$1,000,000 Combined Single Limit, per
Premises and Operations Contractual Liability	occurrence and $2,000,000 general aggregate
Personal-Injury Liability	
Independent Contractors Liability	

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	$1,000,000 Combined Single Limit, per Occurrence

If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of personal motor vehicle liability coverage for each such person.

Workers Compensation and Employer's Liability	Statutory $1,000,000
Professional Liability	$1,000,000 per claim and $2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. CONSULTANT shall provide CITY with certificates of insurance documenting that the CONSULTANT has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30-day prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

CONSULTANT will file a certificate of insurance naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by CONSULTANT shall be primary and non-contributory, and any coverage maintained by CITY shall not be expected to contribute to any claims to the extent caused by the negligence or more culpable conduct of CONSULTANT in performing the Services under this agreement. The CONSULTANT shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

CONSULTANT declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT further declares that in the performance of this Agreement, no subcontractor or person having such interest shall be employed. CONSULTANT certifies that, if it hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or it is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

CONSULTANT hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this

Agreement. CITY retains the legal right to inspect the papers of CONSULTANT to ensure that CONSULTANT complies with this warranty.

C. Boycott

CONSULTANT certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

SECTION SEVENTEEN.
INSPECTION OF WORK

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of CONSULTANT. CONSULTANT shall furnish all reasonable aid and assistance required by the CITY for proper examination of the work or services. Such inspection shall not relieve the CONSULTANT of any obligation to perform such services in accordance with the law or this Agreement.

SECTION EIGHTEEN.
NO WAIVER

CONSULTANT agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION NINETEEN.
ATTORNEYS' FEES; COURT VENUE

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona in either the Superior Court or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees, which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fees shall be included in the judgment, together with all costs.

SECTION TWENTY.
NOTICES

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If for the CITY -

City Manager
City of San Luis
P.O. Box 1170(by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85349

Copy to

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

If to the CONSULTANT- Berkeley Research Group, LLC
700 Louisiana Street, Suite 2600
Houston, Texas 77002
Attn: Hal Miller

Copy to

Berkeley Research Group, LLC
70 W. Madison, Suite 5000
Chicago, IL 60602-4204
Attn: Legal Department

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

SECTION TWENTY-ONE.
TERMINATION

This agreement is effective as of the date first above written and shall continue until the services and Project are completed and delivered to the CITY. Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay CONSULTANT for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of CONSULTANT.

SECTION TWENTY-TWO.
OWNERSHIP OF DOCUMENTS

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT.

When CONSULTANT creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

SECTION TWENTY-THREE.
GOVERNING LAW AND SEVERABILITY

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

SECTION TWENTY-FOUR.
MISCELLANEOUS PROVISIONS

A. Headings

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

B. Authority

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

C. No Third-Party Beneficiaries

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

D. No Agency Created

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

E. No Personal Liability

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

F. Survival

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

G. Time is of the Essence

Time is of the essence in this Agreement, and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before May 28, 2020. Unless otherwise specifically provided in this

Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

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

I. Force Majeure

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

J. Counterparts

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

SECTION TWENTY-FIVE.
ENTIRE AGREEMENT

This Agreement, including its Exhibit, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

[Intentionally left bank, signatures continue on next page]

The Parties have executed this Agreement in Arizona the day and year first above written, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

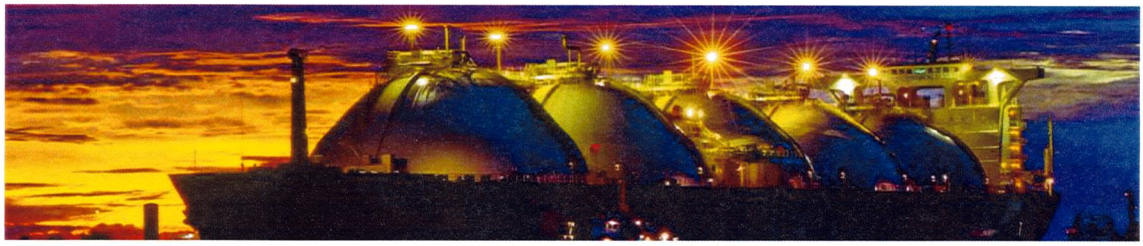
_____

Kay Marion Macuil, City Attorney

Berkeley Research Group, LLC.

_____

Emily Kirksey, Assoc. General Counsel



Galway Group

Advancing Energy Decisions

SUBMITS

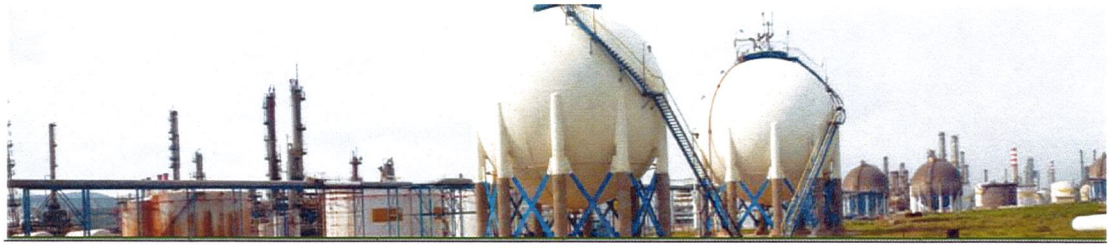
Proposal

FOR

SAN LUIS FEASIBILITY STUDY FOR NATURAL GAS PROJECT

TO

16-May-19



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GALWAY GROUP PROFILE

Galway Group, LLC (Galway) is an energy advisory firm founded in 1995 by several former senior energy industry executives. Since 1995 Galway has grown to a full-service energy advisory firm with its head office located in Houston, TX and worldwide project operations supported by offices located in London, Bangkok, and Singapore. Galway has specialized in oil/gas/LNG sector with domestic as well as international projects starting with estimation of demand/supply, concept to detailed design of oil/gas pipeline and associated infrastructure, environmental impact assessment & mitigation, regulatory frameworks, and project management and commissioning. Compared to other typical engineering firms, in addition to engineering, Galway has functional expertise in strategy, commercial and financial aspects of projects. Therefore, Galway can package technical aspects of projects with strategy, commercial and financial aspects which leads to eventual realization of a project.

Galway is currently involved in a project that relates to export of natural gas from US to Mexico and production of basic chemicals in Mexico. As such, Galway is familiar with regulatory regime and infrastructure set up on both sides of the border. Galway representatives met with Mexican Energy Regulatory Commission (Commissions Reguladora de Energía) in Mexico City earlier this month. In regard to assessment of environmental and social conditions, Galway has always stressed upon using local expertise who have a better understanding of local milieu.

Feasibility Study Track Record: Galway has deep and extensive experience in providing technical and commercial advice to the' Gas/LNG industry and particularly Natural Gas Infrastructure projects. **Galway has recently assisted several clients with feasibility of natural gas import (commercially and technically), infrastructure and assessment of gas market dynamics**. Galway's areas of expertise relevant to this assignment include:

- Conducting primary and secondary research for bottom-up gas demand estimation, identifying participants and stakeholders, developing market demand and price forecasts;
- Technical assessment and development of gas and LNG infrastructure projects. Galway has extensive experience in developing these infrastructure components including configuration and option selection, siting studies, procurement plant, spend curves etc.
- Conducting detailed techno-commercial feasibility studies in natural gas segment including upstream drilling, gas pipelines, LNG export terminals, LNG import terminals and floating LNG projects;
- Reviewing and developing gas pricing policies, commercial terms and infrastructure development requirements including regulatory and permitting process;
- EPC management, funding strategies, capital raising, project oversight and implementation;

It may be worth noting here that one of Galway's main skills is to provide an integrated and comprehensive view of the gas value chain, from both a technical and commercial perspective, which can be vitally important to any Government/private players who embark on an economic development plan based on gas as one of their primary fuels.



World Class Gas/LNG Team: Galway's principals are seasoned Gas professionals with many years of direct industry experience, combined with extensive consulting experience globally.

The Galway team assembled for this project has deep understanding and extensive experience in all aspects of gas market feasibility, siting and commercial studies. Short bios of the relevant have been provided.

Experience in supporting development initiatives: Galway's team has worked several government enterprises across the globe and international financers such as World Bank Inter-American Development Bank (IDB) in the past for a number of projects and has good understanding developing gas, LNG and power projects, project requirements, operational policies, evaluation criteria, depth and scope of analysis required and reporting requirements. In past 3 years, Galway has conducted more than 10+ feasibility assessment and due diligences which makes Galway one of the most qualified parties to bid for San Luis Feasibility Study for Natural Gas Project

SCOPE OF WORK, DELIVERABLES AND FEES

SCOPE OF WORK

Communities along the U.S.-Mexico border where natural gas infrastructure is limited or non-existent are considering tapping into new or existing cross-border or nearby pipelines for commercial, residential, industrial, and governmental use. The City of San Luis, Arizona and San Luis Rio Colorado, Sonora are serviced by propane gas and would like to explore the possibility of bringing natural gas to the area.

As Galway understands, the purpose of the study is to review and evaluate the feasibility (principally from an economic perspective) of developing a project to install the necessary infrastructure for natural gas supply and distribution grid in the communities of San Luis, Arizona and San Luis Rio Colorado, Sonora, including the identification of the technical, environmental, social, and legal considerations and requirements for the development of such infrastructure.

With this objective in mind, Galway proposes to complete the following tasks:

TASK 1: ESTIMATE GAS CONSUMPTION

In the aftermath of the shale revolution, competitive gas price and vast natural gas pipeline infrastructure has resulted in gas displacing oil and coal in power generation and industrial use. However, San Luis is not located in a natural gas producing region and thus, has a low natural gas utilization rate. Because of this, other sources of energy such as electricity and propane are primary sources of energy for residential, commercial and industrial users.

In order to fully understand the nature of gas demand and its potential to substitute existing fuels in the region:

- Galway will develop a natural gas demand profile for existing potential stakeholders located in San Luis, Arizona and San Luis Rio Colorado, Sonora. This demand profile will be established by investigating: (a) current energy needs in these cities, (b) energy mix that is fulfilling current demand in the region, and (c) potential for switching by existing consumers.



Figure 1: Power generation facilities in the vicinity of San Luis

- For the purpose of this study, Galway will categorize the demand in five segments: power, industrial, commercial, governmental and residential. Each of these segments usually has different gas requirements categorized as baseload or peaking. Galway will identify the nature of demand from these categories and include the impact in estimation of demand (some potential consumers may or may not want to switch – such stakeholders will be indicated in the demand profiles).
- These demand profiles shall include a detailed list of potential users and required volume/pressure, modeled with two seasons (summer and winter). It is expected that industrial users mostly have a flat demand where as residential customer may have a seasonal demand

the above two tasks will detail the magnitude of gas demand that can be captured today based on conducive infrastructure and commercial aspects. In addition to this, to justify development of natural gas infrastructure,

a detailed forecast of future demand will be developed based on projections supported by the general plans and the economic development plans for both cities. Galway will estimate this future demand for at least 10 years for both the cities with the following components:

- Develop a primary energy forecast for the cities based on factors such as population, industrial growth, residential needs, fuel constraints, etc. and estimate potential penetration of natural gas in the primary energy mix. Some of the current fuel such as propone may be displaced by natural gas and commercial/industrial players may be open to switching for cost and environmental reasons. Galway will evaluate these possibilities.
- Conduct interviews with stakeholders (commercial, industrial, government, schools and residents) in the region and understand various needs and development plans that may require natural gas. For example, if current school buses are using diesel, they might be interested in switching their vehicles to natural gas, reducing emission.
- Regulatory drivers and guidance: Consider the impact of environmental policies that may result in limiting use of certain fuels
- The profiles shall address factors that affect demand for natural gas, including expected trends to steadily increase demand for natural gas for the foreseeable future, and the short term and long-term factors that could affect natural gas demand in the area, including but not limited to weather, fuel switching, pricing, population growth, and other factors that could affect the demand.

Galway believes for such demand estimation, it is appropriate to develop scenarios. Consequently, Galway will develop High, Base and Low demand scenarios to capture various uncertainty of demand in future. Galway will also prepare a detailed assumption book developed for the estimation of demand.

TASK 2: ANALYZE EXISTING NATURAL GAS INFRASTRUCTURE

With demand estimated in the previous task, this section will investigate the potential of existing infrastructure to meet the gas demand. City of San Luis lies 650 miles the west of the Permian basin, one of the most prolific

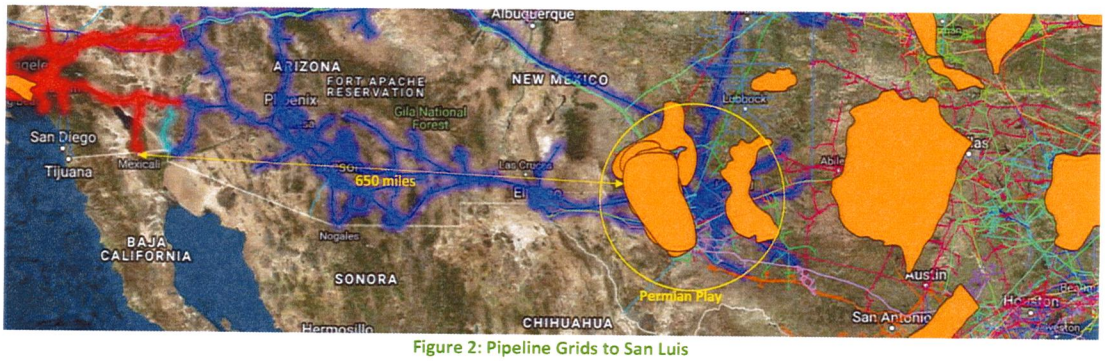


Figure 2: Pipeline Grids to San Luis

oil and gas basins, however, only three major pipelines reach close to San Luis – South California Gas company, Northern Baja Pipeline Co and El Paso Natural Gas Co pipelines. For the purpose of understanding the access to natural gas that can acquired from these pipelines, Galway will:

- Identify existing infrastructure: Galway will identify existing gas pipeline network/ propone infrastructure in these two cities and associated spur lines connected to the above-mentioned gas pipelines. Galway will also analyze from public sources whether any contractual liabilities exist with the associated infrastructure
- Analyze capabilities and limitations of existing network: Galway will analyze the demand potential that can be served using existing infrastructure and will investigate limitations of the infrastructure
- Identify stakeholders: Galway will investigate potential LDCs in the region who are already serving the region and may be interested in expanding their services through expanded infrastructure. Galway will seek to interview the stakeholders to understand the dependence of existing infrastructure

With growth in development and population, it is likely that existing infrastructure will not be enough, and City of San Luis will require a reliable long-term source of gas supply. Galway believes that a likely solution may include construction of a pipeline connect to one of the three pipelines mentioned here (selection of pipeline

will depend on existing capacity and stability of source of gas). This pipeline may be a spur line fed from one of these pipelines to minimize construction and operations cost with effective utilization of the capacity. Connection point for proposed pipeline will be determined after determining stability of gas supply for the inter-

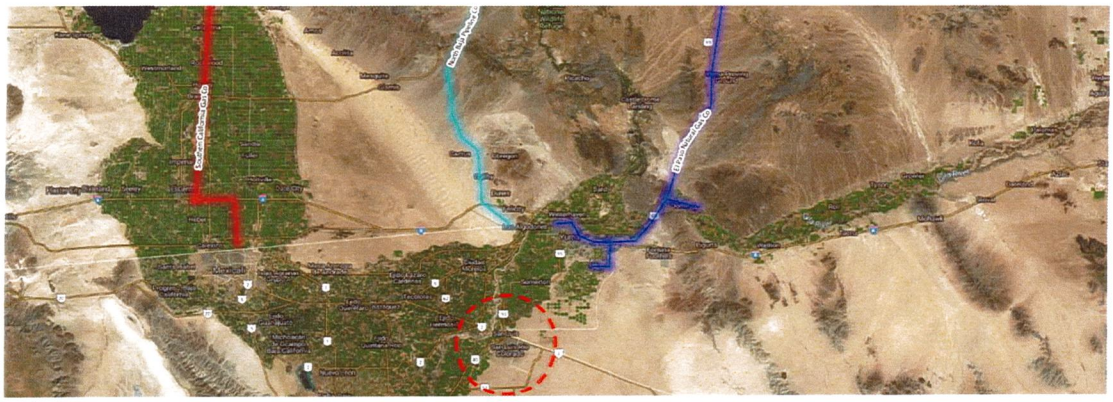


Figure 3: Natural Gas infrastructure near San Luis

-state pipelines. Based on above understanding and other findings, Galway will:

- Analyze the capacities available the inter-state pipelines and determine the following:
    - Capacity holders in the pipeline – Usually upstream gas players will hold capacity in these pipelines. These players then supply gas to the end consumers. Currently, from the maps, it appears that Yuma Cogen plant and Yucca power plant are receiving gas (it is not determined yet using which pipeline). Galway will identify these capacity holders for future expansion.
    - Pipeline utilization – To receive gas at the city gate, the pipeline needs to have sufficient capacity available. This capacity needs to be available not only at the existing lateral but also at the main trunk line as well (otherwise some expansion at the interstate pipeline level may be required). Galway will gather data on existing pipeline utilization and the interconnects that supply gas in the laterals.
    - Contract terms – Galway will analyze the contract duration with the existing pipelines along with type of contracts – fixed vs interruptible. This contract information will help the city analyze flexibility built in for use.
- Describe the operability of the existing natural gas infrastructure in the studied area (including above mentioned pipelines) and propose the best connection point for San Luis, Arizona natural gas system (SLNG),
    - This will include evaluating if the existing pipeline infrastructure has enough available capacity (not contracted under any long-term contracts) to support estimated current and future demand; or will it be required to upgrade the infrastructure to meet the new demands
- Propose a connection and termination point: including its coordinates, maximum allowable operating pressure, grade of steel, diameter, current pressure, liquid content and any other characteristic reliable for the design of the new pipeline. (This information will be collected from public and private sources. Such information plays a necessary role understanding flexibility and expandability of current infrastructure network).
- Identify any barring regulations that result in disqualifying one or multiple interconnect points and locations.

Collating the information gathered in this task, Galway will present a comprehensive summary of existing gas infrastructure, limitations, expansion possibilities and flexibility.

TASK 3: ANALYZE POSSIBLE ALTERNATIVES

It is Galway's understanding that City of San Luis is seeking to prepare and improve its industrial and community growth by promoting natural gas distribution system in the area. By providing/expanding the natural gas infrastructure in the region, the city will be able to support large industrial, commercial and residential projects. It must be noted, however, that there is a long list of considerations that must be evaluated to arrive at a decision

of moving forward with the pipeline. These considerations are categorized into four section: General, Gas Pipeline options, Portable LNG/peak shaving facility and do nothing. Following section describes the components

General

Some of the key decision parameters include:

- FERC jurisdiction and oversight
- Federal, State and local regulatory requirements
- Proximity of existing and potential customers
- Constructability
- Availability of reliable gas supply
- Impacts on Land owners and existing use of land (Right of Way)
- Public safety
- Socio-Environmental impact (including impacts to historical and cultural sites)
- Project cost and economics

Taking above in consideration, Galway will submit to the City at least two (2) options for the proposed SLNG route; including a decision analysis tool for each one considering environmental impacts, right of ways, estimated cost and local benefits.

Gas Pipeline options

For each of the options, Galway will provide:

(a) Connection point (source) – for example, the three interstate pipelines discussed in the previous tasks could be used for this connection
(b) Upside potential from the source – will provide potential for future expansion for the infrastructure. This will also include stability of gas supply from the source (for example of gas is coming from Permian basin)
(c) Dimension of the pipelines in terms of length, diameter, route, crossings, operating capacity, expansion capacity and costs
(d) Advantages and disadvantages of each of the options

Galway will prepare a photograph file for each route propose indicating if the line would affect any other city infrastructure.

Portable LNG/peak shaving facility

Galway will evaluate use of portable LNG including design of a satellite LNG plant and associated distribution of LNG. Such an option will require a concentrated cluster for demand as the value chain infrastructure for LNG is usually higher than natural gas. It must be noted that this option does not have to be mutually exclusive with the natural gas pipeline infrastructure. Depending on the nature of demand, a peak shaving facility may be supplemented with LNG to meet the demand in a cost-effective manner. Galway will identify this option from both stand-alone as well as supplemental basis

Do nothing option

Galway understands that do nothing does not meet the objective of the study, however, it is imperative to understand this option in case stakeholders choose not to proceed with any of the available options. Galway will analyze this option to understand the lost potential for the region, which could have achieved if natural gas were available.

Above task will be used to compare incremental value added by each of the options and determine the superiority of the options. Galway, at this stage, will also select the superior option based on viability of infrastructure, cost effectiveness, expansion potential, least environment harm and stakeholder approval

TASK 4: PROVIDE A CONCEPTUAL DESIGN OF THE PIPELINE ROUTE

With the options determined from the previous sections, Galway will determine conceptual design for pipeline routing. Typical pipeline conceptual design parameters include (not limited to) (a) Land survey, (b) components determination, (c) development of preliminary drawings, (d) defining the component specification, (e)

developing cost estimates (CAPEX and OPEX) and preliminary construction schedule. These components are described below:

- GIS/Desktop Route Survey: A preliminary pipeline route survey is necessary to identify easements for the right of way. Identification of these easements will help identification of landowners for a legally binding agreement. Additionally, this preliminary survey will identify stream crossing, mountains, agricultural developments, animal habitat and historical area. Galway will undertake this study and gather this information through various public and GIS sources. This will provide a preliminary routing for the proposed gas pipeline.
- Conceptual design basis memorandum
- Components Determination: Based on estimates of demand profile and quantity, available gas quality, temperature, elevation changes, and route survey, Galway will provide outline of the specification of various equipment required. These equipment will include valves (sectionalizing), compressor stations, metering stations, etc. Pipeline diameter, wall thickness and grade will be provided following ASME B31.8 – 2018 Gas Transmission and Distribution Piping System. A component summary may describe:
    - Approximate length, diameter, wall thickness and grade of pipeline extending from terminus point to interconnect point on the interstate pipeline (including pipelines of various lengths and interconnects)
    - Numbers, locations and horsepower (HP) of compression stations along the route (this will include additional expansion planning)
    - Delivery and receipt meter stations
    - Valves, fittings, pig launcher and receiver locations
- Development of preliminary drawings: Based on the routing survey and components identified in the above tasks, Galway will prepare preliminary drawing of the pipeline route and components identifying each milepost, pipeline size, elevation, ROW and major crossings facilitating detailed engineering works

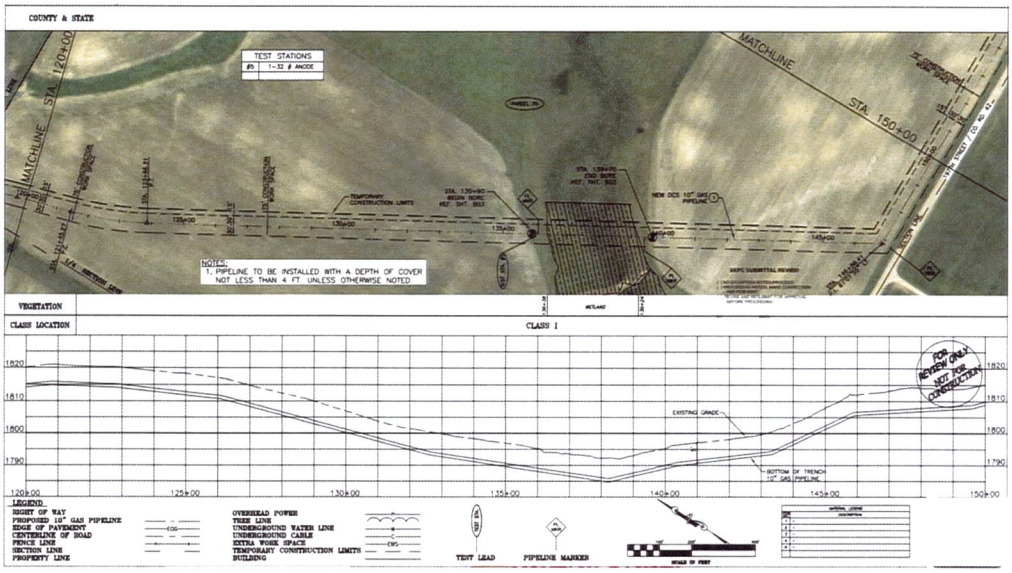


Figure 4: Preliminary drawing (for Illustration purpose only)

- An outline of the following specifications will be provided:
    - Pipeline Specifications;
    - Valve Specifications;
    - Fittings Specifications;
    - Corrosion Specification for the pipeline;
    - Pipeline Coating Specifications;
    - Specification for various components of the metering station;
    - Compressor Specifications, and;

- Pig Launcher and Receiver Specifications

- Developing cost estimates: Based on above tasks addressing routing, component and specifications, Galway will construct a detailed component wise cost sheet for the project in line with the conceptual design stage of the project. Some of the cost components may include Environmental Studies, Endangered Species studies, Route Preliminary Survey, Courthouse work on ROW, Landman Activities, ROW payments and burdens, crop and timber damages, engineering and design of boring, crossings and pipeline, cathodic protection design, permitting (state, stream waterways, highways, railroad, etc.), procurement of valves, fittings, launcher receivers, meters etc. Following table shows how the information will be summarized for the pipeline

Pipeline Construction component	X" Pipeline (average cost/mile)	Total Estimated Cost/Component
Right of Way	$ XX	$ XX
Right of Way damages	$ XX	$ XX
Surveys	$ XX	$ XX
Material	$ XX	$ XX
Construction and Labor	$ XX	$ XX
Engineering & Inspection	$ XX	$ XX
Overhead	$ XX	$ XX
AFUDC	$ XX	$ XX
Contingency	$ XX	$ XX
Legal Fees	$ XX	$ XX
Other services	$ XX	$ XX

- Developing preliminary construction schedule: With engineering, design specification, and costing covered, Galway will prepare a preliminary construction schedule. some of the components of the schedule may include:
  - Beginning of a pilot (if acceptable)
  - Dates and duration for open season on the gas pipelines – to evaluate customer interest
  - Permitting timeline – may include permits from several stakeholders and authorities
  - ROW acquisition timeline
  - Long lead material procurement
  - Compressor station construction timeline
  - Pipeline construction timeline
  - Testing and commissioning
  - Project in service date

This will conclude the task of conceptually design of pipeline and will provide appropriate depth on engineering, land, cost and development requirements of the pipeline.

TASK 5: EVALUATE ENVIRONMENTAL AND SOCIAL IMPACTS

The Environmental and Social Impact (ESI) study will be prepared in accordance with the National Environmental Policy Act (NEPA) of 1969 as amended (42 U.S.C. 4321 et seq.) and Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 CFR 1500–1508). The ESI study process will be carried out after discussions with officials of the City of San Luis, Arizona and will be limited to the extent it supports the conceptual design of the pipeline and associated facilities.

Methodology - Simplified Matrix Approach to Perform Environmental Impact Assessment

Following the recommendation on page 6 of the RFP, a simplified environmental and social impact assessment approach will be developed using a two-dimensional matrix and expert judgment **based on Leopold matrix.** The developed approach will be applied to set baseline values and to assess any potential impacts on a wide range of receptors including direct, indirect and cumulative positive and/or adverse impacts to the biophysical resources, social, human health and transboundary impacts.

As per environmental impact assessment principles, a number of factors will be identified as the susceptible elements for which the environmental impact during construction phase, operation period, and decommissioning will be assessed. Each impact factor will be evaluated separately for its magnitude and significance using the indices presented in Tables 1 and 2 (*shown here as an example*).

The assessment results will be presented as shown in Table 3 where each cell is diagonally split in two parts. In the upper left-hand side of each box, a number from -1 to -10 has been included, which reflects the magnitude of impact, whereas number -10, as indicated in Table 1, represents the greatest magnitude and number -1 the least.

Index for negative impact	Impact	Table 1
-10	Extremely High (Devastation)	
-9	Very High	
-8	Relatively High	
-7	High	
-6	Above Average	
-5	Average	
-4	Low	
-3	Very Low	
-2	Extremely Low	
-1	Not Significant (No observable impact)	

Index for negative impact (Latin Numbers)	Significance (Impact is felt at)	Table 2
-x	Global Level (Massive Impact)	
-ix	Country Level	
-viii	Regional Level	
-vii	Zonal Level	
-vi	Town Level	
-v	Village Level	
-iv	Project Level	
-iii	Subdivision Level	
-ii	Individual Level	
-i	Not Significant (No observable impact)	

j	Description	Impact Factor (X_j or Y_j)	Assessment condition (i)				Magnitude (M)	Significance (S)
			Direct	Long-term	Negative	Irreversible	Sum $\sum_{i=1}^{i=4} X_{ij}$	Sum $\sum_{i=1}^{i=4} Y_{ij}$
1	Physical Environment	Landscape	-10 / -iv	-10 / -iv	-10 / -iv	-10 / -iv	-40	-xvi
2		Hydraulics of river	-10 / -viii	-10 / -viii	-10 / -viii	-10 / -viii	-40	-xxxii
3		Water pollution	-10 / -viii	-10 / -viii	-10 / -viii	-10 / -viii	-40	-xxxii
4		Air and noise pollution	-7 / -iv	-3 / -iv	-4 / -iii	-1 / -ii	-13	-xxi
5		Change of land use	-8 / -iv	-10 / -iv	-7 / -iv	-10 / -iv	-35	-xxvi
6		Downstream water users	-7 / -viii	-7 / -viii	-10 / -viii	-10 / -viii	-34	-xxxviii
7		Spread of Malaria	-2 / -i	-4 / -i	-4 / -i	-2 / -ii	-12	-xviii
8	Natural Environment	Aquatic life and fisheries	-8 / -vii	-10 / -vii	-10 / -vii	-5 / -iv	-33	-xxxi
9		Natural habitats	-8 / -iv	-10 / -iv	-10 / -iv	-10 / -iv	-38	-xx
10		Ecological balance	-10 / -viii	-10 / -viii	-10 / -viii	-10 / -viii	-40	-xxxviii
11		Stress on biodiversity	-10 / -vi	-10 / -viii	-10 / -viii	-10 / -viii	-40	-xxvi
12	Economic Environment	Value of properties	-3 / +iii	-10 / -viii	-3 / -ii	-10 / -iii	-26	-x
13	Social & cultural Environment	Likelihood of conflicts	-5 / -v	-5 / -vi	-7 / -v	-3 / -iii	-20	-xiv
14		Archeological sites & artifacts	-2 / -vi	-10 / -vi	-10 / -vi	-10 / -vi	-32	-xxxvi
Overall sum of magnitude and significance of environmental impact of Table 3							$M=\sum_{i=1}^{i=14}\sum_{i=1}^{i=4} X_{ij}$ = -444	$S=\sum_{i=1}^{i=14}\sum_{i=1}^{i=4} Y_{ij}$ = -cccxxii

To perform the assessment for the project shown in Table 3 (which is an example), fourteen-impact factors were listed in horizontal axis (j) and four assessment conditions in vertical axis (i). This two-dimensional matrix, as could be viewed in Table 3, provides 56 cells, which accommodates all major environmental interactions for this scheme. The magnitude and significance of each impact factor has been weighed utilizing the information from field observation and expert judgment based on the indices presented in Tables 1 and 2. The last two columns in Table 3 present the sum of scores for **magnitude (*M*)** and **significance (*S*)** of each impact factor. The bottom row in Table 3 sums up the overall scores for both the magnitude and the significance.

In the next step, some threshold values will be required to be able to evaluate the magnitude and significance of the impact. Using the expert judgment, the acceptable and rejecting thresholds for both magnitude (M_a, M_r) and significance (S_a, S_r) of environmental impact of proposed project will be defined. Such acceptable and rejecting thresholds will produce a platform for comparison of magnitude and significance of the impacts.

The analysis of the result of assessment will show where the scores of proposed PNGS scheme lie when compared to the acceptable and rejecting thresholds. Appropriate mitigation measures will be suggested to control and reduce any negative and reversible environmental impact of the scheme

Potential Impact Factors to be considered for proposed PNGS project

Some of the impact factors that will be considered when evaluating environmental and social impacts are as follows. This list will be reviewed, and changes made if Galway is commissioned to perform the work.

- Land use patterns
- Soils
- Hydrology and groundwater
- Surface water – Water Use and water quality
- Vegetative habitats
- Wildlife
- Special Status Species
- Protected areas
- Air quality
- Noise pollution
- Aesthetics and visual effects
- Hazardous Materials (including Supply, Transport & Storage of Natural Gas)
- Change in current use of fuels
- Infrastructure & Utilities
- Traffic and Transportation
- Cultural resources
- Socioeconomics – Employment, Poverty Levels, Income

Cumulative Impacts

Council of Environmental Quality (CEQ) regulations implementing the procedural provisions of NEPA define cumulative effects as "the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions" (40 CFR 1508). Such cumulative impacts can result from individually minor, but collectively substantial impacts which may take place over a period of time. Cumulative impacts on resources in the project area may result from the impacts of the project together with other past, present, and reasonably foreseeable projects, such as residential, commercial, industrial, and other development. These land use activities may result in cumulative effects on a variety of natural resources, such as species and their habitats, water resources, and air quality. They also can contribute to cumulative impacts on the urban environment, such as changes in community character, traffic patterns, noise, housing availability, and employment

The cumulative effects analysis presented in this EIS will be based on the potential effects (direct and indirect) of the proposed PNGS project combined with other past, present, and reasonably foreseeable future actions that could have effects in the project area.

TASK 6: REGULATORY GUIDANCE AND REQUIREMENTS

Galway will review and prepare a list of relevant regulations, including federal, state and local government policies in Mexico and the U.S. to design, construct and operate a natural gas system. This list will include all environmental and social assessment documentation and clearances that may be required for the implementation of the project and their estimated costs. Following is a list of some of the guidance for the US and Mexico:

Regulatory Guidance in the US: Regulatory guidance in the US will be provided at the federal, state and county level.

Federal

- FERC: Authorization of Natural Gas Export Facilities under section 3 NGA
- PHSMA
- FWS-AESO: Endangered Species Consultation under section 7 of the ESA
- FWS-BANWR: General Special Use Permit under section 28 of the Minerals Leasing Act
- IBWC- U.S. Section: Permit/license for activities under the jurisdiction of the IBWC at the United States/Mexico border

State

- Arizona Department of Environmental Quality – Water Quality Division – Surface Water Section
- Arizona Department of Transportation

- AGFD – Project Evaluation Program
- ASLD – Right-of-Way Section
- Arizona State Parks – SHPO

County

- Yuma County Department of Environmental Quality – Air Program
- Yuma County Department of Transportation
- Yuma County Regional Flood Control District
- Central Arizona Water Conservation District – CAP Lands Department
- Native American Tribes, If Applicable

Regulatory Guidance in Mexico: Energy sector in Mexico is the exclusive jurisdiction of the Federal Government. Permissible activities in natural gas, petroleum, natural gas liquids, condensates and crude methane hydrates are governed by Comisión Reguladora de Energía (www.gob.mx/cre/). This includes Pipeline transportation, Pipeline distribution, Compression and Commercialization of natural gas. Some of the applicable Mexican Resolutions are RES/577/2015, RES/370/2015 and RES/048/2016

TASK 7: EVALUATE PROJECT ECONOMIC FEASIBILITY

With growth and concentration of population, new infrastructure services such as gas distribution networks are required. One advantage of developing gas infrastructure network in a high population region is that same infrastructure can be used by more consumer as compared with sparsely populated regions. Thus, rather makes economic sense develop gas distribution network with more consumer potential. In order to evaluate economic feasibility of gas distribution network, Galway will

- Galway shall evaluate the economic feasibility of the proposed alternative, including all identified planning, construction, operations and maintenance costs; as well as potential income generated by the consumption of natural gas by potential users as determined in the natural gas demand profile. feasibility for the project will be established by comparing the cost of natural gas to community as compared to the substitutes.

- To this end, an analysis will be made regarding the cost of selling and potential structure of tariffs based on current market conditions for alternative fuel sources, as well as the natural gas market in the region and any applicable regulations.

- A sensitivity analysis will be performed to evaluate potential impacts on the economic feasibility of the project by varying market conditions and variations on the estimated construction and operation costs.

- Galway will provide at least three (3) U.S.A and Mexico natural gas suppliers and their type of business structure that owns and operate natural gas service in communities like San Luis, Arizona and San Luis Rio Colorado, Sonora.

- Galway will consider at least the costs for the following:
    - Final design of the natural gas distribution pipelines.
    - Environmental and social studies, including international, federal, state and local clearances, permits and licenses in Mexico and U.S.
    - Mitigation actions that may be required.
    - Construction permits.
    - Land acquisition and right of ways if applicable.
    - Installation of natural gas pipelines, including any compression or metering stations or any other facility required for the distribution system.
    - O&M activities during at least ten (10) years.

- Galway will undertake a detailed cost benefit analysis to analyze the impact of natural gas in the community. In this section of the task, an annualized cost (with appropriate returns built in) will be estimated. this cost will be classified as tariff for using the natural gas services. The tariff will be divided into two components:
    - Capital recovery (fixed charge) – Minimum tariff charged with a built-in equity returns for use of infrastructure
    - Commodity Usage (variable charge) – this quantity will depend on price of gas sourced

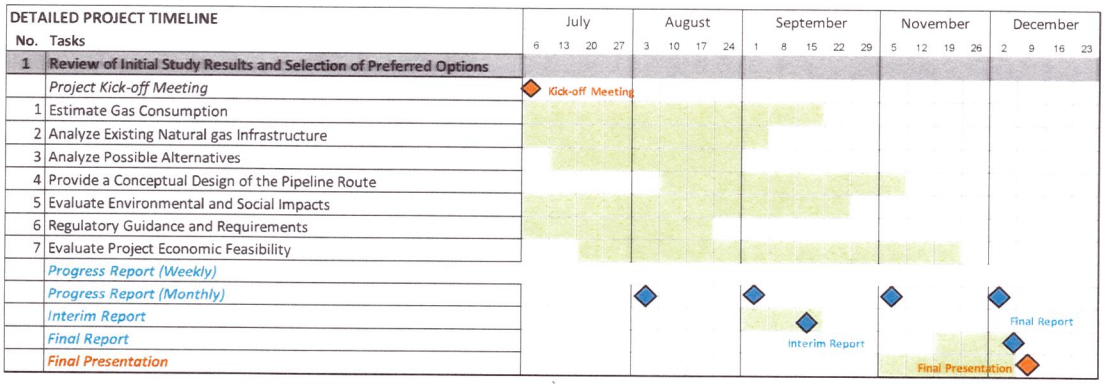
  This cost, for the next 10 years, will be compared against current of propane/gas/electricity usage to the customers and savings will be derived from such action. Each of the mentioned customer segments – Power, Industrial, commercial, Government and Residential segments are expected to get benefitted with low cost

  The task will also consider environmental impact by assessing reduction in emissions from the community
- Upon the City's request and if additional data necessary is made available by the city, Galway will also evaluate potential impact of such infrastructure in the two cities including additional direct, indirect and induced employment. An input-output method Matrix will be employed in this case

- Upon request of the City, Galway would prepare general specifications for the procurement of development and installation of the San Luis Natural Gas System including environmental and social review, local or state authorizations, right of ways and other required studies for the implementation of the project.

TIMELINE AND DELIVERABLES

Galway understands the City of San Luis's needs of having the report delivered within four (4) months (16 weeks, assuming July kick-off). With this in mind, Galway proposes to provide a draft written report in MS word format (or as agreed to the City of San Luis, Arizona), with all supporting files as required and applicable, no later than nine (14) weeks after award of contract. In order to fulfill City of San Luis's expected timeline, Galway will suggest that City of San Luis provide any and all comments/changes about the report within two (2) weeks after receiving the draft report. The timeline is expected to be fulfill as Galway will deliver a final report no later than 5:00pm CT on the last business day of week 16 and before 5th December 2019.



Legend

- Work to be completed by Galway
- Project Deliverable
- Project Meeting

Following are the deliverables for each of the tasks and description **of how they will be reached**

Task ID	Deliverable/Milestones

Estimate Gas Consumption	A spreadsheet of collected (primary data) and estimated data will be provided by mid-September. Notes and assumptions for this will be tabulated in MS word format and will be submitted along with
Analyze Existing Natural Gas Infrastructure	A spreadsheet of collected (primary data) and estimated data will be provided by early-September. Notes and assumptions for this will be tabulated in MS word format
Analyze Possible Alternatives	A detailed report in MS comparing various options will be by end of August
Provide a Conceptual Design of Pipeline Route	A detailed MS word report, associated engineering drawing, maps, alignment sheets etc will be provided by early November
Evaluate Environmental and Social Impacts	A detailed MS word report will be provided for this task by end of September
Regulatory Guidance and Requirements	A word report section will be provided by middle of August
Evaluate Project Economic Feasibility	A detailed MS excel model evaluating the feasibility. Associated assumption book and operating manual will be provided in word
Final report	A final report compiling all the above information will be provided in MS word/PDF and MS excel format. Other documents such as drawing, and maps will be provided in PDF or JPG file format

The timeline is negotiable to better suit the City of San Luis's needs. Other formats will be entertained as per the request of City of San Luis.

GALWAY THREE RELEVANT EXPERIENCE

In Galway's 20+ years of experience in Gas and LNG markets, the company has various assignments gas distribution network (more references will be available upon request). Following are the three assignments:

Reference 1: Gas Pricing Policy and Impacts: Bahrain

Assignment name: Gas Pricing Policy and Impacts: Bahrain	**Approx. value of the contract (in current US$):** Confidential
Country: Bahrain	**Duration of assignment (months):** 8 Months
Name of Client: nogaholding (nogaholding is the investment and business development arm of Bahrain's National Oil and Gas Authority (NOGA)	Total No. of staff-months of the assignment: 32
Contact Person, Title/Designation, Tel. No./Address:	Adnan Saeed Al Mukhareq AMukharaq@NOGA.GOV.BH National Oil & Gas Authority
Start date (month/year): Oct 2018 Completion date (month/year): Jan 2019	No. of professional staff-months provided by your consulting firm/organization or your sub consultants: 32
Name of associated Consultants, if any:	Martin Paliga – Project Director Sud Haldar – Project Advisor Raquel Santos – Analyst Michael Sims - Analyst

Description of Project: The assignment was part of a larger LNG import terminal project in Bahrain. The government of Bahrain is in the final stages of commissioning an LNG terminal in the country. Because of difference in prices of LNG imported and domestic gas, and a cost benefit analysis of import of natural gas was required to understand profitability of industries and future development in the country.	
Description of actual services provided Galway staff within the assignment: Following are some of the actual services provided by Galway in this assignment: (a) Reviewed Bahrain's Economy & Energy Sector: Identified country's main economic and energy sector features, including key stakeholders, to prepare ground for economic analysis phase. (b) Review of Bahrain's Natural Gas Market: Reviewed Bahrain's natural gas market covering domestic gas production, gas infrastructure, and gas consumption (allocation) with a focus on the country's major gas consumers. This task was also a preparation for the next activity on the economic analysis of these gas users. (c) Economic Analysis: Analysed the critical issue of natural gas price affordability for the following large industrial customers: GPIC, ALBA, BAPCO, GIIC, SULB and ASC. Economic models were developed for all these gas customers to assess the impact changes in gas price would have on their industries. Analysis assessed the potential economic benefits in terms of employment and company earnings generated by different types industries for each unit of natural gas used. (d) Social & Political Analysis: Analysed the critical issue of energy subsidies, and the potential impact of removing or not removing these subsidies on the economy (e) Review of International Gas Pricing Policies: Reviewed regional and international natural gas pricing practices with a view to identifying potential lessons and implications for Bahrain (f) Gas Pricing Options: Focused on development of gas pricing policy options for Bahrain and follows on from the review of international gas pricing policies and the findings of the economic analysis. The pricing pool structure was presented and used to assess potential gas pricing options. (g) Impact of Gas Pricing Options: EBITDA margin was used as an indicator of the economic viability for both existing and post-expansion projects; whilst IRR is adopted as an economic indicator for new and expansion projects. The impact of different gas price levels resulting from the two gas pricing options, were assessed based on these economic indicators. (h) Recommendation & Implementation: Finally, drawing on the findings of the reviews and analyses; the extended consultation phase with the stakeholders and gas users; and, the working sessions with the Study Team and other stakeholders on the proposed gas pricing options, a set of recommendations regarding these gas pricing options and also the key elements for the development of an implementation plan were proposed. Galway has been retained by nogaholding since 2013 to present. Galway also managed Front End Engineering Design (FEED) for the project and grid requirements. Galway is currently assisting in terminal commissioning and LNG procurement services	

Reference 2: Gas and LNG infrastructure Feasibility Study, Myanmar

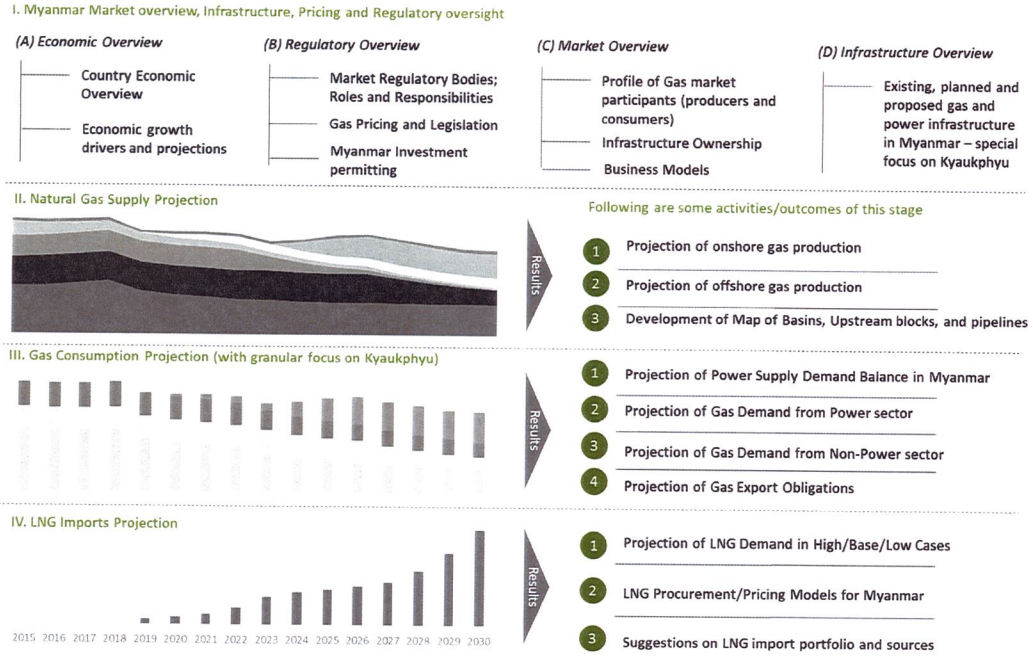
Assignment name: Gas and LNG Infrastructure feasibility Study	**Approx. value of the contract (in current US$):** Confidential
Country: Myanmar	**Duration of assignment (months):** 5 Months
Name of Client: (confidential) A Korean steel manufacturer intending to import LNG in the country	Total No. of staff-months of the assignment: 55

Contact Person, Title/Designation, Tel. No./Address:	Confidential (Available upon request)
Start date (month/year): Jan 2019 Completion date (month/year): May 2019	No. of professional staff-months provided by your consulting firm/organization or your sub consultants: 55
Name of associated Consultants, if any:	Matthew Tan – Project Director Sud Haldar – Project Manager Hal Miller – Project Commercial Advisor Muthu Chezhian – Project Technical Advisor JG Tan – Analyst Wu Tianyao - Analyst (several others)

Description of Project: On the face of declining natural gas in production in Myanmar, a South Korean client was interested in supplying gas and power to the country by importing natural gas. To this extent, Galway was asked to undertake a study to estimated gas demand and supply gap, size the infrastructure requirement in the country including LNG terminal and gas pipelines and provide a detailed economic feasibility assessment of the project

Description of actual services provided by your staff within the assignment: Following is the assignment executed by Galway team:

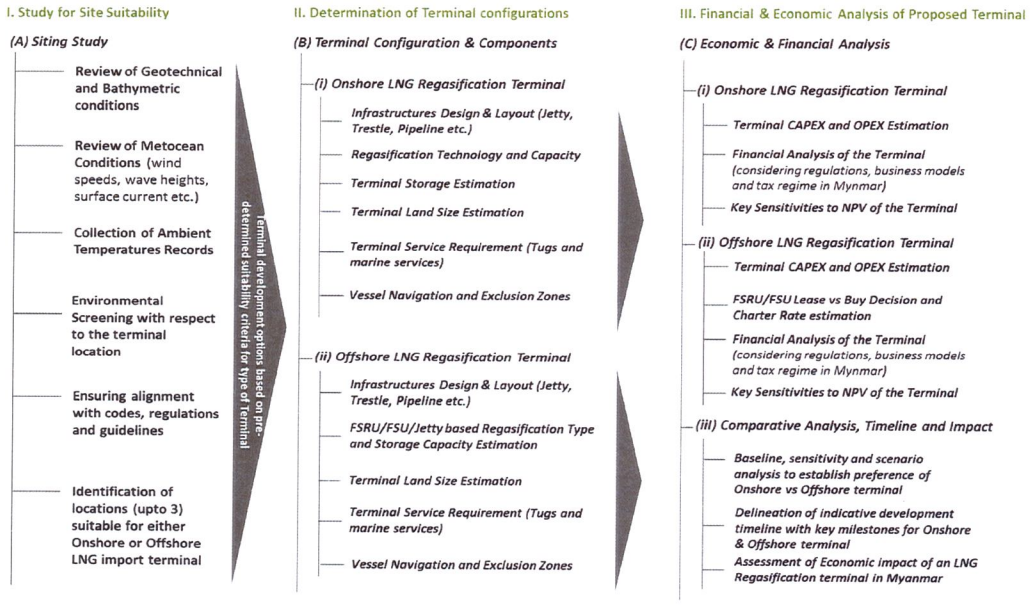
(a) Market Overview including economic, Regulatory and status of infrastructure: Galway conducted a detailed analysis of Myanmar and regional market with respect to economic building blocks, associated regulatory oversight, existing infrastructure, market participants and demand forecast. Some of the specific components included identification each of the market participants in power and non-power sector with a potential for using gas. Galway also conducted a detailed bottom-up analysis of existing gas fields and their potential depletion trend and duration to understand the timing of gas imports required for next 15 years.



(b) Additionally, Galway analysed roles and responsibilities of various ministries, permitting required in the country for new infrastructure, and provided pricing overview to ensure the technical and economic feasibility for the country

(c) Galway conducted a detailed forecast of gas and power demand in the region based on population, potential industrial activities and commercial development and GDP impact (along with various elasticities)

(d) Additionally, Galway undertook a detailed technical feasibility assessment for the infrastructure required for natural gas imports in the country which included engineering studies, environmental screening, specification development, identification of potential configuration and CAPEX and OPEX development



(e) After the detailed technical analysis, Galway conducted a detailed economic feasibility assessment of the infrastructure, developed tariffs for the system, conducted sensitivity and scenario analysis and derived necessary conditions for project feasibility of infrastructure

(f) Finally, Galway developed a project preliminary development timeline and established critical path for the project. Galway also prepared an implementation plan for the project

Reference 3: Gas and LNG distribution Feasibility assessment, Philippines

Assignment name: Potential of gas supply through Small Scale LNG	**Approx. value of the contract (in current US$):** Confidential
Country: Philippines	**Duration of assignment (months):** 5 Months
Name of Client: (confidential)	Total No. of staff-months of the assignment: 30
Contact Person, Title/Designation, Tel. No./Address:	Confidential (Available upon request)
Start date (month/year): Feb 2017 Completion date (month/year): June 2017	No. of professional staff-months provided by your consulting firm/organization or your sub consultants: 30
Name of associated Consultants, if any:	Mangesh Patankar – Project Director Tushar Raval – Project Manager Sud Haldar – Project Economist JG Tan – Analyst

Description of Project: The Philippines is a large system of islands with limited gas infrastructure developed in the Luzon island. Other islands are scattered, and it will be expensive to develop a pipeline infrastructure crossing the ocean. Consequently, the project was conceived to offset decline of gas from the existing Malampaya gas field of the Philippines. The project required techno-commercial assessment of infrastructure required and feasibility assessment of such import in the country	
Description of actual services provided by your staff within the assignment: Following are some of the task undertaken during this assignment. (a) Development Gas Supply and demand in the Islands: Galway developed a detailed bottom-up gas supply and demand picture for the client through primary and secondary research. Galway team visited to the Philippines and conducted interviews with Power, petrochemical, mining, Cement, Glass, brick and ceramic industries along with other commercial and government setups. (b) Based on existing demand, government plans and objectives, interviews with department of energy Philippines and reviewing private sector plans, Galway developed detailed demand forecast for the country and estimated gas need to ensure future development. (c) Identification of necessary infrastructure and Development of CAPEX and OPEX: Galway identified necessary infrastructure to ensure the demand of downstream market is met and sized the infrastructure for future needs. This estimation formed the basis of economic feasibility analysis (d) Economic feasibility analysis: Galway conducted a detailed economic analysis tool to compare cost of delivered gas (including switching cost) with substitutes using various logistics options available (e) study of regulatory requirements in the country: Finally, Galway analysed the regulatory needs and requirements in the country for LNG imports and develop new gas infrastructure. It was determined as per this study that at that time oil prices (2017), the project will marginally worse the existing substitutes.	

PROPOSED PROJECT TEAM

PROPOSED PROJECT TEAM STRUCTURE

The Galway team brings over 200 man-years of LNG experience in the areas of natural gas/ LNG market analysis, power (electricity) markets, market understanding, supply-demand modeling, commercial mechanisms for natural gas procurement, possible financing options and onshore/offshore LNG terminal feasibility and design analysis.

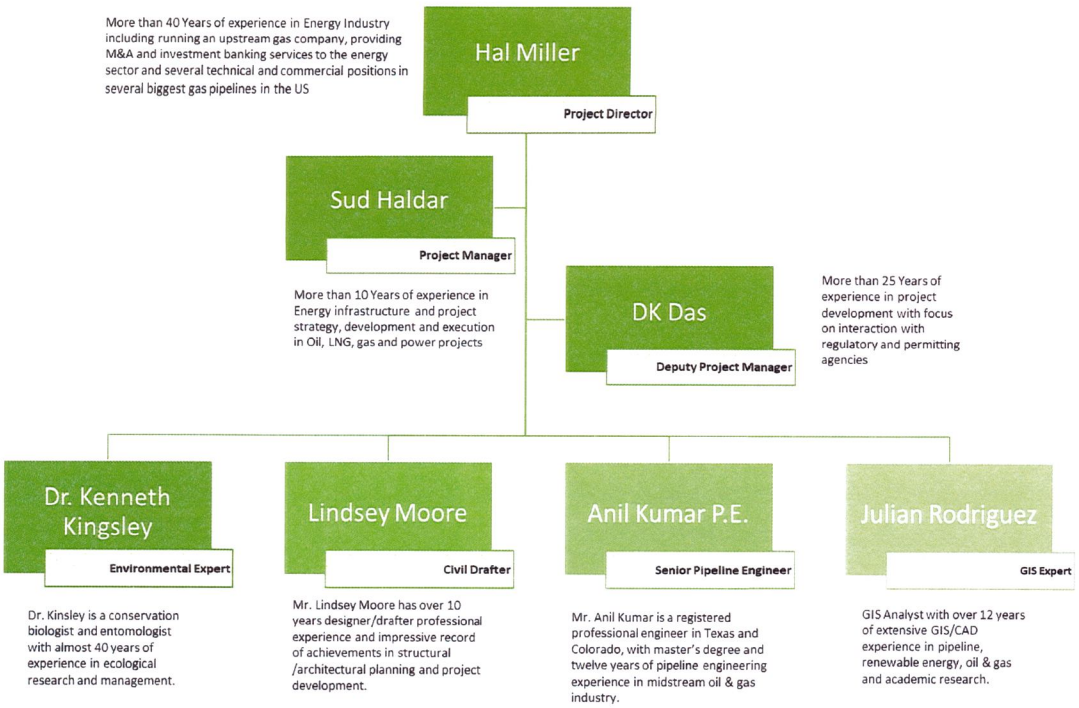


Figure 5: Project Team Structure

NOMINATION OF PROJECT MANAGER

Mr. Sudhanshu Haldar shall be nominated as Project Manager for this study. He shall be entrusted with the responsibility of coordination between various participants/interfaces and controlling the project, as well as being the interface between Client and the Galway Execution Team.

KEY PERSONNEL

HAL MILLER – PROJECT DIRECTOR

Hal is a 50+ year veteran of oil/gas industry. He has provided techno-commercial advisory services to various international clients related primarily to technical feasibility of FSRU terminals, structuring of upstream LNG supply projects, LNG acquisition, LNG SPA negotiations, receiving terminal commercial structuring, TUA negotiations, downstream pipeline arrangements, pipeline tariff arrangements, and LNG ship acquisition and/or chartering, commercial and financial modelling and structuring and overall market analysis and investment banking activities. He led a US mid-stream natural gas company and was responsible for gas & NGL processing & marketing, planning, regulatory affairs, international supply acquisition and new midstream business development.

SUD HALDAR – PROJECT MANAGER

Sud is the Director for Economics and Analytics at Galway Group focusing on opportunities across the natural gas and power value chain, including commercial and project development, market analysis, project structuring, cost estimation and economic valuation. He has a decade of experience working in infrastructure projects globally as a commercial and technical expert with hands on experience in project cost estimation. He has developed cost estimates of FSRU/FSU projects in Asia, Americas and Middle east. Mr. Haldar has undertaken numerous pre-feasibility/feasibility studies and configuration development studies for FSRUs and have provided guidance related with cost of buying or leasing and FSRU, jetty and trestle construction, subsea/on-trestle pipelines (gas and cryogenic), topsides and required components. Starting his career in engineering, Sudhanshu

has experience in construction and operations of oil and gas pipelines and refineries all across India. He also worked in LPG distribution, procurement and supply chain, and the retail interface of the downstream oil and gas segment in India and US. Sudhanshu holds a bachelor's degree in electrical engineering from the Indian Institute of Technology (IIT), Delhi and also holds an M.B.A. from Rice University.

DK DAS – PROJECT DEPUTY MANAGER

Over 20 years of experience in project management, pipeline engineering design, analysis and construction and environmental management in the energy and mining sectors in United States, Canada and 15 countries in South America, Asia and Africa. Energy sector experience covers a broad spectrum of pipeline engineering projects including basic, conceptual and detailed design, and installation projects for offshore (shallow and deep water) pipelines. Spent part of the career in environmental scoping studies, baseline studies, impact assessment, modeling, environmental management system design, interface with stakeholders, pro-active consultations with environmental regulatory agencies in the US, Canada, Tanzania, Chile, Argentina, Peru and Indonesia. Started career in structural engineering and performed design of pressure vessels, buildings, bridges, large tanks and pump foundations.

DR. KENNETH KINGSLEY – ENVIRONMENTAL EXPERT

Dr. Kinsley is a conservation biologist and entomologist with almost 40 years of experience in ecological research and management. My work has included surveys for invertebrates, mammals, birds, amphibians, fish, reptiles, and plants of many areas in the Southwestern and Eastern U.S. and Hawaii. He has worked in a variety of natural and human-influenced habitats including wilderness, subterranean, montane, wetland, desert, riparian, aquatic, agricultural, and urban environments. His background combines field skills, experience exploring challenging environments, natural history interpretation, technical writing, and critical analysis. He has conducted field surveys for wildlife and plants in Arizona, California, Colorado, Hawaii, Nevada, New Mexico, North Dakota, Utah, Virginia, and Texas.

He has published papers in the peer-reviewed scientific literature on endangered insects, birds, and mammals, and riparian ecology. Dr. Kingsley designed and managed a private 4,500-acre wildlife preserve and a natural history museum for a guest ranch in Arizona. He served as an adjunct professor for The Audubon Expedition Institute and Prescott College, and continue to engage in a variety of volunteer projects involving natural history interpretation, wildlife surveys, and ecological studies

ANIL KUMAR – SENIOR PIPELINE ENGINEER

Mr. Anil Kumar is a registered professional engineer in Texas and Colorado, with master's degree and twelve years of pipeline engineering experience in midstream oil & gas industry. His engineering experience includes work on multiple cross-country pipelines and pipeline replacement projects in United States; and oil sands pipeline projects in Canada. The key responsibilities included management, design, analysis, estimation, coordination, engineering reports, detail design and preparation of construction work packages. He also have a NCEES record and currently working towards registering himself as a Professional Engineer in multiple states of lower 48

LINDSEY MOORE – PROJECT DRAFTER

Mr. Lindsey Moore has over 10 years designer/drafter professional experience and impressive record of achievements within all facets of structural/architectural planning and project development. His experience combines with strong computer literacy and proficiency to implement strategic operational planned initiatives that enhance productivity, quality, customer service, and overall bottom-line performance.
His specialization in Auto Cad 2018, Auto Cad Civil 3D, Cadworks 2016, Solid Works and Microsoft Word, Excel and Access

JULIAN RODRIGUEZ – GIS EXPERT

GIS Analyst with over 12 years of extensive GIS/CAD experience in pipeline, renewable energy, oil & gas and academic research. Support engineering staff, geologists, and environmentalist. Provide map production, GIS

models, data management, spatial analysis and drafting. Posses an A.A.S. degree in Geographic Information Systems (GIS). Certified Stormwater Inspector

PROJECT FEES

A. PROPOSED FEES

Lump sum labor fee of $170,944 USD excluding taxes and additional expenses. As the funding of the project is subject to funding availability, we have included the fees for each task:

Proposed Fees	(USD)
Task 1: Estimate gas Consumption	31,360
Task 2: Analyze Existing Natural Gas Infrastructure	30,480
Task 3: Analyze Possible Alternatives	30,880
Task 4: Provide a Conceptual Design of the Pipeline Route	45,120
Task 5: Evaluate Environmental and Social Impacts	34,640
Task 6: Regulatory Guidance and requirements	12,640
Task 7: Evaluate Project Economic Feasibility	28,560

Total Fees before Discount	213,680
Discount Offered to Client (20%)	(42,736)
TOTAL FEES (AFTER DISCOUNT)	**170,944***

* Excludes travel costs. Total lump sum cost in Cost Time Resource Sheet

B. PAYMENT SCHEDULE

Galway proposed that payments should be made as per following milestones, however, schedule is negotiable

Milestones	% of Total Fees
Project Kick-Off	20
Task 1 completion/Shortlisted options	10
Task 2 completion/Interim report	40
Task 3 completion/Final Report	30
Total	**100**

C. HOURLY RATES

Additional support required of Galway, outside of the Scope of Work as stipulated in section C2, shall be charged at the following Daily Rates:

Category	Daily Rate
Project Director	USD 1,440
Project Manager	USD 1,040
Project Deputy Manager	USD 1,200
Environmental Expert	USD 1,200
Senior Pipeline Engineer	USD 1,040
Project Drafter	USD 960
Project GIS Expert	USD 960
Analyst – I	USD 720
Analyst – II	USD 720

D. OUT OF POCKET EXPENSES

In addition to the tasks, out of pocket expenses including travel, accommodation and meals are provided in the Cost Time Resource Sheet.

E. COST TIME RESOURCE SHEET

	COST TIME RESOURCE SHEET (CTR)			
Title	PROPOSAL FOR SAN LUIS FEASIBILITY STUDY FOR NATURAL GAS PROJECT			
Total Amount (USD)	178,944 (including Travel expenses)			
Resource(s) Labor				
Discipline	**Job title/ Role**	**Man-hours**	**Rate/hr**	**Amount (USD)**
	Project Director	80	200	14,400
	Project Manager	328	130	42,640
	Project Deputy Manager	152	150	22,800
	Environmental Expert	192	150	28,800
	Senior Pipeline Engineer	184	130	23,920
	Project Drafter	128	120	15,360
	GIS Expert	152	120	18,240
	Analyst – I	264	90	23,760
	Analyst – II	264	90	23,760
			Total Fees before Discount	213,680
			Discount Offered to Client	(42,736)
			TOTAL FEES (AFTER DISCOUNT)	**170,944**
Additional Cost/ Software/ Expenses/ 3rd Party				
Definition		**Quantity**	**Value (USD)**	**Amount (USD)**
Travel for kick off /meetings (Project Manager)		3 trips	3,000	3,000
Travel for kick off/meetings (other members)		4 trips	3,000	5,000
			TOTAL FEES (AFTER DISCOUNT) + ADDITIONAL COST	**178,944**

DETAILED CVS OF PERSONNEL

HAL MILLER – PROJECT DIRECTOR

Current Position	Chairman		
Nationality	United States		
Gender	Male		
Education			
Name of the Degree/ Qualification	**Name of University/ College**		**Year**
BS Mechanical Engineering	South Dakota School of Mines		1961 - 1965
MBA	University of Colorado		1969 - 1971
Languages			
Name of the Language	**Speaking**	**Reading**	**Writing**
English	Excellent	Excellent	Excellent

Professional Experience

Date (from - to)	City, state	Enterprise, organisation	Position	Description
2003 - present	Houston, Texas	Galway Group, LLC.	General Partner & Managing Director	Commercial advisory services to various international clients related primarily to structuring of upstream LNG supply projects, LNG acquisition, LNG SPA negotiations, receiving terminal commercial structuring, TUA negotiations, downstream pipeline arrangements, pipeline tariff arrangements, and LNG ship acquisition and/or chartering, commercial and financial modelling and structuring and overall market analysis and investment banking activities including merger & acquisitions and raising of private debt and equity.
1995-2003	Houston Texas	Cornerstone Ventures (predecessor to Galway Group)	General Partner & Managing Director	Energy related investment banking, including merger & acquisition and raising of private debt and equity.
1990-1995	Houston, Texas	Transfuel Resources	President	U.S. based up-stream oil and gas producer, and affiliate of Mitsubishi Corporation; responsible for operation of company.
1987-1990	Tulsa, Oklahoma	Willams Companies	VP Operational Planning & President of Willams Power Co.	Mid-stream natural gas company operating in U.S; responsible for coordination between various operating subsidiaries and development of independent power company.
1973 – 1987	Houston, TX	Transco Energy	Various EVP Transco Gas	Mid-stream natural gas company operating in U.S; responsible for gas & NGL processing & marketing, planning, regulatory affairs, international supply acquisition and new midstream business development.
1968 – 1973	Colorado Springs, Colorado	Colorado Interstate Gas Co.	Engineering & Marketing	Mid-stream natural gas company; responsible for design & construction of gas storage fields & processing plants and gas marketing.

1965 – 1968	Phillips Petroleum Company	Borger Texas	Field Engineer	Upstream oil and gas production; responsible for upstream oil and gas production operational support.

SUD HALDAR – PROJECT MANAGER

Current Position	Director
Nationality	Indian
Gender	Male

Education

Name of the Degree/ Qualification	Name of University/ College	Year
Master of Business Administration	Rice University	2012-2014
Bachelor of Technology	Indian Institute of Technology (IIT), Delhi	2004-2008

Languages

Name of the Language	Speaking	Reading	Writing
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent
Bengali	Native	-	-

Professional Experience

Date *(from - to)*	City, state	Enterprise, organisation	Position	Description
2015-Present	Singapore	Galway Group, LLC	Manager	Supporting commercial advisory engagements with clients involved in the LNG and natural gas sectors. Providing market research and analysis, assistance with structuring and economic evaluation for projects in the gas, power and petrochemical sectors.
2014 – 2015	Houston	Galway Group, LLC	Manager	Supported Commercial and Financial Advisory engagements with the clients in LNG, Power and Natural gas trading. Provided assistance with investment due-diligence, M&A transactions and valuation of assets across the oil and gas value chain in across the globe.
2013-2013	Houston	Energy Ventures	Summer Associate	Performed Quantitative analysis, financial modelling and valuation of oil field companies in early stages. Prepared investor presentation, reviewed business

				plans and wrote investment thesis for new investments. Also investigated potential investment opportunities United States and Canada
2009-2012	Ahmedabad	Bharat Petroleum Corporation Limited	Assistant Manager	Project Manager for construction of three cross country crude and petroleum products pipeline, a total of more than 1000 km. Carried out technical and commercial aspects of the projects at the site level, presented to and liaisoned with statutory authorities and government bodies for approvals. Ensured operation management with technical supervision and financial/billing/certifications.
2008-2009	Mumbai	Bharat Petroleum Corporation Limited	Engineering Executive	Worked in the Retail management and LPG distribution of Bharat Petroleum Corporation Limited in Mathura Product Installation and Piyala, Faridabad Liquefied Petroleum Gas Plant. Carried out feasibility analysis for 2 potential retail outlets in in Agra under the Sales Division in Agra. Designed a mechanical model to avoid the spillage losses. Analyzed and dug for various technical and commercial options for LPG Distributive system

Project Experience

Project title	Completion date	Contracting entity	Project description
LNG Procurement Business Model and Strategy	2015	ADWEC	Designed and forecasted long-term LNG prices of HH, NBP, JKM, Middle East and Brent and compared it with long-term LNG contracts. Investigated the capacity and availability of LNG export projects across the globe and presented possible sources of future LNG supply from Atlantic, Middle East and Pacific basins. Also presented current SPA quantities with each of the projects and identified possible traders and portfolio players for short-term supply options.

Evaluation of Canadian LNG Projects	2015	PTT	Carried out Due-diligence on three Canadian LNG export projects in Prince Rupert and Kitimat, BC, Canada to identify the best investment opportunity. Created economic and financial models for each of the projects including upstream, pipeline and liquefaction plant. Established tariffs and supply structure for the projects and presented a comparative ranking report of economics and viability of these projects.
Due-Diligence on upstream Asset in North America	2015	Confidential	Based on predetermined criteria of oil and gas field required, made a comparative assessment of required upfront capital of a low return field and a high return field. Also recommended the client about investment timeline for making appropriate return and aligned the supply hedging strategy
Shortlisting of suppliers for Long term LNG in South America	2015	Confidential	Assisted one of the clients, in South America, to shortlist the best LNG procurement bid, by providing comparative analysis of various bids. Provided various pricing benchmarks for evaluation of each bid, along with statistical analysis of pricing in case of cargo diversion and variation in pricing captured by confidence intervals. Also indicated the expected price of a cargo, in case it is diverted to a different region.
Due Diligence on Delfin LNG	2015	Enbridge	Provided a preliminary due diligence on the floating liquefaction project, commented on its feasibility and carried out the valuation of the project. Benchmarked the project with the comparative projects in the region, both floating and onshore. Also provided an analysis of regulatory frame work and approximate time for approval for such a project.
Valuation of Applied LNG	2015	Confidential	Carried out valuation of Applied LNG for a client in North America. Created a discounted cash flow model, a comparative market analysis and benchmarked the transaction value with similar transaction multiples. Provided views on future growth possibilities of Applied LNG and market penetration possibilities after the transaction.
South America Gas Market Analysis and FSRU deployment Opportunities	2014	IDB	Assisted the lender carryout the due-diligence on deployment of world's biggest FSRU in Uruguay. Carried out comprehensive global and regional (South American) LNG market analysis and predicted the future trend of LNG in these markets. Furnished a comprehensive outline of various floating solutions available and indicated costs of these solutions. Provided information on historical shipping industry and views on the growth of future shipping and FSRU industry. Estimated the charter rates for every tier of FSRUs and compared with estimated FSRU charter

			rates of Golar, Hoegh and Excelerate Energy. Also investigated a possibility of redeployment of this FSRU as a LNGC and considered other downside risks
Valuation of CIMA Energy	2014	Mitsubishi	Helped the client with the valuation of one of the private crude and natural gas traders in United States and Canada. Provided a comprehensive Du-Pont analysis to identify margin fluctuations, and benchmarked it with other competitors to understand the strength and weaknesses of the trading company. Provided a cash flow, trading and transaction multiples valuation to the client.
SGA and Margin Analysis for new Trading Team	2014	Mitsubishi	Investigated the trading arms of companies ranging from bulge bracket banks to small units, to identify the optimum and most efficient combination of SGA and Margins. Also investigated possible risks and opportunities because of new regulations – BASEL III, Dodd-Frank and similar regulations in the commodities trading business.
Assessment of power costs for different fuels for greenfield Projects	2014	PetroSA	Created a comparative economic analysis of various scenarios: a LNG fired plant, a Diesel fired plant, a Coal fired plant with different coal qualities and an existing project. Calculated Tariff and power costs for each of the segments involved in the process and created stack of costs for each of these categories, based on a required return on the project.
Containerized LNG Study	2014	HECO	Created a summary of the viable, available (or soon to be available) shipping/container technologies associated with containerized LNG. Designed a conceptual articulation of relevant different full chain delivery concepts; an evaluation of these options, identification of issues and insights on their applicability to Hawaii. Investigated and presented a high level economic evaluation of these scenarios across the delivery chain and key technology providers that can support components within the containerized LNG delivery chain and parties that may be interested in participating in a RFP
Shale Play Valuation	2014	Toshiba	Created a summary of various types of models in shale plays in North America along with recent transactions in these plays. This study included production profile analysis, play as well as JV return analysis at different gas prices, A&D and Operating cost analysis and life cycle expenditure and cash flow analysis. Also compared the differences between dry gas and wet gas shale plays

LNG Cargo Arbitration	2014	PeruPetro	Helped the client with an arbitration on LNG cargoes diversion and royalty disputes. Collected data of loaded and reloaded cargoes from South America, North America and other relevant countries and performed a quantitative analysis on LNG and gas flow in the region. This involved analysis of natural gas and LNG flow in Sabine pass, Freeport and other LNG import terminals to determine, if the cargoes were unloaded or diverted directly. A final report with complete analysis was provided to the client. The decision was given in favor of the client.

DK DAS – DEPUTY PROJECT MANAGER

Current Position	Senior Director
Nationality	United States of America
Gender	Male

Education

Name of the Degree/ Qualification	Name of University/ College	Year
MBA, Finance & Accounting	University of Chicago, Graduate School of Business	2005
MS, Civil & Chemical Engineering	University of British Columbia (Canada)	1993
MASc, Structural Engineering	University of British Columbia (Canada)	1989
MTech, Building Science	Indian Institute of Technology, Roorkee (India)	1986
BS, Civil Engineering	University of Gauhati (India)	1982

Languages

Name of the Language	Speaking	Reading	Writing
English	Excellent	Excellent	Excellent
French	Intermediate	Intermediate	Basic
Spanish	Basic	Intermediate	Basic

Professional Experience

Date *(from - to)*	City, state	Enterprise, organisation	Position	Description
2018 - present	Houston, TX	Galway Group, LLC.	Senior Director	Search new LNG ventures; Interact with project sponsors, stakeholders and in technical, financial, commercial and regulatory & permitting affairs.
2008 - 2017	Houston, TX	Universal Pegasus International Inc.	Director, LNG Opportunities, Senior Engineer in Oil / Gas Group	Project development strategy formulation; Interface and preparation of documents for FERC, MARAD, NEB-Canada, CEAA-Canada; Conduct engineering project feasibility studies; LNG terminal/FSRU/FPSO siting; Marine Terminal vs FSRU usage; Stationary barge for

				small scale LNG offloading; Detailed route analysis for gas delivery pipeline; Cost estimate for various options; Interaction with vendors for various components; Preparation of procurement, logistics and construction work plans, budgets and schedules; Advisory role and supervision of environmental & geotechnical consultants Leading member of a multi-disciplinary team conducting concept to detailed engineering for layout, design and analysis of offshore pipelines, subsea structures, risers, and controls for E&P and LNG/FLNG projects around the globe; Participate in commercial contract negotiations with Oil/Gas Service providers; Prepare capital cost estimates, EPC packages & Tender packages; Typical clients - BHP, Hess, Noble Energy, Anadarko, ENI, Shell, Murphy and Newfield For Pritchard Capital Partners – Analyzed financial statements, studied macro trends in the industry, assessed strengths & weaknesses of competitors and created a full model for Jacobs, a major EPC firm in energy sector.
2005 - 2008	New York, NY ; Los Angeles, CA	PricewaterhouseCoopers LLP & KPMG LLP	Experienced Associate, Structured Finance Group	Modeled CDOs and CLOs; Incorporated financial risk management measures; Assessed Credit Ratings; Corresponded with Portfolio Managers & Lawyers; Interacted with Moody's, S&P and Fitch. Typical Clients: Deutsche Bank, Bank of America, Alliance Bernstein, Morgan Stanley, RBS. Created and maintained cash flow models for Alt-As, Subprimes, Auto loans and Student loans. Typical Clients: Deutsche Bank, Bank of America, Alliance Bernstein, Morgan Stanley, RBS

2004	Raleigh, NC	Progress Energy	Associate, Financial Analysis & Business Strategy	Created pro-forma financial models and conducted valuation analysis using DCF and multiples for oil & gas acquisition targets in Texas and Oklahoma.
1993 – 2003	Vancouver, Canada	ERM – Rescan Consulting Inc.	Started as Project Engineer and progressed to Project Manager	Engineering Design & Strategic Sourcing: Teamed with multi-disciplinary team of engineers, geologists, environmental scientists for technical projects; Performed design of pipelines, pumps & compressors; Strategic sourcing and logistics with manufacturers and vendors worldwide Financial Modeling: Built/maintained EXCEL-based financial models for companies in oil/gas and mining sectors; Performed discounted cash flow analysis; Researched, gathered and analyzed data on corporate developments/earnings by using company contacts, research databases & financial reports; Performed company due diligence Oilfield Services: Designed innovative & practical solutions for fixing damaged pipes in shallow offshore waters; Tested and fabricated repair clamps, pipe induction bends and griplock flanges; Used services of oilfield servicing firms such as Halliburton & Oceaneering for contracts worth > $8 MM. Business Development & Networking: Took strong initiatives to develop extensive industry contacts with firms such as BHP-Billiton, Husky Energy, Suncor, Newmont, Encana and Barrick; Generated > $6MM in consulting fees. Negotiations with Regulatory Agencies: Successfully undertook challenge of negotiating with top level officials in regulatory agencies such as USEPA, CCME (Canada), Bapedal

				(Indonesia), and Secretaria de Mineria (Argentina).
1989 – 1991	Vancouver, Canada	Hipp Engineering Ltd.	Civil & Structural Engineer	Structural Engineer: Designed a 3-storeyed masonry building for Quesnel River Pulp & Paper plant extension; Designed pump foundations, large steel tanks, large steel ducts, Civil Engineer: Performed municipal engineering design for Coquitlam Newsprint Recycling plant, B.C., Canada.

Relevant Experience

Project title	Project completion date	Contracting entity	Project description
Old Harbour LNG (Jamaica)	Oct 2017	New Fortress Energy	Mid-size LNG import project to supply natural gas to power plant, bauxite mine and other industries
Aurora LNG (Canada)	Jan 2016	Nexen / CNOOC	LNG liquefaction project in Western Canada with feed gas from Northern British Columbia, Canada
Delfin LNG (Gulf of Mexico)	April 2016	Delfin LNG	FLNG liquefaction project in Gulf of Mexico with feed gas from three different gas supply entities
Pacific Northwest LNG (Canada)	Sept 2014	TransCanada	LNG liquefaction project in Western Canada with feed gas from Northern British Columbia, Canada
WoodFibre LNG (Canada)	February 2017	FortisBC & Woodfibre LNG	LNG liquefaction project near town of Squamish (Vancouver) in Canada with feed gas supplied by FortisBC
Damietta LNG Project (Egypt)	February 2015	UEG Group Spain	LNG liquefaction project in Egypt on the Mediterranean coast. Plant owned partly by ENI of Italy
Richport LNG (Puerto Rico)	September 2013	Richport Group New York	LNG import project in Northern Puerto Rico to supply natural gas to three power plants
Manzanillo LPG Terminal (Mexico)	April 2009	ZETA Group	LPG import facility in Mexico.

DR. KENNETH KINGSLEY – ENVIRONMENTAL EXPERT

Nationality	United States	
Gender	Male	
Education		
Name of the Degree/ Qualification	**Name of University/ College**	**Year**
Ph. D., Ecology & Entomology	University of Arizona, Tucson	
Master of Science, Biology	University of Nevada, Las Vegas	
Bachelor of Arts in Biology	Prescott College	
Languages		

Name of the Language	Speaking	Reading	Writing
English	Excellent	Excellent	Excellent

Professional Experience

Dr. Kinsley is a conservation biologist and entomologist with almost 40 years of experience in ecological research and management. My work has included surveys for invertebrates, mammals, birds, amphibians, fish, reptiles, and plants of many areas in the Southwestern and Eastern U.S. and Hawaii. He has worked in a variety of natural and human-influenced habitats including wilderness, subterranean, montane, wetland, desert, riparian, aquatic, agricultural, and urban environments. His background combines field skills, experience exploring challenging environments, natural history interpretation, technical writing, and critical analysis. He has conducted field surveys for wildlife and plants in Arizona, California, Colorado, Hawaii, Nevada, New Mexico, North Dakota, Utah, Virginia, and Texas.

He has published papers in the peer-reviewed scientific literature on endangered insects, birds, and mammals, and riparian ecology. Dr. Kingsley designed and managed a private 4,500-acre wildlife preserve and a natural history museum for a guest ranch in Arizona. He served as an adjunct professor for The Audubon Expedition Institute and Prescott College, and continue to engage in a variety of volunteer projects involving natural history interpretation, wildlife surveys, and ecological studies.

Date (from - to)	City, state	Enterprise, organisation	Position
2017-present	Houston, TX	Galway Group	Expert in Biological Sciences
2011 - present	Tucson, AZ	Independent	Consulting Biologist
1991-2011	Tucson, AZ	SWCA Environmental Consultants	Senior Environmental Scientist
1990-1991	Tucson, AZ	Southwestern Field Biologists	Project manager/ Zoologist
1986-1990	Arizona	Independent	Consulting Biologist
1985-1986	Arizona	Department of Entomology, University of Arizona	Post-Doctoral Research Associate
1982-1985	Arizona	Department of Entomology, University of Arizona	Graduate Research Associate
1981-1982	Arizona	National Park Service	Biological Technician
1978-1981	Nevada	National Park Service	Biological Technician
1974-1978	Prescott, Arizona	Prescott College,	Adjunct Professor
1972-1978	Wickenburg, Arizona	Wickenburg Inn	Natural and Wildlife Preserve Manager
1989-1990	Houston, TX	Solar Turbines Incorporated	Project Engineer

SELECTED REPRESENTATIVE PROJECTS

Land Use Planning

Ecological Constraints and Opportunities Study, 2002

Client: City of Tucson

Evaluated lands owned or regulated by the City of Tucson for potential to have threatened and endangered species. Wrote several reports and presented findings at meetings. This work informed managers and the public of specific concerns for wildlife on City owned and regulated lands.

Environmental Assessment for Water Exchange Agreement, 1998.
Client: ASARCO and U.S. Bureau of Reclamation
Compiled and reviewed historical literature and drafted sections of Environmental Assessment on area history and Biological Evaluation of water exchange agreement between mining company and Native American community.

Great Salt Lake Shorebird Preserve, 1993
Client: Kennecott Utah Copper Company
Evaluated a proposed 2,800-acre shorebird and wildlife preserve adjacent to the Great Salt Lake; Advised on potential management and design options as part of mitigation program component of Section 404 (Clean Water Act) compliance.

Wildlife Preserve and Management Plan, 1972-1972
Client: The Wickenburg Inn Tennis and Guest Ranch.
Conducted a survey of plants and animals on a 4,700-acre parcel surrounding a proposed resort development. Using data from the survey, designed a wildlife preserve on that land, including horseback and foot interpretive trails, wildlife waters, and a management plan to enhance wildlife populations. I participated in the design team for the ranch, and served as an environmental monitor during construction.

Paseo de las Iglesias Project, 2001-2004
Client: U.S. Army Corps of Engineers and Pima County (as a subcontractor to Tetra Tech, Inc and DMA, Inc.)
Participated in a major riparian restoration planning project. Beginning with conducting a survey of a 7-mile reach of the Santa Cruz River for wildlife habitat and species of concern, he mapped habitat conditions and locations of wildlife observations to form the basis of a GIS database. Wrote sections of the project EIS.

Irvington Landfill End Use Master Plan, 1999
Client: The Acacia Group (contractors to the City of Tucson)
Participated in the planning team designing a city park for the end use of a closed landfill. Conducted surveys for threatened and endangered species. Compiled a list of all plant species occurring on the site, with special consideration for conditions unique to a closed landfill and irrigation limitations.

Habitat Conservation Planning

Adaptive Management Science Team Member, Clark County Multiple Species HCP, Clark County, Nevada. For Clark County Planning Department. 2004-2006. As a consultant to Clark County, he served on a team of scientists that includes representatives of the Biological Resources Research Center, University of Nevada, U.S. Geological Survey, U.S. Fish and Wildlife Service. Functions of the team include monitoring science in the management of the HCP, review of proposals for funding (totaling $44 million in 2006), and evaluating scientific needs of the program.

Multi-species Habitat Conservation Plan, Pima County, Arizona, 2000-2003
Client: Pima County (as a subcontractor to RECON Consultants and ESI, Inc.)
Collaborated with teams of scientists, planners, landscape architects, economists, and GIS experts in developing a multi-species HCP for Pima County, Arizona; Wrote or supervised writing of evaluations of status and available information for 78 species of concern, and detailed species accounts for 55 species. I participated in threats assessment, establishing vulnerable species goals, habitat data analysis, preserve design and management plan, habitat suitability modeling.

Habitat Conservation Plan, 1993
Client: Washington County, Utah.
Prepared a habitat conservation plan for desert tortoise and other special status species; Was involved in meetings of the Steering Committee and Technical Advisory Committee, manuscript review and preparation, and negotiations with agencies and individuals.

Invertebrate Surveys and Studies

Dakota Skipper Surveys. 2016-2018
Location: Fort Berthold Indian Reservation
As a member of the SWCA Environmental Consultants Bismarck, North Dakota team, he conducted surveys for this threatened butterfly on the Fort Berthold Indian Reservation.

Pollinators of Shenandoah National Park. 2015.
Assisted in a park-wide survey of pollinators throughout the summer; Contributing collector to the Blue Ridge Bumble Bee Mega-transect project, and served as Interpretive staff as a resource person, and information desk attendant, and assisted in a survey for ticks.

Arthropods of Great Basin National Park. 2008-2014.
Participated in annual Bioblitz activities, each year focused on a different insect order. In 2012, he served 10 days each month, May-September, as Park Entomologist. Duties included: participating in a multi-park pollinator survey in association with the USDA Bee Lab; collecting, curating, identifying specimens collected by himself and others.

Bioassessment of Aquatic Macroinvertebrates, 1998-2006
Client: ASARCO, Inc.
Developed a protocol and conducted annual surveys and analysis of aquatic macroinvertebrates in Mineral Creek, above and below a mining operation to assist ASARCO, Inc. in compliance with its NPDES permit; Cllected samples of invertebrates using a timed kick net method, and analyzed the results statistically using standard EPA analysis methods; Prepared annual reports.

Invertebrates of Organ Pipe Cactus National Monument, 1987-1990
Client: U.S. National Park Service. 1987-1990.
Conducted a three-year study on the ecology of invertebrates of this National Monument in southern Arizona; Trained and managed two teams of researchers and developed methodology for observing and collecting invertebrates at 16 ecologically distinct sites.

Plant Surveys and Studies

Distribution of Vascular Plant Species and Current Conditions of the Vegetation Community – 2006, Verde River Greenway State Natural Area.
Client: Arizona State Parks.

Biological Assessment of Potential Impacts to Pima Pineapple Cactus from Development of a Safeway Shopping Center in Sahuarita, Pima County, Arizona.
Client: Safeway, Inc. 2000.

Forest Management Plan Environmental Impact Statement - Range Condition Survey of the Navajo Nation Forest.
Client: The Bureau of Indian Affairs and the Navajo Nation Forestry Department). 1997.

Fish and Amphibian Surveys and Studies

Aravaipa Creek Fish Survey. 2002-2005 - seining and electrofishing survey of native fish
Client: U.S. Fish and Wildlife Service, Bureau of Land Management, Arizona Game and Fish Department, University of Arizona, and Arizona State University.

Chiricahua Leopard Frog Baseline Survey, 2004.
Client: Chilton Ranch, Arivaca,

O'Donnell Creek Fish Restoration, 2003
Client: The Nature Conservancy and Arizona Game and Fish Department. 2003..

Cave Creek Fish Survey, 1996.
Client: Spur Cross Ranch in collaboration with biologists from the US Fish and Wildlife Service and Arizona Game and Fish Department.

Salamander Surveys, 1992-1994

. For various private landowners in central Texas. 1992-1994. Conducted surveys, above and below ground, for salamanders of various species. Found several species of salamanders, including some rare and special status species.

Mammal Surveys and Studies

Status Review of Merriam's Mouse (*Peromyscus merriami*) in Pima County, 2004-2005.
Client: Pima County Flood Control District. 2004-2005.
The study involved examination of specimens and field notes of collectors, review of data on specimens in museums, evaluation of existing habitat potential at the sites where the species has been historically found,

selection of potential locations for further study, and live-trapping at 19 selected sites to determine whether the species is still present. Samples were collected for DNA analysis.

Bat Surveys, continuing since 1978
Client: Various mining companies and other clients.
Conducted surveys of inactive mine sites for bats that use them as roosts. Surveyed several hundred inactive mines for use by bats in Arizona, Nevada, and California. This included complete surveys of all adits that were safe enough to enter, and twilight watches at unsafe sites using night vision apparatus and ultrasonic bat detectors, including the ANABAT system.

Black Mesa Wildlife Monitoring, 1997
Client: Peabody Coal Company
Conducted surveys for small mammals and bats on reclaimed coal mining land on the Navajo Reservation. Developed experimental design to test hypothesis that mammal use of surface depressions was not different from mammal use of other reclaimed areas. Participated in fieldwork and data analysis, reviewed reports.

Multiple Taxa Surveys and Studies

Preliminary Inventory of Wildlife Species for Posey Well, San Simon, Arizona, 2006
Client: U.S. Bureau of Land Management (BLM).
A wildlife habitat improvement project is planned to be conducted by the BLM at a 60-acre site known as Posey Well near San Simon, Cochise County, Arizona. A pre- and post- project inventory of wildlife species is needed to document the potential impacts of the proposed project. Dr. Kingsley conducted a pre-project inventory of birds, mammals, reptiles, amphibians, and plants present and detectable under conditions at the time of the inventory, 5-7 April, 2006, and prepared a report documenting findings. Live trapping for rodents was done along transect lines through each community. Pitfall trap arrays for reptiles were placed in each community.

Biological Considerations and Opportunities for the A7 Ranch Property near Redington in Pima and Cochise Counties, Arizona, 2002.
Client: City of Tucson. 2002.
Prepared a report that summarizes observations and available information on the A7 Ranch with regard to wildlife and plant species that are considered special status species.

Ecological Constraints and Opportunities, 1995
Client: Molokai Ranch, Molokai, Hawaii.
Conducted a general survey of a 50,000-acre ranch, with focus on water lines and intakes, for threatened and endangered species. I compiled data on 65 special status species of plants and animals and potential impacts to them.

Biological Evaluation of the Apache-Hayden Transmission Line, 1996.
Client: Arizona Electric Power Cooperative.
Conducted survey and review for 67 special status species of plants and animals, prepared vegetation map, and wrote report that reviewed potential environmental issues for 90-mile power transmission line.

Bird Surveys and Studies
Weekly Waterfowl Counts, 2010
Location: Laguna Atascosa National Wildlife Refuge in south Texas
Part of a team that conducted weekly counts of waterfowl and shorebirds for eight weeks.

Important Bird Area Monitoring Surveys, 2005-2006
Location: Sonoita Creek State Natural Area and Verde River Greenway State Natural Area
Conducted transect and point count surveys following IBA protocols of birds.

Southwestern Willow Flycatcher Surveys, 2005-2006.
Location: Sonoita Creek State Natural Area and Verde River Greenway State Natural Area
Conducted call playback surveys.
National Marsh Bird Surveys. As a volunteer for Arizona State Parks. 2006. I conducted call playback surveys following the U.S. Fish and Wildlife Service approved protocol for marsh birds in the Verde River Greenway State Natural Area, including Tavasci Marsh.
Avian Inventory of the Lower Santa Cruz River, 1999-2000
Client: U.S. Bureau of Reclamation.

Principal Investigator on a project to determine the species richness and relative species abundance for bird species along an effluent-dominated stretch of the Santa Cruz River from the Roger Road Wastewater Treatment Plant to the Pima/Pinal County line. Conducted transect surveys along five one-half mile long study reaches three times in each of four seasons; Prepared a report that detailed findings and related them to vegetation and water conditions.

Surveys for Endangered Bird Species, since 1980
Client: Various clients.
Conducted species specific surveys for the following species: cactus ferruginous pygmy-owl, Mexican spotted owl, Yuma clapper rail, southwestern willow flycatcher, golden-cheeked warbler, black-capped vireo, yellow-billed cuckoo, bald eagle, American peregrine falcon, northern goshawk, common black.

SELECTED PUBLICATIONS

Johnson, R. Roy; Carothers, Steven W.; Finch, Deborah M.; Kingsley, Kenneth J.; Stanley, John T., tech. eds. 2018. Riparian research and management: Past, present, future. Volume 1. Gen. Tech. Rep. RMRS-GTR-377. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. 226 p.

Kenneth J. Kingsley, John T. Stanley, Steven W. Carothers, R. Roy Johnson, Deborah M. Finch, Duncan T. Patten, Anne Sands, Bo Shelby, and Frederick J. Swanson compilers. Appendix A: Western Pioneers of Riparian Study Through the 1980s. pp. 212-219.

Carothers, Steven W.; Johnson, R. Roy; Finch, Deborah M.; Kingsley, Kenneth J.; Hamre, Robert H., tech. eds. In Press. Riparian research and management: Past, present, future. Volume 2. Gen. Tech. Rep. RMRS-GTR, Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station.

R.R. Johnson and K.J. Kingsley. 2012. Amadeo M. Rea and Ethnobiology in Arizona: Biography of Influences and Early Contributions of a Pioneering Ethnobiologist. pp. 11-43 *In:* Marsha Quinlan and Dana Lepofsky. Explorations in Ethnobiology: The Legacy of Amadeo Rea. Contributions in Ethnobiology. Society of Ethnobiology.

K.J. Kingsley and A.J. Gaiennie. 2009. How to Get Good Help Cheap—Retired Professionals as Volunteers in Wildlife Programs. *The Wildlife Professional* Summer 2009. Pp 62-64.

R. R. Johnson, R. L. Glinski, S. W. Carothers, and K. J. Kingsley. 2004. Urban Environments and the Cactus Ferruginous Pygmy-owl (*Glaucidium brasilianum cactorum*): a Profile of Endangerment of a Species. Pp. 135-145 In: W.W. Shaw, L.K. Harris, and L. VanDruff. *Proceedings of the Fourth International Symposium on Urban Wildlife Conservation*. May 1-5, 1999. Tucson, Arizona. 368 pp.

Karpiscak, M. M., K. J. Kingsley, R. D. Wass, F. A. Amalfi, J. Friel, A. M. Stewart, J. Tabor, and J. Zauderer. 2004. Constructed wetland technology and mosquito populations in Arizona. *Journal of Arid Environments 56*: 681-707.

R. R. Johnson, J.-L. E. Cartron, L.T. Haight, R.B. Duncan, and K.J. Kingsley. 2003. The cactus ferruginous pygmy-owl in Arizona, 1872-1971. *Southwestern Naturalist 48(3):*389-401.

K. J. Kingsley and M. M. Karspiscak. 2002. A Plea for Gathering Data on Mosquito Populations for Areas with Proposed Aquatic and Wetland Projects. *Meeting Resource Management Information Needs: Fourth Conference on Research and Resource Management in the Southwestern Deserts, Extended Abstracts*. Edited by W.L. Halvorson and B.S. Gebow. 2002. USGS Sonoran Desert Field Station, The University of Arizona, Tucson.

K.J. Kingsley. 2002. Population Dynamics, Resource Use, and Conservation Needs of the Delhi Sands Flower-loving Fly (*Rhaphiomidas terminatus abdominalis* Cazier) (Diptera: Mydidae), an Endangered Species. *Journal of Insect Conservation* 6: 93-101.

K.J. Kingsley, T.R. Strong, E. L. Smith, and T. K. Snow. 2002. Caves and Mine Adits as Wildlife Resources in the Sonoran Desert Region. *Proceedings of the 15th National Cave and Karst Management Symposium.* Tucson, Arizona. October 16-19. pp. 138-140.

MEMBERSHIPS AND AFFILIATIONS

- Entomological Society of America
- Xerces Society
- Arizona Native Plant Society

- Society for Conservation Biology

LINDSEY MOORE – PROJECT DRAFTER

Nationality	United States		
Gender	Male		
Education			
Name of the Degree/ Qualification	**Name of University/ College**		**Year**
A.A.S. Mechanical Technology Specialization	North Harris College, Houston		
Languages			
Name of the Language	**Speaking**	**Reading**	**Writing**
English	Excellent	Excellent	Excellent

Professional Experience

Mr. Lindsey Moore has over 10 years designer/drafter professional experience and impressive record of achievements within all facets of structural/architectural planning and project development. His experience combines with strong computer literacy and proficiency to implement strategic operational planned initiatives that enhance productivity, quality, customer service, and overall bottom-line performance.

His specialization in Auto Cad 2018, Auto Cad Civil 3D, Cadworks 2016, Solid Works and Microsoft Word, Excel and Access.

Assignments

- Developed detailed civil and structural drawings for oil and gas construction to meet site conditions and client standards.
- Coordinated with engineers to design, lay out, and detail foundations, pipe supports, structural steel to carry specified loads of piping and equipment.
- Spectra Compressor Stations Lead Designer
- Dominion Compressor Stations Lead Designer
- Net Mexico Compressor Station Support Designer
- Enbridge Line 66 and 63 Pump Stations Lead Designer
- Spectra Buffalo Storage Terminal and Pump Stations Lead Designer
- Developed detailed design drawings and specifications for structural design and post-tension cable for buildings construction.
- Coordinated with engineers to design, lay out, and detailed components to resolve design or other problems.
- Coordinated with General Contractors to modify drawings per needs in the field.
- Managed outside vendors regarding company needs and deadlines. P
- Prepared detailed drawings of wood truss structures and plans for fabrication and assembly according to specifications.
- Consulted with Engineers and clients providing two- and three-dimensional views of finished structures.
- Prepared detailed drawings of canopy designs and plans for fabrication and assembly according to specifications provided by engineer or customer.
- Worked with architects to meet their design requirements.
- Drew rough and detailed scale plans for canopy footings/foundations, components and building attachments, based on preliminary concepts, and sketches.
- Utilized (CAD) program to produce designs, working drawings, and fabrication drawings. Ordered material for construction.

SOFTWARES

- Documentation Processing
- Auto-CAD Civil 3D 2017

- CADWorx 2016
- Auto-CAD 2017
- SolidWorks 2010

ANIL KUMAR P.E. – SENIOR PIPELINE ENGINEER

Nationality	United States		
Gender	Male		
Education			
Name of the Degree/ Qualification	**Name of University/ College**		**Year**
Languages			
Name of the Language	**Speaking**	**Reading**	**Writing**
English	Excellent	Excellent	Excellent

Professional Summary

Mr. Anil Kumar is a registered professional engineer in Texas and Colorado, with master's degree and twelve years of pipeline engineering experience in midstream oil & gas industry. His engineering experience includes work on multiple cross-country pipelines and pipeline replacement projects in United States; and oil sands pipeline projects in Canada. The key responsibilities included management, design, analysis, estimation, coordination, engineering reports, detail design and preparation of construction work packages. He also have a NCEES record and currently working towards registering himself as a Professional Engineer in multiple states of lower 48.

Area of Expertise

Total installed cost estimates, pipeline engineering design, project planning and development, engineering and design management, Horizontal Directional Drill (HDD) design, alignment sheets and as-built drawings; pipe and valve specifications; technical bid evaluations, pipe stress analysis of buried pipelines, pig launcher, receiver & mainline valve design & stress analysis; pump/compressor stations & meter stations design and stress analysis; water-hammer & surge analysis and anchor block analysis

Professional Experience

Chief Discipline Engineer - Pipeline

Niobrara Pipeline Project
ConocoPhillips, Rockies Business Unit, Colorado
Lead pipeline engineering discipline on this midstream project involving detail design and development of construction packages for gas pipelines network of 4 miles from new well facilities to existing pipeline trunks. Key responsibilities included engineering and design of 4", 8" and 12" gathering lines, alignment sheets, permit drawings and hydrotest plans.

Energy East Pipeline Study
City of Winnipeg, Canada
Investigated potential issues pertaining to conversion of 36 inch gas pipeline to liquids pipeline for transporting 988,000 barrels/day of crude oil by TransCanada and potential impacts on Shoal lake aqueduct. He summarized the coating issues of asphalt enamel and polyethylene tapes; potential impact of surge, risk analysis; stress corrosion cracking (SCC) issues on existing pipeline, line rupture calculations and spacing requirements, evaluation of leak detection and emergency response, comparison of ILI tools like MFL and UT etc.

P66 Transportation Engineering Practices (TEP) Project
Phillips 66 Midstream, Houston, TX
Lead pipeline engineering discipline on P66 project involving upgrading, consolidating and developing midstream specifications per ASME B 31.4 and 49CFR195. The engineering budget value of the project was $1.2

million with duration of close to 6 months. Worked as subject matter expert on pipeline scope and revised specifications for mainline valve design, pipeline construction, survey, hot taps, pipeline coatings, pipeline excavations, purchase of line pipe; gate, ball, plug, check, butterfly valves; induction bends, non-metallic piping, developed datasheets for valves, line pipe, casing installation etc. Collaborated with P66 SMEs (Subject Matter Experts) on specifications and ensured the specifications to comply with federal and industry codes.

Shell, Falcon Pipeline FEED Project

Lead pipeline engineering discipline on 100 mile ethane pipeline involving 16", 12", and 10" pipelines. Developed total installed cost estimate for the project and developed cost comparisons for mainline valve configuration.

Palmetto Pipeline Project
Kinder Morgan, USA

Lead pipeline engineering discipline on 370 mile $1 billion dollar liquid pipeline project with capacity of 167,000 barrels per day, going across South Carolina, Georgia and Florida. Key responsibilities included coordinating the project progress between survey, right-of-way, engineering, and design team. Coordinated in setting-up GIS viewer to track progress of the project in real-time. Performed engineering calculations for wall-thickness, road and railroad crossings, and buoyancy control. Developed design basis memorandum and the geotechnical scope of work, as well as the pipeline schematic, HDD design and drawings, alignment sheets, and permit drawings.

COP CDRH GS&T Project
ConocoPhillips, USA

Lead pipeline engineering discipline on 16'' gas and 8" HDPE waterline for North China Draw, South China Draw and Red Hills Trunk Line with project duration of 6 months and engineering budget of $600,000. Key responsibilities included coordinating design between pipeline and piping team for gas and water tie-in locations; performing calculation for wall thickness, field bend limits, API 1102 calculations, HDD calculations; development of alignment sheets, permit drawing and HDD drawings; evaluation of anchor blocks at launcher and receivers.

Sir Solomon Hochoy Highway Extension, Vance River Pipeline Crossing Project
Trinidad and Tobago

Investigated geofoam bridge impact on multiple pipeline crossings. Key responsibilities included providing recommendations based on engineering analysis at pre-construction and post-construction stage of a geofoam bridge; performed wheel and track load analysis at pre-construction stage of Geofoam Bridge; and API 1102 calculations, and FEM stress analysis at post-construction stage.

Cortez & Lobos CO2 Expansion Project
Kinder Morgan, USA

Lead pipeline engineering discipline on 70 mile 30" Cortez pipeline and 4 miles 16" dry gas pipeline. Performed workspace layouts and prepared hydrotest plans. Also prepared P&IDs and performed technical bid evaluation, launcher & receiver and tie-in design. Evaluated anchor blocks requirements using pipe stress. Performed buried pipeline stress analysis and pipe stress analysis of pump station on Lobos and Cortez pipeline. Evaluated nozzle loads and recommended mitigations; HDD design, prepared material requisitions for pipeline materials; coordinated design effort between pipeline, civil/structural, process, and electrical disciplines and the Kinder Morgan operations and engineering team.

Bayou Ethane Pipeline Project
Williams Olefins Feedstock Pipelines, LLC

Lead pipeline engineering discipline on pipeline, mainline valve replacement and maintenance project. Key responsibilities included preparing process flow diagrams, alignment sheets development, pump station lateral design, pig launcher and receiver design, pipe stress analysis of multiple sites including launcher & receivers and bi-directional piping, mainline valve design, material requisitions, TIC estimates, material summary, 14 valve replacements packages and settlement analysis. He coordinated design efforts within various disciplines and

interacted with Williams to capture any design changes, design recommendations and issued final IFC packages for multiple sites.

Cochina Oil & Gas Project
Anadarko Petroleum Corporation

Lead pipeline engineering discipline on gathering system development involving liquid and gas pipeline network in West Texas. Key responsibilities included pipeline engineering and design; alignment sheet for multiple oil & gas pipelines.

Miscellaneous FEED Studies

Developed multiple FEED Studies Projects involving cross-country pipelines. Key responsibilities included developing material summary, TIC Estimates, basis of estimate documents, project schedule and preliminary engineering designs.

Mildred Lake Mine Replacement (MLMR) Project
Syncrude Canada Ltd.

Lead pipeline engineering design of 48" and 36" process water buried pipelines; material take off summary estimates, preparation of hydrovac packages, structural design of sleeves, horizontal augering drawings of sleeves at access roads and haul roads; co-ordination of interfaces with other Syncrude projects in the area, third party pipeline crossing design; and co-ordination with other disciplines process, piping for pipeline routing, P&IDs and line Designation tables.

Kearl Oil Sands Project, Phase 1, Hydrotransport and Tailings Pipeline Corridor
Imperial Oil/Exxon Mobil Canada

Lead pipeline engineering drainage design of pipeline corridor and structural design of sleeves in the ODP pipeline corridor, hydrotransport and tailings corridor and reclaim water pipeline corridor; engineering analysis of pipeline corridors. He designed sleeve for carrier pipelines under heavy haul trucks on haul roads, vehicles on access roads, service roads and ramps; preparing final grading drawings for reclaiming water pipeline corridor; preparing civil scope of work for construction work package and material take off summary for bid packages.

Southern Access Expansion, Extension and Southern Lights Project
Enbridge Pipelines Inc., Wisconsin & Illinois, United States

He worked as Pipeline Engineer on 42-inch and 20-inch pipelines from Wisconsin to Illinois. He performed alignment sheet and as-built drawing review, pipeline routing, thrust force analysis of various degree bends, prepared construction and pipe estimate, developed soil parameter calculation for pipe stress models, performed pipe stress analysis of bends based on ASME B 31.4, HDD design and pipe stress analysis of HDD, liquid pipeline road and railroad crossing design based on API 1102, wheel and track load analysis of heavy equipments, identified valve site location and generated profiles from LIDAR data for hydro-test. He developed a formula sheet for converting geotechnical report data to soil data as input to pipe stress models which lead to detailed pipe stress analysis.

85 North Expansion Project
Transcontinental Gas Pipeline, Alabama, North & South Carolina, United States

Developed sedimentation and soil erosion control plans for various counties in Alabama, North and South Carolina for FERC filing; and doing a feasibility study of Horizontal Directional Drill at North Tyger and Pacolet River.

Arkoma Connector Pipeline Project
Markwest Energy Partners L.P, Oklahoma, United States

Analysed 24-inch mainline valve site by performing static, dynamic and valve blow down analysis and resolved stress issues.

16-inch HDD Crossing Design of Calcasieu River Crossing Project
ANR Pipelines – TransCanada, Louisiana, United States

Developed geotechnical scope of work, HDD design and analysis, developed material & coating specification for 16-inch HDD Crossing; and estimated TIC for HDD installation.

Study of Sabine Metering Station No. 3 & 8 Project
Kinder Morgan Louisiana Pipeline Project, Louisiana, United States

Key responsibilities included performing stress analysis of Sabine metering station, checking stresses based on ASME B 31.3 "Process Piping" cod; and performing support analysis and nozzle loading analysis on both stations.

Fort Bend County DFIRM (Digital Flood Insurance Rate Map) Project

Key responsibilities included hydrology study for Oyster Creek, peak flow analysis, hydraulic modeling based on LIDAR data, QA & QC reports of LIDAR data, reviewing FIRM maps for Harris county, validation of BFE elevations, preparation of FIS reports, preparation of Topographic H&H TSDN, floodway profiles and floodway data table updates based on hydraulic models

JULIAN RODRIGUEZ – GIS EXPERT

Nationality	United States		
Gender	Male		
Education			
Name of the Degree/ Qualification	**Name of University/ College**		**Year**
A.A.S. degree in Geographic Information Systems (GIS)	Houston Community College		2014
Languages			
Name of the Language	**Speaking**	**Reading**	**Writing**
English	Excellent	Excellent	Excellent

Professional Skills

- Proficient with ArcGIS Framework (Engine/Server/Desktop 10.2/10/9.3) ArcMap, ArcEditor, ArcCatalog, ArcGIS Server. SQL Server, ArcSDE, ArcGIS extensions, ArcObjects
- Excellent understanding and knowledge of coordinate reference systems and projection issues with ability to geo-reference data, transform coordinates, and resolve cartographic discrepancies
- Excellent communication skills with the ability to translate technical data into language appropriate to varied levels of stakeholders from Senior Executives to individual contributors
- Proficient in alignment sheet production, map production, geospatial data management & processing
- Proficient in performing complex queries and analysis of spatial data with ability to assist users in utilizing GIS applications, databases, and data to achieve results
- Proficient in loading, updating, editing, integrating, validating, and maintaining spatial data
- GIS model design, spatial analysis, site selection using multi-criteria evaluation
- Knowledge of programming languages: Python and VBScript in ArcObjects
- Highly proficient in Microsoft Office applications, in particular MS-Excel & MS-Word
- Considerable knowledge in AutoCAD, Google Earth, Google Maps (KML/KMZ)

Professional Experience

GIS Field Technician 18- July 2016 to Present, City of Galveston

- Collect various field data using portable Geographic Information System (GIS) equipment.
- Collect field data on City Infrastructure
- Set grades for culverts; performing topographic surveys; prepare maps and designs using AutoCAD or ArcMap software
- Create typical drawings for street and sidewalks
- Create alignments, surface, and profiles for drawings
- Create borders and templates for drawings standards
- Efficiently create/modify specific detailed drawings in accordance with the design or markups provide by Engineer

Sr. Designer 1- April 2015 to March 2016, Wood Group Mustang, Houston

- Produced CAD Drawings from conceptual planning through permitted construction plans and technical specifications
- Provided support to principle engineers, such as alignment sheets, horizontal directional drills and well pad schematics.
- Coordinated with project managers to determine necessary field data to ensure successful designs.
- Worked with project team to execute projects on time.

GIS Analyst- September 2011 to February 2015, Universal Pegasus International, Houston

- Designed, established, created, updated, and maintained pipe segmentation, appurtenance, silt fencing, and jurisdictional water crossing GIS layers for various projects (Florida southeast, Kinder Morgan, Keystone XL, and Williams Projects)
- Designed workspace for routes on several projects including Florida Southeast, Kinder Morgan, Keystone XL, and Williams Project
- Created and maintained data for alignment sheet issues for F.E.R.C. and I.F.C. (Florida Southeast, Kinder Morgan, and TransCanada)
- Created a variety of resource reports: crossing, workspace, wetlands, and pipeline route changes
- Worked with project managers, engineers, and GIS leads on project deliverables (maps, pipeline data, and report analysis)
- Generated and validated data accuracy on alignment sheets, alignment sheet production, and route map production
- Generated alignment sheets, created reports with metal loss features and other anomalies on pipeline's corridor; correlation of survey data, ILI and CIS data into GIS layers to update SDE

CAD/Mapping Design Specialist-May 2006 to August 2011, Universal Pegasus International, Houston

- Assisted in the completion of proposed, ongoing, and as-built pipeline alignments sheets while maintaining a set standard of high quality and accuracy
- Gathered, manipulated, compared, and compiled data information such as survey field notes, data points, existing drawings, plats, property deeds, and any and all addition information needed
- Created elevation profiles, pipeline aerial views, alignment stationing, material band and material summary along the pipeline
- Reviewed alignment sheets for accuracy and proficiency

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

DATE	COMPANY/BIDDER NAME	TIME RECEIVED	AMOUNT
5/15/2019	EOCM	9:13 AM	$210,332.50
5/16/2019	Veritas Energy Analytics LLC	12:26 PM	$95,000.00
5/16/2019	Galway Group	12:33 PM	$178,944.00

FEASIBILITY STUDY FOR NATURAL GAS PROJECT

Request for Proposals Issued by the City of San Luis, Arizona.

Submission due date: Thursday, May 16, 2019 by 3:00 PM.

RFP Available online at: www.sanluisaz.gov

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BACKGROUND

The City of San Luis is in southwestern Arizona along the Colorado River and immediately adjacent to the international border between the United States and Mexico (Figure 1). It is the border town to San Luis Rio Colorado, Sonora, Mexico. Over the last couple decades, San Luis has experienced rapid growth rate. In 2000, the U.S. Census recorded a population of 15,322, and the 2010 Census indicated a population of 27,909. The estimated population in 2017 by the U.S. Census was 32,446 and is expected to grow to a population of 50,100 (according to the Arizona Commerce Authority) by the year 2025. As population grows, additional residential, commercial, and industrial development is expected. The city annexed over 16,000 acres (65 km2) of land between 2006 and 2012, thereby increasing the availability of land for residential, commercial and industrial growth in the eastern part of town where the new commercial port of entry was constructed in 2010. According to the U. S. Census Bureau, the city has a total area of 26.5 square miles.

As a border town, San Luis has two land ports of entry, one for commercial traffic only (LPOE II), and one for personal vehicles and pedestrians (LPOE I). San Luis Rio Colorado is also growing significantly and is estimated to be nearly 200,000 in population. As a result, vehicular and pedestrian traffic from Mexico through our ports has reached very high volumes totaling 3,062,25 vehicles and 2,593,951 pedestrians. Commercial freight through LPOE II has also been experiencing an increase in users and serving as an important gateway to international commerce. San Luis has made significant investment in infrastructure including roads, water and wastewater facilities planning for future investments. In addition, San Luis is rich in water, sufficient groundwater to provide a 100-year water supply for current and future uses. There are two major industrial park subdivisions with approximately 350 acres with 220 acres completed with close proximity to the new commercial port of entry. A limited 26-mile access four lane divided state highway (RS195) is facilitating travel and movement of goods connecting to Interstate 8. With access to a consumer market that exceeds 53 million people located within a 500-mile radius, San Luis is highly competitive for new business development.

Figure 1 Project Location



PROJECT PURPOSE

The purpose of the study is to review and evaluate the feasibility to develop a project to install the necessary infrastructure for natural gas supply and distribution grid in the communities of San Luis, Arizona and San Luis Rio Colorado, Sonora, including the identification of the technical, environmental, social, and legal considerations and requirements for the development of such infrastructure.

This study will analyze the feasibility of constructing a natural gas distribution network to provide a cleaner energy fuel source to the residents of San Luis, Arizona, and San Luis Rio Colorado, Sonora. In addition, the San Luis Natural Gas System (SLNG) study would include the identification of all the studies and authorizations required in order to explore the possibility of preparing bidding documents for the design and construction of the natural gas distribution network (The Project).

Communities along the U.S.-Mexico border where natural gas infrastructure is limited or non- existent are considering tapping into new or existing cross-border or nearby pipelines for commercial, residential, industrial and governmental use. The City of San Luis, Arizona and San Luis Rio Colorado, Sonora are serviced by propane gas and would like to explore the possibility of bringing natural gas to the area. The study will define if

it's economically feasible to invest in such development and would increase the chances of luring business, enterprise, and manufacturing companies to this area.

While the City is very interested in understanding the needs of natural gas in the area, economics will drive all decisions on what steps the City will take in working towards fulfilling this need in San Luis, Arizona.

SCOPE OF WORK

A. Project Initiation

The selected consultant must participate in a kickoff meeting that will be held in the offices of the City. The date will be coordinated with the City and consultant. At this meeting, the consultant will present a description of the project, calendar of activities, a description of the tasks to be developed and the methodology to be implemented to meet the project's objective.

B. Estimate Gas Consumption

The consultant shall develop a natural gas demand profile for existing potential stakeholders located in San Luis, Arizona and San Luis Rio Colorado, Sonora. These demand profiles should include current industrial, commercial, governmental and residential demand. The consultant should arrange to meet with land owners, company owners, government officials and all other necessary to obtain this information.

Based on projections supported by the general plans and the economic development plans for both cities[1]; the consultant shall estimate future demand profile for both cities over a period of at least ten (10) years. These demand profiles shall include a detailed list of potential users and required volume/pressure, modeled with two seasons (summer and winter). The profiles shall address factors that affect demand for natural gas, including expected trends to steadily increase demand for natural gas for the foreseeable future, and the short term and long term factors that could affect natural gas demand in the area, including but not limited to weather, fuel switching, pricing, population growth, and other factors that could affect the demand.

C. Natural Gas Existing Infrastructure

The consultant should describe the operability of any existing natural gas infrastructure in the studied area and propose the best connection point for San Luis, Arizona natural gas system (SLNG), including:

- Evaluate if the existing infrastructure has enough capacity to support estimated current and future demand; or will it be required to upgrade the infrastructure to meet the new demands.

[1] México Plan de Desarrollo Urbano

- Propose a point of connection: including its coordinates, maximum allowable operating pressure, grade of steel, diameter, current pressure, liquid content and any other characteristic reliable for the design of the new pipeline**.**

D. Alternative Analysis

The consultant should submit to the City at least two (2) options for the proposed SLNG route; including a decision analysis tool for each one considering environmental impacts, right of ways, estimated cost and local benefits. The proposed routes should comply with all applicable regulations avoiding as many problem areas as possible. Some areas that should be avoided are subdivisions, schools, churches, military testing areas and other places of public assembly; in addition, natural obstacles such as rivers, lakes, canyons, and railroads. The consultant must consider in the selection of the route the width of the right-of-way (consider that during construction, a wider right-of-way may be temporarily needed). The consultant should prepare a photograph file for each route propose indicating if the line would affect paved streets or any other city infrastructure. The final decision of the route of the proposed SLNG will be agreed between the consultant and the City considering the decision analysis tool prepared by the consultant in a meeting in San Luis, Arizona.

E. Conceptual Design

Once the route is determined, the consultant should elaborate a conceptual design to define the parameters and the overall layout of the pipeline, including its main components (pipeline, valves, compressors, metering stations, etc.). This will allow the designed to be completed and ensure that those components are integrated properly into the Project. All the required documents including the investigations, soil conditions, digital terrain models, and topography should be included in this step.

A preliminary design report should be prepared with drawings describing the structural and mechanical components of the pipeline. The report should include cost estimates, an outline of equipment specifications required, operating cost estimates and a preliminary construction schedule.

F. Environmental and Social Impacts

The consultant shall propose and apply a methodology[2] to set baseline values to identify and evaluate the significance and magnitude of the environmental and social impacts that may result from the activities anticipated in this Project. The consultant should consider change of propane and/or other fuels currently used in the community to natural gas as a fuel source including the impacts for the construction of the proposed PNGS, supply,

[2] Leopold Matrix, or a similar tool accepted by the City.

transport, storage and use of natural gas in both cities. In addition, the consultant shall propose mitigation measures and their estimated costs, if possible. The methodology must take into account any potential impacts on a wide range of receptors including direct, indirect and cumulative positive and/or adverse impacts to the biophysical resources, social, human health and transboundary impacts.

G. Compliance with Applicable Environmental Laws and Regulations

The consultant should review and prepare a list of relevant regulations, including federal, state and local government policies in Mexico and the U.S. to design, construct and operate a natural gas system. This list should include all environmental and social assessment documentation and clearances that may be required for the implementation of the project and their estimated costs. The consultant will conduct a media search, and survey local stakeholders to identify potential public opinion about the Project.

H. Evaluate Project Economic Feasibility

The consultant shall evaluate the economic feasibility of the proposed alternative, including all identified planning, construction, operations and maintenance costs; as well as potential income generated by the consumption of natural gas by potential users as determined in the natural gas demand profile. To this end, an analysis should be made regarding the cost of selling and potential structure of tariffs based on current market conditions for alternative fuel sources, as well as the natural gas market in the region and any applicable regulations. A sensitivity analysis should be performed to evaluate potential impacts on the economic feasibility of the project by varying market conditions and variations on the estimated construction and operation costs. The consultant must provide at least three (3) U.S.A and Mexico natural gas suppliers and their type of business structure that owns and operate natural gas service in communities like San Luis, Arizona and San Luis Rio Colorado, Sonora.

- The consultant should considerer at least the costs for the following:
    - Final design of the natural gas distribution pipelines.
    - Environmental and social studies, including international, federal, state and local clearances, permits and licenses in Mexico and U.S.
    - Mitigation actions that may be required.
    - Construction permits.
    - Land acquisition and right of ways if applicable.
    - Installation of natural gas pipelines, including any compression or metering stations or any other facility required for the distribution system.
    - O&M activities during at least ten (10) years.

Upon request of the City, the consultant would prepare general specifications for the procurement of development and installation of the San Luis Natural Gas System including environmental and social review, local or state authorizations, right of ways and other required studies for the implementation of the project.

I. Final Report

The following information should be considered in the preparation of the final report.

- Purpose and need.
- Communities description, natural gas uses and future demands.
- Regulatory drivers and guidance.
- Conceptual design of the pipeline route.
- Environmental and social methodology to set up baselines to identify the significance and magnitude of impacts that may result from the activities anticipated in this Project and consultant expertise.
- Lists and costs of environmental, social, international studies, clearances, permits and licenses for the design, construction, and border crossing of the natural gas grid in the U.S. and Mexico.
- Cost benefit analysis for the natural gas supply in the area.
- Describe at least three (3) U.S.A and Mexico natural gas suppliers and their type of business structure that owns and operate natural gas services.
- General specifications for the procurement design and installation of the San Luis Natural Gas System. (Upon request of the City)

The Consultant shall submit digital copies of the draft study to be reviewed by the City. Comments provided by the City will be incorporated into a second draft. Once the City reviews the second drafts and changes are finalized, the final draft will be presented two (2) weeks after last review, along with all electronic files once all the comments have been fulfilled. The City will be responsible for all publications or distributions of these documents to other agencies or stakeholders.

PROJECT DELIVERABLES

FESABILITY STUDY AND SUPPORTING MATERIALS

A. Prepare and deliver a feasibility study, inclusive of all City changes made in second draft. The study and supporting material will include, but not limited to, the following:

    - Demand profiles for existing and potential new stakeholders for both communities.

- Research existing infrastructure and recommend best connection along with current and future capacity.
- Provide two options for proposed routes that has the least impact to the project.
- Elaborate a conceptual design of the proposed route.
- Apply methodology to evaluate the environmental and social impacts of the project.
- Provide a list of all regulations for both side of the border including estimated costs.
- Evaluate economic feasibility of the project.
- Provide a color version of the draft feasibility study in a pdf format for review.
- Provide a color version of the final report with all components of the scope of work, consisting of five (5) printed and bound color copies and an electronic copy in a format compatible with the City's software.
- All materials and report should be provided in English.

All written material, graphics and data shall be delivered in paper and digital format consistent with the City's software.

The consultant shall provide day-to-day project management to ensure an appropriate level of communication, ensure quality control and administration of the City contract. The consultant's Project Manager shall attend meetings (in person, phone call, video call), review available information, and present the drafts of the reports. Additionally, the consultant will carry out the necessary field work to complete the study. The consultant is required to attend meetings in San Luis, Arizona and/or San Luis Rio Colorado, Sonora.

SCHEDULE

The deadline to submit the final report is December 5, 2019. Revisions in project scope, definition, cost, or schedule shall be made only by written mutual agreement by the authorized representative of the parties whose signatures appeared in the final contract agreement.

PAYMENTS

The consultant will perform the research, analysis, consulting, modeling or other services necessary to complete this project for a total amount not to exceed the contract amount which includes the consultants fee for services and all direct costs incurred in fulfillment of the contract, including, but not limited to travel, communication, photocopying and other terms as detailed in the final contract agreement.

SUBMITTAL REQUIREMENTS

Important dates for RFP (Arizona Time)

RFP Release Date	Monday, April 15, 2019
Questions on RFQ	Tuesday, May 7, 2019 by 3:00 PM
Pre-proposal conference	Wednesday, May 8, 2019 by 3:00 PM
Response to questions	Monday, May 13, 2019 by 3:00 PM
Proposal Due	Thursday, May 16, 2019 by 3:00 PM
Interviews (Tentatively)	Wednesday, June 5, 2019

PROPOSAL REQUIREMENTS

i. **Letter of Commitment**: The firm's letter of commitment should identify the firms and key staff who will be working on the project, and commit them for the duration of the project, if selected. The letter should also state that the firm has read and understand the RFP requirements. This letter must be signed by a duly authorized official of the appropriate firm.

ii. **Methodology and Approach**: Provide a comprehensive description of how the Scope of Work will be completed and how milestones will be reached.

iii. **Schedule**: Include a project schedule by task with an estimated timeframe for delivering a final document.

iv. **Qualifications:** Narrative explaining the qualifications (each firm and key personnel assigned to project) to meet the terms of the RFP. Identify the team's project manager and specifically delineate project management qualifications. Describe the firm(s) ability to integrate this project into the firm's present workload.

v. **References:** Summary of the firm's recent experience on similar projects. Provide three (3) similar project references: Provide names and contact information of previous clients with a detailed description of the type of project completed and the firm/person's role on the project, project timeframe and date completed, and provide the client project manager.

vi. **Project Roles:** A description of each staff member or sub-consultant who will be involved with this project and a description of the project role. Provide a percentage of time for each person dedicated to this project.

vii. **Fees:** A budget, including a cost for each task and a lump sum cost for the entire project. Detail all rates for the allocation of key staff personnel and subcontractors assigned. This schedule of rates should include all information regarding reimbursable, ancillary services, payment schedules to subcontractors, add-ons, etc. In addition, the consultant shall provide as an additional task and upon the City request, a cost estimate to prepare general specifications for the procurement of development and installation of the San Luis Natural Gas System.

NOTE: The successful firm will be required to provide proof of General Liability Insurance in the amount of not less than $1,000,000.00 for each occurrence and in an amount not less than $2,000,000.00 general aggregate.

EVALUATION CRITERIA AND PROCEDURES

The following is a list of weighted criteria that will be used to evaluate proposals:

- Quality and Content of Proposal 20%
- Proposer Qualifications and Experience 30%
- Methods and Approach 30%
- Proposed Fees and Costs 20%

The evaluation will address the following:

- Quality and completeness of the response: The City will evaluate proposals based on their quality, clarity, and demonstrated understanding of the project objectives. The proposal must include a plan outlining how each item in the Scope of Work will be addressed.
- Implementation Schedule: The City will also evaluate proposals based on their ability to complete the project within the timeframe specified by the City, and on how the firm delineates its timeline in its submission. The proposal must include an implementation schedule that lists all milestones for the development and implementation of project deliverables.
- Cost-effectiveness of the proposal: A cost proposal outline must accompany the submission. It should break down each task in the Scope of Work and show the ability to complete all project tasks.
- Qualifications and relevant experience with respect to the tasks to be performed: The proposer must provide a list of all person(s) who will be assigned work pursuant to this RFP (including subcontractors), as well as their resumes showing qualifications, educational background, training and experience.
- Reputation among previous clients and previous experience: The proposer must submit three (3) references from projects of similar scope and nature. The City encourages submission of sample reports or products from previous projects.

SUBMISSION DEADLINE AND INSTRUCTIONS

Submit five (5) paper copies and one (1) electronic copy of the proposal in a sealed envelope that is clearly marked in lower left-hand corner, **"PROPOSAL FOR SAN LUIS FEASIBILITY STUDY FOR NATURAL GAS PROJECT"** no later than 3:00 PM (Arizona time), Thursday, May 16, 2019.

Responses must be sent to:

Sonia Cornelio
City Clerk
City of San Luis
1090 E. Union Street
P.O. BOX 1170
San Luis, Arizona 85349

Responses must be thorough, but concise. The response will be judged as an example of the team's writing and graphic capabilities. The response should not exceed 25 pages (excluding letter of commitment, cover, table of content, resumes, and additional samples of work).

The City will not accept facsimile (faxed), emailed, or late proposals. The City reserves the right to reject any or all proposals or accept what is, in its judgement, the proposal which is in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all proposals submitted.

During the RFP selection process, all proposals shall remain confidential. The entire selection process (procurement) file shall be open to the public (which includes all proposers) after an agreement is approved by the City, except those items for which confidentiality has been requested in writing by the Proposer, and providing that the City Attorney has reviewed and determined this to be properly confidential under the State Open Records Act and other relevant statutes and regulations.

QUESTIONS AND ANSWERS

All questions regarding this RFP must be submitted by email to Jenny Torres, Economic Development Manager, City of San Luis, at jtorres@cityofsanluis.org by 3:00 PM (Arizona time) Tuesday, May 7, 2019. A pre-proposal conference will be held at the City of San Luis City Hall Offices located at 1090 E. Union Street in San Luis, Arizona (or via conference call) on Wednesday, May 8, 2019 at 3:00 PM (Arizona Time). Please contact Jenny Torres to register to participate in the pre-proposal conference (in person or via conference call). Addenda, reports, and responses to questions and answers will be distributed by 3:00 PM (Arizona Time) on Monday, May 13, 2019.

INTERVIEWS

The City may require qualified finalists to give presentations. The City will notify finalists of the time, date and location. The City plans to conduct interviews with selected firms on **Wednesday, June 5, 2019**. Presentations will provide an opportunity for the City to obtain a greater understanding of:

- The extent of the firm's depth of knowledge of the subject matter;
- Whether the methods and resources that will be used by the firm in performing services to achieve the project goals and objectives are appropriate, and cost effective;
- The firm's ability to draw together specialists and professionals with the necessary skills and experience to contribute to the overall project;
- The primary features and benefits of their proposal;
- The public presentation skills of the proposers; and
- The ability of the consultant to communicate how the schedule, tasks, and budget will be met.

Presentation format will be at the discretion of the proposers. Presentations will be limited to one-hour period per respondent, which includes questions. All key managerial personnel, as well as key personnel working on the project, must attend the proposal presentation.

Any costs incurred by the respondents in preparing or submitting a response to this RFP or interviewing for this project shall be the respondent's sole responsibility.

NOTIFICATION OF AWARD

The City will notify the successful respondent by telephone or via email, followed by written confirmation. Each respondent whose proposal is not accepted will receive notification by mail.

The City of San Luis will authorize the award of a contract to the successful respondent. If a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter negotiations with another respondent.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/11/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394 and Resolution No. 2109. A resolution of the Mayor and City Council of the City of San Luis amending the 2020 General Plan to change the land use designation of approximately 164.76 acres of land located on the northeast corner of Avenue E and County 24th Street from Business and Industrial to Neighborhood; repealing any conflict provisions; and providing for severability. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2109

SUMMARY:

This request for a Major General Plan Amendment was submitted to the City of San Luis in June 2019 by Edais Engineering, Inc. The request is to amend the land use designation on 164.76 acres from Business and Industrial to Neighborhood. The subject properties, Assessor's Parcel No. 227-11-004 and 227-11-005, are located on the east mesa of the City of San Luis and the legal descriptions are attached to this report.

LOCATION AND PARCEL INFORMATION:

The general location of the proposed amendment area is bounded by San Luis Lane (County 23 ½ Street) to the north, Avenue E to the west, Avenue D to the east and County 24th Street to the south.

Parcel 1
Assessor's Parcel Number: 227-11-004
Property Owner: San Luis Port LLC AZ LIAB CO
Acreage: 74.80 Acres
Current Land Use Designation: Industrial
Proposed Land Use Designation: Neighborhood
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6)

Parcel 2
Assessor's Parcel Number: Portion of 227-11-005
Property Owner: San Luis Port LLC AZ LIAB CO

Acreage: 86.96 Acres
Current Land Use Designation: Business
Proposed Land Use Designation: Neighborhood
Current Zoning: Combination of Light Industrial (L-I) Medium Density Residential (R-2), and High-Density Residential (R-3).
Proposed Zoning: Medium Density Residential (R1-6)

INTENT OF AMENDMENT:
The reason for the requested Major General Plan Amendment is to rezone the properties to Medium Density Residential (R1-6) and develop it as single-family residential. The current General Plan designation does not allow the proposed zoning districts.

SURROUNDING PROPERTIES:
The area to the north belongs to the Arizona State Land Trust and is under county jurisdiction. The area to the east is occupied by the San Luis Regional Detention and Support Center and is zoned as Rural Area 10-acre minimum (RA-10). To the south, the properties are vacant land and are zoned Community Commercial (C-2) and Light Industrial (L-I).

LAND USE DESIGNATIONS:
The current General Plan land use designation of Assessor's Parcel No. 227-11-004 is Industrial. The intent of this designation is to allow for a variety of industrial uses, including manufacturing facilities assembly plants, warehouses, coolers, distribution centers, freight-based activities, transportation-related activities, and other employment generating activities. The permitted zoning districts within this land use designation are Light Industrial (L-I), Heavy Industrial (H-I) and Community Commercial (C-2) zoning district. This property is currently zoned as Light Industrial (L-I).

The current General Plan land use designation of Assessor's Parcel No. 227-11-005 is Business. The designation is planned for areas suitable for higher intensity commercial, office, employment, and appropriate industrial uses. The permitted zoning districts within this land use designation are Neighborhood Commercial (C-1), Community Commercial (C-2), Light Industrial (L-I) and Heavy Industrial (H-I). The property is zoned as a combination of Community Commercial (C-2), Light Industrial (L-I), Medium Density Residential (R-2), and High-Density Residential (R-3).

The proposed land use designation for both properties is Neighborhood. The intent of this designation is to allow residential, neighborhood type commercial, community services/facilities, parks, open space, schools, and master-planned communities. The residential uses may include single-family detached units, single-family attached units, townhouses, condominiums, and apartments. The permitted zoning districts within this designation are Low and Medium Density Residential (R1-12, R1-8, R1-6), Medium-High Density Residential (R-2), High Density Residential (R-3), Neighborhood Commercial (C-1), Mixed Use (MU), Residential Planned Unit Development (R-PUD), Manufacture Home (MH), Recreation Vehicle (RV), and Open Space Conservation (OSC) zoning districts.

RELEVANT HISTORY:
The subject property was annexed to the City of San Luis in 2000 as a portion of a larger area. At that time, a Pre-annexation Development Agreement was adopted (Resolution No. 421). The larger area included the properties where the San Luis Regional Detention and Support Center and East Wastewater Treatment Plant are now located.

The agreement included provisions to allow the development of and the establishment of the use of a private prison under the existing zoning regulations. It was agreed by the property owner and the city that Light Industrial uses were the most appropriate uses for the remaining of the property to be annexed.

After the annexation became effective, the owner applied to rezone the properties within the newly annexed area (Rezoning Case No. 2010-11, -12, -13 and -14). The request was seeking residential zoning in an area primarily designated for industrial uses. In 2011, Resolution No. 933 amended the

Pre-annexation Agreement to include certain provisions to allow for limited High-Density Residential development, as requested by the owner. The decision to include High-Density Residential was based on the potential need for townhouses or condominiums to accommodate short-term employees in the construction or development fields.

APPLICATION PROCESS:
The City of San Luis General Plan provides a shared vision of San Luis' future for city decision-makers, residents and others working with the city. It includes 14 elements that taken together, provides a blueprint for growth and development that will enhance the life of San Luis residents and businesses. All parts of the General Plan are related and should be collectively applied. For this reason, proposed amendments to the General Plan will be analyzed in a comprehensive manner.

Pursuant to A.R.S. §9-461.06 (G), a major amendment is defined as a "substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element."

Major Amendments to the General Plan are considered once each year pursuant to A.R.S. §9-461.06 (G). Major Amendment applications must be submitted within the same calendar year they are being considered at a single public hearing. A Major Amendment shall be approved by an affirmative vote of at least two-thirds of the members of the City Council.

CUMULATIVE EFFECT:
All amendments must be considered concurrently in order to evaluate their cumulative effect on the General Plan. This application is being reviewed as part of the annual cycle of general plan amendments along with two (2) other applications:

1. Major General Plan Amendment Case No. 2019-0394 (this Case)
2. Major General Plan Amendment Case No. 2019-0395
3. Major General Plan Amendment Case No. 2019-0396

The three (3) applications should be reviewed for their cumulative land-use impacts because they are in the vicinity. Case No. 2019-0394 and 2019-0396 are located east side of Avenue E corridor.

AGENCY REVIEW AND PUBLIC COMMENT:
As required by State Statute (A.R.S. §9-461.06(D)), a notice of this proposal was sent to relevant government agencies for their review. The 60-day review period ended on September 9, 2019.

During this period, comments were received from the following agencies:

- Arizona Department of Transportation (ADOT) Southwest District
- Marine Corps Air Station Yuma

The comment from ADOT received a concerned request for additional information (Traffic Impact Analysis), once the future development proposal for the subject property is submitted. This application does not include specific improvement proposals and only concerns the land use of the parcel.

Notice of this proposal was also sent to all property owners within the notification area (8 letters). No public comments were received during the public comment period.

CITIZEN REVIEW MEETING:
In accordance with State Statute (A.R.S. §9-462.03) and City Code (§152.040(C)), a Citizen Review meeting was held at San Luis City Hall on October 1, 2019, at 6:00 PM.

The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. There were no people from the public present.

PLANNING AND ZONING COMMISSION:
Arizona Revised Statutes (A.R.S. §9-461.06(E)) requires that cities over 25,000 in population must hold two (2) public hearings for any Major General Plan Amendment. The two (2) or more public hearings must be held in two (2) different locations on two (2) different dates. The first Public Hearing for this request was held on October 8, 2019, at the San Luis Cesar Chavez Cultural Center. The second Public Hearing was held on October 15, 2019, at the San Luis Council Chambers. The minutes from both meetings are attached.

APPROVAL CRITERIA:
As per San Luis City Code §152.047(E), in determining whether the proposed General Plan Amendment shall be approved, the Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan - Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:
    a. Significantly altering acceptable existing land use patterns,
    b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
    c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems, or
    d. Affecting the livability of the area or the health and safety of the residents.

4. The amendment is consistent with the General Plan's overall intent, vision, goals, and objectives as well as being compliant with other adopted plans, codes, and ordinances.

GENERAL PLAN ANALYSIS:
The City of San Luis General Plan 2020 sets forth the city's land use doctrine. The General Plan guides and directs all city land-use decisions. Furthermore, state law requires that any project must be consistent with the General Plan.

As per San Luis City Code §152.047(E), in determining whether the proposed General Plan Amendment shall be approved, the Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan - Land Use Plan, does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

Analysis:
The San Luis General Plan does provide appropriate optional sites for the use proposed in the amendment. The Neighborhood areas within the planning area are located both north and south of Cesar Chavez Boulevard, between U.S. Highway 95 and Avenue E, adjacent to the US 95 corridor and to the west of the business area along Avenue B.

The San Luis Land Use Plan provides a framework to accommodate future growth in a well-managed and sustainable way. The Land Use Element designates the proposed general distribution, location and extent of such land uses as housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space and such other categories of public and private uses of land as may

be appropriate to the City of San Luis.

The Growth Area Element, states that proactively directing growth is essential to efficiency using available infrastructure and promoting a sustainable community. This element identifies areas that are particularly suitable for infrastructure expansion, multi-modal transportation and improvements designed to support planned concentration of a variety of land uses such as commerce, industry, and residential neighborhoods.

Various locations described below are identified as Growth Areas due to their location and the existence of all or some of the infrastructure necessary to support new construction.

Residential Growth Areas:
Two (2) areas are specifically identified for residential growth and expansion:

- County 24th Street- Additional single-family neighborhood development is planned for privately-owned lands north of County 24th Street, east of 10th Avenue and west of Avenue E 1/2.
- North San Luis- The area north of Cesar Chavez Boulevard, south of County 22nd Street and between 10th Avenue and Avenue F is identified as neighborhood and supporting retail development.

Commercial Growth Areas:
San Luis II Commercial Port of Entry North-

- This high priority growth area is critically important to commercial and service expansion in support of the San Luis II Commercial Port of Entry. This modern port of entry opened in November 2010. Private land ownership and access limitations along Avenue E create opportunities for development along the Avenue E Corridor.

Conclusion:
These two (2) overarching Elements of the General Plan specifically prohibit the conversion of employment lands to residential uses unless the proposed site is in a Residential Growth Area.

There are two (2) Growth Areas identified for residential development. A stable political environment, municipal water service, minimal slope, and good soils contribute to the conduciveness of the area for new development. A variety of land disposition techniques, such as land swaps, purchase or lease, may be utilized in order to allow use of Bureau of Land Management (BLM) and Bureau of Reclamation (BOR) lands. Lands owned by the State of Arizona are available for purchase or lease through an application and auction process.

The area along Avenue E and the San Luis II Commercial Port of Entry is the only Growth Area identified for industrial development. This area east of Avenue E has been historically reserved for Industrial uses and is the only Growth Area designated for Industrial development. Moreover, this area is in one of the specific areas that the General Plan identifies for the preservation of employment land. Preservation of these lands will allow a future industrial user to successfully operate a larger employment business on this site. In order to allow the necessary revenue-generating businesses to locate in San Luis, there needs to be ample space for these businesses, away from residential uses that can hinder the ability of these sites to operate at their full capacity. With limited locations for potential industrial users to locate to, the need to preserve the industrial space that exists is the key priority to making other General Plan goals and policies come to fruition.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

Analysis:
This general plan amendment not only converts employment lands, but it places a burden on the remaining land adjacent to the site and it will place constraints on future operational practices on this area

for any industrial user. Permitting residential development will start a chain reaction of land conversions in this overall industrial area, eliminating the much-needed industrial-designated land. This is a large area, almost 164.76 acres in size, that can be a prime location for future industrial users, and as such, should be maintained as an industrial site.

Conclusion:
The question presented is whether or not the amendment is solely for the benefit of the owner at this point in time. Typically, General Plan Amendments benefit the owner either by enhanced development potential or quicker absorption possibilities for its property. In this amendment, the owner is benefited by having a land use designation that is more economically advantageous to the owner.

However, the approval of the proposed General Plan Amendment would create incompatible land uses in industrial zones and would disadvantage the City of San Luis as a place for industrial activities. Therefore, the amendment does not constitute an overall improvement to the General Plan.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:

a. Significantly altering acceptable existing land use patterns,

Analysis:
The proposed amendment would allow residential use surrounded by industrial designations and existing uses such as the private prison and a wastewater treatment facility.

Conclusion:
Approval of the proposed General Plan Amendment would create incompatible land uses in an industrial zone and would disadvantage the City of San Luis as a place for industrial activities. Industrial land uses are associated with the heavy intensity use of raw materials for the purpose of developing, manufacturing, storing and shipping products, specifically in the Industrial Land Use designation. Neighborhood uses are associated with residential, neighborhood type commercial, community services/facilities, parks, open space, schools, and master-planned communities. The fundamental purpose of the industrial and neighborhood land use demonstrates their incompatibility, and mixing these two (2) disparate uses creates difficulties for each. Industrial businesses would not want to be located adjacent to a residential use because their operations may be restricted to preserve the general welfare of the people. This incompatibility would discourage industrial uses in that area.

Further, approving this request would be contrary to the Land Use Element Section 2.8- "Employment property must be vigorously protected from being changed to residential uses since once residential development begins to occur it is very difficult to bring employment uses to the vicinity." Therefore, the requested general plan amendment would create incompatible uses that would disadvantage the city as a place to conduct industrial activities. In addition, locating residential within industrial areas could subject users to hazards and nuisances, including noises, odors, and materials associated with industrial processes.

b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas.

Analysis:
It is the desire of the city to encourage development that requires little or no extension of services. Development that occurs within or directly adjacent to existing infrastructure or service areas is the most cost-effective since much of the investment in providing those services has already been made. Building outside of these existing service areas creates sprawl that is very expensive to the community unless the majority of the costs are borne by the developer. These costs are not just the

basic infrastructure, but also for public safety services that must expand service areas to accommodate the new development.

Growth Areas play a significant role in obtaining economic development goals for business and service expansion and revenue generation. The area where the proposed property is located is identified in the General Plan as a Growth Area for Commercial and Industrial Activities and not for Residential.

Conclusion:
The predominant growth pattern in the last 10 years is housing. San Luis experienced rapid population growth that triggered new residential development. However, the commercial, retail, and infrastructure growth has not balanced with the residential growth. The continued loss of industrial land to residential uses will impair the use of the remaining industrial land for industrial uses. Staff, as directed by the General Plan, strongly supports the preservation of the industrial land in the city in order to ensure that future job opportunities of this type will occur. The conversion of industrial land in this area will shrink the city's opportunity to provide this type of land use in the city, and most likely will require a greater amount of city services and affect the city's fiscal stability.

c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems; or

Analysis:
The San Luis Circulation Element focuses on multi-modal circulation and transportation systems that will support the current and future land uses. This element is intended to ensure that residents and visitors can move safely, efficiently and conveniently throughout the planning area and also easily access connections to reach the regional area.

State Route 195 was opened to traffic on September 4, 2009. The Arizona Department of Transportation (ADOT), in conjunction with the Federal Highway Administration (FHWA) and the Yuma Metropolitan Planning Organization (YMPO) identified the need to provide a direct transportation route between the then future commercial international Port of Entry (POE) near San Luis, Arizona and Interstate 8 (I-8).

San Luis POE II was built in 2010, it 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 State Route 195 (SR-195). San Luis POE II was designed with the potential for expansion to accommodate more commercial vehicles per day. POE II is a significant contributor to promoting regional trade.

State Route 195 – Area Service Highway (ASH) connects with Cesar Chavez Boulevard and begins at approximately Avenue E. This roadway is classified as an expressway and consists of two (2) travel lanes in each direction with a wide center median. It will be the major facility supporting international trade associated with San Luis II Commercial Port of Entry. It will provide uncongested access to Interstate 8 for truck traffic.

In the year 2008, the San Luis Future Land Use Plan was amended to include a revised land-use plan for the lands adjacent to San Luis Land Port of Entry (SLLPOE) II. The purpose of the amendment was to address projected economy, land use and transportation changes due to growth and development within the region and increased border activity as a result of the development of the SR-195 and the new SLLPOE II. The amended areas are generally bounded to the north by County 19th Street, to the south by the international border, to the east by Avenue F, and to the west by Avenue D.

Due to the proximity to the SLLPOE II and the SR-195, most of the area around Avenue E was designated for Industrial development. The Avenue E corridor was built to standards

accommodating heavy trucking activity. Avenue E is identified as a hazardous cargo route in the Yuma County Hazardous Materials Emergency Plan.

Conclusion:
The mix of commercial and non-commercial vehicles creates traffic safety problems as trucks and cars are required to cross between each other. Commercial trucks create visibility problems for non-commercial vehicles, and non-commercial vehicles often back up, congest, and cross paths designed for commercial activity. The proposed amendment would also allow schools to be in an area for industrial uses. An increase in pedestrian traffic contributes to the growing safety problem, including school kids walking or crossing roadways meant for heavy commercial traffic.

The proposed amendment would adversely affect Avenue E corridor due to the potential hazards by creating a mixture of commercial and non-commercial vehicles. The amendment is inconsistent with the purpose and intention for Avenue E Corridor.

d. Affecting the livability of the area or the health and safety of the residents.

Analysis:
The requested general plan amendment results in the encroachment of incompatible land use and non-industrial uses in industrial zones, which this policy expressly prohibits. As previously discussed, industrial land uses involve high-intensity use raw materials for the manufacturing, storage, and shipment of products. These industrial uses frequently result in noise, long operating hours, and large vehicle deliveries and shipments. Neighborhood uses stand in sharp contrast to industrial uses. Neighborhood uses involve all residential uses. Residential uses in an industrial zone would expose people to the byproducts of industrial operations which creates an incompatible situation, the essence of incompatible land use uses. The city would potentially need to impose operational restrictions to resolve conflicts and incompatibilities between residential and industrial land uses.

Conclusion:
The proposed General Plan amendment will adversely affect the public health, safety, and welfare of the residents of San Luis. The project is inconsistent with San Luis Zoning Regulations by proposing to amend the General Plan to allow residential zones adjacent to industrial. These regulations are designed to conserve and promote the public interest, health, comfort, safety, convenience, and general welfare of the citizens of the City of San Luis. A project that conflicts with these regulations would, therefore, be detrimental to the health, safety, and welfare of the residents of San Luis.

4. The amendment is consistent with the General Plan's overall intent, vision, goals, and objectives as well as being compliant with other adopted plans, codes, and ordinances.

Analysis:
Based on the analysis described above, the requested General Plan Amendment is inconsistent with the city's General Plan. The General Plan, functioning as the city's land use doctrine, designates the site as Industrial. This classification encompasses a variety of light and heavy industrial uses such as manufacturing, packaging, processing, warehousing, distribution, and ancillary support uses. The requested general plan amendment would allow residential development within an area planned for industrial uses, that are inconsistent with the intent of the General Plan.

Conclusion:
The General Plan has numerous goals and objectives that prohibit and discourage the encroachment of uses that are not compatible with industrial uses. The General Plan designates growth areas for residential development within the planning area. The proposed amendment area was originally designed and agreed on to be designated as industrial area. Accordingly, it is important to retain these areas for manufacturing, packaging, processing, warehousing and distribution and, in effect maintaining

areas for job creation, by denying the requested General Plan amendment.

Additionally, staff has determined that the application is inconsistent with the following goals and objectives:

Land Use Element
Goal 2. Reserve areas for employment uses including manufacturing and industrial parks.
Goal 2. Objective B. Focus on areas with convenient access to San Luis II Commercial Port of Entry.
Goal 4.Objective C. Provide appropriate land uses in the vicinity of San Luis II Commercial Port of Entry.
Goal 5. Promote land use compatibility.
Goal 5. Objective B. Provide appropriate open space or industrial buffers adjacent to the prisons.

Growth Area Element
Goal 1. Identify areas for commercial, industrial and residential growth within and adjacent to the city.
Goal 3. Assure compatibility between new development and existing neighborhoods.

Circulation Element
Goal 2. Match land-use intensities with planned transportation system capacities.

Housing Element
Goal 2. Objective A. Guide residential development within the residentially designated areas on the Future Land Use Plan.

Based on the analysis described above, the requested General Plan Amendment is inconsistent with the goals and objectives of the City of San Luis General Plan, therefore does not meet the approval criteria.

RELEVANT STUDIES, PLANS, & DOCUMENTS:
The following studies, plans, and documents were reviewed by staff so that any pertinent recommendations could be taken into consideration in this analysis. All documents are consistent with the proposed use of Avenue E as a commercial truck route and having the appropriate land use designation of Industrial along said Avenue:

- City of San Luis 2020 General Plan
- City of San Luis Traffic Circulation Study
- City of San Luis Small Area Transportation Study
- San Luis II Land POE
- YMPO Regional Transportation Plan 2018-2041
- Yuma Regional Transportation Coordination Plan
- Binational Transportation Study
- Yuma County Comprehensive Plan
- City of Yuma General Plan
- City of Yuma Transportation Master Plan
- City of Somerton General Plan
- City of Somerton Small Area Transportation Study
- City of Somerton Transportation Plan Update
- Programa de Desarollo Urbano del Centro Poblacion, San Luis Rio Colorado, Sonora
- Arizona-Sonora Border Master Plan
- Arizona Trade Corridor Study
- Arizona Multi-modal Freight Analysis Study
- Arizona State Freight Plan
- ADOT, Yuma ASH Environmental Assessment

GENERAL PLAN UPDATE:
The City of San Luis is working on the decennial General Plan Update alongside Matrix Design Group. Attached to this report is a letter from Matrix Design Group recommending to Council to not approve any Major General Plan Amendment until the adoption of the General Plan Update because any change can

alter the overall land use mix within the Municipal Planning Area and thereby affect future city services and resources.

STAFF RECOMMENDATION:
Staff recommends DENIAL of Major General Plan Amendment Case No. 2019-0394, a request by Edais Engineering Inc. for a Major General Plan Amendment from Business and Industrial to Neighborhood on 164.76 acres of land located at the northeast corner of Avenue E and County 24th Street.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
- **1. Staff presentation**
- **2. Call to the public on this item**

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO DENY APPROVAL OF RESOLUTION NO. 2109.

N/A

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2109
Location Map
Major Amendment Cases
Narrative Statement
Legal Descriptions
Arizona Department of Transportation Comments
Marine Corps Air Station Yuma Comments
Matrix Design Group Letter
Planning and Zoning Commission Minutes of October 8, 2019
Planning and Zoning Commission Minutes of October 15, 2019

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2109

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS AMENDING THE 2020 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 164.76 ACRES OF LAND LOCATED ON THE NORTHEAST CORNER OF AVENUE E AND COUNTY 24TH STREET FROM BUSINESS AND INDUSTRIAL TO NEIGHBORHOOD; REPEALING ANY CONFLICT PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, the City of San Luis pursuant to Resolution No. 452 adopted the General Plan of the City of San Luis on or about the 27th day of December, 2001;

WHEREAS, San Luis Port, LLC applied for a Major Plan Amendment to change the Land Use Designation on 164.76 acres of land located on the northeast corner of Avenue "E" and County 24th Street from Business and Industrial to Neighborhood ; as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held public hearings on this proposed amendment on October 8, 2019 and October 15, 2019 and made a recommendation of Denial to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on this proposed amendment on November 13, 2019 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2020 General Plan is hereby amended to change the Land Use Designation from Business and Industrial to Neighborhood for 164.76 acres located at:

Parcel 1
A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;

THENCE: *S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 2640.13 FEET* ***TO THE TRUE POINT OF BEGINNING;***

THENCE: *S89°28'51"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1888.44 TO A POINT;*

THENCE: *S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;*

THENCE: *N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;*

THENCE: *S00°2717"W, A DISTANCE OF 528.22 FEET TO A POINT;*

THENCE: *N89°31'14"W, A DISTANCE OF 986.38 FEET TO A POINT ON THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 11;*

THENSE: *N00°26'29"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1978.49 FEET* ***TO THE TRUE POINT OF BEGINNING;***

Containing 89.96 acres more or less

Parcel 2
A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;

THENCE: *S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 660.03 FEET* ***TO THE TRUE POINT OF BEGINNING;***

THENCE: *S89°28'51"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1980.10 TO A POINT ON THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 11;*

THENCE: *S00°26'29"W, ALONG THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 11; A DISTANCE OF 1978.49 FEET TO A POINT;*

THENSE: *N89°31'14"W, A DISTANCE OF 1979.50 FEET TO A POINT;*
THENCE: *N00°25'06"E, A DISTANCE OF 1979.86 FEET* ***TO THE TRUE POINT OF BEGINNING;***

Containing 74.80 acres more or less

[Remainder of this page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2019.

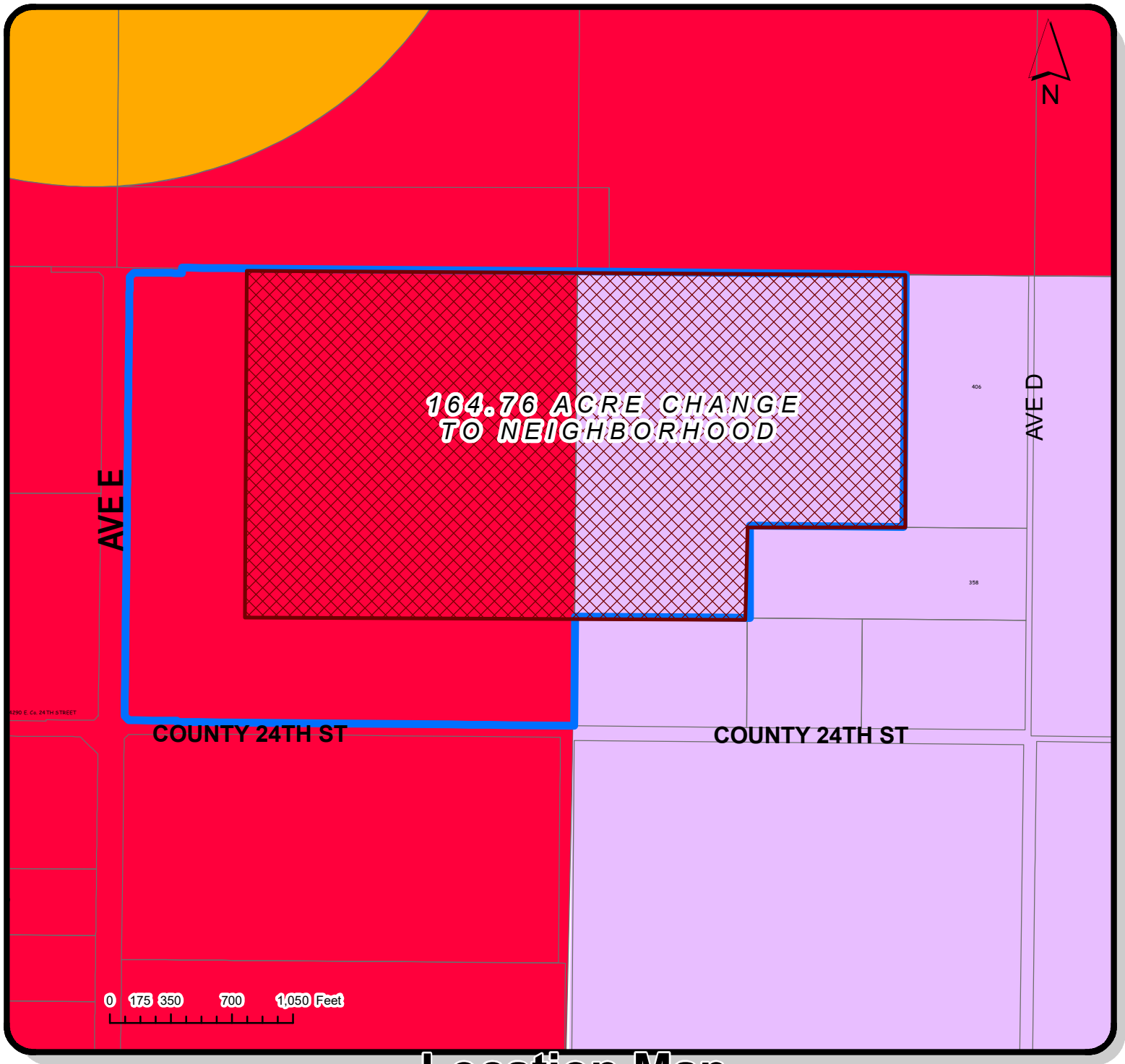
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Macuil, City Attorney



Location Map

MAJOR AMENDMENT

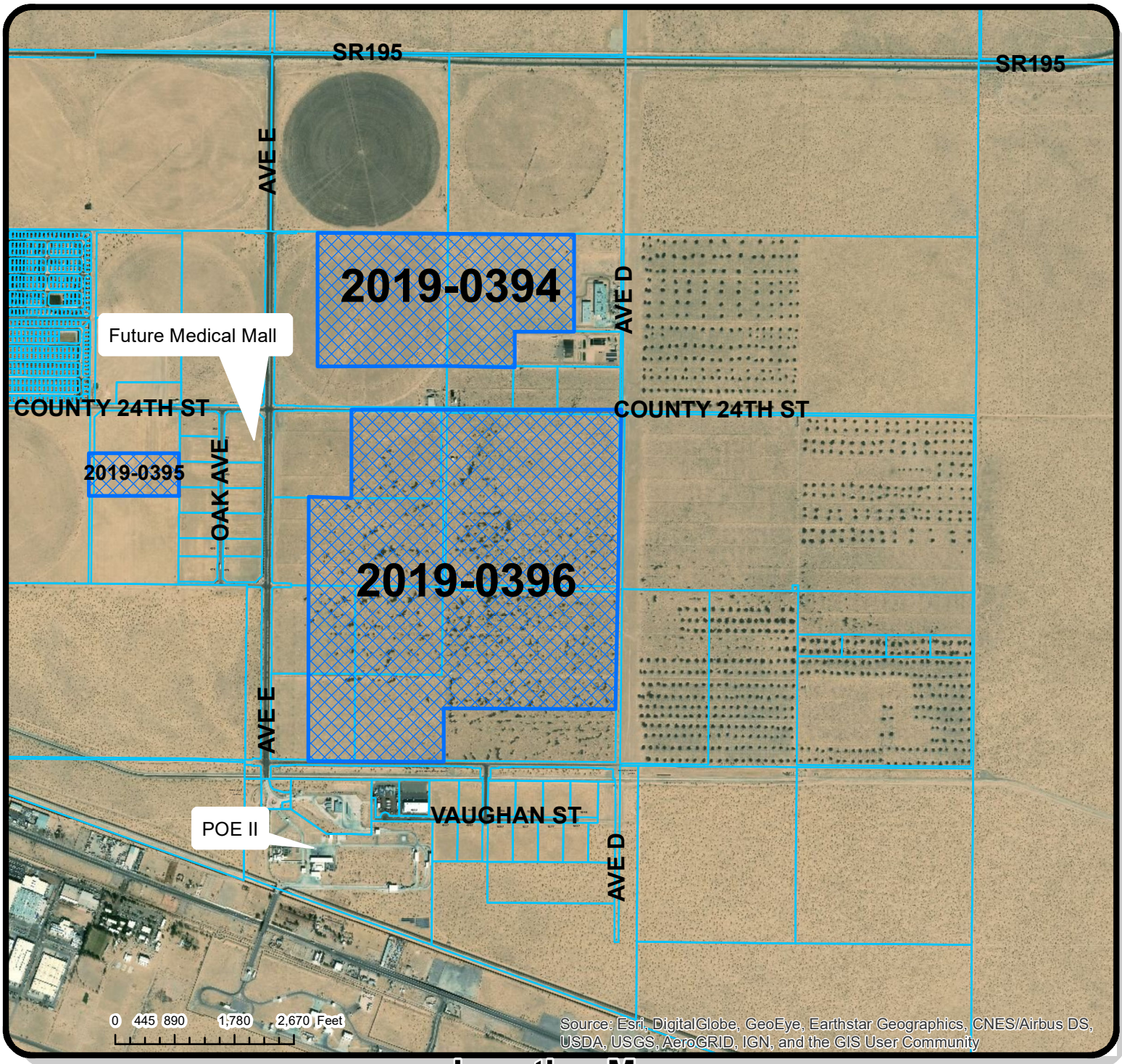
LOCATION OF SUBJECT PROPERTIES

Assessor's Parcel No. 227-11-004 & 227-11-005

LAND USE

- Business
- Activity Center
- Industrial

Date: 7/7/2019	PLANNING & ZONING	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0394
Checked By: ROMAN PACHECO	GIS	**APPROVED BY:** JOSE A. GUZMAN	



LOCATION OF SUBJECT PROPERTY

Location Map

MAJOR AMENDMENT

MAJOR AMENDMENT CASES

Date: 10/10/2019	PLANNING & ZONING	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0394, 2019-0395, 2019-0396
Checked By: ROMAN PACHECO	GIS	**APPROVED BY:** JOSE A. GUZMAN	

NARRATIVE STATEMENT:

It is being requested to change the land use in this area from Industrial/business to neighborhood. There is lots of areas designated as industrial but there is no demand for industrial land. The industrial park is basically vacant and there is no need for additional industrial land. If this land left at its current designation, it will not be developed for a long period of time. Residential development is needed in San Luis where it creates a good economic base and provide jobs. The followings are points to support this land use change:

1. This amendment to the general plan is necessary to provide land for residential use in the area. Residential use doesn't have an affect should change for this property be allowed. The property to the north is designated as low density residential. The commercial designation to the west and South is compatible with this request.
2. The existing General Plan limits the use of Low density residential that is needed to develop the land.
3. This amendment has a positive affect on the neighboring properties and is compatible with the use. A portion of the neighboring properties to the north are primarily High density residential.
4. This amendment to the general plan increases the tax collected such as sales tax. The sales of homes will produce a tremendous amount of sales tax. Having homes instead of vacant land is good for jobs and in general the employment will go up as a result of the development in general and building residential homes.
5. This amendment to the general plan doesn't have an affect on the mixture and balance of land uses within the city of San Luis. This type of development is needed in the City where the current use is not needed.
6. This amendment to the general plan impact to infrastructure in the area is very minimal. Both water and wastewater infrastructure are available in the area. Streets are available and this development will improve streets around the property along with fire access.
7. This amendment to the general plan will constitute an overall improvement to the general plan by filling areas that are vacant and will stay vacant for a very long time.

LEGAL DESCRIPTION
(BUSINESS TO NEIGHBORHOOD)

A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;

THENCE: S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 660.03 FEET **TO THE TRUE POINT OF BEGINNING**;

THENCE: S89°28'51"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1980.10 TO A POINT ON THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 11;

THENCE: S00°26'29"W, ALONG THE NORTH-SOUTH MID SECTION LINE OF SAID SECTION 11; A DISTANCE OF 1978.49 FEET TO A POINT;

THENSE: N89°31'14"W, A DISTANCE OF 1979.50 FEET TO A POINT;

THENCE: N00°25'06"E, A DISTANCE OF 1979.86 FEET **TO THE TRUE POINT OF BEGINNING**;

CONTAINING 89.96 ACRES MORE OR LESS

LEGAL DESCRIPTION
(INDUSTRIAL TO NEIGHBORHOOD)

A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;

THENCE: S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 2640.13 FEET **TO THE TRUE POINT OF BEGINNING**;

THENCE: S89°28'51"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1888.44 TO A POINT;

THENCE: S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;

THENCE: N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;

THENCE: S00°27'17"W, A DISTANCE OF 528.22 FEET TO A POINT;

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THENSE: N00°26'29"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1978.49 FEET **TO THE TRUE POINT OF BEGINNING**;

CONTAINING 74.80 ACRES MORE OR LESS

Jose A. Guzman

From: Roman Pacheco
Sent: Tuesday, September 3, 2019 11:22 AM
To: Jose A. Guzman
Subject: FW: [EXTERNAL] Fwd: Major Amendment Case No. 2019-0394-ADOT Southwest District Comments
Attachments: DOC071119-005.pdf; MA-2019-0394s.pdf; SHADLE GENERAL PLAN.pdf

FYI

From: Isabell Garcia <igarcia@azdot.gov>
Sent: Tuesday, September 3, 2019 11:16 AM
To: Roman Pacheco <RPacheco@sanluisaz.gov>
Subject: [EXTERNAL] Fwd: Major Amendment Case No. 2019-0394-ADOT Southwest District Comments

Hello, below are the ADOT Southwest District's comments on Major Amendment # 2019-0394:
"ADOT Southwest District has no comment on the proposed land change; however, we would like to request a Traffic Impact Analysis (TIA) be completed once there is a specific development. We would like to access the potential impacts a new development would have on the intersection of State Route 195 and Avenue E. Direct access to SR 195 from the development will not be permitted as this an access-controlled highway."

Please send all future planning & zoning request to Bruce Fenske (Bfenske@azdot.gov) and myself. Thank you.

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov

---------- Forwarded message ---------
From: **Paul Patane** <ppatane@azdot.gov>
Date: Wed, Jul 31, 2019 at 12:03 PM
Subject: Fwd: Major Amendment Case No. 2019-0394
To: Isabel Garcia <igarcia@azdot.gov>

---------- Forwarded message ---------
From: **Roman Pacheco** <RPacheco@sanluisaz.gov>
Date: Thu, Jul 11, 2019 at 5:42 PM
Subject: Major Amendment Case No. 2019-0394
To:

Good evening All-

Please find attached Major Amendment Case No. 2019-0394 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Thanks,

Roman Pacheco

Planning Technician

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

P: 928.341.8563 Ext. 2047 | F: 928.341.8599

www.cityofsanluis.org

Roman Pacheco

From: FINCH CIV Mary Ellen <mary.e.finch@usmc.mil>
Sent: Tuesday, July 16, 2019 7:45 AM
To: Roman Pacheco
Cc: Black CIV Gabriela L
Subject: [EXTERNAL] RE: Major Amendment Case No. 2019-0394

Good morning Roman,
I have reviewed Major Amendment Case 2019-0394 and this parcel is approximately 7.25 miles from the Barry M. Goldwater Range boundary. As such we would have no objection to this redesignation from Business to Neighborhood.

Thank you for the opportunity to review and comment.

Mary Ellen

-----Original Message-----
From: Roman Pacheco [mailto:RPacheco@sanluisaz.gov]
Sent: Thursday, July 11, 2019 5:42 PM
Subject: [Non-DoD Source] Major Amendment Case No. 2019-0394

Good evening All-

Please find attached Major Amendment Case No. 2019-0394 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Thanks,

Roman Pacheco

Planning Technician

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

P: 928.341.8563 Ext. 2047 | F: 928.341.8599

www.cityofsanluis.org <http://www.cityofsanluis.org/>

Matrix Design Group, Inc.
2020 N. Central Avenue, Suite 1140
Phoenix, AZ 85004
O 602.288.8344
F 602.324.8985
matrixdesigngroup.com

November 6, 2019

City of San Luis
Jose A. Guzman
Director of Planning and Zoning
1090 E. Union Street
San Luis, Arizona 85349

RE: Major Future Land Use Map Amendments

Dear Mr. Guzman:

As you are aware, Matrix Design Group is currently working on the update of the City of San Luis General Plan with an anticipated completion date in early 2020 and general election date of November 2020. It has come to our attention that applications for several major Future Land Use Map amendments have been submitted to the City as part of the City's 2019 Major General Plan Map Amendment process. These are generally large properties which are currently designated as commercial or industrial uses, but are being proposed as residential use. Our understanding is that they have been heard by the Planning and Zoning Commission and are scheduled to be heard by the City Council on November 13th.

Considering the timing of the City's general plan update, which will include an update of the Future Land Use Map, we believe a prudent course of action would be the following:

- The City Council hold the public hearing scheduled for November 13th and receive input from the public. This would satisfy the statutory requirement for the public hearing to be held in the calendar year that the application is filed.
- The City Council continue the applications for future Council action in conjunction with, or following, adoption of the San Luis General Plan 2040 update. The Future Land Use Map is currently being analyzed and discussed with City staff for potential changes based on research done to date. The requested amendments should be evaluated as part of the overall Future Land Use Map context, as those changes can alter the overall land use mix within the Municipal Planning Area and thereby affect future City Services and resources. In addition, any public input received at the November 13th hearing can be considered in relation to the general plan update.

Matrix has received the applications from City staff and they are being evaluated as part of the current general plan update efforts. The changes being requested may be included with or without modification in the updated Future Land Use Map if the evaluation is favorable within the context of the entire plan.

Please let us know if you have any questions.

Sincerely,

Martin Scribner, AICP, CFM
Principal Associate
Matrix Design Group

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
OCTOBER 8, 2019
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:10 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE: Pledge of Allegiance was led by Chairman Marco A. Pinzon.

PRESENT:
Chairman Marco A. Pinzon
Commission Member Daniel Bazua
Commission Member Javier Barraza
Commission Member Hugo Garcia
Commission Member Guillermina Fuentes
Commission Member Veronica Zavala

ABSENT:

Staff Present:

Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Kay Macuil, City Attorney
America Cano, Administrative Coordinator
Eulogio Vera, Public Works Director

Others Present:

Buna George, Greater Yuma Port Authority
Christian Cuevas, Interpreter
Elizabeth Carpenter
Frank Rascon, Industrial Park Association
Gloria Torres, Council Member
Joe Harper, Resident
Mario Jauregui, San Luis Industrial Park
Mark Concha, Riedel Holdings, AZ, LLC.
Najeh K. Edais, Edais Engineering, Inc.
Olivia Jenkins, Riedel Holdings AZ, LLC.
Nieves Riedel, Riedel Holdings AZ, LLC.
Russel L. Jones, RL Jones
Susan K. Thorpe, Yuma County Administrator

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held September 10, 2019.

MOTION: **Vice Chairman Daniel Bazua/ Commission Member Hugo Garcia** to approve the consent agenda as presented. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye

Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. ITEMS REQUIRING DISCUSSION AND/OR ACTION – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

4. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394. A request by Edais Engineering, Inc. on behalf of San Luis Port, LLC, to change the land use designation from Business and Industrial to Neighborhood for 164.76 acres located at the northeast corner of Avenue E and County 24th Street.

A. Open public hearing
MOTION: **Commission Member Javier Barraza/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation
Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019.

Najeh Edais, Edais Engineering, San Luis running out of residential land. When we were considering this piece of property located north of 24th Street and this piece of property is far from border. The chance to ever developing for Industrial is very rare. Leaving this land vacant

for a very long time is not beneficial to the City of San Luis and its citizens. This is good for us because there is a need for residential development and it is far from industrial activity and far from the border. As you see, we are not changing the business part for the commercial. The corridor along Avenue E it is going to remain as commercial. We think this is very viable for the city to have businesses such as gas stations, hotels and strip shopping centers to support traffic that goes back and forth into the port. Therefore, we are leaving corridor along Avenue E and along 24th street as commercial. Furthermore, Mr. Edais stated that they are working for what is best for that area.

Commission Member Guillermina Fuentes, asked what is the distance from the corridor from Avenue E and 24th Street. **Mr. Edais** responded about 1/8 of mile (660 ft.). Furthermore, Fuentes stated that the reason why she was asking that question is that because people starting to asking how far or is this going to be right on Avenue E and County 24th Street. **Edais** responded that the area behind them is what they are suggesting to be residential.

Peter Gill, 1451 South Adams Street, Yuma, Arizona, Stated that his father-in-law is Stephen Shadle, the property owner. We been working for many years to do a development plan for this property, playing with medium density housing, low and high density. This is more of a combination of those efforts of those many years.

Russel Jones, 3644 West Brandi Lane, Yuma, AZ, representing RL Jones Properties a company that owns almost over half of Magrino Industrial area that has been developed so far. We already invested between ten to fifteen million dollars in improvements to that area and have plans to do other improvements so obviously what happen to the industrial properties there and its values are very important to us. This particular project is not within the normal distance to be considered so I am coming from a different perspective on this. When Charlie Urtuzuastegui and myself signed the papers to apply to become a City of San Luis. One of our first projects was the Industrial Park that is currently in the City of San Luis and that is because the original group felt that if we do not have meaningful jobs in San Luis is was going to hurt us because the way that taxes work in Arizona. Housing does not pays its full way, I am sure you all know that. The taxes and things that it pays at a state level do not cover the cost supervising public services the housing. Therefore, you need the commercial and industrial at the tax rate that they pay. In addition, the rate they pay for electricity and everything else which keeps everything else flowing. As you consider this different projects I would ask you to look at the requirements and lets not do like we did on Juan Sanchez/Cesar Chavez and have all these stop signs and stop lights nothing is coordinating. Everybody in town tries their best to avoid Juan Sanchez/Cesar Chavez because of that, let us not do that to Avenue E, there has to be a balance.

Mario Jauregui, County Resident, stated that he is a long time resident of San Luis. He is been a member of this community since he was 11 years old. His business partner Henry Chavez and

himself own a business here in San Luis were hundreds of trucks come in and out of our facility it is about 17 acres. We found ourselves that is not enough. Therefore, we purchase 13 acres of the Magrino Industrial Park. We are in the process right now of building a 25,000 square new building (Phase 1). The Commercial Port of Entry is a huge asset that we have and we cannot jeopardized. This last year for the first year in ten years we have 28% growth in commercial import in this port and we foresee this increasing in the next 5 years. Right now as we may see 300 trucks on Avenue E, you are going to see 400 next year and 1,000 trucks on Avenue E within the next 4 years. Avenue E and Industrial Park are adjacent to Customs Commercial Port of Entry are such a critical part of this community. We are going to be employing a whole lot more people with long term and well-paying jobs. Most of you can picture where we are right now, surrounded by housing and how inconvenient it is for everybody. we do not want to see that happen be close to housing. That needs to be limited access it is going to be very dangerous. Growth exits me, I want to see more houses been built it is just a critical part.

Gary Magrino stated that he is one of the funders of this. There is no industrial opportunities in South County. I am not connected with anybody here I am on the board of the Greater Yuma Port Authority and I can let all of you know that the Greater Yuma Port Authority has authorize me to say that they are very concern about this action. I am a business director of the Cocopah Tribe who do own property in the Industrial Park. When we first came out here and found the old cattle crossing, we thought it would be an easy place to put a commercial port because there was already cattle going across. We found that there was still a five-year adventure with the presidential permit. When we put the Industrial Park in, if you think about it like a heart, it is the economic pump. In addition, the only thing that feeds the heart is Avenue E. The three spots, 25th, 24th and up to 23, limited access. When we put in the I95 going up to Yuma, limited access. We wanted to ensure the trucks coming from through San Luis would have a safe way to get across this property and an expeditious way to get to the freeway. **Mr. Magrino** furthermore, stated that another thing that really scare him is a school district on Avenue E.

Chairman Pinzon stated that the traffic would always be an issue. We hope that one day it is done in a good way for everyone, in a way there is not too much congestion.

<u>MOTION</u>: **Commission Member Guillermina Fuentes/Commission Member Hugo Garcia** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC. on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

A. Open public hearing
MOTION: **Commission Member Javier Barraza/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation
Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case

No. 2019-0395 to the Planning and Zoning Commission meeting of October 15, 2019.

Vianey Vega, Vega and Vega Engineering, representing property owner for this case. This amendment is to complete second phase of Subdivision that they are going to start construction in the next couple of weeks. We are going to the final approval stages with the city to get first phase under construction. The project started trying to develop all 40 acres at one phase but because of the rezoning and amendments to the general plan we had to break the project into two phases. The first phase was rezone and it was design to residential R1-6 lots, we have about 90 lots that will be constructed in that phase. The requirement on the second phase was that we needed to apply for a major amendment to change the land use designation to neighborhood and be able to rezone the property to develop the second phase of the residential area. The property would have residential to the west eventually all 40 acres would have residential to the north and right now to the east, we have that existing Industrial Park. A buffer has been created on the east side on the phase 1 to separate residential and industrial and we will do the same on this second phase.

Vice Chairman Bazua, asked if this property is to the west of Avenue E? Vega, responded that is correct. It is located south of County 24th Street, about ½ of mile up to the west property line.

Russell Jones, RL Jones, stated that the Medical Center facility is kind of a stretch to call it industrial; it is a commercial application that is going to bring a lot of traffic to enclose proximity to Avenue E. My observation is we do already see traffic from the housing on Avenue F would come back if they are going to Yuma they would come down on County 24th or 23rd ½ and they will access Avenue E for stop sign and they will proceed down to get on 195 to go into Yuma. The medical facilities will bring additional traffic. I cannot urge you strongly enough in whatever you decide to do whatever you require the developer to do. When I added all up, we are looking 1,250 homes. We are talking 5 to 7 thousand people. Let make sure that the traffic it is on Avenue E and on County 25th, we maintain that. What happens on D and F Street it is a different story but let us keep E sacrosanct and preserve.

Commission Member Veronica Zavala asked what the hours of operation for the Port. **Jones** responded that we are from 7:00 a.m. to 7:00 p.m. and in the future, we will have Sunday hours and expand to 9:00 p.m. for trucks. **Zavala** asked Mr. Jones if

he had a land available for industrial next to your building. **Jones** responded that he had two facilities built and has a great deal of demand that we might be starting a fourth one.

MOTION: **Chairman Marco A. Pinzon/Vice Chairman Daniel Bazua** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0395 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396. A request by Vega & Vega Engineering, PLC, to change the land use designation of 493 acres located at the southwest corner of County 24th Street and Avenue D.

A. Open public hearing
MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye

Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case No. 2019-0396 to the Planning and Zoning Commission meeting of October 15, 2019.

Vianey Vega, Vega and Vega Engineering, representing owners for this property. My clients owns 80 acres industrial subdivision just to the east of Avenue E, where that medical facility is under construction. The land where the medical facility is right now is always been commercial and that is the way is being develop it was never industrial. The remaining of the 80 acres is light industrial and its own by my client and it has been develop for the past 5 years. In addition, we have not had really a lot interest of the industrial area. We this 640 acres that we have and seen the lack of residential of land in the City of San Luis we are proposing to provide that land is need for visional residential. I do appreciate the public input they had good points as far as traffic and access point along the main corridor, which is Avenue E. the corridor will remain past proposed with the access point they are at this time. The city would not allow any additional access along that corridor and we are working around that. Therefore, we are planning an amendment around that, creating a commercial buffer along Avenue E., also we are providing 100 acres along Avenue E that will be dedicated for Commercial. There is a concern on County 25th were we are providing for that as well a buffer that is creating 100 acres along County 25th of industrial to create a buffer between County 25th . Therefore, we are protecting the main corridors with the use that it was planned for that area Commercial and Industrial. For the interior, we are proposing to do the change to the neighborhood use to allow residential. There is a need for residential land in the City of San Luis and we feel that this is a good area. In addition, if there is a need for additional industrial land in the area my client is the owner of the 640 acres to the east on

Avenue D where we can look into providing additional industrial if needed. We feel that this is a good plan that we are presenting that will come and create those buffers that are required.

Commission Member Barraza asked how many potential lots and trips per day. Mr. Vega responded between 6-8. **Barraza** mentioned that he sees the increase of traffic and that is a concern that we should look into it. **Vianey** stated that with growth comes challenges and with all this new propose developments of you will need new improvements, to mitigate all these growth. The city needs to grow and the improvements need to be in place to allow the growth.

Mario Jauregui stated that he was just recently in Salinas, California visiting a potential customer and as I was talking to him one of his main concern was getting trucks coming to San Luis that has been really difficult for our customers. They come in to Yuma but to come down to San Luis it is been a struggle. We are doing our best to tell them we have a limited access highway, 20 to 25 minutes and you can be from interstate eight to the Industrial Park. This is getting us nervous because we obviously do not want jeopardize that corridor. Therefore, whatever we do as a community we just need to make sure that is well protected.

Russel Jones – stated that he conditionally would of object to the rezoning for the following reasons: 1.) is 25th Street. When the Industrial Park was develop, the GYPA got a state grant. City of San Luis, Cocopah and everybody that collaborates. As wells as the initial tenants (Myself, Henry Chavez, Mario and Frank) we had to put considerable monies of our own, specially to finish 25th Street. Because the property owner that is been consider here, never contributed their share of 25th Street. My question to you is who is going to pay for D, who is going to pay for the overpass, how are we going to keep the integrity of E and 25th Street if we are going to add that many cars who trips 25th Street. We already paid our share in the Industrial Park and those property owners for what we have and for what we are doing. My questions is who is going to pay for the other entire infrastructure so that we can keep E and 25th flowing and not dangerous. So that is why I said conditionally objected to this because until I see evidence that there is the funds for the infrastructure.

Frank Rascon stated one of his frank business has been here in Arizona since 1992 and before that my father had a shop here and has been for quite longer. We have some property there in the Industrial Park, we worked very hard along everybody else to develop that, and I personal feel that home development in the city is

important and that needs to happen. We need to make sure that we consider a nice healthy solution for ingress and egress off Avenue E. What is been propose it sounds to me like four stops lights along the way in about a two mile run. It is what it is trucks slow down pick up speed, it get dangerous. We are promoting the Port and it is taking a long time to get it there but we are finally seem growth and it is going to get bigger. In addition, I am not against the houses just against the concepts that the houses causing dangerous to the public.

Elizabeth Carpenter, owner and representative of the partner that belongs to the group that owns the 640 acres that we have propose for major amendments. I have lived this project for the last 20 years. You can see over 20 years period how long it has taken to give as far as we have. It is a long time to hold on to a piece of property and not able to see some fruits of your labor. We put a lot of thought on what we want to do with this piece of property taking in consideration for the possibility for industrial and commercial in conjunction with residential. We understand the concerns of the traffic, we are mindful of what it can do to the area and what can enhance the area. First of all nobody thought about the schools for all of the residences that are in this area. We have committed to donate a minimum of 10 acres now to the Somerton School District. Most people do not know that this area is within the Somerton School District. What we planned to do with that area – the area we are donating is not on Avenue E. This area is located on County 24th east side, because that is where we have land available to do it. We planned for parks, stuff like this that will contribute to the life style in the community out there. We have almost 14 hundred acres out there, which we own. Therefore, there is plenty of land to go for industrial and residential and be a good mix. Along County 25th Street, it is Industrial, and along Avenue E, it is Commercial. We have no plans to petition to have other access roads other than what it is already designated. San Luis has no property taxes; the industrial development does not contribute anything because there is no property taxes that they have to pay to the City of San Luis. Sales tax however can come from the commercial I do not think Industrial pays any sales tax,

so that does not contribute to anything to help for the well been of the city. Employment is great but it taken a long time to get this employment down here. I have travel to countries that with different manufacture try to sell this area just as

the Port Authority has done. In addition, everybody that has purchase in there up to this time is local.

Susan Thorpe, Board Member of Greater Yuma Port Authority, stated that they have talked about this, have seen it and are very concern about it. The industrial is moving and I think with a little bit of patience we can all be very successful. Our Industrial Park is being sold to people outside of Yuma. I think the same thing will be happening with Industrial Park that is owned by the other facility. They just need to be patience and will see some results with their Industrial Park and not have to go to a short term of trying to find residential because that is where the market is. I think that is a short-term solution that will have long-term economic development disaster consequences for the City of San Luis and the Port. And the Port is going to be the life flood for San Luis with jobs, transportation, traffic, and sales tax. I very opposed to this, the Greater Yuma Port Authority authorized all of us members to talk about our opposition to this.

Buna George 2788 31st place, Yuma, **Arizona Executive Director for Greater Yuma Port Authority**, stated that currently we do not have develop land available, we have three new users coming into the park. We are currently working on our next phase and we already have one user that is already interested in about half of the phases that are coming into it. Phase No. 4 is going to be about 132 acres. Along with the establish users we have new users coming in, so we are seen again that activity. This was a topic of conversation in our last board meeting to where we really want to stress that Avenue E headed to SR195 it cannot be restricted. Therefore, you have to understand that the passage serves as a main artery for the commercial trucks travel to and from the Port. We want to ensure that you should not encroach residences up to Avenue E, as it was design for heavy traffic. We see how San Luis 1 gets back up all the way out San Luis and we are talking in the future if we are going to bring POV through that section portion exactly how is that going to turn out. We ask the city to protect original usage of this area and to take consideration the proposed changes to

ensure that the decisions made prevent conflicts within the residential development and future industrial and economic activities.

Russell Jones furthermore stated that in the last year, we had a company come to us that wanted approximately 50 to 100 thousand space, we did not have the space in our building and we said sorry. We put them in contact with old Medal Craft building people so they move in there and are very happy. More recently, we had another for 100,000 square feet that they need it; we did not have it here available. We contact the owners of the Medal Craft building, and they told us they were full, that they had no more room. Therefore, the 100,000 square feet is going to Calexico. We are a hot spot in this region.

MOTION: **Chairman Marco A. Pinzon/Chairman Javier Barraza** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0396 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

5. CALL TO THE PUBLIC.

There was no comment from the public.

6. ADJOURNMENT

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to adjourn the meeting at 8:27 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

MINUTES

SPECIAL MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
OCTOBER 15, 2019
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:07 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE: Pledge of Allegiance was led by Chairman Marco A. Pinzon.

PRESENT:
Chairman Marco A. Pinzon
Commission Member Daniel Bazua
Commission Member Javier Barraza
Commission Member Hugo Garcia
Commission Member Guillermina Fuentes
Commission Member Veronica Zavala

Staff Present:
Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Kay Macuil, City Attorney
America Cano, Administrative Coordinator
Eulogio Vera, Director Public Works
Jorge Mungaray, I.T. Technician
Sonia Cornelio, City Clerk

Others Present:
Buna George, Greater Yuma Port Authority
Christian Cuevas, Interpreter
Elizabeth Carpenter
Frank Rascon, Industrial Park Association

Gloria Torres, Council Member
Joe Harper, Resident
Mario Jauregui, San Luis Industrial Park
Mark Concha, Riedel Holdings, AZ, LLC.
Matias Rosales, Council Member
Najeh K. Edais, Edais Engineering, Inc.
Olivia Jenkins, Riedel Holdings AZ, LLC.
Nieves Riedel, Riedel Holdings AZ, LLC.
Russel L. Jones, RL Jones
Susan K. Thorpe, Yuma County Administrator

3. PUBLIC HEARINGS - the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

3. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394. A request by Edais Engineering, Inc. on behalf of San Luis Port, LLC, to change the land use designation from Business and Industrial to Neighborhood for 164.76 acres located at the northeast corner of Avenue E and County 24th Street.

A. Continuation of public hearing

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report and recommended forwarding the Major General Plan Amendment Case No. 2019-0394 to City Council with the recommendation of DENIAL.

Najeh Edais, Edais Engineering, stated that he is representing the owner of this item. He noted the following: "I cannot attempt to agree with Mr. Jose Guzman's analysis. However, I think his analysis does not apply to this piece of property. His analysis is good when you are talking about the industrial land that is surrounding the Port, which can develop in industrial, and it is immediately next to the Port. This property is about a mile ½ north of the Port (north of 24th Street). I think Mr.

Guzman mentioned that there is already a 20-acre piece of residential that is on the north side. Also, along the corridor off Avenue E and 24th Street, that is commercial. Commercial is probably the best thing for the City of San Luis because this is something that would develop now. How I envision that commercial is the minute this land gets changed, you are going to see anything from gas stations, truck stops, hotels, and shopping centers that help the traffic that is on Avenue E (industrial traffic), and the employees that will be working in this industrial area. In addition, anytime you have industrial, you need places for people to live. In that area, although Mr. Guzman mentioned that we do have areas on the west side that is being filled, we need more. You need to support the industrial land that we have. We have on the south side one square mile, and next to it another square mile, I would love to live and see that much industry in San Luis. The trucking that is coming from Mexico is not coming to San Luis, but going to Calexico. You have to ask those people that are talking to you about this; why the trucks are not entering into the fancy state of the art Port that we have. There are many problems with the Port and trucking companies, and the people that are going to come and speak behind me, ask them that question. Calexico Port is a better port that they have lots of accommodation for the trucking. You people can continue to keep this land as Industrial, but that is not going to develop now. The industrial is going to start moving from the Port and is going to start moving north. By the time it gets to our piece of property that we have in this area, we will all be gone. What we are trying to do is develop the commercial along Avenue E and County 24th Street and then develop the residential. Magrino Park has been sitting for how many years? How many people are there? Let us be realistic if there are people that are interested in Industrial, who are the people who are buying these lots? They like to tell you that there are people and leave this property available, for how many years? For the next 100 years, we want to leave this piece of property sitting there waiting for industrial to come in?" Furthermore, **Mr. Edais** explained that residential land brings lots of money to the City of San Luis. He stated the following: “There is something called “Development Fees,” and I think every time you develop a lot, there are over thirty-five hundred dollars per lot. By the time you add all of the other money that the City collects from water meters, sewer services, and other fees, it is an excess of five-thousand dollars per lot that comes into the pocket of the City of San Luis to keep the city moving. Then on top of that, every time you sell a lot or build a

house, there are sales taxes that the City of San Luis harvests. That money keeps all of the services in the City of San Luis moving. The residential traffic that contributes to the HURF funds, every time somebody fills with gas money comes into the city; to improve and maintain the streets, to spend money on Public Works Projects. How about employment? Every time you build a subdivision, how many people get employed in those subdivisions? The pavement crew, concrete crew, water, and sewer crew. On top of that, you have hundreds of people in San Luis. The City of San Luis has the best labor force for construction; they are very busy doing framing, pouring concrete, electrical, and mechanical work, which is all-good for the City of San Luis. Nevertheless, what is the reality, go ahead and deny it, the City of San Luis will stay poor; go ahead and approve it, and dust will go all over the place, you will have people working and building. You have a decision to make; you can either have somebody read from the book that the person from Scottsdale wrote for us, or you look at the reality of things. What is better for the City of San Luis today? We need the money today, we need the people today, and we do not need them 100 years from now. For the people who are supporting the Port and industrial for the Port. I got nothing against that, please bring people in, we want those people, but you got hundreds of acres that you go all the way to Avenue B with industrial. Do not focus on a small piece of property over there when you have thousands of acres that can be utilized?"

Chairman Marco A. Pinzon, asked how long he has been part of this project? Mr. Edais responded for the past six months. **Chairman Pinzon** asked what the people thought or felt they were going build next to a detention center. **Mr. Edais** stated that when they are planning that they would have to create some type of a buffer between the detention center, the wastewater treatment plant and the subdivision such as a landscape area. **Chairman Pinzon** responded that he has a concern with that, and that there were some good points and it is growing slowly but the whole purpose was to move all the industrial from one area to another because there was chaos. "There still a little bit of chaos because we still have drivers that do not pay attention when coming to town. We are not ready, we might be broke but not ready and we do not have the tools ready and development." **Mr. Edais** mentioned the following: "What comes first? The improvements? You improve the roads. Alternatively, you do the developments. Once you develop, the development improves the roads, water systems, and

sewer systems. If you do nothing, nothing is improve because the city does not have the money to improve the roads. So who improves the roads? In any development that you look at, you will see the entire infrastructure around the development, which gets to be built by the developer. Whether that developer is X, Y, or Z. Again, if you do nothing, you do not have nothing." Furthermore, **Mr. Edais** mentioned investing in a roadway plan is good for the city. If it were not for the Detention Center the east, San Luis Water Treatment Plant would have never happened. If it were not for the subdivisions like the Bienestar 8B and 9B, we would not need a water treatment plant over there.

Commission Member Veronica Zavala, asked if the detention center is land leased. **Ms. Kay Macuil** responded that the Municipal Corporation of the City owns it.

Commission Member Barraza clarified that the commission does recommendations and does not approve or deny items. **Barraza** asked how many lots they can accommodate there. **Mr. Edais,** responded probably 700 lots. **Commission Member Barraza** then asked how many trips are there per day. **Mr. Edais** responded 6 to 10 and this project would take about 10 years to complete.

Commission Member Hugo Garcia, asked if they would consider reducing that space, further away from the Detention Center? **Mr. Gill** responded that would probably be part of the planning process and more than likely they might want to design a park or something to give a healthy buffer between housing and the Detention Center.

Commission Member Barraza asked if the rezoning cases back in 2010, 2011, 2012 and 2013 were denied. **Mr. Guzman** responded that they were approved with a development agreement. The Development Agreement specifically allows the 20 acres for residential for high density. If they were to do single residence houses they have to be at least 8,000 square feet and the houses had to be 1,750 feet from actual construction.

Ms. Kay Macuil informed that the detention facility is mostly minimum security it is rated medium security and the US Marshalls can bring a few high security inmates.

Jose A. Guzman, Director of Planning and Zoning, informed the following comment for the record, that at the last public hearing we received several comments from the public. They are not part of the report but will be as part when it goes to City Council. Most of the comments were concerned with the impact of Avenue E. **Mr. Guzman** stated that he wanted to clarify that development fees are a one-time payment to the city to alleviate the impact of the construction of the subdivision for the house. In addition, the distance that the applicant is mentioning between residential and industrial it is also designated as industrial in the general plan. Both the business and industrial designation allow for industrial zoning.

Mario Jauregui, Yuma County Resident, stated that he owns and operates a business here in San Luis for the past 30 years. **Mr. Jauregui** stated the following: "A lot of information is presented to you and it is important that we make sure that the information is been presented is as accurate as it can be, so you can make a wise and educated decision. The Port is alive and vibrant it is not a dying Port. It is underutilize because it was built knowing that it was going to grow. In addition, that it was going to grow in years to come, and that it was not built with the idea it was going to be an overnight success. I was talking to a local investor and he was telling me that he travels the completely southern border from Tijuana all the way to Matamoros and he said he kept coming back to San Luis with an investment he wanted to do. He then came back to San Luis and build a plant right across the border for about 40 million dollars. He was also one of those people that was involve in the building of another plan in Algodones; this one is about over 100 million dollars of investment. Both of those are going to be use the Port of San Luis for probably 80 percent of their crossings. One already is 100 percent and the other one is 80 percent. This is translating to about 28 percent of an increase in crossings through the Port of San Luis. This means that the economic impact is just tremendous. The Port has become very attractive; we knew that it was going to take time. My colleague Russ Jones invested over 8 million dollars. I invested about 5 million, and the lots that can be use, have been

sold already or are in the process to be sold. As far as the effect is commercial traffic, right now you have 120 trucks crossing the border northbound, which means we have another 120 trucks crossing southbound, so all together we have close to 300 trucks every day. Coming winter, you going to see 250 coming north, and 250 going south, 500 trucks loads on Avenue E every single day." **Mr. Jauregui** furthermore, stated what is it that we want to see in that area. "What we have right now is an Industrial Park that is surrounded by houses. Do we want to see and area that is vibrant with business. The minute that we bring in housing and with housing comes schools, and Taquerias this is not a good mix. Jauregui furthermore stated that he hopes that the commission make the right recommendation."

Commission Member Veronica Zavala asked if San Luis Cooling is still operating in town, and how long to start building on the Industrial site? **Mr. Jauregui** responded that it took them 3 years to purchase the land. In addition, it is going to take them about a year and half to build the building that they are going to have. The 25,000 square building is not moving, but expanding. **Commission Member Zavala** asked if he was not in favor to open to pedestrians or private vehicles. **Mr. Jauregui** responded that he hopes that it does happen very similar to Calexico east.

Commission Member Garcia asked how many people are employed in the industrial area. **Mr. Jauregui** responded 60 full-time employees. Mr. Jauregui was asked how many of the trucks that use Avenue E they come to San Luis and gas up here. **Mr. Jauregui** responded the local trucking about 80 percent. **Commission Member Garcia** furthermore asked if they are thinking about building another road there, because a least fifteen days ago cops have to show up to that street because it is always pack with trucks. **Mr. Jauregui** responded that this would be alleviated once they move the whole Industrial Park to the new one. "What we have propose is that we connect our industrial park to 24th and all the way to the new industrial park, and get trucks out of the neighborhood as fast as we can," he stated.

Dr. Laura Noel, Somerton School District Superintendent, stated the following: "several time schools have been mentioned and I feel that I need to make sure I

step up and allow you to ask questions if you have some. My concerns range, I found interesting people working in the commercial centers and industrial areas were not very important but people living in the area were very important. Therefore, if there were a chemical spill, I would think that the furniture factory employing fifteen hundred people would be a dangerous place to be just as much as a house would be. So I am thinking that, I really do not think that is the issue at all, I think that the Commercial Port of Entry is a good business center and that the good planning that the City of San Luis can do for that area and infrastructure can protect all the people with all the various interest. Mr. Jones has mentioned the idea of protecting Avenue E as maybe having one stop light in all of Avenue E and have it be the corridor for trucks and maybe Avenue D and Avenue F are routes that residential customers take to US-95. It seems to me a toss-up between having fifteen hundred people driving into the area, parking in there to go to their work and going to lunch and then leaving from their work as to having people living in the area, they leave to go to work and then they come back at the end of the day. I was thinking if I was a city planner, I would be worry about where do I get the money to do this with roads. However, it seems like if you have developers, who would actual begin to put in some housing, protecting some of those corridors that you think in the future you going to need for the transportation. Then you would have a tax base to help pay for that function. I know that someone had mentioned creating a special district for the taxes that will be needed to provide the infrastructure to ongoing to construct and building. I can see a great master plan develop in that way, but I think by allowing the construction that is ready to go to get started you actually begin to build that tax base. Our Somerton School District goes all the way down from Somerton all the way to the border. Gadsden School District is to our west; because of the land divide, there between Somerton and San Luis nobody knows that. There are 380 to 400 students right now in Bienestar Estates. About 300 of them are going into Gadsden School District under open enrollment, about 80 we bus to Orange Grove School. It supposed to be the taxpayers who live in those houses in Bienestar Estates. Their tax money goes to support Somerton School District. Gadsden gets the per pupil amount from those students who attend their school. The school facility boards realize because the list of open enrollment students coming to Gadsden them applying for new schools for enrollment they realize this problem that you have a tax base supporting Somerton School District and the

Arizona School Facility Board been asked to build schools for kids that are not in that district. We qualify for a large school in Somerton to be added. We ask the School Facility Board how about we build a small school in Somerton, and we build a small school in east San Luis where we have land donated. You do not have to worry about the cost of the land and so they allow us to do that. So we have the funding, we have 3.3 million dollars to build a small school in east San Luis. If this goes through and everything goes all right, we can be built within 2 years. Our expectation is that with the growth the additional housing that is opening up next to Bienestar that already exists as the housing opening up; we are seen growth in many students. Our expectations is that we are going to bus those students. We are require to provide busing for students outside of a mile from the school which most of Bienestar Estates is over a mile from where the school is going to be built. We can also say that Avenue E would be a dangerous barrier to their access to school. The land was donated to us and we are happy to received it and use it to the benefit of the students. When we look at growth we are responding to the growth that exist if we open that small school of 250 kids it will probably filled immediately because it will be so close to the housing that exist there. Then we will qualify immediately to be able to expand that school because the numbers will be there from the School Facility Board. Right now, we already been given approval from Arizona School Facility Board. We are in architectural drawings, we begin doing surveys and we are getting things set up for actual build. I would like to say that for a school district we really need you to work on infrastructure things. There needs to be a solution to how all of us are going to contribute who are in the area, residential, industrial, commercial whatever is you decide on the zoning. All of us are going to need to contribute to make the pathways that are needed. In addition, if Avenues D and F are going to be the main throwaways to S95 then all builders who wants to build residential home they need to know where the traffic flow needs to go. And the earlier that you set that in play, then the better everything could designed to work around that and keep it available for the trucking traffic. You can make sure that other residential streets do not come out on E. When I was looking at the pattern where you have the space between where the neighborhood need to be built and that area on the map and that supposed to be commercial/Industrial I could help to think, there is a McDonalds there you are going to have people coming in and out of McDonalds onto Avenue E. And I don't know how you going control for

that, but I don't think a house is going to be more traffic than your industrial or commercial sites that you making available there. If you have the companies that are employing large numbers of people, they are going to want to go and have lunch somewhere. Moreover, if they are going to have lunch in that area along Avenue E, that is going to be a problem. Therefore, I think as you are doing your master planning that might be helpful to get all that in order."

Chairman Pinzon asked Ms. Noel if it does not bother her that it is too close to the Detention Facility Center and to the State Correction Facility. **Ms. Noel** responded that it didn't since they are half of mile away. **Chairman Pinzon** reminded Mrs. Noel that two years ago, there was chaos in the State Correction Facility and it was bad management. **Ms. Noel** stated that they would have security of their own, and that they are careful about how they construct the school. "In the architectural designs, nowadays when you build a school you build it so you can protected, so we are not concerned about the Detention Facility, which will be a half of mile away from us," she stated.

Commission Member Guillermina Fuentes stated that the General Plan was meant exactly as Commission Member Zavala stated to do good planning and to be able to determined which area was designated for industrial and commercial, she added that she does want San Luis to grow. There are plenty of areas out there that there that are not developed, and developers do not buy those areas that are residential. They want to go up there and finish the industrial/commercial that there is. Some people have the money to buy land and then sale it for double the amount, and that is okay since they come here to make money. However, they are here to protect the citizens of the city. If there is a general plan, we should stick to that because hundreds of people work in that for the benefit of people; and if they have their land, they should use their land as it is. **Ms. Laura Noel** furthermore stated that she appreciates the work that went into creating the original general plan. She stated the following: "I also at 59 years old had have times when something I decided 20 years ago change but 20 years later and I need to make a small adjustment. I get it both ways, and I appreciate and respect your opinion."

Russel Jones, 3644 West Brandi Lane, Yuma, AZ, stated that his family has been in business since 1951 and he has been in business since 1974. **Mr. Jones** stated the following: "I remember as a small boy and the payment stop at the Port of Entry and there was no payment in San Luis Rio Colorado and no other pave street. I am not against growth, schools or houses. Modern urban planning provides for housing and other amenities for the work force but they also respect the integrity and the type of transportation requirements that heavy industry and trucks require. Mixing trucks that need one thousand feet to stop, with school buses, private own vehicles or pedestrians, they are always a dangerous situation. What I am opposed collectively because I don't believe in unplanned development without providing for the future, not really thinking ahead or what the impacts are. There are many things said here tonight that I do not agree with. I was in the state legislature for nearly 8 years and I know how the tax structure works. Houses do not pay for themselves; we do not have a property tax in which was sadly defeated by the citizens of San Luis. Houses do not pay for ongoing fire protection, police, and other types of services. They do pay fees for water, sewer, and such, but they do not pay their own way. That is just like commercial and industrial properties pay much higher taxes because they are required to pay their way unlike residential, which is set in state statutes the way that works. So that is not true, when you are talking about cleaning the dust, what happens when the dust settles? When the workers have built houses and then go away? Their impact fees? you spend it. Therefore, who pays for 5 or 15 years unless you build more houses? Unless you can keep building more houses, you cannot pay for what you got, which means you have to build more houses until you stop and think about how we grow, where we want to be, that is why we have a general plan. Why did we build San Luis east? Because of the trucks, we did not have enough trucks crossing 20 years ago to justify a new Port of Entry. It was because we were mixing trucks, cars and people and it was a huge problem and the solution was to move the trucks out so we can just deal with the cars and the people. We still have not figured out the cars and people so now we have to build San Luis I over again so we can separate the cars and the people let alone the trucks. Therefore, what we are proposing up here is history repeating itself. Is anyone here happy with the transportation works in San Luis on Juan Sanchez, how much money do we have spent to fix Archibald, Main Street, and First Street to make it kind of work. Are we doomed to repeat ourselves every so many years

and make the same mistakes all over again? We do need housing out here; I understand the dilemma that the Somerton School District has. If you build all these homes out here it would not be Somerton School District it will be the San Luis District #2 because there will be more residents and voters in San Luis than in Somerton, we really need to plan this well. As an investor in the area the development is going, I had people try to buy my land that I bought for myself because there is no more land out there that is develop and that has water and sewer. I am planning a second 50,000 square feet building as we speak because I am out of room. Mr. Jauregui is building his facility and others; this is a great thing for San Luis. What we really need to do, is good planning so we protect the integrity of 25th Street, which is the primary industrial area. In addition, the reason it was not developed further is that they did not have the money to build a bridge so you had access to the industrial park. Because people like myself, Frank Rascon, Mario Jauregui, Henry Chavez and others contributed funds along with the Greater Yuma Port Authority, which you all belong to and are beneficiary of and we put that money together to build the infrastructure and get that bridge across so we can build the land and move out there. We put out money, no development fees, we put it out of our pocket, we put it in the project, and we build it. What we want to do is keep it protected so it continues to do what it is supposed to do. I am glad I do not have your job or council like the vision of the baby. The question is how wide you open and the can all the parties in all these three projects and the ones that are already there, can we all sit down and figure out a way to build infrastructure that is necessary. Because the impact fees are not going to pay for D, they are not going to pay for overpasses and all the other things we will need to protect Avenue E and 25th Street. Where is the money coming from, I do not see the money."

Chairman Marco A. Pinzon asked if he owned the property on Cesar Chavez. Mr. **Jones** responded that it is all State Land on a 75-year lease. **Chairman Pinzon** also asked Mr. Jones if it would be costly to move out. **Mr. Jones** responded no, the RL Jones custom brokerage, freight and transportation has all moved out and all that piece of property has been release to other businesses, so it is being used.

Gary Marino stated that when they did the general plan, a group of San Luis residents got together and said how far out they would have to go. **Mr. Gary**

Magrino stated the following: "We need to go east. Everyone said lets go up to Avenue E there is a dirt road, 24th was beat up asphalt, dirt all the way cattle crossing where three stand of barbed wire and that was Avenue E during the same period the Resolution Trust Authority took bankrupt property in that area and sold it off. The other thing that occurred was the Nedbank it was not necessary, anybody could put the bridge in from San Luis Mexico, and North American Development Authority did that. In addition, they had to make sure that bridge was paid for itself which it did not do, it went bankrupt so they had to renegotiate that. While all this was going, we did not have any money to put in the infrastructure on E. so where did that come from? It came from the four participants, I remember standing in the same podium and the City of San Luis co-signed the note with Wells Fargo Bank so we can put the lift Station and pump the sewer water up from that area. That was all done, it period when all the developers out there standing watching. So it is somewhat ironic to me that we are going to be building houses which your one time shots. You do not get any revenue, other than initial bill and sale. In addition, here it is the Port Authority Commercial people put in all the sewer, water, and roads. Now, the Commercial Port is been encumber upon. I am asking all of you to reconsider; I do not want to hurt Mr. Shadle, Mr. Loo and any of those folks. In addition, they said why it took so long to develop. I was the main cause of that because when I first took this job as Chairman of the Port of Authority way back in the beginning. I made a commitment to the elected officials of the City of San Luis not to allow any private vehicles through this port; it would all be commercial because they did not want to hurt the retail down in San Luis."

Commission Member Bazua asked if he was part of the selection where the commercial port was going to be. **Mr. Magrino** responded that was correct, it was where the cattle crossing was. That was the best selection. They had to negotiate to get it. The general plan was design to protect the area.

Chairman Pinzon thanked all of them for the comments. Furthermore, Chairman Pinzon explained that as his colleagues mentioned they stick to the general plan and the commission gives a recommendation. He understands the parties and their concerns in a slow growth and they want to see a different way out because

of different reasons. However, they cannot repeat history and make the same mistakes.

Mr. Guzman stated that staff is currently working on the update of the general plan, the new one will be adopted November of next year (2020) and this is a good time for the stakeholders to attend the meetings and participate.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Vice Chairman Daniel Bazua** to close public hearing regarding Major General Plan Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0394

MOTION: **Commission Member Guillermina Fuentes/Vice Chairman Daniel Bazua** to forward Major General Plan Amendment Case No. 2019-0394 to the City Council with recommendation of DENIAL. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye

Commission Member Guillermina Fuentes Aye
Commission Member Veronica Zavala Aye

3. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC. on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

A. Continuation of public hearing

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending APPROVAL of Major General Plan Amendment Case No. 2019-0395.

Vianey Vega, Vega and Vega Engineering, representing the developer and owner for this case stated the following: "This is an infill project for us, we were here beginning of the year with the rezoning of the first 20 acres, the north half of this property. We rezoned the property and subdivided into 90 lots, project is already been approved by the City Council. We are in the process of beginning construction of the first phase. We are just following the process of coming in front of the commission board and requesting this amendment to the general plant to complete the original plan of developing the other 20 acres of the project. As staff north and west side by surrounds mention the project residential and we have the industrial to the east side. There is a buffer created between the industrial and residential that is required by code. To elaborate on the location of the Medical Plaza as shown on the screen it is lot #1. That is where the medical plaza is under construction, then we have the road and lots on the west side and then the buffer is it under the Industrial Park side that creates the separation of between the residential and industrial."

Commission Member Fuentes asked how many lots are in the second phase. **Mr. Vega** responded there are going to be 90 lots, in phase 1.

Mr. Russ Jones stated that that was the original Pandora box we open that is creating the pressure to think about the future planning. The first 90 lots and the second 90 lots on phase two. He added that If you see the other maps, is there a phase 3 or phase 4? So how many homes is that? What streets are they going to access?

Mr. Vianey Vega explained that the city has already a plan already (traffic light) on Avenue E and 24th. "This development is contributing to that traffic light. There is a per acre cost that has been asses to the project in phase 1 and there will be per acre cost asses to phase two," he added.

Ms. Kay Macuil, City Attorney, stated that the City will be paying half and developers in the area have already started will not be paying. It was estimated that it would cost $510 per acre, and negotiated down to $260 per acre. Therefore, the city will be picking up the remaining cost.

Ms. Elizabeth Carpenter, representing the developer, stated the following: "the traffic light, when we got the approval for the first subdivision, that was told to us at the eleven hour, so we did have to continue that discussion on the final approval for Belleza. Our request was not to negotiate down the amount we have no problem contributing to the traffic light. What we were concern about was the area that was going to pay for the traffic light. We felt that the area should be larger and should include more land on the east and to the south, which would be benefiting from the traffic light. Therefore, it would include more of our land from the east and more of the land from the west, more land to the north and south that was our objection. Furthermore, Carpenter stated that she wants to clarify that we did not negotiate down they offer it to us."

Chairman Marco Pinzon, asked does 24th Street goes all the way to F? **Mr. Guzman** responded yes and it is plan to go all the way to 10th Avenue. In addition, the City is going to be doing a traffic analysis on the area next year.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to close public hearing regarding Major General Plan Amendment Case No. 2019-0395. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0395

MOTION: **Commission Member Javier Barraza / Commission Member Guillermina Fuentes** to forward Major General Plan Amendment Case No. 2019-0395 to the City Council with APPROVAL recommendation. The Motion passed unanimously.

Chairman Marco A. Pinzon requested a roll call vote.

The vote was as follows:

Chairman Marco A. Pinzon	Nay
Vice-Chairman Daniel Bazua	Nay
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396. A request by Vega & Vega Engineering, PLC, to change the land use designation of 493 acres located at the southwest corner of County 24th Street and Avenue D.

A. Continuation of public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report recommending to forward Major Amendment Case No. 2019-0396 to City Council with recommendation of DENIAL.

Ms. Elizabeth Carpenter, owner and representative of the development, stated that they have been working on this development for over 20 years that they have owned this property since 1994. Ms. Carpenter presented a power point presentation to the Commission regarding this project. The power point presentation contain the following information:

1. History of project & Industrial Area Map
2. Magrino Industrial Park
3. Efforts to Create Industrial Demand
4. Letter of Support from GYEDC

5. General Plan Amendment
6. Potential Revenue Generated
7. Impact to San Luis without Major Amendment
8. Major Amendment Map
9. Conclusion

Mr. Richard Ortiz, business partner with Eddie Loo, stated the following: "I have been an investor with the Loo family starting in 2001 -2002 on this specific project. I have been involved in the development in the project. We have funded it, continue to supported and we have brought the best in class industrial developers and industrial feasibility studies to develop this land. He agrees and respects the general plan. They are not asking to throw away the general plan. Nevertheless, we do understand that when you are doing this kind of development there are several pieces that need to be incorporated into this successful development plan. Plans need to be revised subject to the economics on what is happening in the macro market that we want to leave. What we are saying is that needs to be a consideration, that a piece of this that can bring over ten millions of dollars of impact fees at least initially enough to mentioned jobs and commercial development that is going to come out right along with it. What we envision here is an integration and master plan development that has residential, industrial, and commercial. Most of the land will remain industrial."

Mr. Russ Jones stated that he has property within the 600 feet of this project unlike the other two projects that you are considering this evening. "As a property owner, I own 30 acres and have an option on another 10 acres in the undeveloped portion of the Magrino Industrial Park. My initial investment so far has been fifteen million dollars in those projects. I have another building under construction; the Piana Building (old Medocraft Building) is now full. In fact I had a client needed a 100,000 square feet, I did not had the space and when I try to find space in the old Medocraft Building as in totally rented out. The client is going either Mexicali, Calexico, or El Paso because we do not have the space. Another reasons we delay getting that project going because putting the money together for the improvements on 25th Street and Mr. Loo was supposed to be involved in that but at the eleventh hour he pulled out, as of this day he has not put any money on the 25th Street which border on his proposal. So I would at least

hope you approve this, that he will reimburse the Greater Yuma Port Authority for his half off 25th Street. If you do not approve this project, you do not need a school where it is propose, because the Yuma Greater Yuma Port Authority acquire rights of ways and property on the east side of D. That is because there is propose gas lines and some point they talk about a rail corridor. In addition, GYPA purchase enough property to the east of D, to accommodate if there is an opportunity to put rail through San Luis so it meets up with the industrial areas with the Mexican side. I do not know how compatible a school would be with rail, gas lines, and other things."

Mr. Eddie Loo, Sam Group Investment Company, stated that he was not planning to talk today because of his voice. He stated the following: "However, since Mr. Jones said I owe him money I have to stand here to defend my sales. Talking about 25th Street, they got the grant to pay for 25th street and then they come to me for me to put the water on 25th street, I said fine I will do that. However, the problem is this, we were negotiating with a potential user on our 80 acres and I find out from a potential buyer that the jones people offer them seven-thousand dollars cheaper than my land. I got upset, went to the person of the association I said, I do not want deal with you people. You people got a grant and you have the city and money. That is the reason why I did not do the water and not because I pulled back. It was because they cross the line on me. Another thing about traffic, Nogales from the port to the freeway it takes six light stops. On Avenue E and 24th, it is only three stops until the next city. They are using 2,000 truck a day and the city is using maybe 160 truck a day."

Buna George, Executive Director for the Greater Yuma Port Authority, stated that with growth comes change, that is inevitable but the city has to ensure that the changes are maintains the integrity of the city but the designated land uses. Furthermore, George asked the commissioners to protect their current users and investors here in the city. We do not want to hinder the trade that is going between Sonora and Arizona.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Hugo Garcia** to close public hearing regarding Major General Plan Amendment Case No. 2019-0396. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0396

MOTION: **Vice Chairman Daniel Bazua / Commission Member Javier Barraza** to forward Major General Plan Amendment Case No. 2019-0396 to the City Council with recommendation of DENIAL. The Motion passed unanimously.

Chairman Marco A. Pinzon requested a roll call vote.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Nay

5. CALL TO THE PUBLIC.

There was no comment from the public.

6. ADJOURNMENT

MOTION: **Vice Chairman Daniel Bazua/Commission Member Guillermina Fuentes** to adjourn the meeting at 9:50 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/11/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395 and Resolution No. 2110. A resolution of the Mayor and City Council of the City of San Luis amending the 2020 General Plan to change the land use designation of approximately 18.44 acres of land located on the southeast corner of 20th Avenue and County 24th Street from Business to Neighborhood; repealing any conflict provisions; and providing for severability. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2110

SUMMARY:

This request for a Major General Plan Amendment was submitted to the City of San Luis in June 2019 by Vianey R. Vega, P.E. from Vega & Vega Engineering, PLC. Major General Plan Amendment Case No. 2019-0395 is to amend the land use designation of 18.44 acres from Business to Neighborhood. The subject property, south portion of Assessor's Parcel No. 227-115-009, is located on the east mesa of the City of San Luis.

LOCATION:

The general location of the proposed amendment area is bounded by County 24th Street to the north, Avenue E to the east, 20th Avenue (Avenue E 1/2) to the west and County 24th 1/2 Street to the south.

SURROUNDING PROPERTIES:

The property to the west is zoned as Medium Density Residential (R1-6) and is where Bienestar 10 Subdivision will be located. The property to the south is zoned Light Industrial (L-I) and is vacant land. On the east, Southwest Arizona Industrial Subdivision is located with industrial vacant lots and one commercial lot where a future 75,000 square feet medical mall is currently under construction.

The 20 acres north of this property was originally designated as Business in the City of San Luis 2020 General Plan and was zoned as Light Industrial (L-I). The owner wanted to change the zoning to Medium-High Density Residential (R1-6) for the construction of a residential subdivision to be called Belleza Del Desierto Subdivision Phase 1. In order to do the zoning change, the land use designation had to be compatible with the proposed zoning district. The amendment and rezoning were approved as well as the subdivision plat.

INTENT OF AMENDMENT:
The reason for the requested General Plan Amendment is to rezone the property to Medium-High Density Residential (R1-6) and develop it as Phase 2 of Belleza Del Desierto Subdivision.

LAND USE DESIGNATIONS:
The current General Plan land use designation of Assessor's Parcel No. 227-15-019 is Business. The designation is planned for areas suitable for higher intensity commercial, office, employment, and appropriate industrial uses. The permitted zoning districts within this land use designation are Neighborhood Commercial (C-1), Community Commercial (C-2), Light Industrial (L-I) and Heavy Industrial (H-I). The property is zoned as Light Industrial (L-I).

The proposed land use designation for this property is Neighborhood. The intent of this designation is to allow residential, neighborhood type commercial, community services/facilities, parks, open space, schools, and master-planned communities. The residential uses may include single-family detached units, single-family attached units, townhouses, condominiums, and apartments. The permitted zoning districts within this designation are Low and Medium Density Residential (R1-12, R1-8, R1-6), Medium-High Density Residential (R-2), High Density Residential (R-3), Neighborhood Commercial (C-1), Mixed Use (MU), Residential Planned Unit Development (R-PUD), Manufacture Home (MH), Recreation Vehicle (RV), and Open Space Conservation (OSC) zoning districts.

APPLICATION PROCESS:
The City of San Luis General Plan provides a shared vision of San Luis's future for city decision-makers, residents and others working with the city. It includes 14 elements that, taken together, provides a blueprint for growth and development that will enhance the life of San Luis residents and businesses. All parts of the General Plan are related and should be collectively applied. For this reason, proposed amendments to the General Plan will be analyzed in a comprehensive manner.

Pursuant to ARS 9-461.06G, a major amendment is defined as a "substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing General Plan land use element."

Major Amendments to the General Plan are considered once each year pursuant to ARS 9-461.06G. Major Amendment applications must be submitted within the same calendar year they are being considered at a single public hearing. A Major Amendment shall be approved by an affirmative vote of at least two-thirds of the members of the City Council.

CUMULATIVE EFFECT:
All amendments must be considered concurrently in order to evaluate their cumulative effect on the General Plan. This application is being reviewed as part of the annual cycle of General Plan amendments along with two other applications:

1. Major General Plan Amendment Case No. 2019-0394
2. Major General Plan Amendment Case No. 2019-0395 (this Case)
3. Major General Plan Amendment Case No. 2019-0396

The three (3) applications should be reviewed for their cumulative land-use impacts because they are in the vicinity.

AGENCY REVIEW AND PUBLIC COMMENT:
As required by State Statute (A.R.S. §9-461.06(D)), a notice of this proposal was sent to relevant government agencies for their review. The 60-day review period ended on September 9, 2019.

During this period, comments were received from the following agencies:

- Arizona Department of Transportation (ADOT) Southwest District

- Marine Corps Air Station Yuma

The comment from ADOT received concerned request for additional information (Traffic Impact Analysis), once future development proposal for the subject property is submitted. This application does not include specific improvement proposals and only concerns the land use of the parcel.

Notice of this proposal was also sent to all property owners within the notification area (8 letters). No public comments were received during the public comment period.

CITIZEN REVIEW MEETING:
In accordance with State Statute (A.R.S. §9-462.03) and City Code (§152.040(C)), a Citizen Review meeting was held at City Hall on October 1, 2019, at 6:00 p.m.

The purpose of the Citizen Review meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. There were no people from the public present.

PLANNING AND ZONING COMMISSION:
Arizona Revised Statutes (A.R.S. §9-461.06(E)) requires that cities over 25,000 in population must hold two (2) public hearings for any Major General Plan Amendment. The two (2) or more public hearings must be held in two (2) different locations on two (2) different dates. The first Public Hearing for this request was held on October 8, 2019, at the San Luis Cesar Chavez Cultural Center. The second Public Hearing was held on October 15, 2019, at the San Luis Council Chambers. The minutes from both meetings are attached.

The Commission recommended approval of the request as recommended by staff. The Commission voted 4 ayes and 2 nays. However, after more research and based on the recommendation from Matrix Design Group that no action should be taken on this item until the General Plan Update has been adopted, staff is now recommending denial of this application.

APPROVAL CRITERIA:
As per San Luis City Code §152.047(E), in determining whether the proposed Major General Plan Amendment shall be approved, the Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan - Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:
   a. Significantly altering acceptable existing land use patterns,
   b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
   c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems; or
   d. Affecting the livability of the area or the health and safety of the residents.

4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.

GENERAL PLAN ANALYSIS:
The City of San Luis General Plan 2020 sets forth the city's land use doctrine. The General Plan guides

and directs all city land-use decisions. Furthermore, State Law requires that any project must be consistent with the General Plan.

As per San Luis City Code §152.047(E), in determining whether the proposed General Plan Amendment shall be approved, the Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan - Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

The San Luis Land Use Plan provides a framework to accommodate future growth in a well-managed and sustainable way. The Land Use Element designates the proposed general distribution, location and extent of such land uses as housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and such other categories of public and private uses of land as may be appropriate to the City of San Luis.

The Growth Area Element, states that proactively directing growth is essential to efficiency using available infrastructure and promoting a sustainable community. This element identifies areas that are particularly suitable for infrastructure expansion, multi-modal transportation and improvements designed to support planned concentration of a variety of land uses such as commerce, industry, and residential neighborhoods.

Various locations described below are identified as growth areas due to their location and the existence of all or some of the infrastructure necessary to support new construction.

Residential Growth Areas:
Two (2) areas are specifically identified for residential growth and expansion:

- County 24th Street- Additional single-family neighborhood development is planned for privately-owned lands north of County 24th Street, east of 10th Avenue and west of Avenue E 1/2.
- North San Luis- The area north of Cesar Chavez Boulevard, south of County 22nd Street and between 10th Avenue and Avenue F is identified for neighborhood and supporting retail development.

Commercial Growth Areas:
San Luis II Commercial Port of Entry North

- This high priority growth area is critically important to commercial and service expansion in support of the San Luis II Commercial Port of Entry. This modern port of entry opened in November 2010. Private land ownership and access limitations along Avenue E create opportunities for development along the Avenue E Corridor.

<u>Conclusion:</u>
These two (2) overarching elements of the General Plan specifically prohibit the conversion of employment lands to residential uses unless the proposed site is in a Residential Growth Area. However, this specific area is designated as a growth area for residential on the General Plan, but it will have industrial properties to the south and east.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

The amendment constitutes an overall improvement to the General Plan as it aligns it with the original purpose of the area as a Residential Growth Area. However, any change to the General Plan can alter the overall land use mix within the city and thereby affect future city services and resources.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:

a. Significantly altering acceptable existing land use patterns.

Analysis:
The San Luis Land Use Plan provides a framework to accommodate future growth in a well-managed and sustainable way. The Land Use Element designates the proposed general distribution, location and extent of such land uses as housing, business, industry, agriculture, recreation, education, public buildings, grounds, open space, and such other categories of public and private uses of land as may be appropriate to the City of San Luis.

Conclusion:
The Growth Area Element, states that proactively directing growth is essential to efficiency using available infrastructure and promoting a sustainable community. This element identifies areas that are particularly suitable for infrastructure expansion, multi-modal transportation and improvements designed to support planned concentration of a variety of land uses such as commerce, industry, and residential neighborhoods. This area is designated as a Residential Growth Area and is located at the border of a Commercial Growth Area.

b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas.

Growth areas play a significant role in obtaining economic development goals for business and service expansion and revenue generation.

Conclusion:
Staff, as directed by the General Plan, strongly supports the preservation of the industrial land in the city in order to ensure that future job opportunities of this type will occur.

c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems; or

Analysis:
The Growth Area Element, states that proactively directing growth is essential to efficiency using available infrastructure and promoting a sustainable community. This Element identifies areas that are particularly suitable for infrastructure expansion, multi-modal transportation and improvements designed to support planned concentration of a variety of land uses such as commerce, industry, and residential neighborhoods.

Conclusion:
As previously mentioned the General Plan strongly supports the preservation of the industrial land in the city in order to ensure that future job opportunities of this type will occur.

d. Affecting the livability of the area or the health and safety of the residents.

Matrix Design Group is working with the city on the General Plan Update, any change prior to the adoption of the General Plan Update can alter the overall land use mix within the city and thereby affect future city services and resources.

4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.

The amendment is generally consistent with the General Plan's overall intent, vision, goals and

objectives. However, Matrix Design Group is working with the city on the General Plan Update, any change prior to the adoption of the General Plan Update can alter the overall land use mix within the city and thereby affect future city services and resources.

RELEVANT STUDIES, PLANS, & DOCUMENTS:
The following studies, plans, and documents were reviewed by staff so that any pertinent recommendations could be taken into consideration in this analysis. All documents are consistent with the proposed use of Avenue E as a commercial truck route and having the appropriate land use designation of Industrial along said Avenue:

- City of San Luis 2020 General Plan
- City of San Luis Traffic Circulation Study
- City of San Luis Small Area Transportation Study
- San Luis II Land POE
- YMPO Regional Transportation Plan 2018-2041
- Yuma Regional Transportation Coordination Plan
- Binational Transportation Study
- Yuma County Comprehensive Plan
- City of Yuma General Plan
- City of Yuma Transportation Master Plan
- City of Somerton General Plan
- City of Somerton Small Area Transportation Study
- City of Somerton Transportation Plan Update
- Programa de Desarollo Urbano del Centro Poblacion, San Luis Rio Colorado, Sonora
- Arizona-Sonora Border Master Plan
- Arizona Trade Corridor Study
- Arizona Multi-modal Freight Analysis Study
- Arizona State Freight Plan
- ADOT, Yuma ASH Environmental Assessment

STAFF RECOMMENDATION:
Staff recommends DENIAL of Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

Staff recommended approval to the Planning and Zoning Commission, however, after more extensive research and the recommendation from Matrix Design Group, staff changed the recommendation to DENIAL. Matrix Design Group recommends that Council does not approve any general plan amendments until the adoption of the General Plan Update because any change can alter the overall land use mix within the Municipal Planning Area and thereby affect future city services and resources.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
1. Staff presentation
2. Call to the public on this item

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO DENY APPROVAL OF RESOLUTION NO. 2110

N/A

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2110
Location Map
Major Amendment Cases
Narrative Statement
Conceptual Plan
Arizona Department of Transportation Comments
Marine Corps Air Station Yuma Comments
Matrix Design Group Letter
Planning and Zoning Commission Minutes of October 8, 2019
Planning and Zoning Commission Minutes of October 15, 2019

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2110

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS AMENDING THE 2020 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 18.44 ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF 20TH AVENUE AND COUNTY 24TH STREET FROM BUSINESS TO NEIGHBORHOOD; REPEALING ANY CONFLICT PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, the City of San Luis pursuant to Resolution No. 452 adopted the General Plan of the City of San Luis on or about the 27th day of December, 2001;

WHEREAS, Sam Group Investment Company, LTD, applied for a Major Plan Amendment to change the Land Use Designation on 18.44 acres of land located on the northeast corner of 20th Avenue and County 24th Street from Business to Neighborhood; as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held public hearings on this proposed amendment on October 8, 2019 and October 15, 2019 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 amendment on November 13, 2019 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2020 General Plan is hereby amended to change the Land Use Designation from Business to Neighborhood for 18.44 acres located at:

> Southwest Arizona Industrial Sub Phase 1 lot: 14 Quarter, Northeast of Section 15, Township 11 South Range: 24 west of the Gila and Salt River Base and Meridian, Yuma, Arizona.

[Remainder of this page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2019.

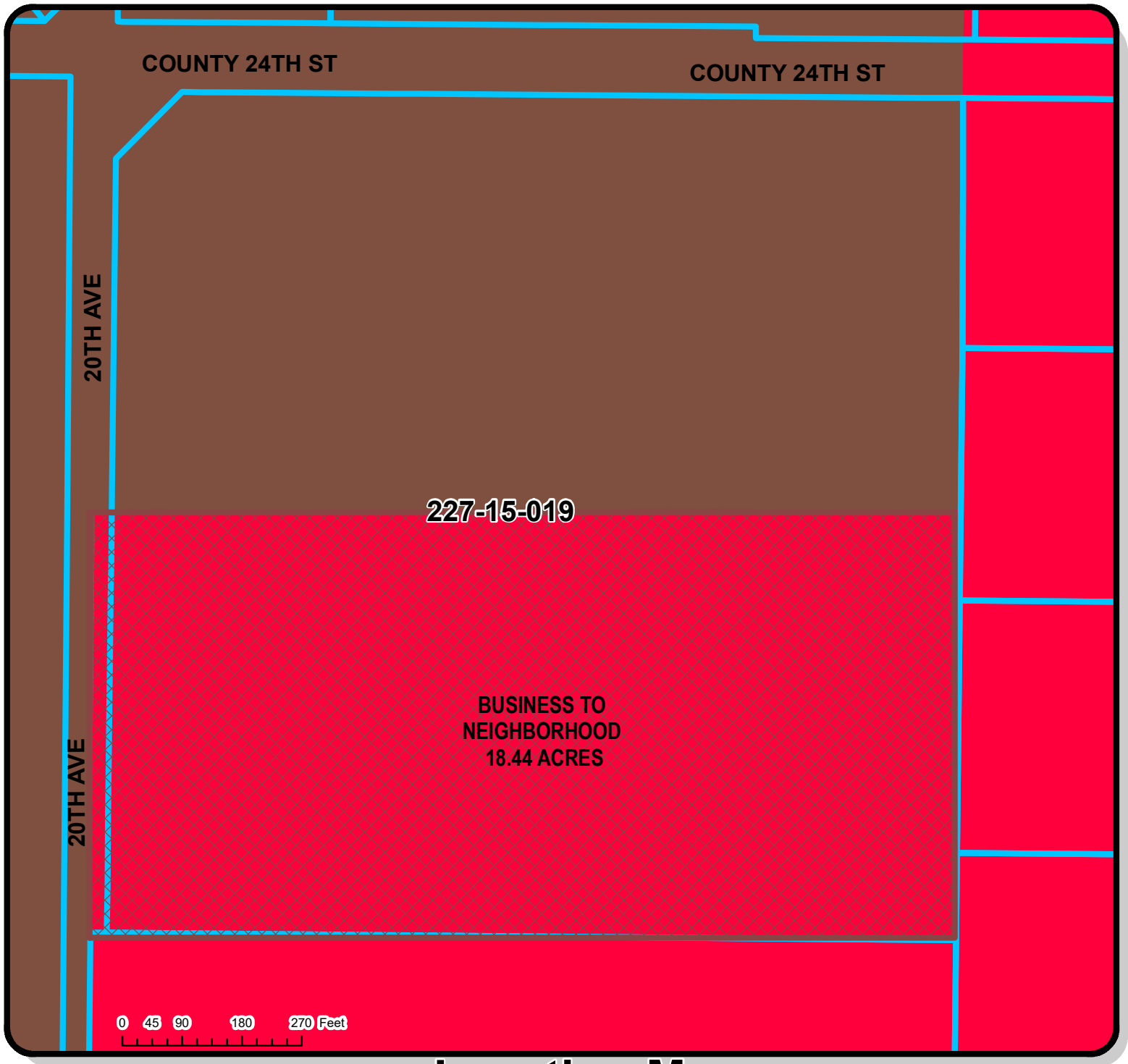
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Macuil, City Attorney



Location Map

LOCATION OF SUBJECT PROPERTY

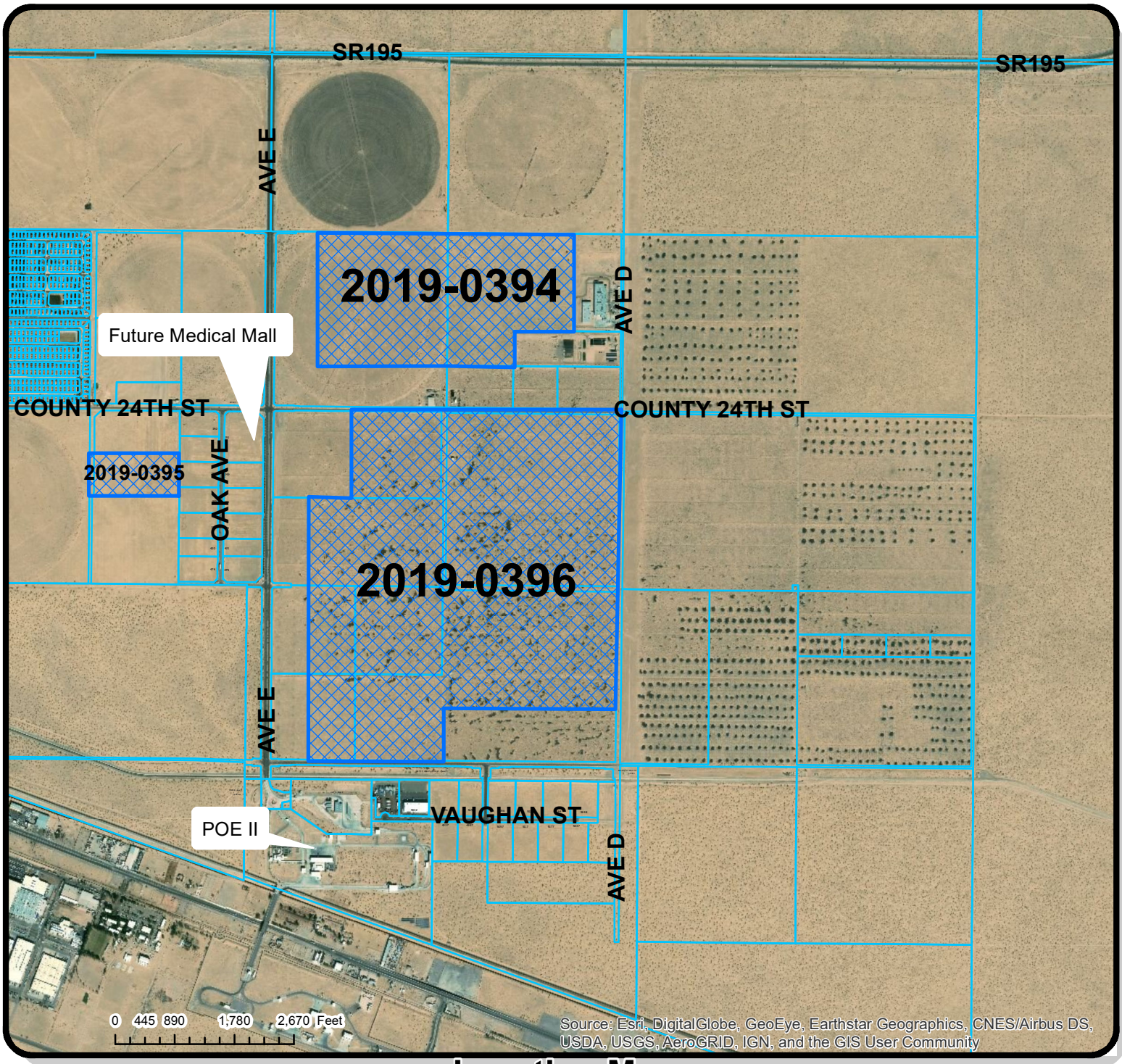
Assessor's Parcel No. 227-15-019

MAJOR AMENDMENT

LAND USE

- NEIGHBORHOOD
- BUSINESS

Date: 10/7/2019	PLANNING & ZONING	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0395
Checked By: ROMAN PACHECO	GIS	**APPROVED BY:** JOSE A. GUZMAN	



LOCATION OF SUBJECT PROPERTY

Location Map

MAJOR AMENDMENT

MAJOR AMENDMENT CASES

Date: 10/10/2019	PLANNING & ZONING	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0394, 2019-0395, 2019-0396
Checked By: ROMAN PACHECO	GIS	**APPROVED BY:** JOSE A. GUZMAN	

VEGA & VEGA
ENGINEERING, P.L.C.

1846 S. 8th Avenue
Yuma Az. 85364
928-329-0000 tel
928-247-6232 fax
VnV@vegaNvega.com

June 13, 2019

City of San Luis
Department of Development Services
Community Planning

Re: Major Amendment to the General Plan and Rezoning Request for Belleza del Desierto Phase 2
Narrative Statement.

Dear Sir or Madam:

This is the Narrative statement for the above-mentioned project:

The request for Major Amendment to the General Plan is for the southern portion of APN 227-15-019, being 18.44 acres from Business land use to neighborhood land use. (See attachment "A").

1) The development pattern contained in the existing San Luis General Plan— Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment;
This major amendment will allow property to be developed as phase 2 of the residential subdivision Belleza del Desierto to complete the residential development

2) The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time;
This development will provide 90 additional residence creating additional temporary jobs and developments fees for the City.

3) The amendment will not adversely impact the community as a whole or a portion of the community by:
There will be no impact since property will develop as the phase 2 of the subdivision Belleza del Desierto and will be compatible with area.

a) Significantly altering acceptable existing land use patterns;
The proposed use will be compatible with the surrounding area.

b) Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may be impact development in other areas; **All services are existing within the area they just need to be extend when the project develops.**

c) Adversely impacting existing or previously planned uses through increased traffic generated by proposal on existing system; or **The proposed use will be compatible with the surrounding area.**

d) Affecting the livability of the area or the health and safety of the residents. **The proposed use will be compatible with the surrounding area.**

VEGA & VEGA
ENGINEERING, P.L.C.

1846 S. 8th Avenue
Yuma Az. 85364
928-329-0000 tel
928-247-6232 fax
VnV@vegaNvega.com

4) The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances. **The amendment is consistent with the General Plan's overall**

If the request for the for Major Amendment to the General Plan is approved, the intent is to develop land as Belleza del Desierto Subdivision Phase 2, with a future zoning designation R-1-6 and to be develop as single residential residences with lots minimum 6,000 sf.

If you have any questions or need any further information don't hesitate in contact us.

Sincerely

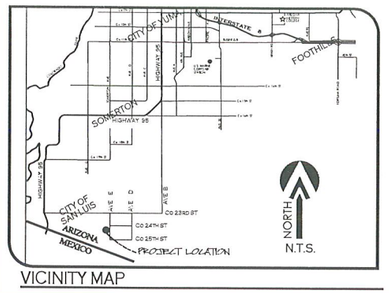
Vega & Vega Engineering, P.L.C.



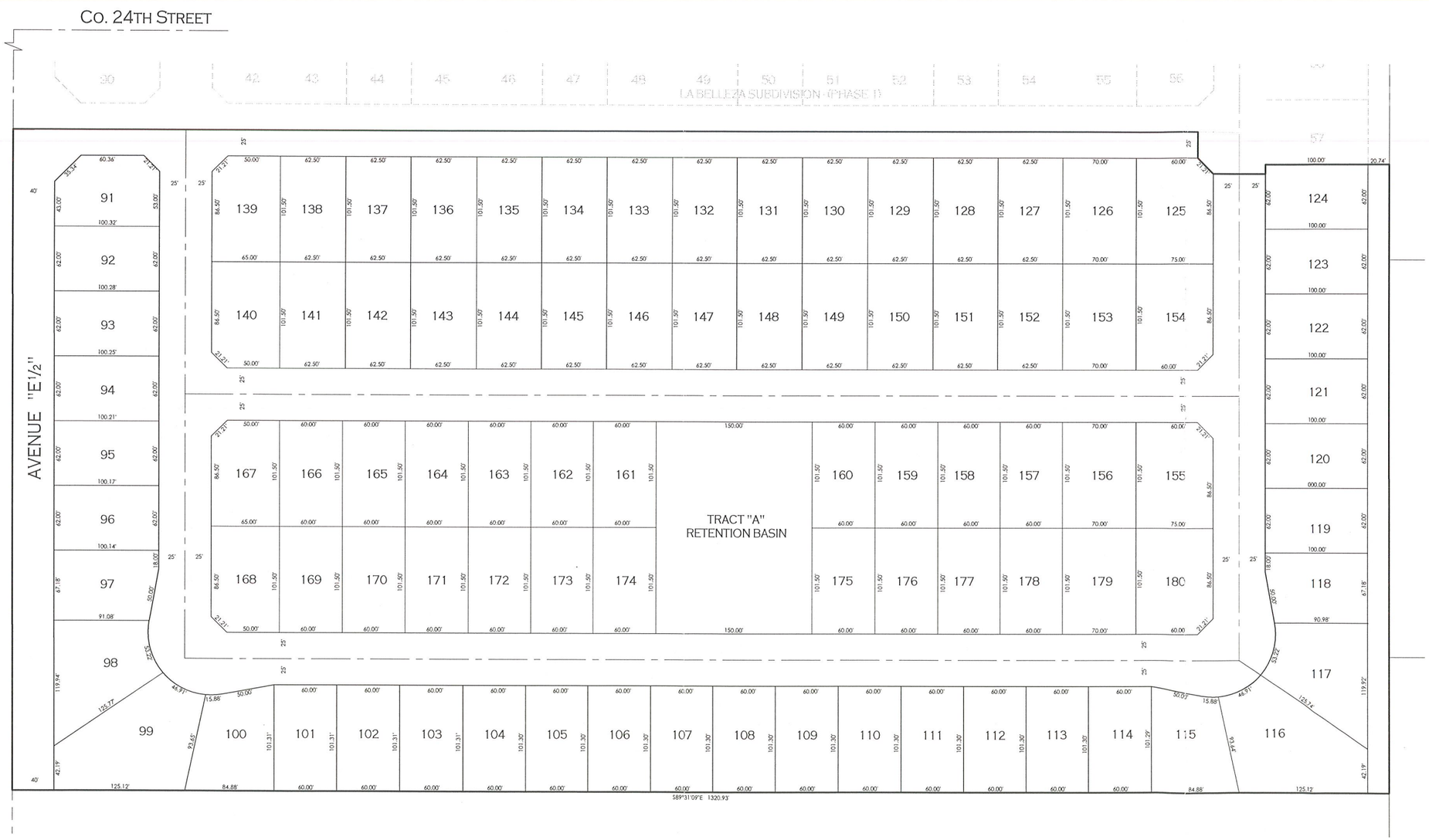
Vianey R. Vega, P.E.

LA BELLEZA SUBDIVISION - (PHASE 2)

CONCEPT DESIGN



VICINITY MAP



NORTH

SCALE: 1"=50'

ELABORATED BY:

VNV12-360

VEGA & VEGA ENGINEERING PLC
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

Jose A. Guzman

From: Roman Pacheco
Sent: Tuesday, September 3, 2019 11:25 AM
To: Jose A. Guzman
Subject: FW: [EXTERNAL] Fwd: Major Amendment Case No. 2019-0395-ADOT Southwest District Comments
Attachments: DOC071119-003.pdf; MA-2019-0395.pdf; MAJOR GENERAL PLAN-MAP.pdf

FYI

From: Isabell Garcia <igarcia@azdot.gov>
Sent: Tuesday, September 3, 2019 11:23 AM
To: Roman Pacheco <RPacheco@sanluisaz.gov>
Subject: [EXTERNAL] Fwd: Major Amendment Case No. 2019-0395-ADOT Southwest District Comments

Hello, below are the ADOT Southwest District's comments on Major Amendment # 2019- 0395:
"ADOT Southwest District has no comment on the proposed land change; however, we would like to request a Traffic Impact Analysis (TIA) be completed once there is a specific development. We would like to assess the potential impacts a new development would have on the intersection of State Route 195 and Avenue E. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Thank you,

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov

---------- Forwarded message ---------
From: **Roman Pacheco** <RPacheco@sanluisaz.gov>
Date: Thu, Jul 11, 2019 at 5:46 PM
Subject: Major Amendment Case No. 2019-0395
To:

Good evening All-

Please find attached Major Amendment Case No. 2019-0395 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Roman Pacheco

Planning Technician

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

P: 928.341.8563 Ext. 2047 | F: 928.341.8599

www.cityofsanluis.org



Roman Pacheco

From: FINCH CIV Mary Ellen <mary.e.finch@usmc.mil>
Sent: Tuesday, July 16, 2019 7:44 AM
To: Roman Pacheco
Cc: Black CIV Gabriela L
Subject: [EXTERNAL] RE: Major Amendment Case No. 2019-0395

Good morning Roman,
I have reviewed Major Amendment Case 2019-0395 and this parcel is approximately 8.06 miles from the Barry M. Goldwater Range boundary. As such we would have no objection to this redesignation from Business to Neighborhood.

Thank you for the opportunity to review and comment.

Mary Ellen

-----Original Message-----
From: Roman Pacheco [mailto:RPacheco@sanluisaz.gov]
Sent: Thursday, July 11, 2019 5:46 PM
Subject: [Non-DoD Source] Major Amendment Case No. 2019-0395

Good evening All-

Please find attached Major Amendment Case No. 2019-0395 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Roman Pacheco

Planning Technician

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

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www.cityofsanluis.org <http://www.cityofsanluis.org/>

Matrix Design Group, Inc.
2020 N. Central Avenue, Suite 1140
Phoenix, AZ 85004
O 602.288.8344
F 602.324.8985
matrixdesigngroup.com

November 6, 2019

City of San Luis
Jose A. Guzman
Director of Planning and Zoning
1090 E. Union Street
San Luis, Arizona 85349

RE: Major Future Land Use Map Amendments

Dear Mr. Guzman:

As you are aware, Matrix Design Group is currently working on the update of the City of San Luis General Plan with an anticipated completion date in early 2020 and general election date of November 2020. It has come to our attention that applications for several major Future Land Use Map amendments have been submitted to the City as part of the City's 2019 Major General Plan Map Amendment process. These are generally large properties which are currently designated as commercial or industrial uses, but are being proposed as residential use. Our understanding is that they have been heard by the Planning and Zoning Commission and are scheduled to be heard by the City Council on November 13th.

Considering the timing of the City's general plan update, which will include an update of the Future Land Use Map, we believe a prudent course of action would be the following:

- The City Council hold the public hearing scheduled for November 13th and receive input from the public. This would satisfy the statutory requirement for the public hearing to be held in the calendar year that the application is filed.
- The City Council continue the applications for future Council action in conjunction with, or following, adoption of the San Luis General Plan 2040 update. The Future Land Use Map is currently being analyzed and discussed with City staff for potential changes based on research done to date. The requested amendments should be evaluated as part of the overall Future Land Use Map context, as those changes can alter the overall land use mix within the Municipal Planning Area and thereby affect future City Services and resources. In addition, any public input received at the November 13th hearing can be considered in relation to the general plan update.

Matrix has received the applications from City staff and they are being evaluated as part of the current general plan update efforts. The changes being requested may be included with or without modification in the updated Future Land Use Map if the evaluation is favorable within the context of the entire plan.

Please let us know if you have any questions.

Sincerely,

Martin Scribner, AICP, CFM
Principal Associate
Matrix Design Group

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
OCTOBER 8, 2019
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:10 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE: Pledge of Allegiance was led by Chairman Marco A. Pinzon.

PRESENT:
Chairman Marco A. Pinzon
Commission Member Daniel Bazua
Commission Member Javier Barraza
Commission Member Hugo Garcia
Commission Member Guillermina Fuentes
Commission Member Veronica Zavala

ABSENT:

Staff Present:

Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Kay Macuil, City Attorney
America Cano, Administrative Coordinator
Eulogio Vera, Public Works Director

Others Present:

Buna George, Greater Yuma Port Authority
Christian Cuevas, Interpreter
Elizabeth Carpenter
Frank Rascon, Industrial Park Association
Gloria Torres, Council Member
Joe Harper, Resident
Mario Jauregui, San Luis Industrial Park
Mark Concha, Riedel Holdings, AZ, LLC.
Najeh K. Edais, Edais Engineering, Inc.
Olivia Jenkins, Riedel Holdings AZ, LLC.
Nieves Riedel, Riedel Holdings AZ, LLC.
Russel L. Jones, RL Jones
Susan K. Thorpe, Yuma County Administrator

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held September 10, 2019.

MOTION: **Vice Chairman Daniel Bazua/ Commission Member Hugo Garcia** to approve the consent agenda as presented. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye

Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. ITEMS REQUIRING DISCUSSION AND/OR ACTION – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

4. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394. A request by Edais Engineering, Inc. on behalf of San Luis Port, LLC, to change the land use designation from Business and Industrial to Neighborhood for 164.76 acres located at the northeast corner of Avenue E and County 24th Street.

A. Open public hearing
MOTION: **Commission Member Javier Barraza/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation
Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019.

Najeh Edais, Edais Engineering, San Luis running out of residential land. When we were considering this piece of property located north of 24th Street and this piece of property is far from border. The chance to ever developing for Industrial is very rare. Leaving this land vacant

for a very long time is not beneficial to the City of San Luis and its citizens. This is good for us because there is a need for residential development and it is far from industrial activity and far from the border. As you see, we are not changing the business part for the commercial. The corridor along Avenue E it is going to remain as commercial. We think this is very viable for the city to have businesses such as gas stations, hotels and strip shopping centers to support traffic that goes back and forth into the port. Therefore, we are leaving corridor along Avenue E and along 24th street as commercial. Furthermore, Mr. Edais stated that they are working for what is best for that area.

Commission Member Guillermina Fuentes, asked what is the distance from the corridor from Avenue E and 24th Street. **Mr. Edais** responded about 1/8 of mile (660 ft.). Furthermore, Fuentes stated that the reason why she was asking that question is that because people starting to asking how far or is this going to be right on Avenue E and County 24th Street. **Edais** responded that the area behind them is what they are suggesting to be residential.

Peter Gill, 1451 South Adams Street, Yuma, Arizona, Stated that his father-in-law is Stephen Shadle, the property owner. We been working for many years to do a development plan for this property, playing with medium density housing, low and high density. This is more of a combination of those efforts of those many years.

Russel Jones, 3644 West Brandi Lane, Yuma, AZ, representing RL Jones Properties a company that owns almost over half of Magrino Industrial area that has been developed so far. We already invested between ten to fifteen million dollars in improvements to that area and have plans to do other improvements so obviously what happen to the industrial properties there and its values are very important to us. This particular project is not within the normal distance to be considered so I am coming from a different perspective on this. When Charlie Urtuzuastegui and myself signed the papers to apply to become a City of San Luis. One of our first projects was the Industrial Park that is currently in the City of San Luis and that is because the original group felt that if we do not have meaningful jobs in San Luis is was going to hurt us because the way that taxes work in Arizona. Housing does not pays its full way, I am sure you all know that. The taxes and things that it pays at a state level do not cover the cost supervising public services the housing. Therefore, you need the commercial and industrial at the tax rate that they pay. In addition, the rate they pay for electricity and everything else which keeps everything else flowing. As you consider this different projects I would ask you to look at the requirements and lets not do like we did on Juan Sanchez/Cesar Chavez and have all these stop signs and stop lights nothing is coordinating. Everybody in town tries their best to avoid Juan Sanchez/Cesar Chavez because of that, let us not do that to Avenue E, there has to be a balance.

Mario Jauregui, County Resident, stated that he is a long time resident of San Luis. He is been a member of this community since he was 11 years old. His business partner Henry Chavez and

himself own a business here in San Luis were hundreds of trucks come in and out of our facility it is about 17 acres. We found ourselves that is not enough. Therefore, we purchase 13 acres of the Magrino Industrial Park. We are in the process right now of building a 25,000 square new building (Phase 1). The Commercial Port of Entry is a huge asset that we have and we cannot jeopardized. This last year for the first year in ten years we have 28% growth in commercial import in this port and we foresee this increasing in the next 5 years. Right now as we may see 300 trucks on Avenue E, you are going to see 400 next year and 1,000 trucks on Avenue E within the next 4 years. Avenue E and Industrial Park are adjacent to Customs Commercial Port of Entry are such a critical part of this community. We are going to be employing a whole lot more people with long term and well-paying jobs. Most of you can picture where we are right now, surrounded by housing and how inconvenient it is for everybody. we do not want to see that happen be close to housing. That needs to be limited access it is going to be very dangerous. Growth exits me, I want to see more houses been built it is just a critical part.

Gary Magrino stated that he is one of the funders of this. There is no industrial opportunities in South County. I am not connected with anybody here I am on the board of the Greater Yuma Port Authority and I can let all of you know that the Greater Yuma Port Authority has authorize me to say that they are very concern about this action. I am a business director of the Cocopah Tribe who do own property in the Industrial Park. When we first came out here and found the old cattle crossing, we thought it would be an easy place to put a commercial port because there was already cattle going across. We found that there was still a five-year adventure with the presidential permit. When we put the Industrial Park in, if you think about it like a heart, it is the economic pump. In addition, the only thing that feeds the heart is Avenue E. The three spots, 25th, 24th and up to 23, limited access. When we put in the I95 going up to Yuma, limited access. We wanted to ensure the trucks coming from through San Luis would have a safe way to get across this property and an expeditious way to get to the freeway. **Mr. Magrino** furthermore, stated that another thing that really scare him is a school district on Avenue E.

Chairman Pinzon stated that the traffic would always be an issue. We hope that one day it is done in a good way for everyone, in a way there is not too much congestion.

<u>MOTION</u>: **Commission Member Guillermina Fuentes/Commission Member Hugo Garcia** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC. on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

A. Open public hearing
MOTION: **Commission Member Javier Barraza/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation
Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case

No. 2019-0395 to the Planning and Zoning Commission meeting of October 15, 2019.

Vianey Vega, Vega and Vega Engineering, representing property owner for this case. This amendment is to complete second phase of Subdivision that they are going to start construction in the next couple of weeks. We are going to the final approval stages with the city to get first phase under construction. The project started trying to develop all 40 acres at one phase but because of the rezoning and amendments to the general plan we had to break the project into two phases. The first phase was rezone and it was design to residential R1-6 lots, we have about 90 lots that will be constructed in that phase. The requirement on the second phase was that we needed to apply for a major amendment to change the land use designation to neighborhood and be able to rezone the property to develop the second phase of the residential area. The property would have residential to the west eventually all 40 acres would have residential to the north and right now to the east, we have that existing Industrial Park. A buffer has been created on the east side on the phase 1 to separate residential and industrial and we will do the same on this second phase.

Vice Chairman Bazua, asked if this property is to the west of Avenue E? Vega, responded that is correct. It is located south of County 24th Street, about ½ of mile up to the west property line.

Russell Jones, RL Jones, stated that the Medical Center facility is kind of a stretch to call it industrial; it is a commercial application that is going to bring a lot of traffic to enclose proximity to Avenue E. My observation is we do already see traffic from the housing on Avenue F would come back if they are going to Yuma they would come down on County 24th or 23rd ½ and they will access Avenue E for stop sign and they will proceed down to get on 195 to go into Yuma. The medical facilities will bring additional traffic. I cannot urge you strongly enough in whatever you decide to do whatever you require the developer to do. When I added all up, we are looking 1,250 homes. We are talking 5 to 7 thousand people. Let make sure that the traffic it is on Avenue E and on County 25th, we maintain that. What happens on D and F Street it is a different story but let us keep E sacrosanct and preserve.

Commission Member Veronica Zavala asked what the hours of operation for the Port. **Jones** responded that we are from 7:00 a.m. to 7:00 p.m. and in the future, we will have Sunday hours and expand to 9:00 p.m. for trucks. **Zavala** asked Mr. Jones if

he had a land available for industrial next to your building. **Jones** responded that he had two facilities built and has a great deal of demand that we might be starting a fourth one.

MOTION: **Chairman Marco A. Pinzon/Vice Chairman Daniel Bazua** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0395 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396. A request by Vega & Vega Engineering, PLC, to change the land use designation of 493 acres located at the southwest corner of County 24th Street and Avenue D.

A. Open public hearing
MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye

Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case No. 2019-0396 to the Planning and Zoning Commission meeting of October 15, 2019.

Vianey Vega, Vega and Vega Engineering, representing owners for this property. My clients owns 80 acres industrial subdivision just to the east of Avenue E, where that medical facility is under construction. The land where the medical facility is right now is always been commercial and that is the way is being develop it was never industrial. The remaining of the 80 acres is light industrial and its own by my client and it has been develop for the past 5 years. In addition, we have not had really a lot interest of the industrial area. We this 640 acres that we have and seen the lack of residential of land in the City of San Luis we are proposing to provide that land is need for visional residential. I do appreciate the public input they had good points as far as traffic and access point along the main corridor, which is Avenue E. the corridor will remain past proposed with the access point they are at this time. The city would not allow any additional access along that corridor and we are working around that. Therefore, we are planning an amendment around that, creating a commercial buffer along Avenue E., also we are providing 100 acres along Avenue E that will be dedicated for Commercial. There is a concern on County 25th were we are providing for that as well a buffer that is creating 100 acres along County 25th of industrial to create a buffer between County 25th . Therefore, we are protecting the main corridors with the use that it was planned for that area Commercial and Industrial. For the interior, we are proposing to do the change to the neighborhood use to allow residential. There is a need for residential land in the City of San Luis and we feel that this is a good area. In addition, if there is a need for additional industrial land in the area my client is the owner of the 640 acres to the east on

Avenue D where we can look into providing additional industrial if needed. We feel that this is a good plan that we are presenting that will come and create those buffers that are required.

Commission Member Barraza asked how many potential lots and trips per day. Mr. Vega responded between 6-8. **Barraza** mentioned that he sees the increase of traffic and that is a concern that we should look into it. **Vianey** stated that with growth comes challenges and with all this new propose developments of you will need new improvements, to mitigate all these growth. The city needs to grow and the improvements need to be in place to allow the growth.

Mario Jauregui stated that he was just recently in Salinas, California visiting a potential customer and as I was talking to him one of his main concern was getting trucks coming to San Luis that has been really difficult for our customers. They come in to Yuma but to come down to San Luis it is been a struggle. We are doing our best to tell them we have a limited access highway, 20 to 25 minutes and you can be from interstate eight to the Industrial Park. This is getting us nervous because we obviously do not want jeopardize that corridor. Therefore, whatever we do as a community we just need to make sure that is well protected.

Russel Jones – stated that he conditionally would of object to the rezoning for the following reasons: 1.) is 25th Street. When the Industrial Park was develop, the GYPA got a state grant. City of San Luis, Cocopah and everybody that collaborates. As wells as the initial tenants (Myself, Henry Chavez, Mario and Frank) we had to put considerable monies of our own, specially to finish 25th Street. Because the property owner that is been consider here, never contributed their share of 25th Street. My question to you is who is going to pay for D, who is going to pay for the overpass, how are we going to keep the integrity of E and 25th Street if we are going to add that many cars who trips 25th Street. We already paid our share in the Industrial Park and those property owners for what we have and for what we are doing. My questions is who is going to pay for the other entire infrastructure so that we can keep E and 25th flowing and not dangerous. So that is why I said conditionally objected to this because until I see evidence that there is the funds for the infrastructure.

Frank Rascon stated one of his frank business has been here in Arizona since 1992 and before that my father had a shop here and has been for quite longer. We have some property there in the Industrial Park, we worked very hard along everybody else to develop that, and I personal feel that home development in the city is

important and that needs to happen. We need to make sure that we consider a nice healthy solution for ingress and egress off Avenue E. What is been propose it sounds to me like four stops lights along the way in about a two mile run. It is what it is trucks slow down pick up speed, it get dangerous. We are promoting the Port and it is taking a long time to get it there but we are finally seem growth and it is going to get bigger. In addition, I am not against the houses just against the concepts that the houses causing dangerous to the public.

Elizabeth Carpenter, owner and representative of the partner that belongs to the group that owns the 640 acres that we have propose for major amendments. I have lived this project for the last 20 years. You can see over 20 years period how long it has taken to give as far as we have. It is a long time to hold on to a piece of property and not able to see some fruits of your labor. We put a lot of thought on what we want to do with this piece of property taking in consideration for the possibility for industrial and commercial in conjunction with residential. We understand the concerns of the traffic, we are mindful of what it can do to the area and what can enhance the area. First of all nobody thought about the schools for all of the residences that are in this area. We have committed to donate a minimum of 10 acres now to the Somerton School District. Most people do not know that this area is within the Somerton School District. What we planned to do with that area – the area we are donating is not on Avenue E. This area is located on County 24th east side, because that is where we have land available to do it. We planned for parks, stuff like this that will contribute to the life style in the community out there. We have almost 14 hundred acres out there, which we own. Therefore, there is plenty of land to go for industrial and residential and be a good mix. Along County 25th Street, it is Industrial, and along Avenue E, it is Commercial. We have no plans to petition to have other access roads other than what it is already designated. San Luis has no property taxes; the industrial development does not contribute anything because there is no property taxes that they have to pay to the City of San Luis. Sales tax however can come from the commercial I do not think Industrial pays any sales tax,

so that does not contribute to anything to help for the well been of the city. Employment is great but it taken a long time to get this employment down here. I have travel to countries that with different manufacture try to sell this area just as

the Port Authority has done. In addition, everybody that has purchase in there up to this time is local.

Susan Thorpe, Board Member of Greater Yuma Port Authority, stated that they have talked about this, have seen it and are very concern about it. The industrial is moving and I think with a little bit of patience we can all be very successful. Our Industrial Park is being sold to people outside of Yuma. I think the same thing will be happening with Industrial Park that is owned by the other facility. They just need to be patience and will see some results with their Industrial Park and not have to go to a short term of trying to find residential because that is where the market is. I think that is a short-term solution that will have long-term economic development disaster consequences for the City of San Luis and the Port. And the Port is going to be the life flood for San Luis with jobs, transportation, traffic, and sales tax. I very opposed to this, the Greater Yuma Port Authority authorized all of us members to talk about our opposition to this.

Buna George 2788 31st place, Yuma, **Arizona Executive Director for Greater Yuma Port Authority**, stated that currently we do not have develop land available, we have three new users coming into the park. We are currently working on our next phase and we already have one user that is already interested in about half of the phases that are coming into it. Phase No. 4 is going to be about 132 acres. Along with the establish users we have new users coming in, so we are seen again that activity. This was a topic of conversation in our last board meeting to where we really want to stress that Avenue E headed to SR195 it cannot be restricted. Therefore, you have to understand that the passage serves as a main artery for the commercial trucks travel to and from the Port. We want to ensure that you should not encroach residences up to Avenue E, as it was design for heavy traffic. We see how San Luis 1 gets back up all the way out San Luis and we are talking in the future if we are going to bring POV through that section portion exactly how is that going to turn out. We ask the city to protect original usage of this area and to take consideration the proposed changes to

ensure that the decisions made prevent conflicts within the residential development and future industrial and economic activities.

Russell Jones furthermore stated that in the last year, we had a company come to us that wanted approximately 50 to 100 thousand space, we did not have the space in our building and we said sorry. We put them in contact with old Medal Craft building people so they move in there and are very happy. More recently, we had another for 100,000 square feet that they need it; we did not have it here available. We contact the owners of the Medal Craft building, and they told us they were full, that they had no more room. Therefore, the 100,000 square feet is going to Calexico. We are a hot spot in this region.

MOTION: **Chairman Marco A. Pinzon/Chairman Javier Barraza** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0396 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

5. CALL TO THE PUBLIC.

There was no comment from the public.

6. ADJOURNMENT

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to adjourn the meeting at 8:27 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

MINUTES

SPECIAL MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
OCTOBER 15, 2019
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:07 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE: Pledge of Allegiance was led by Chairman Marco A. Pinzon.

PRESENT:
Chairman Marco A. Pinzon
Commission Member Daniel Bazua
Commission Member Javier Barraza
Commission Member Hugo Garcia
Commission Member Guillermina Fuentes
Commission Member Veronica Zavala

Staff Present:
Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Kay Macuil, City Attorney
America Cano, Administrative Coordinator
Eulogio Vera, Director Public Works
Jorge Mungaray, I.T. Technician
Sonia Cornelio, City Clerk

Others Present:
Buna George, Greater Yuma Port Authority
Christian Cuevas, Interpreter
Elizabeth Carpenter
Frank Rascon, Industrial Park Association

Gloria Torres, Council Member
Joe Harper, Resident
Mario Jauregui, San Luis Industrial Park
Mark Concha, Riedel Holdings, AZ, LLC.
Matias Rosales, Council Member
Najeh K. Edais, Edais Engineering, Inc.
Olivia Jenkins, Riedel Holdings AZ, LLC.
Nieves Riedel, Riedel Holdings AZ, LLC.
Russel L. Jones, RL Jones
Susan K. Thorpe, Yuma County Administrator

3. PUBLIC HEARINGS - the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

3. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394. A request by Edais Engineering, Inc. on behalf of San Luis Port, LLC, to change the land use designation from Business and Industrial to Neighborhood for 164.76 acres located at the northeast corner of Avenue E and County 24th Street.

A. Continuation of public hearing

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report and recommended forwarding the Major General Plan Amendment Case No. 2019-0394 to City Council with the recommendation of DENIAL.

Najeh Edais, Edais Engineering, stated that he is representing the owner of this item. He noted the following: "I cannot attempt to agree with Mr. Jose Guzman's analysis. However, I think his analysis does not apply to this piece of property. His analysis is good when you are talking about the industrial land that is surrounding the Port, which can develop in industrial, and it is immediately next to the Port. This property is about a mile ½ north of the Port (north of 24th Street). I think Mr.

Guzman mentioned that there is already a 20-acre piece of residential that is on the north side. Also, along the corridor off Avenue E and 24th Street, that is commercial. Commercial is probably the best thing for the City of San Luis because this is something that would develop now. How I envision that commercial is the minute this land gets changed, you are going to see anything from gas stations, truck stops, hotels, and shopping centers that help the traffic that is on Avenue E (industrial traffic), and the employees that will be working in this industrial area. In addition, anytime you have industrial, you need places for people to live. In that area, although Mr. Guzman mentioned that we do have areas on the west side that is being filled, we need more. You need to support the industrial land that we have. We have on the south side one square mile, and next to it another square mile, I would love to live and see that much industry in San Luis. The trucking that is coming from Mexico is not coming to San Luis, but going to Calexico. You have to ask those people that are talking to you about this; why the trucks are not entering into the fancy state of the art Port that we have. There are many problems with the Port and trucking companies, and the people that are going to come and speak behind me, ask them that question. Calexico Port is a better port that they have lots of accommodation for the trucking. You people can continue to keep this land as Industrial, but that is not going to develop now. The industrial is going to start moving from the Port and is going to start moving north. By the time it gets to our piece of property that we have in this area, we will all be gone. What we are trying to do is develop the commercial along Avenue E and County 24th Street and then develop the residential. Magrino Park has been sitting for how many years? How many people are there? Let us be realistic if there are people that are interested in Industrial, who are the people who are buying these lots? They like to tell you that there are people and leave this property available, for how many years? For the next 100 years, we want to leave this piece of property sitting there waiting for industrial to come in?" Furthermore, **Mr. Edais** explained that residential land brings lots of money to the City of San Luis. He stated the following: “There is something called “Development Fees,” and I think every time you develop a lot, there are over thirty-five hundred dollars per lot. By the time you add all of the other money that the City collects from water meters, sewer services, and other fees, it is an excess of five-thousand dollars per lot that comes into the pocket of the City of San Luis to keep the city moving. Then on top of that, every time you sell a lot or build a

house, there are sales taxes that the City of San Luis harvests. That money keeps all of the services in the City of San Luis moving. The residential traffic that contributes to the HURF funds, every time somebody fills with gas money comes into the city; to improve and maintain the streets, to spend money on Public Works Projects. How about employment? Every time you build a subdivision, how many people get employed in those subdivisions? The pavement crew, concrete crew, water, and sewer crew. On top of that, you have hundreds of people in San Luis. The City of San Luis has the best labor force for construction; they are very busy doing framing, pouring concrete, electrical, and mechanical work, which is all-good for the City of San Luis. Nevertheless, what is the reality, go ahead and deny it, the City of San Luis will stay poor; go ahead and approve it, and dust will go all over the place, you will have people working and building. You have a decision to make; you can either have somebody read from the book that the person from Scottsdale wrote for us, or you look at the reality of things. What is better for the City of San Luis today? We need the money today, we need the people today, and we do not need them 100 years from now. For the people who are supporting the Port and industrial for the Port. I got nothing against that, please bring people in, we want those people, but you got hundreds of acres that you go all the way to Avenue B with industrial. Do not focus on a small piece of property over there when you have thousands of acres that can be utilized?"

Chairman Marco A. Pinzon, asked how long he has been part of this project? Mr. Edais responded for the past six months. **Chairman Pinzon** asked what the people thought or felt they were going build next to a detention center. **Mr. Edais** stated that when they are planning that they would have to create some type of a buffer between the detention center, the wastewater treatment plant and the subdivision such as a landscape area. **Chairman Pinzon** responded that he has a concern with that, and that there were some good points and it is growing slowly but the whole purpose was to move all the industrial from one area to another because there was chaos. "There still a little bit of chaos because we still have drivers that do not pay attention when coming to town. We are not ready, we might be broke but not ready and we do not have the tools ready and development." **Mr. Edais** mentioned the following: "What comes first? The improvements? You improve the roads. Alternatively, you do the developments. Once you develop, the development improves the roads, water systems, and

sewer systems. If you do nothing, nothing is improve because the city does not have the money to improve the roads. So who improves the roads? In any development that you look at, you will see the entire infrastructure around the development, which gets to be built by the developer. Whether that developer is X, Y, or Z. Again, if you do nothing, you do not have nothing." Furthermore, **Mr. Edais** mentioned investing in a roadway plan is good for the city. If it were not for the Detention Center the east, San Luis Water Treatment Plant would have never happened. If it were not for the subdivisions like the Bienestar 8B and 9B, we would not need a water treatment plant over there.

Commission Member Veronica Zavala, asked if the detention center is land leased. **Ms. Kay Macuil** responded that the Municipal Corporation of the City owns it.

Commission Member Barraza clarified that the commission does recommendations and does not approve or deny items. **Barraza** asked how many lots they can accommodate there. **Mr. Edais,** responded probably 700 lots. **Commission Member Barraza** then asked how many trips are there per day. **Mr. Edais** responded 6 to 10 and this project would take about 10 years to complete.

Commission Member Hugo Garcia, asked if they would consider reducing that space, further away from the Detention Center? **Mr. Gill** responded that would probably be part of the planning process and more than likely they might want to design a park or something to give a healthy buffer between housing and the Detention Center.

Commission Member Barraza asked if the rezoning cases back in 2010, 2011, 2012 and 2013 were denied. **Mr. Guzman** responded that they were approved with a development agreement. The Development Agreement specifically allows the 20 acres for residential for high density. If they were to do single residence houses they have to be at least 8,000 square feet and the houses had to be 1,750 feet from actual construction.

Ms. Kay Macuil informed that the detention facility is mostly minimum security it is rated medium security and the US Marshalls can bring a few high security inmates.

Jose A. Guzman, Director of Planning and Zoning, informed the following comment for the record, that at the last public hearing we received several comments from the public. They are not part of the report but will be as part when it goes to City Council. Most of the comments were concerned with the impact of Avenue E. **Mr. Guzman** stated that he wanted to clarify that development fees are a one-time payment to the city to alleviate the impact of the construction of the subdivision for the house. In addition, the distance that the applicant is mentioning between residential and industrial it is also designated as industrial in the general plan. Both the business and industrial designation allow for industrial zoning.

Mario Jauregui, Yuma County Resident, stated that he owns and operates a business here in San Luis for the past 30 years. **Mr. Jauregui** stated the following: "A lot of information is presented to you and it is important that we make sure that the information is been presented is as accurate as it can be, so you can make a wise and educated decision. The Port is alive and vibrant it is not a dying Port. It is underutilize because it was built knowing that it was going to grow. In addition, that it was going to grow in years to come, and that it was not built with the idea it was going to be an overnight success. I was talking to a local investor and he was telling me that he travels the completely southern border from Tijuana all the way to Matamoros and he said he kept coming back to San Luis with an investment he wanted to do. He then came back to San Luis and build a plant right across the border for about 40 million dollars. He was also one of those people that was involve in the building of another plan in Algodones; this one is about over 100 million dollars of investment. Both of those are going to be use the Port of San Luis for probably 80 percent of their crossings. One already is 100 percent and the other one is 80 percent. This is translating to about 28 percent of an increase in crossings through the Port of San Luis. This means that the economic impact is just tremendous. The Port has become very attractive; we knew that it was going to take time. My colleague Russ Jones invested over 8 million dollars. I invested about 5 million, and the lots that can be use, have been

sold already or are in the process to be sold. As far as the effect is commercial traffic, right now you have 120 trucks crossing the border northbound, which means we have another 120 trucks crossing southbound, so all together we have close to 300 trucks every day. Coming winter, you going to see 250 coming north, and 250 going south, 500 trucks loads on Avenue E every single day." **Mr. Jauregui** furthermore, stated what is it that we want to see in that area. "What we have right now is an Industrial Park that is surrounded by houses. Do we want to see and area that is vibrant with business. The minute that we bring in housing and with housing comes schools, and Taquerias this is not a good mix. Jauregui furthermore stated that he hopes that the commission make the right recommendation."

Commission Member Veronica Zavala asked if San Luis Cooling is still operating in town, and how long to start building on the Industrial site? **Mr. Jauregui** responded that it took them 3 years to purchase the land. In addition, it is going to take them about a year and half to build the building that they are going to have. The 25,000 square building is not moving, but expanding. **Commission Member Zavala** asked if he was not in favor to open to pedestrians or private vehicles. **Mr. Jauregui** responded that he hopes that it does happen very similar to Calexico east.

Commission Member Garcia asked how many people are employed in the industrial area. **Mr. Jauregui** responded 60 full-time employees. Mr. Jauregui was asked how many of the trucks that use Avenue E they come to San Luis and gas up here. **Mr. Jauregui** responded the local trucking about 80 percent. **Commission Member Garcia** furthermore asked if they are thinking about building another road there, because a least fifteen days ago cops have to show up to that street because it is always pack with trucks. **Mr. Jauregui** responded that this would be alleviated once they move the whole Industrial Park to the new one. "What we have propose is that we connect our industrial park to 24th and all the way to the new industrial park, and get trucks out of the neighborhood as fast as we can," he stated.

Dr. Laura Noel, Somerton School District Superintendent, stated the following: "several time schools have been mentioned and I feel that I need to make sure I

step up and allow you to ask questions if you have some. My concerns range, I found interesting people working in the commercial centers and industrial areas were not very important but people living in the area were very important. Therefore, if there were a chemical spill, I would think that the furniture factory employing fifteen hundred people would be a dangerous place to be just as much as a house would be. So I am thinking that, I really do not think that is the issue at all, I think that the Commercial Port of Entry is a good business center and that the good planning that the City of San Luis can do for that area and infrastructure can protect all the people with all the various interest. Mr. Jones has mentioned the idea of protecting Avenue E as maybe having one stop light in all of Avenue E and have it be the corridor for trucks and maybe Avenue D and Avenue F are routes that residential customers take to US-95. It seems to me a toss-up between having fifteen hundred people driving into the area, parking in there to go to their work and going to lunch and then leaving from their work as to having people living in the area, they leave to go to work and then they come back at the end of the day. I was thinking if I was a city planner, I would be worry about where do I get the money to do this with roads. However, it seems like if you have developers, who would actual begin to put in some housing, protecting some of those corridors that you think in the future you going to need for the transportation. Then you would have a tax base to help pay for that function. I know that someone had mentioned creating a special district for the taxes that will be needed to provide the infrastructure to ongoing to construct and building. I can see a great master plan develop in that way, but I think by allowing the construction that is ready to go to get started you actually begin to build that tax base. Our Somerton School District goes all the way down from Somerton all the way to the border. Gadsden School District is to our west; because of the land divide, there between Somerton and San Luis nobody knows that. There are 380 to 400 students right now in Bienestar Estates. About 300 of them are going into Gadsden School District under open enrollment, about 80 we bus to Orange Grove School. It supposed to be the taxpayers who live in those houses in Bienestar Estates. Their tax money goes to support Somerton School District. Gadsden gets the per pupil amount from those students who attend their school. The school facility boards realize because the list of open enrollment students coming to Gadsden them applying for new schools for enrollment they realize this problem that you have a tax base supporting Somerton School District and the

Arizona School Facility Board been asked to build schools for kids that are not in that district. We qualify for a large school in Somerton to be added. We ask the School Facility Board how about we build a small school in Somerton, and we build a small school in east San Luis where we have land donated. You do not have to worry about the cost of the land and so they allow us to do that. So we have the funding, we have 3.3 million dollars to build a small school in east San Luis. If this goes through and everything goes all right, we can be built within 2 years. Our expectation is that with the growth the additional housing that is opening up next to Bienestar that already exists as the housing opening up; we are seen growth in many students. Our expectations is that we are going to bus those students. We are require to provide busing for students outside of a mile from the school which most of Bienestar Estates is over a mile from where the school is going to be built. We can also say that Avenue E would be a dangerous barrier to their access to school. The land was donated to us and we are happy to received it and use it to the benefit of the students. When we look at growth we are responding to the growth that exist if we open that small school of 250 kids it will probably filled immediately because it will be so close to the housing that exist there. Then we will qualify immediately to be able to expand that school because the numbers will be there from the School Facility Board. Right now, we already been given approval from Arizona School Facility Board. We are in architectural drawings, we begin doing surveys and we are getting things set up for actual build. I would like to say that for a school district we really need you to work on infrastructure things. There needs to be a solution to how all of us are going to contribute who are in the area, residential, industrial, commercial whatever is you decide on the zoning. All of us are going to need to contribute to make the pathways that are needed. In addition, if Avenues D and F are going to be the main throwaways to S95 then all builders who wants to build residential home they need to know where the traffic flow needs to go. And the earlier that you set that in play, then the better everything could designed to work around that and keep it available for the trucking traffic. You can make sure that other residential streets do not come out on E. When I was looking at the pattern where you have the space between where the neighborhood need to be built and that area on the map and that supposed to be commercial/Industrial I could help to think, there is a McDonalds there you are going to have people coming in and out of McDonalds onto Avenue E. And I don't know how you going control for

that, but I don't think a house is going to be more traffic than your industrial or commercial sites that you making available there. If you have the companies that are employing large numbers of people, they are going to want to go and have lunch somewhere. Moreover, if they are going to have lunch in that area along Avenue E, that is going to be a problem. Therefore, I think as you are doing your master planning that might be helpful to get all that in order."

Chairman Pinzon asked Ms. Noel if it does not bother her that it is too close to the Detention Facility Center and to the State Correction Facility. **Ms. Noel** responded that it didn't since they are half of mile away. **Chairman Pinzon** reminded Mrs. Noel that two years ago, there was chaos in the State Correction Facility and it was bad management. **Ms. Noel** stated that they would have security of their own, and that they are careful about how they construct the school. "In the architectural designs, nowadays when you build a school you build it so you can protected, so we are not concerned about the Detention Facility, which will be a half of mile away from us," she stated.

Commission Member Guillermina Fuentes stated that the General Plan was meant exactly as Commission Member Zavala stated to do good planning and to be able to determined which area was designated for industrial and commercial, she added that she does want San Luis to grow. There are plenty of areas out there that there that are not developed, and developers do not buy those areas that are residential. They want to go up there and finish the industrial/commercial that there is. Some people have the money to buy land and then sale it for double the amount, and that is okay since they come here to make money. However, they are here to protect the citizens of the city. If there is a general plan, we should stick to that because hundreds of people work in that for the benefit of people; and if they have their land, they should use their land as it is. **Ms. Laura Noel** furthermore stated that she appreciates the work that went into creating the original general plan. She stated the following: "I also at 59 years old had have times when something I decided 20 years ago change but 20 years later and I need to make a small adjustment. I get it both ways, and I appreciate and respect your opinion."

Russel Jones, 3644 West Brandi Lane, Yuma, AZ, stated that his family has been in business since 1951 and he has been in business since 1974. **Mr. Jones** stated the following: "I remember as a small boy and the payment stop at the Port of Entry and there was no payment in San Luis Rio Colorado and no other pave street. I am not against growth, schools or houses. Modern urban planning provides for housing and other amenities for the work force but they also respect the integrity and the type of transportation requirements that heavy industry and trucks require. Mixing trucks that need one thousand feet to stop, with school buses, private own vehicles or pedestrians, they are always a dangerous situation. What I am opposed collectively because I don't believe in unplanned development without providing for the future, not really thinking ahead or what the impacts are. There are many things said here tonight that I do not agree with. I was in the state legislature for nearly 8 years and I know how the tax structure works. Houses do not pay for themselves; we do not have a property tax in which was sadly defeated by the citizens of San Luis. Houses do not pay for ongoing fire protection, police, and other types of services. They do pay fees for water, sewer, and such, but they do not pay their own way. That is just like commercial and industrial properties pay much higher taxes because they are required to pay their way unlike residential, which is set in state statutes the way that works. So that is not true, when you are talking about cleaning the dust, what happens when the dust settles? When the workers have built houses and then go away? Their impact fees? you spend it. Therefore, who pays for 5 or 15 years unless you build more houses? Unless you can keep building more houses, you cannot pay for what you got, which means you have to build more houses until you stop and think about how we grow, where we want to be, that is why we have a general plan. Why did we build San Luis east? Because of the trucks, we did not have enough trucks crossing 20 years ago to justify a new Port of Entry. It was because we were mixing trucks, cars and people and it was a huge problem and the solution was to move the trucks out so we can just deal with the cars and the people. We still have not figured out the cars and people so now we have to build San Luis I over again so we can separate the cars and the people let alone the trucks. Therefore, what we are proposing up here is history repeating itself. Is anyone here happy with the transportation works in San Luis on Juan Sanchez, how much money do we have spent to fix Archibald, Main Street, and First Street to make it kind of work. Are we doomed to repeat ourselves every so many years

and make the same mistakes all over again? We do need housing out here; I understand the dilemma that the Somerton School District has. If you build all these homes out here it would not be Somerton School District it will be the San Luis District #2 because there will be more residents and voters in San Luis than in Somerton, we really need to plan this well. As an investor in the area the development is going, I had people try to buy my land that I bought for myself because there is no more land out there that is develop and that has water and sewer. I am planning a second 50,000 square feet building as we speak because I am out of room. Mr. Jauregui is building his facility and others; this is a great thing for San Luis. What we really need to do, is good planning so we protect the integrity of 25th Street, which is the primary industrial area. In addition, the reason it was not developed further is that they did not have the money to build a bridge so you had access to the industrial park. Because people like myself, Frank Rascon, Mario Jauregui, Henry Chavez and others contributed funds along with the Greater Yuma Port Authority, which you all belong to and are beneficiary of and we put that money together to build the infrastructure and get that bridge across so we can build the land and move out there. We put out money, no development fees, we put it out of our pocket, we put it in the project, and we build it. What we want to do is keep it protected so it continues to do what it is supposed to do. I am glad I do not have your job or council like the vision of the baby. The question is how wide you open and the can all the parties in all these three projects and the ones that are already there, can we all sit down and figure out a way to build infrastructure that is necessary. Because the impact fees are not going to pay for D, they are not going to pay for overpasses and all the other things we will need to protect Avenue E and 25th Street. Where is the money coming from, I do not see the money."

Chairman Marco A. Pinzon asked if he owned the property on Cesar Chavez. Mr. **Jones** responded that it is all State Land on a 75-year lease. **Chairman Pinzon** also asked Mr. Jones if it would be costly to move out. **Mr. Jones** responded no, the RL Jones custom brokerage, freight and transportation has all moved out and all that piece of property has been release to other businesses, so it is being used.

Gary Marino stated that when they did the general plan, a group of San Luis residents got together and said how far out they would have to go. **Mr. Gary**

Magrino stated the following: "We need to go east. Everyone said lets go up to Avenue E there is a dirt road, 24th was beat up asphalt, dirt all the way cattle crossing where three stand of barbed wire and that was Avenue E during the same period the Resolution Trust Authority took bankrupt property in that area and sold it off. The other thing that occurred was the Nedbank it was not necessary, anybody could put the bridge in from San Luis Mexico, and North American Development Authority did that. In addition, they had to make sure that bridge was paid for itself which it did not do, it went bankrupt so they had to renegotiate that. While all this was going, we did not have any money to put in the infrastructure on E. so where did that come from? It came from the four participants, I remember standing in the same podium and the City of San Luis co-signed the note with Wells Fargo Bank so we can put the lift Station and pump the sewer water up from that area. That was all done, it period when all the developers out there standing watching. So it is somewhat ironic to me that we are going to be building houses which your one time shots. You do not get any revenue, other than initial bill and sale. In addition, here it is the Port Authority Commercial people put in all the sewer, water, and roads. Now, the Commercial Port is been encumber upon. I am asking all of you to reconsider; I do not want to hurt Mr. Shadle, Mr. Loo and any of those folks. In addition, they said why it took so long to develop. I was the main cause of that because when I first took this job as Chairman of the Port of Authority way back in the beginning. I made a commitment to the elected officials of the City of San Luis not to allow any private vehicles through this port; it would all be commercial because they did not want to hurt the retail down in San Luis."

Commission Member Bazua asked if he was part of the selection where the commercial port was going to be. **Mr. Magrino** responded that was correct, it was where the cattle crossing was. That was the best selection. They had to negotiate to get it. The general plan was design to protect the area.

Chairman Pinzon thanked all of them for the comments. Furthermore, Chairman Pinzon explained that as his colleagues mentioned they stick to the general plan and the commission gives a recommendation. He understands the parties and their concerns in a slow growth and they want to see a different way out because

of different reasons. However, they cannot repeat history and make the same mistakes.

Mr. Guzman stated that staff is currently working on the update of the general plan, the new one will be adopted November of next year (2020) and this is a good time for the stakeholders to attend the meetings and participate.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Vice Chairman Daniel Bazua** to close public hearing regarding Major General Plan Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0394

MOTION: **Commission Member Guillermina Fuentes/Vice Chairman Daniel Bazua** to forward Major General Plan Amendment Case No. 2019-0394 to the City Council with recommendation of DENIAL. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye

Commission Member Guillermina Fuentes Aye
Commission Member Veronica Zavala Aye

3. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC. on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

A. Continuation of public hearing

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending APPROVAL of Major General Plan Amendment Case No. 2019-0395.

Vianey Vega, Vega and Vega Engineering, representing the developer and owner for this case stated the following: "This is an infill project for us, we were here beginning of the year with the rezoning of the first 20 acres, the north half of this property. We rezoned the property and subdivided into 90 lots, project is already been approved by the City Council. We are in the process of beginning construction of the first phase. We are just following the process of coming in front of the commission board and requesting this amendment to the general plant to complete the original plan of developing the other 20 acres of the project. As staff north and west side by surrounds mention the project residential and we have the industrial to the east side. There is a buffer created between the industrial and residential that is required by code. To elaborate on the location of the Medical Plaza as shown on the screen it is lot #1. That is where the medical plaza is under construction, then we have the road and lots on the west side and then the buffer is it under the Industrial Park side that creates the separation of between the residential and industrial."

Commission Member Fuentes asked how many lots are in the second phase. **Mr. Vega** responded there are going to be 90 lots, in phase 1.

Mr. Russ Jones stated that that was the original Pandora box we open that is creating the pressure to think about the future planning. The first 90 lots and the second 90 lots on phase two. He added that If you see the other maps, is there a phase 3 or phase 4? So how many homes is that? What streets are they going to access?

Mr. Vianey Vega explained that the city has already a plan already (traffic light) on Avenue E and 24th. "This development is contributing to that traffic light. There is a per acre cost that has been asses to the project in phase 1 and there will be per acre cost asses to phase two," he added.

Ms. Kay Macuil, City Attorney, stated that the City will be paying half and developers in the area have already started will not be paying. It was estimated that it would cost $510 per acre, and negotiated down to $260 per acre. Therefore, the city will be picking up the remaining cost.

Ms. Elizabeth Carpenter, representing the developer, stated the following: "the traffic light, when we got the approval for the first subdivision, that was told to us at the eleven hour, so we did have to continue that discussion on the final approval for Belleza. Our request was not to negotiate down the amount we have no problem contributing to the traffic light. What we were concern about was the area that was going to pay for the traffic light. We felt that the area should be larger and should include more land on the east and to the south, which would be benefiting from the traffic light. Therefore, it would include more of our land from the east and more of the land from the west, more land to the north and south that was our objection. Furthermore, Carpenter stated that she wants to clarify that we did not negotiate down they offer it to us."

Chairman Marco Pinzon, asked does 24th Street goes all the way to F? **Mr. Guzman** responded yes and it is plan to go all the way to 10th Avenue. In addition, the City is going to be doing a traffic analysis on the area next year.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to close public hearing regarding Major General Plan Amendment Case No. 2019-0395. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0395

MOTION: **Commission Member Javier Barraza / Commission Member Guillermina Fuentes** to forward Major General Plan Amendment Case No. 2019-0395 to the City Council with APPROVAL recommendation. The Motion passed unanimously.

Chairman Marco A. Pinzon requested a roll call vote.

The vote was as follows:

Chairman Marco A. Pinzon	Nay
Vice-Chairman Daniel Bazua	Nay
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396. A request by Vega & Vega Engineering, PLC, to change the land use designation of 493 acres located at the southwest corner of County 24th Street and Avenue D.

A. Continuation of public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report recommending to forward Major Amendment Case No. 2019-0396 to City Council with recommendation of DENIAL.

Ms. Elizabeth Carpenter, owner and representative of the development, stated that they have been working on this development for over 20 years that they have owned this property since 1994. Ms. Carpenter presented a power point presentation to the Commission regarding this project. The power point presentation contain the following information:

1. History of project & Industrial Area Map
2. Magrino Industrial Park
3. Efforts to Create Industrial Demand
4. Letter of Support from GYEDC

5. General Plan Amendment
6. Potential Revenue Generated
7. Impact to San Luis without Major Amendment
8. Major Amendment Map
9. Conclusion

Mr. Richard Ortiz, business partner with Eddie Loo, stated the following: "I have been an investor with the Loo family starting in 2001 -2002 on this specific project. I have been involved in the development in the project. We have funded it, continue to supported and we have brought the best in class industrial developers and industrial feasibility studies to develop this land. He agrees and respects the general plan. They are not asking to throw away the general plan. Nevertheless, we do understand that when you are doing this kind of development there are several pieces that need to be incorporated into this successful development plan. Plans need to be revised subject to the economics on what is happening in the macro market that we want to leave. What we are saying is that needs to be a consideration, that a piece of this that can bring over ten millions of dollars of impact fees at least initially enough to mentioned jobs and commercial development that is going to come out right along with it. What we envision here is an integration and master plan development that has residential, industrial, and commercial. Most of the land will remain industrial."

Mr. Russ Jones stated that he has property within the 600 feet of this project unlike the other two projects that you are considering this evening. "As a property owner, I own 30 acres and have an option on another 10 acres in the undeveloped portion of the Magrino Industrial Park. My initial investment so far has been fifteen million dollars in those projects. I have another building under construction; the Piana Building (old Medocraft Building) is now full. In fact I had a client needed a 100,000 square feet, I did not had the space and when I try to find space in the old Medocraft Building as in totally rented out. The client is going either Mexicali, Calexico, or El Paso because we do not have the space. Another reasons we delay getting that project going because putting the money together for the improvements on 25th Street and Mr. Loo was supposed to be involved in that but at the eleventh hour he pulled out, as of this day he has not put any money on the 25th Street which border on his proposal. So I would at least

hope you approve this, that he will reimburse the Greater Yuma Port Authority for his half off 25th Street. If you do not approve this project, you do not need a school where it is propose, because the Yuma Greater Yuma Port Authority acquire rights of ways and property on the east side of D. That is because there is propose gas lines and some point they talk about a rail corridor. In addition, GYPA purchase enough property to the east of D, to accommodate if there is an opportunity to put rail through San Luis so it meets up with the industrial areas with the Mexican side. I do not know how compatible a school would be with rail, gas lines, and other things."

Mr. Eddie Loo, Sam Group Investment Company, stated that he was not planning to talk today because of his voice. He stated the following: "However, since Mr. Jones said I owe him money I have to stand here to defend my sales. Talking about 25th Street, they got the grant to pay for 25th street and then they come to me for me to put the water on 25th street, I said fine I will do that. However, the problem is this, we were negotiating with a potential user on our 80 acres and I find out from a potential buyer that the jones people offer them seven-thousand dollars cheaper than my land. I got upset, went to the person of the association I said, I do not want deal with you people. You people got a grant and you have the city and money. That is the reason why I did not do the water and not because I pulled back. It was because they cross the line on me. Another thing about traffic, Nogales from the port to the freeway it takes six light stops. On Avenue E and 24th, it is only three stops until the next city. They are using 2,000 truck a day and the city is using maybe 160 truck a day."

Buna George, Executive Director for the Greater Yuma Port Authority, stated that with growth comes change, that is inevitable but the city has to ensure that the changes are maintains the integrity of the city but the designated land uses. Furthermore, George asked the commissioners to protect their current users and investors here in the city. We do not want to hinder the trade that is going between Sonora and Arizona.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Hugo Garcia** to close public hearing regarding Major General Plan Amendment Case No. 2019-0396. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0396

MOTION: **Vice Chairman Daniel Bazua / Commission Member Javier Barraza** to forward Major General Plan Amendment Case No. 2019-0396 to the City Council with recommendation of DENIAL. The Motion passed unanimously.

Chairman Marco A. Pinzon requested a roll call vote.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Nay

5. CALL TO THE PUBLIC.

There was no comment from the public.

6. ADJOURNMENT

MOTION: **Vice Chairman Daniel Bazua/Commission Member Guillermina Fuentes** to adjourn the meeting at 9:50 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/11/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396 and Resolution No. 2111. A resolution of the Mayor and City Council of the City of San Luis amending the 2020 General Plan to change the land use designation of approximately 493 acres of land located on the southeast corner of County 24th Street and Avenue D. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2111

SUMMARY:

This request for a Major General Plan amendment was submitted to the City of San Luis in June 2019 by Vianey R. Vega, P.E. from Vega & Vega Engineering, PLC, on behalf of David Loo, Eddie Loo and Elizabeth Carpenter, property owners/agents. The request is to amend the land use designation on 493 acres total by changing 447.8 acres from Business and Industrial to Neighborhood, 35.2 acres from Business to Industrial and 10 acres from Industrial to Business. The subject properties, Assessors Parcel No. 227-14-001, 227-14-002, 227-14-004, 227-14-005, 227-14-006, 227-14-007 and 227-14-008, are located on the east mesa of the City of San Luis.

LOCATION AND PARCEL INFORMATION:

The general location of the proposed amendment area is bounded by County 24th Street to the north, County 25th to the south, Avenue E to the west and Avenue D to the east.

Parcel 1

Assessor's Parcel Number: Portion of 227-14-001
Property Owner: David Loo
Acreage: 40 Acres
Current Land Use Designation: Business
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6)

Proposed Land Use Designation: Business to Neighborhood
Legal Description: Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Parcel 2
Assessors Parcel Number: 227-14-002
Property Owner: Von Verde Development AZ LLC
Acreage: 160 Acres
Current Land Use Designation: Industrial
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6), High-Density Residential (R-3) and Community Commercial (C-2)

Proposed Land Use Amendment: 10 acres from Industrial to Business
Legal Description: The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 11 South, Range 14 West of the Gila and Salt River Base and meridian, Yuma, Arizona.

Proposed Land Use Amendment: 150 acres from Industrial to Neighborhood
Legal Description: The Northeast Quarter (NE1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona. Except the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) thereof.

Parcel 3
Assessors Parcel Number: Portion of 227-14-007
Property Owner: Elizabeth Carpenter
Acreage: 20 Acres
Current Land Use Designation: Business
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6)

Proposed Land Use Amendment: 20 acres from Business to Neighborhood
Legal Description: The East half (E1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

Parcel 4
Assessors Parcel Number: Portion of 227-14-004
Property Owner: Moy Farming Company LLC
Acreage: 153 Acres
Current Land Use Designation: Industrial and Business
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6), High-Density Residential (R-3) and Light Industrial (L-I)
Proposed Land Use Amendment: 16.5 acres from Business to Neighborhood
Legal Description: The North 545' of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

Proposed Land Use Amendment: 23.5 acres from Business to Industrial
Legal Description: The South 775' of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

Proposed Land Use Amendment: 113 acres from Industrial to Neighborhood
Legal Description: The Southeast Quarter (SE1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona. Except for the South 775' thereof.

Parcel 5
Assessors Parcel Number: Portion of 227-14-005
Property Owner: DSA Investment Co. AZ LLC
Acreage: 20 Acres
Current Land Use Designation: Business
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6) and Light Industrial (L-1)

Proposed Land Use Amendment: 8.3 acres from Business to Neighborhood
Legal Description: The North 545' of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

Proposed Land Use Amendment: 11.7 acres from Business to Industrial
Legal Description: The South 775' of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

Parcel 6
Assessors Parcel Number: Portion of 227-14-008
Property Owner: Von Verde Development AZ LLC
Acreage: 60 Acres
Current Land Use Designation: Business
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6)

Proposed Land Use Amendment: 60 acres from Business to Neighborhood
Legal Description: The East Half (E1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

Parcel 7
Assessors Parcel Number: 227-14-006
Property Owner: Moy Farming Company, LLC
Acreage: 40 Acres
Current Land Use Designation: Business
Proposed Land Use Designation: Neighborhood
Current Zoning: Light Industrial (L-I)
Proposed Zoning: Medium Density Residential (R1-6)

Proposed Land Use Amendment: 40 acres from Business to Neighborhood
Legal Description: Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

INTENT OF AMENDMENT:
The reason for the requested General Plan Amendment is to rezone the property to a combination of Medium Density Residential (R1-6), High-Density Residential (R-3), Community Commercial (C-2) and Light Industrial (L-I). The current General Plan designation does not allow for the proposed zoning districts.

SURROUNDING PROPERTIES:
The property to the north is vacant and zoned as Community Commercial (C-2) and Light Industrial (L-I), property to the east is vacant and is zoned as Heavy Industrial (H-I), property to the west across Avenue E is Southwest Arizona Industrial Subdivision and property to the south is the Magrino Industrial Park and the Commercial Port and are zoned as Light Industrial (L-I).

LAND USE DESIGNATIONS:
The current General Plan land use designation for the 493 acres is a combination of Business and Industrial; 273 acres have a land use designation of Industrial and the other 220 acres have a designation of Business. The proposed amendment is to have 447.8 acres designated as Neighborhood, 35.2 acres designated as Industrial and 10 acres designated as Business.

The Business designation is planned for areas suitable for higher intensity commercial, office, employment, and appropriate industrial uses. The permitted zoning districts within this land use designation are Neighborhood Commercial (C-1), Community Commercial (C-2), Light Industrial (L-I) and Heavy Industrial (H-I).

The intent of the Industrial designation is to allow for a variety of industrial uses, including manufacturing facilities, assembly plants, warehouses, coolers, distribution centers, freight-based activities, transportation-related activities, and other employment generating activities. The permitted zoning districts within this land use designation are Light Industrial (L-I), Heavy Industrial (H-I) and Community Commercial (C-2) zoning district. This property is currently zoned as Light Industrial (L-I).

The intent of the Neighborhood designation is to allow residential, neighborhood type commercial, community services/facilities, parks, open space, schools, and master-planned communities. The residential uses may include single-family detached units, single-family attached units, townhouses, condominiums, and apartments. The permitted zoning districts within this designation are Low and Medium Density Residential (R1-12, R1-8, R1-6), Medium-High Density Residential (R-2), High Density Residential (R-3), Neighborhood Commercial (C-1), Mixed Use (MU), Residential Planned Unit Development (R-PUD), Manufacture Home (MH), Recreation Vehicle (RV), and Open Space Conservation (OSC) zoning districts.

APPLICATION PROCESS:
The City of San Luis' General Plan provides a shared vision of San Luis' future for city decision-makers, residents and others working with the city. It includes 14 elements, that taken together, provide a blueprint for growth and development that will enhance the life of San Luis residents and businesses. All parts of the General Plan are related and should be collectively applied. For this reason, proposed amendments to the General Plan will be analyzed in a comprehensive manner.

Pursuant to A.R.S. §9-461.06 (G), a major amendment is defined as a "substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element."

Major Amendments to the General Plan are considered once each year pursuant to A.R.S. §9-461.06 (G). Major Amendment applications must be submitted within the same calendar year they are being considered at a single public hearing. A Major Amendment shall be approved by an affirmative vote of at least two-thirds of the members of the City Council.

CUMULATIVE EFFECT:
All amendments must be considered concurrently in order to evaluate their cumulative effect on the General Plan. This application is being reviewed as part of the annual cycle of general plan amendments along with two (2) other applications:

1. Major General Plan Amendment Case No. 2019-0394
2. Major General Plan Amendment Case No. 2019-0395
3. Major General Plan Amendment Case No. 2019-0396 (this case)

The three (3) applications should be reviewed for their cumulative land-use impacts because they are in the vicinity. Case No. 2019-0394 and 2019-0396 are located on the east side of Avenue E corridor.

AGENCY REVIEW AND PUBLIC COMMENT:

As required by State Statute (A.R.S. §9-461.06(D)), a notice of this proposal was sent to relevant government agencies for their review. The 60-day review period ended on September 9, 2019.

During this period, comments were received from the following agencies:

- Arizona Department of Transportation (ADOT) Southwest District
- Marine Corps Air Station Yuma
- Somerton School District

The comment from ADOT received concerned requests for additional information (Traffic Impact Analysis), once future development proposal for the subject property is submitted. This application does not include specific improvement proposals and only concerns the land use of the parcel.

Notice of this proposal was also sent to all property owners within the notification area (17 letters). No public comments were received during the public comment period.

CITIZEN REVIEW MEETING:
In accordance with State Statute (A.R.S. §9-462.03) and City Code (§152.040(C)), a Citizen Review meeting was held at San Luis City Hall on October 1, 2019, at 6:00 p.m.

The purpose of the Citizen Review meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. There were no people from the public present.

PLANNING AND ZONING COMMISSION:
Arizona Revised Statutes (A.R.S. §9-461.06(E)) requires that cities over 25,000 in population must hold two (2) public hearings for any Major General Plan Amendment. The two (2) or more public hearings must be held in two (2) different locations on two (2) different dates. The first Public Hearing for this request was held on October 8, 2019, at the San Luis Cesar Chavez Cultural Center. The second Public Hearing was held on October 15, 2019, at the San Luis Council Chambers. The minutes from both meetings are attached. The Commission recommended DENIAL of this request.

APPROVAL CRITERIA:
As per San Luis City Code §152.047(E), in determining whether the proposed General Plan Amendment shall be approved, the Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan - Land Use Plan, does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:
    a. Significantly altering acceptable existing land use patterns,
    b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems that are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
    c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems; or
    d. Affecting the livability of the area or the health and safety of the residents.

4. The amendment is consistent with the General Plan's overall intent, vision, goals, and objectives as well as being compliant with other adopted plans, codes, and ordinances.

GENERAL PLAN ANALYSIS:

The City of San Luis' General Plan 2020 sets forth the city's Land Use doctrine. The General Plan guides and directs all city land-use decisions. Furthermore, State Law requires that any project must be consistent with the General Plan.

As per San Luis City Code §152.047(E), in determining whether the proposed General Plan Amendment shall be approved, the Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all of the following criteria:

1. The development pattern contained in the existing San Luis General Plan - Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

Analysis:
The San Luis General Plan does provide appropriate optional sites for the use proposed in the amendment. The Neighborhood areas within the Planning Area are located both north and south of Cesar Chavez Boulevard, between U.S. Highway 95 and Avenue E, adjacent to the US 95 corridor and to the west of the Business area along Avenue B.

The San Luis Land Use Plan provides a framework to accommodate future growth in a well-managed and sustainable way. The Land Use Element designates the proposed general distribution, location and extent of such land uses as housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and such other categories of public and private uses of land as may be appropriate to the City of San Luis.

The Growth Area Element, states that proactively directing growth is essential to efficiency using available infrastructure and promoting a sustainable community. This element identifies areas that are particularly suitable for infrastructure expansion, multi-modal transportation and improvements designed to support planned concentration of a variety of land uses such as commerce, industry, and residential neighborhoods.

Various locations described below are identified as Growth Areas due to their location and the existence of all or some of the infrastructure necessary to support new construction.

Residential Growth Areas:
Two areas are specifically identified for residential growth and expansion:

- County 24th Street - Additional single-family neighborhood development is planned for privately-owned lands north of County 24th Street, east of 10th Avenue and west of Avenue E 1/2.
- North San Luis - The area north of Cesar Chavez Boulevard, south of County 22nd Street and between 10th Avenue and Avenue F is identified for neighborhood and supporting retail development.

Commercial Growth Areas:
San Luis II Commercial Port of Entry North

- This high priority growth area is critically important to commercial and service expansion in support of the San Luis II Commercial Port of Entry. This modern port of entry opened in November 2010. Private land ownership and access limitations along Avenue E create opportunities for development along the Avenue E Corridor.

Conclusion:
These two (2) overarching elements of the General Plan specifically prohibit the conversion of employment lands to residential uses unless the proposed site is in a Residential Growth Area.

There are two (2) growth areas identified for residential development. A stable political environment, municipal water service, minimal slope, and good soils contribute to the conduciveness of the area for

new development. A variety of land disposition techniques, such as land swaps, purchase or lease, may be utilized in order to allow use of Bureau of Land Management (BLM) and Bureau of Reclamation (BOR) lands. Lands owned by the State of Arizona are available for purchase or lease through an application and auction process.

The area along Avenue E and the San Luis II Commercial Port of Entry is the only Growth Area identified for industrial development. This area, east of Avenue E, has been historically reserved for industrial uses and is the only growth area designated for industrial development. Moreover, this area is in one of the specific areas that the General Plan identifies for the preservation of employment land. Preservation of these lands will allow a future industrial user to successfully operate a larger employment business on this site. In order to allow the necessary revenue-generating businesses to locate in San Luis, there needs to be ample space for these businesses, away from residential uses, that can hinder the ability of these sites to operate at their full capacity. With limited locations for potential industrial users to locate to, the need to preserve the industrial space that exists is the key priority to making other General Plan goals and policies come to fruition.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner, or owners at a particular point in time.

Analysis:
This general plan amendment not only converts Industrial lands, but it places a burden on the remaining land adjacent to the site, and it will place constraints on future operational practices on this area for any industrial user. Permitting residential development will start a chain reaction of land conversions in this overall industrial area, eliminating the much-needed industrial-designated land. This is a large area, 447.5 acres in size, that can be a prime location for future industrial users, and as such, should be maintained as an industrial site.

Conclusion:
The question presented is whether or not the amendment is solely for the benefit of the owner at this point in time. Typically, General Plan Amendments benefit the owner either by enhanced development, potential, or quicker absorption possibilities for its property. In this amendment, the owner is benefited by having a land use designation that is more economically advantageous to the owner.

However, the approval of the proposed general plan amendment would create incompatible land uses in industrial zones and would disadvantage the City of San Luis as a place for industrial activities. Therefore, the amendment does not constitute an overall improvement to the General Plan.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:

a. Significantly altering acceptable existing land use patterns,

Analysis:
The proposed amendment would allow Residential use surrounded by land designated as Industrial.

Conclusion:
Approval of the proposed general plan amendment would create incompatible land uses in an Industrial zone, and would disadvantage the City of San Luis as a place for industrial activities. Industrial land uses are associated with the heavy intensity use of raw materials for the purpose of developing, manufacturing, storing, and shipping products; specifically in the Industrial Land Use designation. Neighborhood uses are associated with residential, neighborhood type commercial, community services/facilities, parks, open space, schools, and master-planned communities. The fundamental purpose of the industrial and neighborhood land use demonstrates their incompatibility, and mixing these two (2) disparate uses creates difficulties for each. Industrial businesses would not want to be located adjacent to a residential use because their operations

may be restricted to preserve the general welfare of the people. This incompatibility would discourage Industrial uses in that area.

Furthermore, approving this request would be contrary to the Land Use Element Section 2.8 - "Employment property must be vigorously protected from being changed to residential uses since once residential development begins to occur it is very difficult to bring employment uses to the vicinity." Therefore, the requested general plan amendment would create incompatible uses that would disadvantage the city as a place to conduct industrial activities. In addition, locating residential within industrial areas could subject users to hazards and nuisances, including noises, odors, and materials associated with industrial processes.

b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems that are needed to support the prevailing land uses and which, therefore, may impact developments in other areas.

Analysis:
It is the desire of the city to encourage development that requires little or no extension of services. Development that occurs within or directly adjacent to existing infrastructure or service areas is the most cost-effective since much of the investment in providing those services has already been made. Building outside of these existing service areas creates sprawl that is very expensive to the community unless the majority of costs are borne by the developer. These costs are not just the basic infrastructure, but also for public safety services that must expand service areas to accommodate the new development.

Growth areas play a significant role in obtaining economic development goals for business, service expansion, and revenue generation. The area where the proposed property is located is identified in the General Plan as a growth area for Commercial and Industrial activities and not for residential.

Conclusion:
The predominant growth pattern in the last 10 years is housing. San Luis experienced rapid population growth that triggered new residential development. However, the commercial, retail, and infrastructure growth has not balanced with residential growth. The continued loss of industrial land to residential uses will impair the use of the remaining industrial land for industrial uses. Staff, as directed by the General Plan, strongly supports the preservation of the industrial land in the city in order to ensure that future job opportunities of this type will occur. The conversion of industrial land in this area will shrink the city's opportunity to provide this type of land use in the city, and most likely will require a greater amount of city services and affect the city's fiscal stability.

c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems; or

Analysis:
The San Luis Circulation Element focuses on a multi-modal circulation and transportation system that will support the current and future land uses. This element is intended to ensure that residents and visitors can move safely, efficiently and conveniently throughout the planning area and also easily access connections to reach the regional area.

State Route 195 was opened to traffic on September 4, 2009. The Arizona Department of Transportation (ADOT), in conjunction with the Federal Highway Administration (FHWA) and the Yuma Metropolitan Planning Organization (YMPO) identified the need to provide a direct transportation route between the then future commercial international Port of Entry (POE) near San Luis, Arizona and Interstate 8 (I-8).

San Luis POE II, built in 2010, is located approximately five (5) miles east of San Luis POE I at the terminus of Avenue E. It provides commercial vehicle inspection and direct access to State Route

195 (SR-195). San Luis POE II was designed with the potential for expansion to accommodate more commercial vehicles per day. POE II is a significant contributor to promoting regional trade.

State Route 195 – Area Service Highway (ASH) connects with Cesar Chavez Boulevard and begins at approximately Avenue E. This roadway is classified as an expressway and consists of two (2) travel lanes in each direction with a wide center median. It will be the major facility supporting international trade associated with San Luis II Commercial Port of Entry. It will provide uncongested access to Interstate 8 for truck traffic.

In the year 2008, the San Luis Future Land Use Plan was amended to include a revised land-use plan for the lands adjacent to San Luis Land Port of Entry (LPOE) II. The purpose of the amendment was to address projected economy, land use and transportation changes due to growth and development within the region and increased border activity as a result of the development of the SR-195 and the new LPOE II. The amended areas are generally bounded to the north by County 19th Street, to the south by the international border, to the east by Avenue F, and to the west by Avenue D.

Due to the proximity to the LPOE II and the SR-195, most of the area around Avenue E was designated for Industrial development. Avenue E corridor was built to standards accommodating heavy trucking activity. Avenue E is identified as a hazardous cargo route in the Yuma County Hazardous Materials Emergency Plan.

Conclusion:
The mix of commercial and non-commercial vehicles creates traffic safety problems as trucks and cars are required to cross between each other. Commercial trucks create visibility problems for non-commercial vehicles, and non-commercial vehicles often back up, congest, and cross paths designed for commercial activity. The proposed amendment would also allow schools to be in an area for industrial uses. An increase in pedestrian traffic contributes to the safety problem, including school kids walking or crossing roadways meant for heavy commercial traffic.

The proposed amendment would adversely affect Avenue E corridor due to the potential hazards by creating a mixture of commercial and non-commercial vehicles. The amendment is inconsistent with the purpose and intention for Avenue E Corridor.

d. Affecting the livability of the area or the health and safety of the residents.

Analysis:
The requested general plan amendment results in the encroachment of incompatible land uses and non-industrial uses in industrial zones, which this policy expressly prohibits. As previously discussed, industrial land uses involve high-intensity use of raw materials for the manufacturing, storage, and shipment of products. These industrial uses frequently result in noise, long operating hours, and large vehicle deliveries and shipments. Neighborhood uses stand in sharp contrast to industrial uses. Neighborhood uses involve all residential uses. Residential uses in an industrial zone would expose people to the byproducts of industrial operations which creates an incompatible situation, the essence of incompatible land use uses. The city would potentially need to impose operational restrictions to resolve conflicts and incompatibilities between residential and industrial land uses.

Conclusion:
The proposed General Plan amendment will adversely affect the public health, safety, and welfare of the residents of San Luis. The project is inconsistent with the San Luis Zoning Regulations by proposing to amend the General Plan to allow residential zones adjacent to industrial. These regulations are designed to conserve and promote the public interest, health, comfort, safety, convenience, and general welfare of the citizens of the City of San Luis. A project that conflicts with these regulations would, therefore, be detrimental to the health, safety, and welfare of the residents

of San Luis.

4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.

Analysis:
Based on the analysis described above, the requested General Plan Amendment is inconsistent with the city's General Plan. The General Plan, functioning as the city's land use doctrine, designates the site as industrial. This classification encompasses a variety of light and heavy industrial uses such as manufacturing, packaging, processing, warehousing, distribution, and ancillary support uses. The requested general plan amendment would allow residential development within an area planned for industrial uses, that are inconsistent with the intent of the General Plan.

Conclusion:
The General Plan has numerous goals and objectives that prohibit and discourage the encroachment of uses that are not compatible with industrial uses. The General Plan designates growth areas for residential development within the planning area. The proposed amendment area was originally designed and agreed on to be designated as an industrial area. Accordingly, it is important to retain these areas for manufacturing, packaging, processing, warehousing and distribution, and in effect maintaining areas for job creation by denying the requested General Plan amendment.

Additionally, staff has determined that the application is inconsistent with the following goals and objectives:

Land Use Element
Goal 2. Reserve areas for employment uses including manufacturing and industrial parks.
Goal 2. Objective B. Focus on areas with convenient access to San Luis II Commercial Port of Entry.
Goal 4.Objective C. Provide appropriate land uses in the vicinity of San Luis II Commercial Port of Entry.
Goal 5. Promote land use compatibility.

Growth Area Element
Goal 1. Identify areas for commercial, industrial and residential growth within and adjacent to the city.
Goal 3. Assure compatibility between new development and existing neighborhoods.

Circulation Element
Goal 2. Match land-use intensities with planned transportation system capacities.

Housing Element
Goal 2. Objective A. Guide residential development within the residentially designated areas on the Future Land Use Plan.
Based on the analysis described above, the requested General Plan Amendment is inconsistent with the Goals and Objectives of the City of San Luis' General Plan, therefore does not meet the approval criteria.

RELEVANT STUDIES, PLANS, & DOCUMENTS:
The following studies, plans, and documents were reviewed by staff so that any pertinent recommendations could be taken into consideration in this analysis. All documents are consistent with the proposed use of Avenue E as a commercial truck route and having the appropriate land use designation of industrial along said avenue:

- City of San Luis 2020 General Plan
- City of San Luis Traffic Circulation Study
- City of San Luis Small Area Transportation Study
- San Luis II Land POE
- YMPO Regional Transportation Plan 2018-2041
- Yuma Regional Transportation Coordination Plan

- Binational Transportation Study
- Yuma County Comprehensive Plan
- City of Yuma General Plan
- City of Yuma Transportation Master Plan
- City of Somerton General Plan
- City of Somerton Small Area Transportation Study
- City of Somerton Transportation Plan Update
- Programa de Desarollo Urbano del Centro de Poblacion, San Luis Rio Colorado, Sonora
- Arizona-Sonora Border Master Plan
- Arizona Trade Corridor Study
- Arizona Multi-modal Freight Analysis Study
- Arizona State Freight Plan
- ADOT, Yuma ASH Environmental Assessment

GENERAL PLAN UPDATE:
The City of San Luis is working on the decennial General Plan Update alongside Matrix Design Group. Attached to this report is a letter from Matrix Design Group recommending to Council to not approve any Major General Plan Amendments until the adoption of the General Plan Update because any changes can alter the overall land use mix within the Municipal Planning Area and thereby affect future city services and resources.

STAFF RECOMMENDATION:
Staff recommends DENIAL of Major General Plan Amendment Case No. 2019-0396, a request by Vega & Vega Engineering, PLC, for a Major General Plan Amendment on 493 acres of land located at the southwest corner of County 24th Street and Avenue D.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
1. **Staff presentation**
2. **Call to the public on this item**

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO DENY APPROVAL OF RESOLUTION NO. 2111.

N/A

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2111
Location Map

Major Amendment Cases
Narrative Statement
Designation Requested
Arizona Department of Transportation Comments
Marine Corps Air Station Yuma Comments
Somerton School District Comments
GYEDC Letter
Border Ranches Letter
Matrix Design Group Letter
Planning and Zoning Commission Minutes of October 8, 2019
Planning and Zoning Commission Minutes of October 15, 2019

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 2111

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS AMENDING THE 2020 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 493 ACRES TOTAL OF LAND LOCATED ON THE SOUTHEAST CORNER OF COUNTY 24TH STREET AND AVENUE D, BY CHANGING 447.8 ACRES FROM BUSINESS AND INDUSTRIAL TO NEIGHBORHOOD;35.2 ACRES FROM BUSINESS TO INDUSTRIAL AND 10 ACRES FROM INDUSTRIAL TO BUSINESS REPEALING ANY CONFLICT PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, the City of San Luis pursuant to Resolution No. 452 adopted the General Plan of the City of San Luis on or about the 27th day of December, 2001;

WHEREAS, David Loo, Eddie Loo and Elizabeth Carpenter, applied for a Major Plan Amendment to change the Land Use Designation on 493 acres of land located on the Southeast corner of County 24th Street and Avenue D, by changing 447.8 acres from Business and Industrial to Neighborhood; 35.2 acres from Business to Industrial and 10 acres from Industrial to Business as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held public hearings on this proposed amendment on October 8, 2019 and October 15, 2019 and made a recommendation of Denial to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on this proposed amendment on November 13, 2019 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2020 General Plan is hereby amended to change the Land Use Designation from Business to Neighborhood for 18.44 acres located at:

Parcel 1

Legal Description: Northeast (NE1/4) of the Northwest Quarter (NW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

APN: 227-14-001

Acreage: 40 Acres

Parcel 2

Legal Description: The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 11 South, Range 14 West of the Gila and Salt River Base and meridian, Yuma, Arizona.

APN: 227-14-002

Acreage: 10 Acres

Parcel 3

Legal Description: The East half (E1/2) of the Northwest (NW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

APN: 227-14-007

Acreage: 20 Acres

Parcel 4

Legal Description: The North 545' of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

APN: 227-14-004

Acreage: 16.5 Acres

Legal Description: The South 775' of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

APN: 227-14-004

Acreage: 23.5 Acres

Legal Description: The Southeast Quarter (SE1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona. Except the South 775' Thereof.

APN: 227-14-004

Acreage: 113 Acres

Parcel 5

Legal Description: The North 545' of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

APN: 227-14-005

Acreage: 8.3 Acres

Legal Description: The South 775' of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.

APN: 227-14-005
Acreage: 11.73 Acres

Parcel 6
Legal Description: The East Half (E1/2) of the Southwest (SW1/4) of the Northwest Quarter (NW1/4) and Southeast (SE1/4) of the Northwest Quarter (NW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.
APN: 227-14-008
Acreage: 60 Acres

Parcel 7
Legal Description: Northeast (NE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma, Arizona.
APN: 227-14-006
Acreage: 40 Acres

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2019.

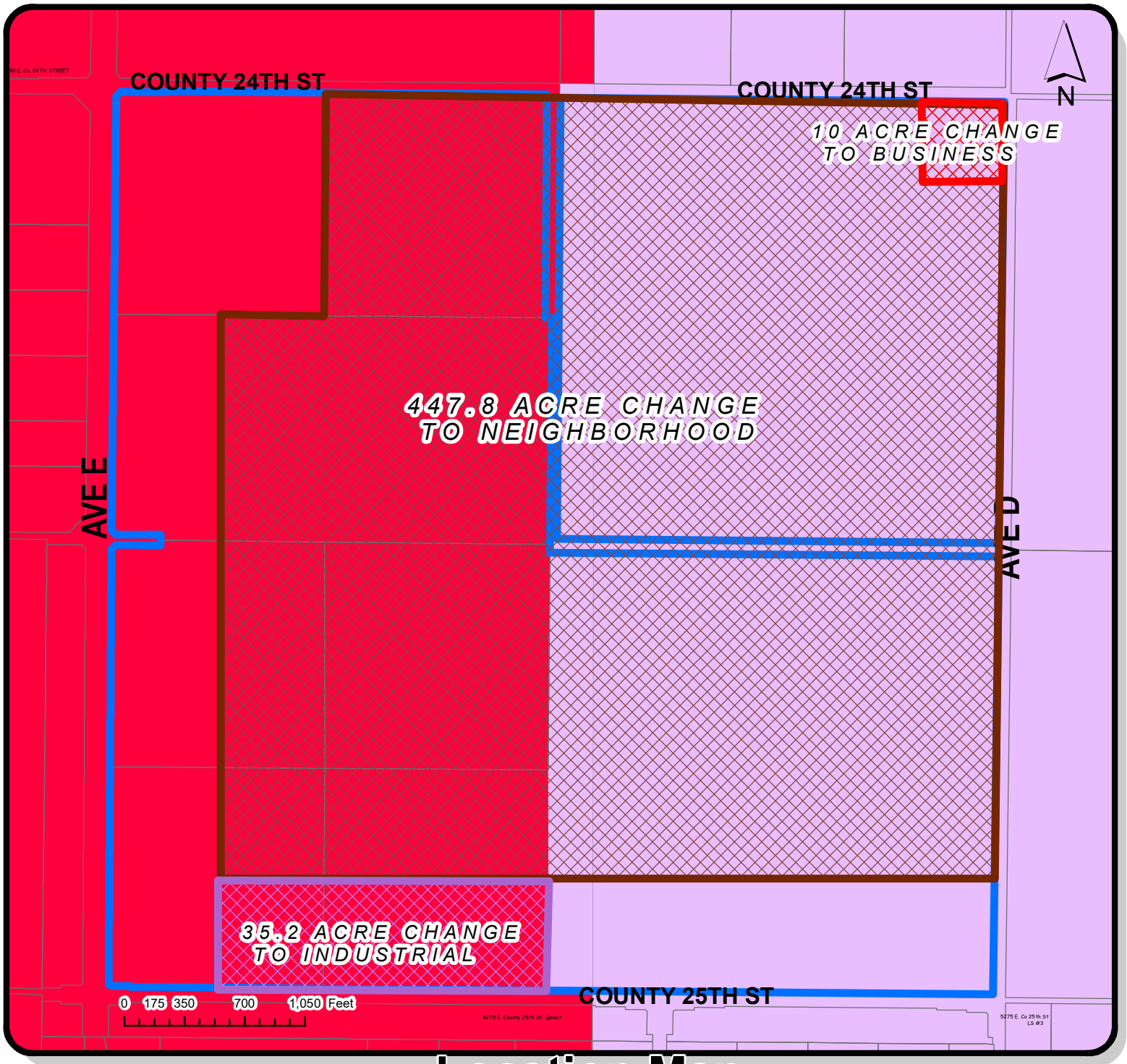
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Macuil, City Attorney



Location Map MAJOR AMENDMENT

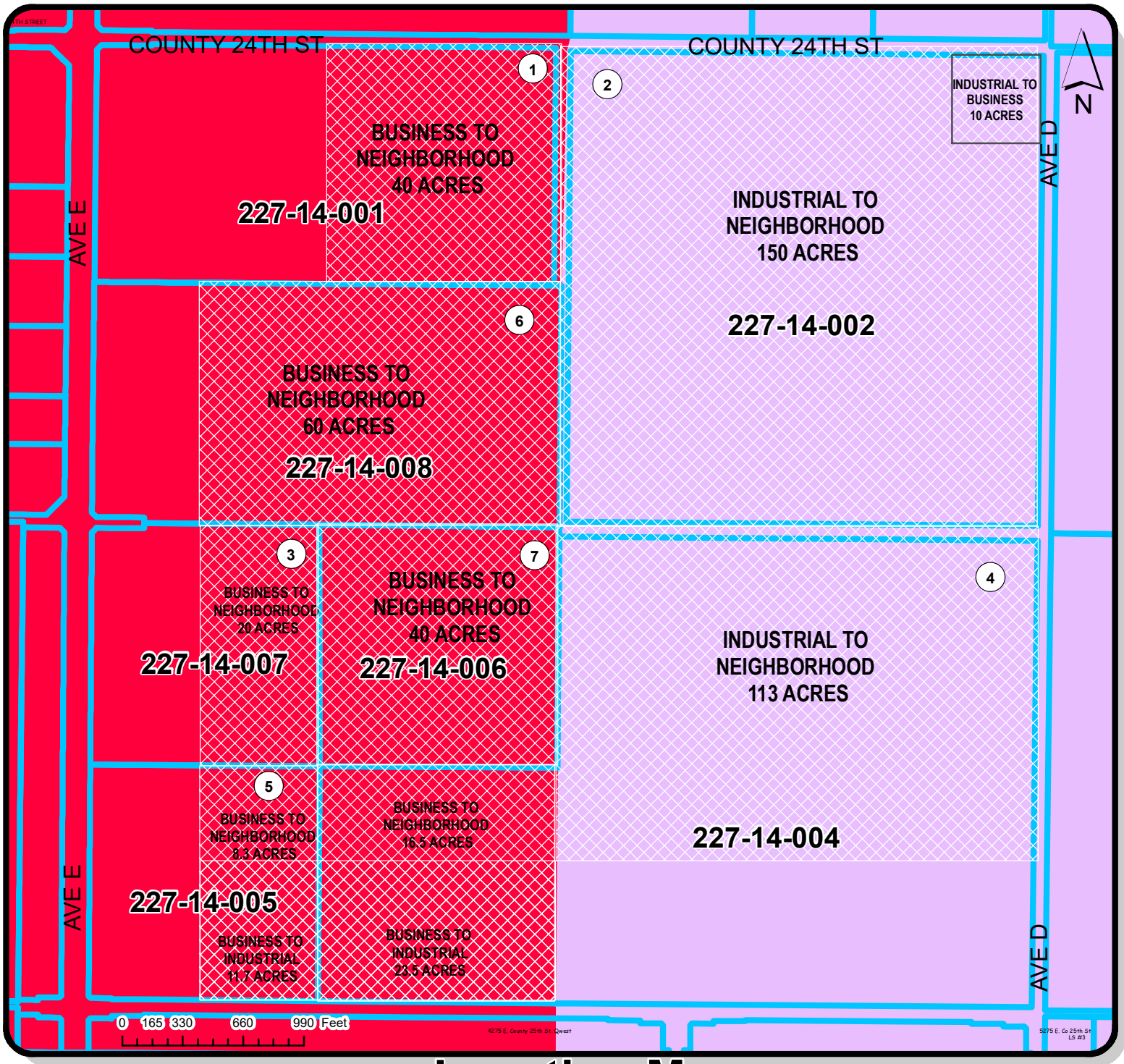
LOCATION OF SUBJECT PROPERTIES

Assessor's Parcel No. 227-14-001,227-14-002, 227-14-004,227-14-005,227-14-005,227-14-006, 227-14-007,227-14-008.

LAND USE

- Business
- Industrial

Date: 7/7/2019	PLANNING & ZONING GIS	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0396
Checked By: ROMAN PACHECO		**APPROVED BY:** JOSE A. GUZMAN	



Location Map

LOCATION OF SUBJECT PROPERTIES

Assessor's Parcel No. 227-14-001,227-14-002
227-14-004,227-14-005,227-14-006,
227-14-007,227-14-008.
PARCEL

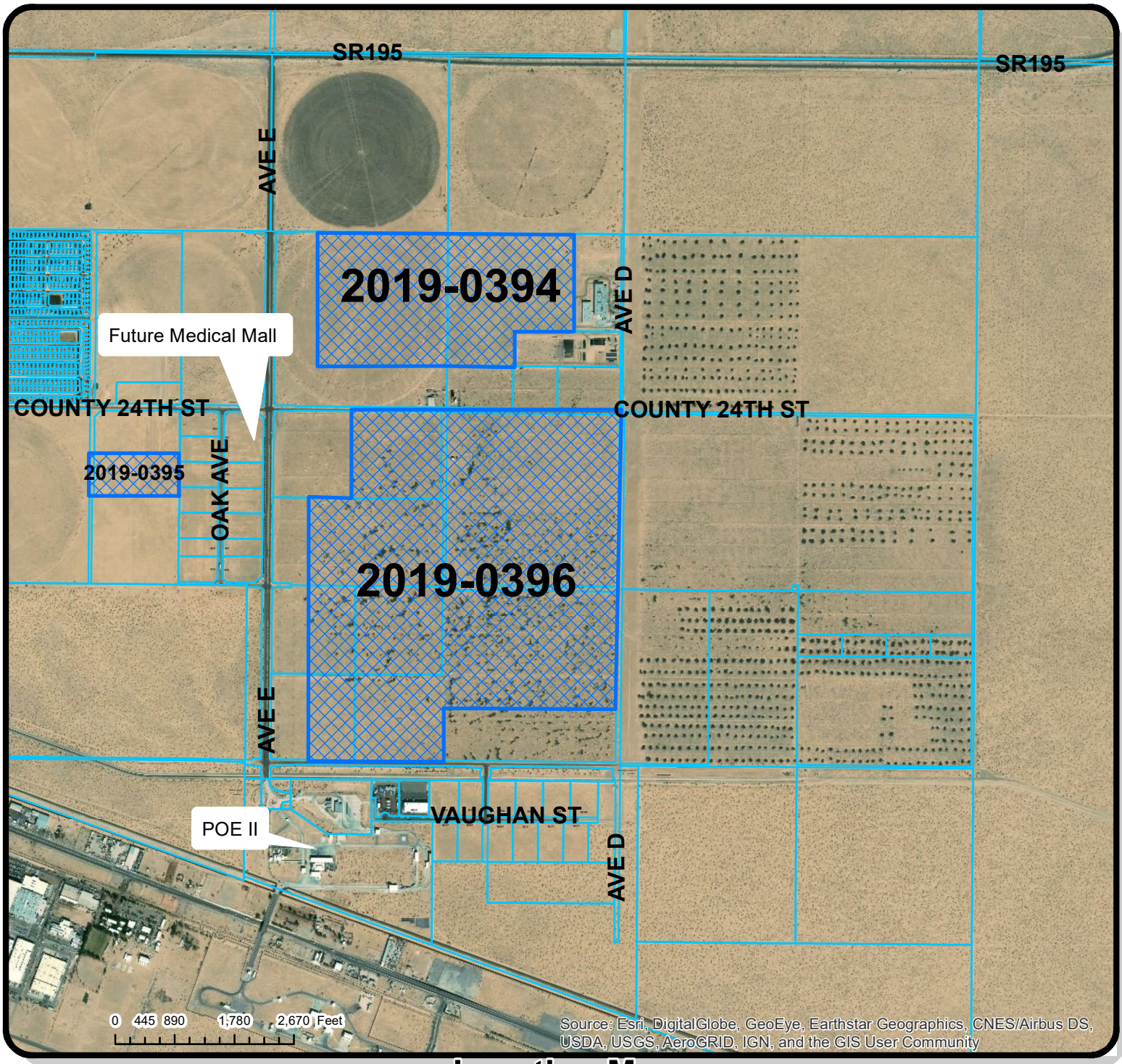
MAJOR AMENDMENT

LAND USE

INDUSTRIAL

BUSINESS

Date: 10/7/2019	PLANNING & ZONING GIS	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0396
Checked By: ROMAN PACHECO		**APPROVED BY:** JOSE A. GUZMAN	



LOCATION OF SUBJECT PROPERTY

Location Map

MAJOR AMENDMENT

MAJOR AMENDMENT CASES

Date: 10/10/2019	PLANNING & ZONING	**Prepared By:** ISAAC GUTIERREZ	**Case No.** 2019-0394, 2019-0395, 2019-0396
Checked By: ROMAN PACHECO	GIS	**APPROVED BY:** JOSE A. GUZMAN	

The attached application for a major amendment to the existing San Luis General Plan is designed to provide a mix of Residential, Commercial and Industrial Zoning for 640 acres east of Avenue E between County 24th and County 25th in the eastern portion of the City of San Luis.

The current zoning for this area is Industrial, which is a result of the construction and opening of the commercial Port of Entry ("San Luis II") in 2010. For the past ten years, significant private resources have been invested in the area's infrastructure to entice industrial development in east San Luis. Unfortunately, these efforts have been slow to materialize and have had minimal impact on the local area.

Coincidentally, over this same period, this same east San Luis sub-market has experienced substantial residential growth. The City of San Luis has become one of Arizona's fasted growing municipalities and significant residential infrastructure (utilities, water and sewer) was put into place in the immediate area to accommodate this growth. Additionally, the path of neighborhood development for the City of San Luis is constrained by the border with Mexico and the prevalence of agricultural land directly north, leaving east San Luis as the logical path for the City's expansion. As evidence of this, east San Luis experienced over 300 single family units sold in 2017 and over 400 units sold in 2018.

As a result, we are making this application for a major amendment to the general plan to continue this robust growth in eastern portion of the City of San Luis, provide an appropriate mix of uses within the area and allow for any future development that arises out of increased traffic from San Luis II.

Our overall revised plan will amend the use of this 640 acre tract from almost entirely industrial into three separate uses: Residential, Commercial and Industrial.

1. **Residential – (378 acres residential/80 acres school)** As this portion of east San Luis is a primarily desert, residential development will not eliminate any agricultural ground nor impact agricultural employment in the area. The residential development for this acreage will focus on affordable for sale and rental housing stock. We will provide work force housing for the immediate vicinity and the greater Yuma County area.

   The residential component of our proposed amendment includes increased infrastructure to accommodate the anticipated population growth, including a donation of ten acres of land to the Somerton School District to build the first elementary school in the immediate area. Our amended use plan for this parcel also contemplates the future construction of a junior high school and a high school.

2. **Commercial - (100 acres)**– The commercial component of our amendment contemplates adding infrastructure to accommodate the current anticipated residential and industrial uses in the area, as well as

any potential demand/uses that arise as a result of San Luis II being modified to accommodate access by private vehicles.

Currently, the immediate area will benefit from the development of retail services including but not limited to gas stations, restaurants and retail uses. Additionally, our commercial amendment contemplates including necessary services for the area like a US Post office and city services like a police and fire station.

Additionally, the amended use plan for our commercial acreage anticipates potential office and retail uses that may arise as a result of increased traffic through San Luis II. Currently, there is a slow but increasing number of commercial trucks crossing to and from San Luis, AZ and San Luis, Sonora Mexico. However, we anticipate that San Luis II will ultimately allow for private vehicle traffic and "To be determined" commercial demand and development will arise as a result.

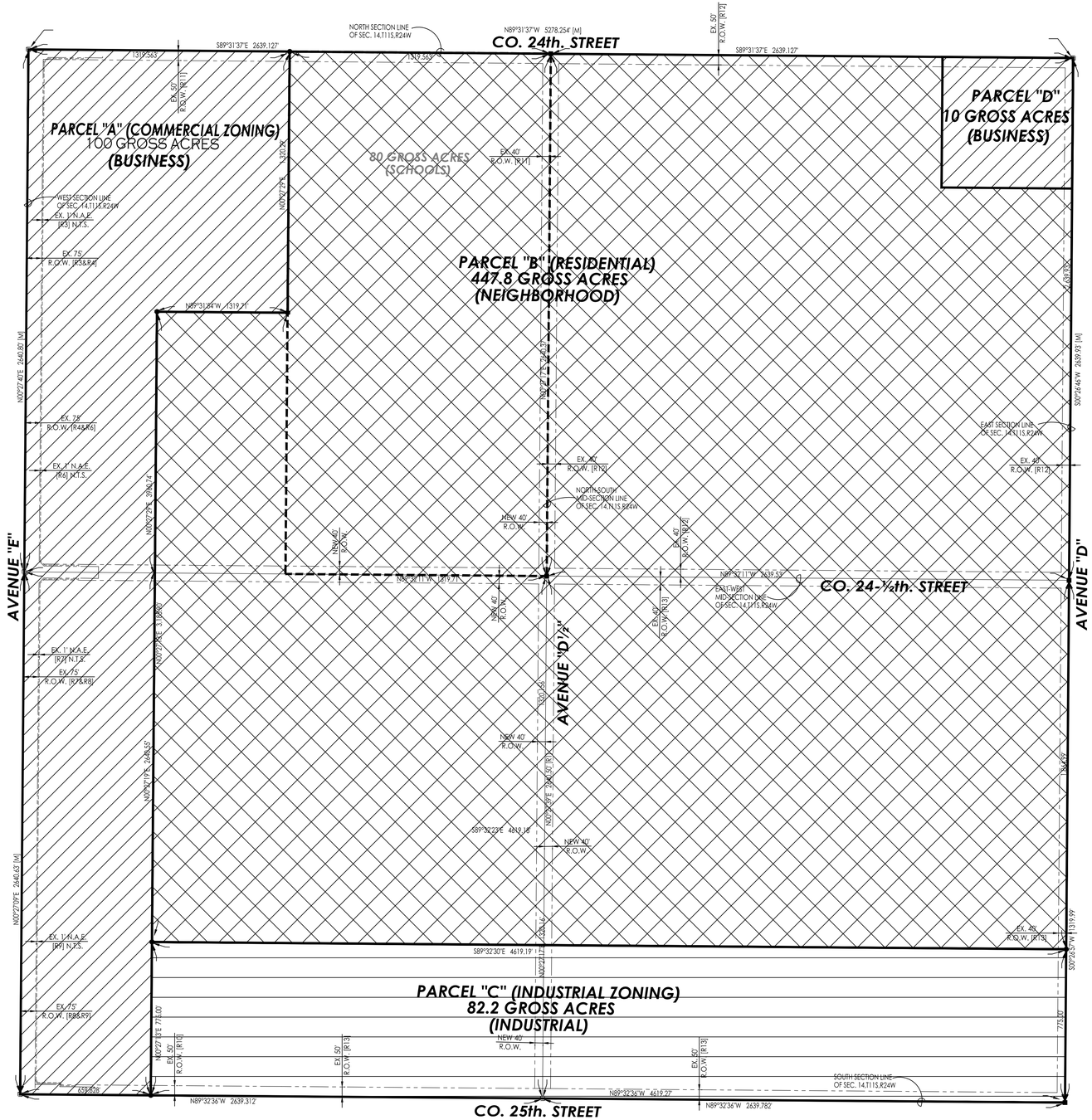
3. **Industrial – (82 acres)** While the Industrial development in the area has been slow to materialize, there is still a need for this type of use and development. Our plan amendment allows for small manufacturing, distribution centers, coolers and other industries that will benefit from cross border trade and proximity to San Luis II.

This request for a major amendment to the existing general plan reflects the current path of development for the City of San Luis, enhances growth in an orderly manner and does not adversely impact the community in any way. This amendment would be consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances. In its current form, our amendment request requires no additional changes to the infrastructure in the area, does not alter any access point to feeder roadways and maintains the flow of traffic as intended in the current general plan.

Further, the requested changes in our plan amendment will immediately augment the livability for the residents of San Luis by bringing needed improvements such as schools, medical, retail and governmental services to the eastern portion of the city. Perhaps more importantly, our plan amendment will also enhance the long-term economic viability of San Luis by creating a sustainable path of development for the city away from the vital agricultural lands to the north, as well as by allowing for future commercial and industrial development that arises out of the increased commercial and private vehicle traffic emanating from San Luis II.

EAST CITY OF SAN LUIS SAN LUIS PORT II

GENERAL PLAN MAJOR AMENDMENT PLAN



NORTH

SCALE: 1"=300'

PREPARED BY:

VEGA & VEGA ENGINEERING PLC

PROPOSED GENERAL PLAN AMENDMENT PLAN

WWTP

YUMA

Avenue E

Avenue D

CHANGE FROM BUSINESS TO NEIGHBORHOOD 8.3 AC. +/-

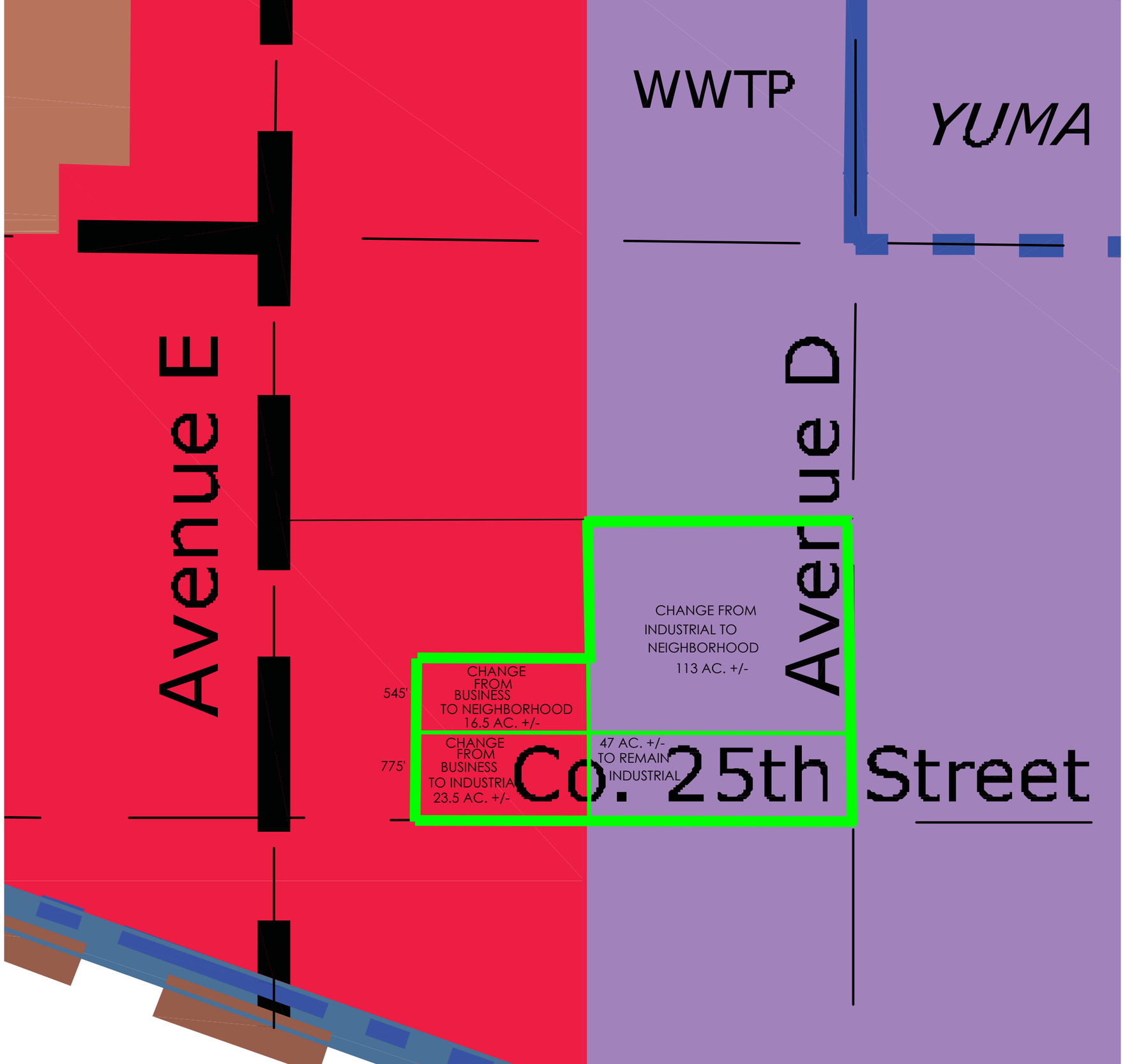
545'

CHANGE FROM BUSINESS TO INDUSTRIAL 11.7 AC. +/-

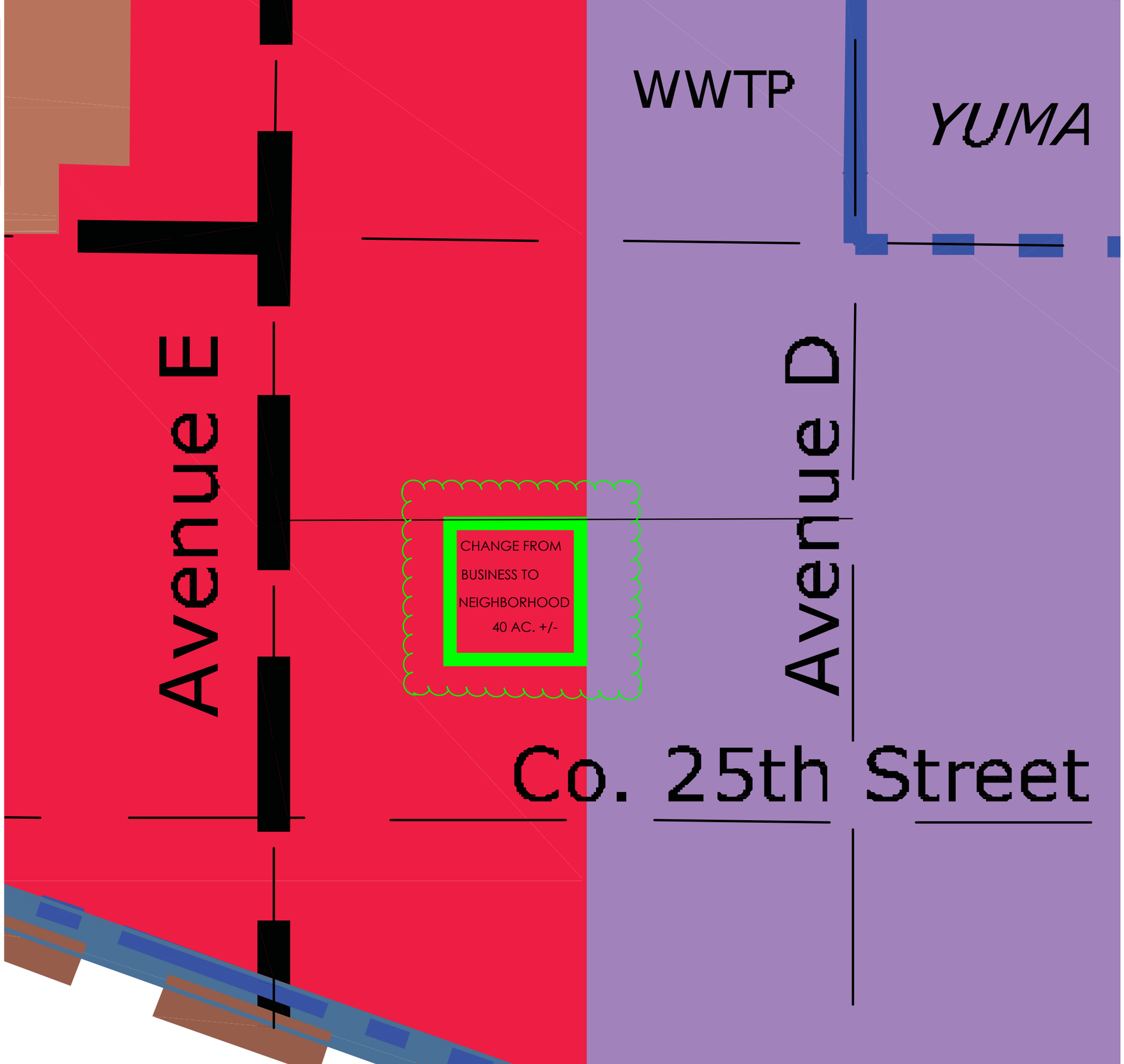
775'

Co. 25th Street

PROPOSED GENERAL PLAN AMENDMENT PLAN



PROPOSED
GENERAL PLAN
AMENDMENT
PLAN



PROPOSED GENERAL PLAN AMENDMENT PLAN

WWTP

YUMA

CO. 24TH STREET

Avenue E

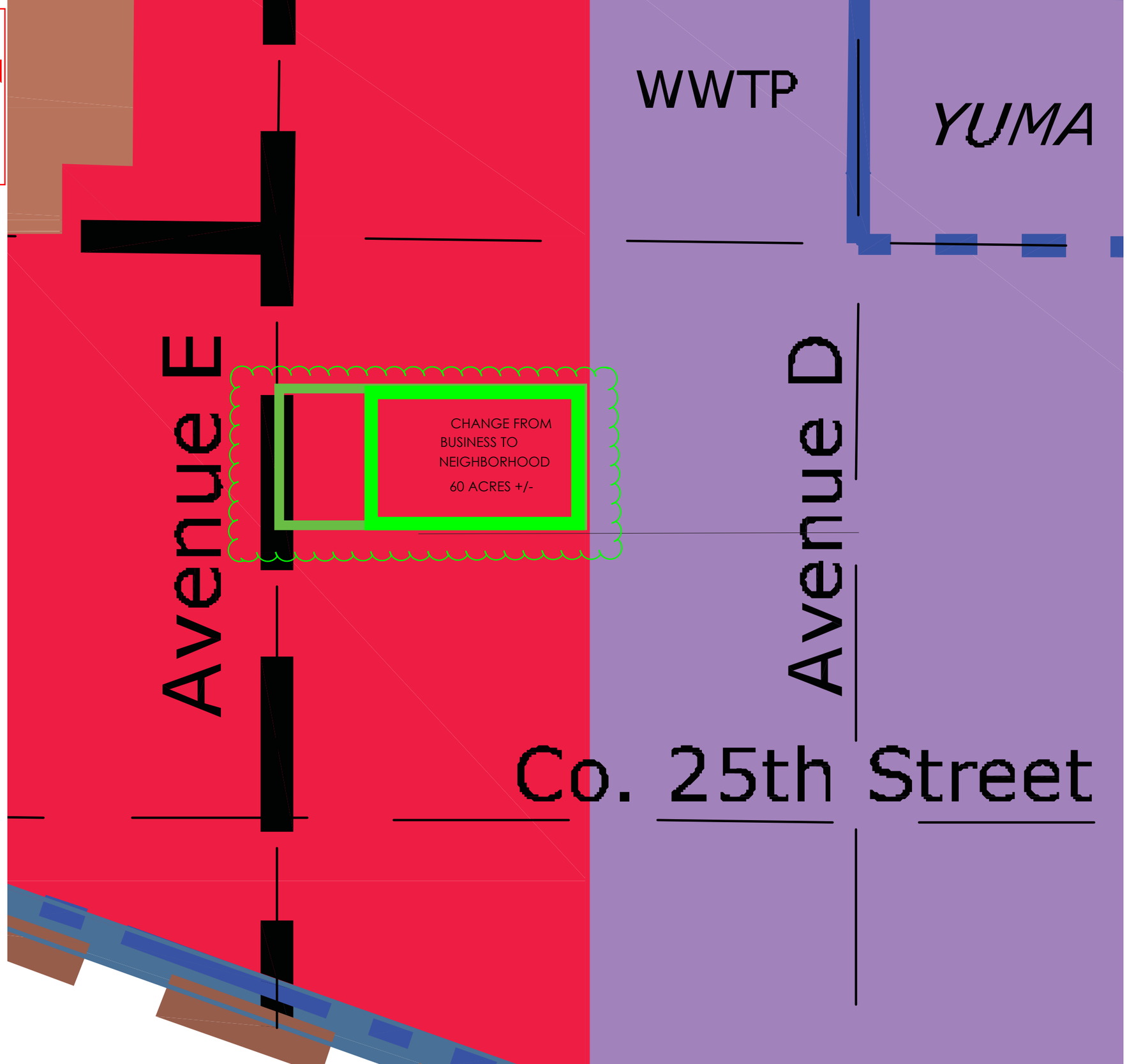
Avenue D

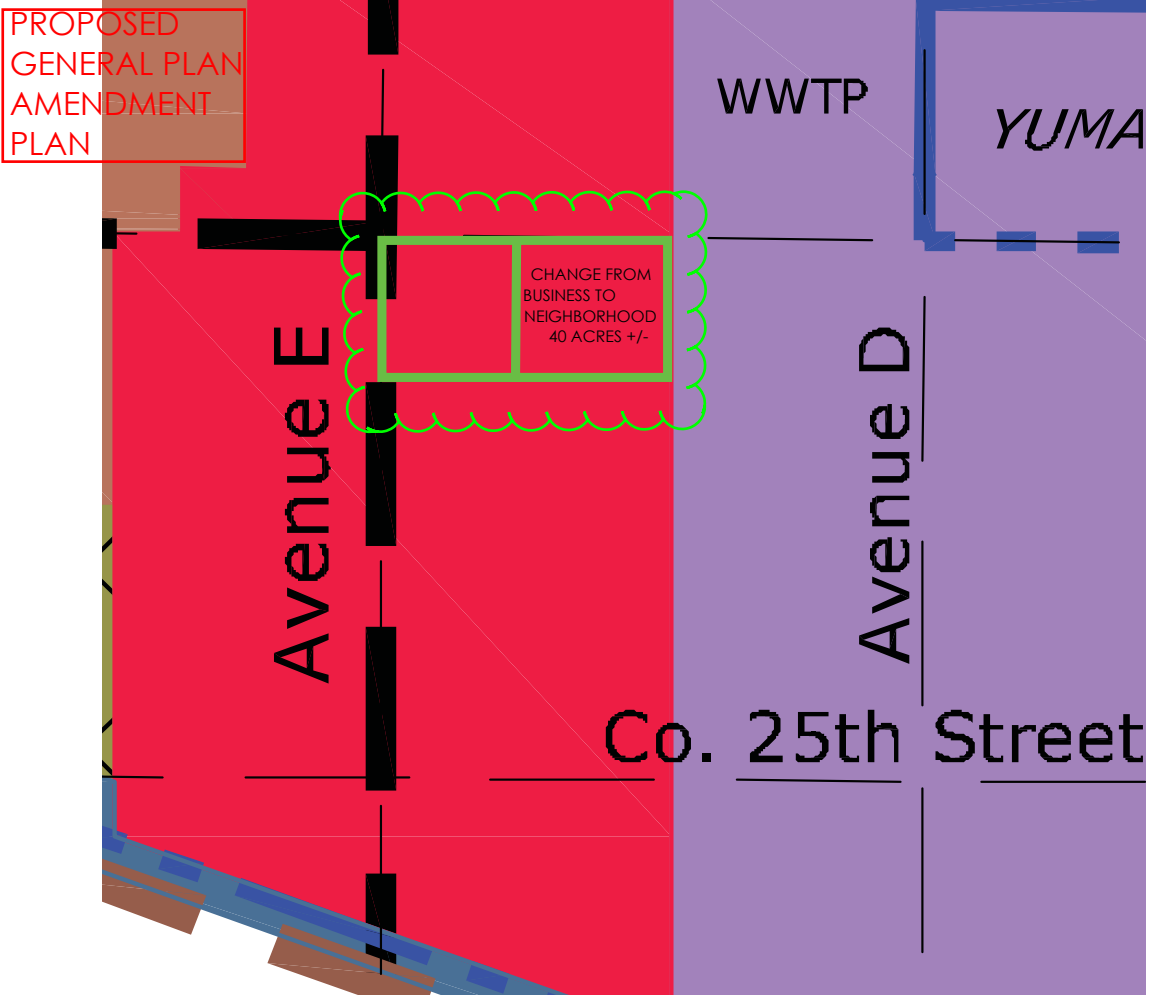
CO. 24-1.2 TH STREET

CHANGE FROM BUSINESS TO NEIGHBORHOOD

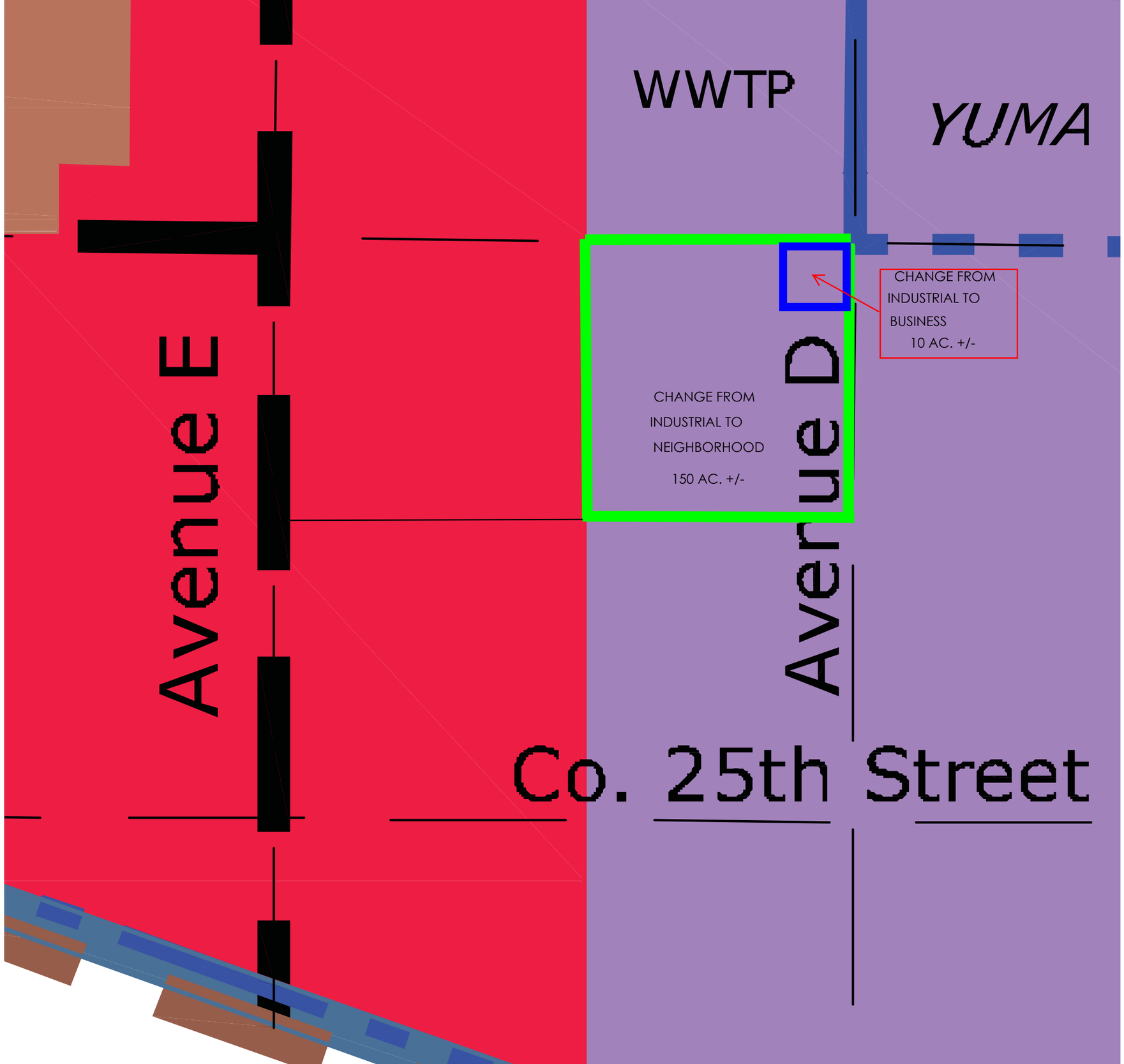
Co. 25th Street

PROPOSED GENERAL PLAN AMENDMENT PLAN




PROPOSED
GENERAL PLAN
AMENDMENT
PLAN
WWTP
YUMA
CHANGE FROM
BUSINESS TO
NEIGHBORHOOD
40 ACRES +/-
Avenue E
Avenue D
Co. 25th Street

PROPOSED GENERAL PLAN AMENDMENT PLAN



Jose A. Guzman

From: Roman Pacheco
Sent: Thursday, September 5, 2019 4:29 PM
To: Jose A. Guzman
Subject: FW: [EXTERNAL] Major Amendment Case No. 2019-0396- ADOT Southwest District Comments
Attachments: DOC071119-004.pdf; MA-2019-0396.pdf; MAJOR AMENDMENT PLAN--640 AC.pdf

FYI

From: Isabell Garcia <igarcia@azdot.gov>
Sent: Thursday, September 5, 2019 3:16 PM
To: Roman Pacheco <RPacheco@sanluisaz.gov>
Subject: [EXTERNAL] Major Amendment Case No. 2019-0396- ADOT Southwest District Comments

Good afternoon, below are the ADOT Southwest District's comments on Case # 2019-0396:
"ADOT Southwest District has no comment on the proposed land changes; however, we would like to request a Traffic Impact Analysis (TIA) be completed once there is a specific development(s). We would like to assess the potential impacts these new developments would have on the intersection of State Route 195 and Avenue E. The proposed developer(s) could prepare a combined TIA for the entire area and identify when various improvement(s) are needed. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov

---------- Forwarded message ---------
From: **Roman Pacheco** <RPacheco@sanluisaz.gov>
Date: Tue, Sep 3, 2019 at 11:44 AM
Subject: FW: Major Amendment Case No. 2019-0396
To: igarcia@azdot.gov <igarcia@azdot.gov>
Cc: Bfenske@azdot.gov <Bfenske@azdot.gov>

Isabell-

Attached find Major Amendment Case No. 2019-0396 for your review. this case was also sent out same day as the other others back on July 12th.

Thanks,

Roman Pacheco

City of San Luis

From: Roman Pacheco
Sent: Friday, July 12, 2019 8:15 AM
Subject: Major Amendment Case No. 2019-0396

Good morning-

Please find attached Major Amendment Case No. 2019-0396 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Thanks,

Roman Pacheco

Planning Technician

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

P: 928.341.8563 Ext. 2047 | F: 928.341.8599

www.cityofsanluis.org

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Roman Pacheco

From: FINCH CIV Mary Ellen <mary.e.finch@usmc.mil>
Sent: Tuesday, July 16, 2019 7:42 AM
To: Roman Pacheco
Cc: Black CIV Gabriela L
Subject: [EXTERNAL] RE: Major Amendment Case No. 2019-0396

Good morning Roman,
I have reviewed Major Amendment Case 2019-0396 and it is approximately 7.5 miles from the Barry M. Goldwater Range boundary. As such we would have no objection to this redesignation from Business to Neighborhood.

Thank you for the opportunity to review and comment.

Mary Ellen

-----Original Message-----
From: Roman Pacheco [mailto:RPacheco@sanluisaz.gov]
Sent: Thursday, July 11, 2019 5:56 PM
Subject: [Non-DoD Source] Major Amendment Case No. 2019-0396

Good evening All-

Please find attached Major Amendment Case No. 2019-0396 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Roman Pacheco

Planning Technician

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

P: 928.341.8563 Ext. 2047 | F: 928.341.8599

www.cityofsanluis.org <http://www.cityofsanluis.org/>

Jose A. Guzman

From: Roman Pacheco
Sent: Wednesday, August 14, 2019 9:56 AM
To: Jose A. Guzman
Subject: FW: [EXTERNAL] Re: Major Amendment Case No. 2019-0396

FYI

From: Laura Noel <lnoel@ssd11.org>
Sent: Wednesday, August 14, 2019 9:29 AM
To: Roman Pacheco <RPacheco@sanluisaz.gov>
Subject: [EXTERNAL] Re: Major Amendment Case No. 2019-0396

Good Morning Mr. Pacheco,

Thank you for allowing our School District to have comment regarding the "Major Amendment Case No. 2019-0396". Our School District would benefit from the zoning changes proposed.

It is our intention to build a school on the NE1/4 of the NE1/4 of the NW 1/4 of Section 14, Township 11 South, Range 24 West of the Gila and Salt River Base and meridian.

We have secured the funding from the Arizona School Facilities Board and are currently getting appraisals and environmental studies done.

The changes in zoning under consideration in that area are favorable toward neighborhoods, children and school community. Thank you for considering these changes. Please let me know if you need a representative of our District to speak or give you any other form of communication that would be helpful in supporting the changes.

Thank you again for allowing our comments in support of the zoning changes.

Laura Noel, Ed.D.
Superintendent

Somerton School District #11
343 N. Carlisle Ave.
Somerton, AZ 85350
http://www.ssd11.org
928.341.6000

"I didn't fail 1,000 times. The light bulb was an invention with 1,000 steps."
Thomas Edison

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On Jul 11, 2019, at 5:55 PM, Roman Pacheco <RPacheco@sanluisaz.gov> wrote:

Good evening All-

Please find attached Major Amendment Case No. 2019-0396 letter and 2 maps for your review. Please note that the end of 60-day review period is September 9, 2019. We welcome any comments you may have regarding this proposal. If you have any questions concerning this Major Amendment case, please contact the office of Planning and Zoning at (928)341-8563.

Roman Pacheco
Planning Technician
Planning & Zoning Department
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
P: 928.341.8563 Ext. 2047 | F: 928.341.8599
www.cityofsanluis.org
<image001.png>

<DOC071119-004.pdf><MA-2019-0396.pdf><MAJOR AMENDMENT PLAN--640 AC.pdf>

Mayor and Council
City of San Luis AZ
1090 E Union Street
San Luis AZ 85349

Dear Mayor and Council:

I write to you today to lend our support to the request from the Loo Family to amend their land use in East San Luis. GYEDC has worked with the Loo family for over 10 years and have a great appreciation for their investment and efforts in growing the opportunities in San Luis.

We recognize their request aligns with the future development in many cities in the US. A live, work, play environment is the most sought-after ecosystem in the country today. Living near work, school and quality of life offerings is how most redevelopments are structured in metropolitan areas and more closely, the City of Yuma. Advanced Manufacturing is clean industry and is often comingled with higher education and residential property. I believe the goal of this request is very futuristic and will benefit the City of San Luis, by increasing their competitiveness with other metro areas.

If GYEDC is successful in recruiting a large manufacturer that could create over 1000 jobs, it would be best for San Luis if these new employees could live in the community where the company has chosen to locate. This land use amendment allows for the City to capture all ancillary benefits of having a major employer locate in your community. The fact that healthcare is already an anchor in this park, is only one example of how this ecosystem will benefit both the City and potential companies interested in locating in San Luis.

I will admit we were concerned when we first read this proposal. After meeting with the Loo's, we understand their long-term planning and support their decision to diversify their property. San Luis will remain the County's largest shovel ready industrial solution for manufacturing even with this amendment. Smart planning will prevent road issues and the comingling of traffic. We do believe this is a strong solution for the long-term future of San Luis AZ. Thank you for your consideration.

Sincerely,

Julie Engel
President/CEO

Border Ranches, L.L.C.

2921-B S. Kish Avenue ❖ Yuma, AZ 85365
Office: (928) 342-7300 ❖ Fax: (928) 342-9346

October 15, 2019

Jose A. Guzman
City of San Luis
Planning & Zoning Department
PO Box 3750
San Luis, AZ 85349

Re: Major Amendment Case No. 2019-0396/Request to Amend City of San Luis General Plan

In response to your letter dated September 23, 2019 regarding the above referenced matter, representatives of Border Ranches, L.L.C. are unable to attend the October 15, 2019 meeting and would like to provide this written statement in support of the proposed Major Land Use Amendments to the San Luis General Plan.

We own land near the parcels in question and believe it is an appropriate location for more residential and related uses. San Luis needs more land for residential development to meet the current and future housing needs of its citizens. There is almost no available vacant land within the City currently designated for residential use, but there is plenty of land designated for industrial uses. In addition, this part of San Luis is a better location for growth than the Yuma Valley to preserve the highly productive farmland in the Yuma Valley.

We understand that the applicant is working with the Somerton School District to site a much needed school campus in this area. We believe the applicant understands the market conditions and has proposed compatible and appropriate land uses for the subject parcels. As a result, we support this application.

If you have any questions or need any additional information, please feel free to contact me at 928-445-0911 or josh@tierramanagement.com.

Sincerely,

Joshua J. Meyer

Joshua J. Meyer

Matrix Design Group, Inc.
2020 N. Central Avenue, Suite 1140
Phoenix, AZ 85004
O 602.288.8344
F 602.324.8985
matrixdesigngroup.com

November 6, 2019

City of San Luis
Jose A. Guzman
Director of Planning and Zoning
1090 E. Union Street
San Luis, Arizona 85349

RE: Major Future Land Use Map Amendments

Dear Mr. Guzman:

As you are aware, Matrix Design Group is currently working on the update of the City of San Luis General Plan with an anticipated completion date in early 2020 and general election date of November 2020. It has come to our attention that applications for several major Future Land Use Map amendments have been submitted to the City as part of the City's 2019 Major General Plan Map Amendment process. These are generally large properties which are currently designated as commercial or industrial uses, but are being proposed as residential use. Our understanding is that they have been heard by the Planning and Zoning Commission and are scheduled to be heard by the City Council on November 13th.

Considering the timing of the City's general plan update, which will include an update of the Future Land Use Map, we believe a prudent course of action would be the following:

- The City Council hold the public hearing scheduled for November 13th and receive input from the public. This would satisfy the statutory requirement for the public hearing to be held in the calendar year that the application is filed.
- The City Council continue the applications for future Council action in conjunction with, or following, adoption of the San Luis General Plan 2040 update. The Future Land Use Map is currently being analyzed and discussed with City staff for potential changes based on research done to date. The requested amendments should be evaluated as part of the overall Future Land Use Map context, as those changes can alter the overall land use mix within the Municipal Planning Area and thereby affect future City Services and resources. In addition, any public input received at the November 13th hearing can be considered in relation to the general plan update.

Matrix has received the applications from City staff and they are being evaluated as part of the current general plan update efforts. The changes being requested may be included with or without modification in the updated Future Land Use Map if the evaluation is favorable within the context of the entire plan.

Please let us know if you have any questions.

Sincerely,

Martin Scribner, AICP, CFM
Principal Associate
Matrix Design Group

MINUTES

REGULAR MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
OCTOBER 8, 2019
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:10 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE: Pledge of Allegiance was led by Chairman Marco A. Pinzon.

PRESENT:
Chairman Marco A. Pinzon
Commission Member Daniel Bazua
Commission Member Javier Barraza
Commission Member Hugo Garcia
Commission Member Guillermina Fuentes
Commission Member Veronica Zavala

ABSENT:

Staff Present:

Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Kay Macuil, City Attorney
America Cano, Administrative Coordinator
Eulogio Vera, Public Works Director

Others Present:

Buna George, Greater Yuma Port Authority
Christian Cuevas, Interpreter
Elizabeth Carpenter
Frank Rascon, Industrial Park Association
Gloria Torres, Council Member
Joe Harper, Resident
Mario Jauregui, San Luis Industrial Park
Mark Concha, Riedel Holdings, AZ, LLC.
Najeh K. Edais, Edais Engineering, Inc.
Olivia Jenkins, Riedel Holdings AZ, LLC.
Nieves Riedel, Riedel Holdings AZ, LLC.
Russel L. Jones, RL Jones
Susan K. Thorpe, Yuma County Administrator

3. CONSENT AGENDA

3. A. APPROVAL OF MINUTES

-Regular Planning and Zoning Commission meeting held September 10, 2019.

MOTION: **Vice Chairman Daniel Bazua/ Commission Member Hugo Garcia** to approve the consent agenda as presented. The motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye

Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. ITEMS REQUIRING DISCUSSION AND/OR ACTION – the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

4. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394. A request by Edais Engineering, Inc. on behalf of San Luis Port, LLC, to change the land use designation from Business and Industrial to Neighborhood for 164.76 acres located at the northeast corner of Avenue E and County 24th Street.

A. Open public hearing
MOTION: **Commission Member Javier Barraza/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation
Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019.

Najeh Edais, Edais Engineering, San Luis running out of residential land. When we were considering this piece of property located north of 24th Street and this piece of property is far from border. The chance to ever developing for Industrial is very rare. Leaving this land vacant

for a very long time is not beneficial to the City of San Luis and its citizens. This is good for us because there is a need for residential development and it is far from industrial activity and far from the border. As you see, we are not changing the business part for the commercial. The corridor along Avenue E it is going to remain as commercial. We think this is very viable for the city to have businesses such as gas stations, hotels and strip shopping centers to support traffic that goes back and forth into the port. Therefore, we are leaving corridor along Avenue E and along 24th street as commercial. Furthermore, Mr. Edais stated that they are working for what is best for that area.

Commission Member Guillermina Fuentes, asked what is the distance from the corridor from Avenue E and 24th Street. **Mr. Edais** responded about 1/8 of mile (660 ft.). Furthermore, Fuentes stated that the reason why she was asking that question is that because people starting to asking how far or is this going to be right on Avenue E and County 24th Street. **Edais** responded that the area behind them is what they are suggesting to be residential.

Peter Gill, 1451 South Adams Street, Yuma, Arizona, Stated that his father-in-law is Stephen Shadle, the property owner. We been working for many years to do a development plan for this property, playing with medium density housing, low and high density. This is more of a combination of those efforts of those many years.

Russel Jones, 3644 West Brandi Lane, Yuma, AZ, representing RL Jones Properties a company that owns almost over half of Magrino Industrial area that has been developed so far. We already invested between ten to fifteen million dollars in improvements to that area and have plans to do other improvements so obviously what happen to the industrial properties there and its values are very important to us. This particular project is not within the normal distance to be considered so I am coming from a different perspective on this. When Charlie Urtuzuastegui and myself signed the papers to apply to become a City of San Luis. One of our first projects was the Industrial Park that is currently in the City of San Luis and that is because the original group felt that if we do not have meaningful jobs in San Luis is was going to hurt us because the way that taxes work in Arizona. Housing does not pays its full way, I am sure you all know that. The taxes and things that it pays at a state level do not cover the cost supervising public services the housing. Therefore, you need the commercial and industrial at the tax rate that they pay. In addition, the rate they pay for electricity and everything else which keeps everything else flowing. As you consider this different projects I would ask you to look at the requirements and lets not do like we did on Juan Sanchez/Cesar Chavez and have all these stop signs and stop lights nothing is coordinating. Everybody in town tries their best to avoid Juan Sanchez/Cesar Chavez because of that, let us not do that to Avenue E, there has to be a balance.

Mario Jauregui, County Resident, stated that he is a long time resident of San Luis. He is been a member of this community since he was 11 years old. His business partner Henry Chavez and

himself own a business here in San Luis were hundreds of trucks come in and out of our facility it is about 17 acres. We found ourselves that is not enough. Therefore, we purchase 13 acres of the Magrino Industrial Park. We are in the process right now of building a 25,000 square new building (Phase 1). The Commercial Port of Entry is a huge asset that we have and we cannot jeopardized. This last year for the first year in ten years we have 28% growth in commercial import in this port and we foresee this increasing in the next 5 years. Right now as we may see 300 trucks on Avenue E, you are going to see 400 next year and 1,000 trucks on Avenue E within the next 4 years. Avenue E and Industrial Park are adjacent to Customs Commercial Port of Entry are such a critical part of this community. We are going to be employing a whole lot more people with long term and well-paying jobs. Most of you can picture where we are right now, surrounded by housing and how inconvenient it is for everybody. we do not want to see that happen be close to housing. That needs to be limited access it is going to be very dangerous. Growth exits me, I want to see more houses been built it is just a critical part.

Gary Magrino stated that he is one of the funders of this. There is no industrial opportunities in South County. I am not connected with anybody here I am on the board of the Greater Yuma Port Authority and I can let all of you know that the Greater Yuma Port Authority has authorize me to say that they are very concern about this action. I am a business director of the Cocopah Tribe who do own property in the Industrial Park. When we first came out here and found the old cattle crossing, we thought it would be an easy place to put a commercial port because there was already cattle going across. We found that there was still a five-year adventure with the presidential permit. When we put the Industrial Park in, if you think about it like a heart, it is the economic pump. In addition, the only thing that feeds the heart is Avenue E. The three spots, 25th, 24th and up to 23, limited access. When we put in the I95 going up to Yuma, limited access. We wanted to ensure the trucks coming from through San Luis would have a safe way to get across this property and an expeditious way to get to the freeway. **Mr. Magrino** furthermore, stated that another thing that really scare him is a school district on Avenue E.

Chairman Pinzon stated that the traffic would always be an issue. We hope that one day it is done in a good way for everyone, in a way there is not too much congestion.

<u>MOTION</u>: **Commission Member Guillermina Fuentes/Commission Member Hugo Garcia** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC. on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

A. Open public hearing
MOTION: **Commission Member Javier Barraza/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation
Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case

No. 2019-0395 to the Planning and Zoning Commission meeting of October 15, 2019.

Vianey Vega, Vega and Vega Engineering, representing property owner for this case. This amendment is to complete second phase of Subdivision that they are going to start construction in the next couple of weeks. We are going to the final approval stages with the city to get first phase under construction. The project started trying to develop all 40 acres at one phase but because of the rezoning and amendments to the general plan we had to break the project into two phases. The first phase was rezone and it was design to residential R1-6 lots, we have about 90 lots that will be constructed in that phase. The requirement on the second phase was that we needed to apply for a major amendment to change the land use designation to neighborhood and be able to rezone the property to develop the second phase of the residential area. The property would have residential to the west eventually all 40 acres would have residential to the north and right now to the east, we have that existing Industrial Park. A buffer has been created on the east side on the phase 1 to separate residential and industrial and we will do the same on this second phase.

Vice Chairman Bazua, asked if this property is to the west of Avenue E? Vega, responded that is correct. It is located south of County 24th Street, about ½ of mile up to the west property line.

Russell Jones, RL Jones, stated that the Medical Center facility is kind of a stretch to call it industrial; it is a commercial application that is going to bring a lot of traffic to enclose proximity to Avenue E. My observation is we do already see traffic from the housing on Avenue F would come back if they are going to Yuma they would come down on County 24th or 23rd ½ and they will access Avenue E for stop sign and they will proceed down to get on 195 to go into Yuma. The medical facilities will bring additional traffic. I cannot urge you strongly enough in whatever you decide to do whatever you require the developer to do. When I added all up, we are looking 1,250 homes. We are talking 5 to 7 thousand people. Let make sure that the traffic it is on Avenue E and on County 25th, we maintain that. What happens on D and F Street it is a different story but let us keep E sacrosanct and preserve.

Commission Member Veronica Zavala asked what the hours of operation for the Port. **Jones** responded that we are from 7:00 a.m. to 7:00 p.m. and in the future, we will have Sunday hours and expand to 9:00 p.m. for trucks. **Zavala** asked Mr. Jones if

he had a land available for industrial next to your building. **Jones** responded that he had two facilities built and has a great deal of demand that we might be starting a fourth one.

MOTION: **Chairman Marco A. Pinzon/Vice Chairman Daniel Bazua** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0395 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396. A request by Vega & Vega Engineering, PLC, to change the land use designation of 493 acres located at the southwest corner of County 24th Street and Avenue D.

A. Open public hearing
MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye

Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending to CONTINUE public hearing regarding Major Amendment Case No. 2019-0396 to the Planning and Zoning Commission meeting of October 15, 2019.

Vianey Vega, Vega and Vega Engineering, representing owners for this property. My clients owns 80 acres industrial subdivision just to the east of Avenue E, where that medical facility is under construction. The land where the medical facility is right now is always been commercial and that is the way is being develop it was never industrial. The remaining of the 80 acres is light industrial and its own by my client and it has been develop for the past 5 years. In addition, we have not had really a lot interest of the industrial area. We this 640 acres that we have and seen the lack of residential of land in the City of San Luis we are proposing to provide that land is need for visional residential. I do appreciate the public input they had good points as far as traffic and access point along the main corridor, which is Avenue E. the corridor will remain past proposed with the access point they are at this time. The city would not allow any additional access along that corridor and we are working around that. Therefore, we are planning an amendment around that, creating a commercial buffer along Avenue E., also we are providing 100 acres along Avenue E that will be dedicated for Commercial. There is a concern on County 25th were we are providing for that as well a buffer that is creating 100 acres along County 25th of industrial to create a buffer between County 25th . Therefore, we are protecting the main corridors with the use that it was planned for that area Commercial and Industrial. For the interior, we are proposing to do the change to the neighborhood use to allow residential. There is a need for residential land in the City of San Luis and we feel that this is a good area. In addition, if there is a need for additional industrial land in the area my client is the owner of the 640 acres to the east on

Avenue D where we can look into providing additional industrial if needed. We feel that this is a good plan that we are presenting that will come and create those buffers that are required.

Commission Member Barraza asked how many potential lots and trips per day. Mr. Vega responded between 6-8. **Barraza** mentioned that he sees the increase of traffic and that is a concern that we should look into it. **Vianey** stated that with growth comes challenges and with all this new propose developments of you will need new improvements, to mitigate all these growth. The city needs to grow and the improvements need to be in place to allow the growth.

Mario Jauregui stated that he was just recently in Salinas, California visiting a potential customer and as I was talking to him one of his main concern was getting trucks coming to San Luis that has been really difficult for our customers. They come in to Yuma but to come down to San Luis it is been a struggle. We are doing our best to tell them we have a limited access highway, 20 to 25 minutes and you can be from interstate eight to the Industrial Park. This is getting us nervous because we obviously do not want jeopardize that corridor. Therefore, whatever we do as a community we just need to make sure that is well protected.

Russel Jones – stated that he conditionally would of object to the rezoning for the following reasons: 1.) is 25th Street. When the Industrial Park was develop, the GYPA got a state grant. City of San Luis, Cocopah and everybody that collaborates. As wells as the initial tenants (Myself, Henry Chavez, Mario and Frank) we had to put considerable monies of our own, specially to finish 25th Street. Because the property owner that is been consider here, never contributed their share of 25th Street. My question to you is who is going to pay for D, who is going to pay for the overpass, how are we going to keep the integrity of E and 25th Street if we are going to add that many cars who trips 25th Street. We already paid our share in the Industrial Park and those property owners for what we have and for what we are doing. My questions is who is going to pay for the other entire infrastructure so that we can keep E and 25th flowing and not dangerous. So that is why I said conditionally objected to this because until I see evidence that there is the funds for the infrastructure.

Frank Rascon stated one of his frank business has been here in Arizona since 1992 and before that my father had a shop here and has been for quite longer. We have some property there in the Industrial Park, we worked very hard along everybody else to develop that, and I personal feel that home development in the city is

important and that needs to happen. We need to make sure that we consider a nice healthy solution for ingress and egress off Avenue E. What is been propose it sounds to me like four stops lights along the way in about a two mile run. It is what it is trucks slow down pick up speed, it get dangerous. We are promoting the Port and it is taking a long time to get it there but we are finally seem growth and it is going to get bigger. In addition, I am not against the houses just against the concepts that the houses causing dangerous to the public.

Elizabeth Carpenter, owner and representative of the partner that belongs to the group that owns the 640 acres that we have propose for major amendments. I have lived this project for the last 20 years. You can see over 20 years period how long it has taken to give as far as we have. It is a long time to hold on to a piece of property and not able to see some fruits of your labor. We put a lot of thought on what we want to do with this piece of property taking in consideration for the possibility for industrial and commercial in conjunction with residential. We understand the concerns of the traffic, we are mindful of what it can do to the area and what can enhance the area. First of all nobody thought about the schools for all of the residences that are in this area. We have committed to donate a minimum of 10 acres now to the Somerton School District. Most people do not know that this area is within the Somerton School District. What we planned to do with that area – the area we are donating is not on Avenue E. This area is located on County 24th east side, because that is where we have land available to do it. We planned for parks, stuff like this that will contribute to the life style in the community out there. We have almost 14 hundred acres out there, which we own. Therefore, there is plenty of land to go for industrial and residential and be a good mix. Along County 25th Street, it is Industrial, and along Avenue E, it is Commercial. We have no plans to petition to have other access roads other than what it is already designated. San Luis has no property taxes; the industrial development does not contribute anything because there is no property taxes that they have to pay to the City of San Luis. Sales tax however can come from the commercial I do not think Industrial pays any sales tax,

so that does not contribute to anything to help for the well been of the city. Employment is great but it taken a long time to get this employment down here. I have travel to countries that with different manufacture try to sell this area just as

the Port Authority has done. In addition, everybody that has purchase in there up to this time is local.

Susan Thorpe, Board Member of Greater Yuma Port Authority, stated that they have talked about this, have seen it and are very concern about it. The industrial is moving and I think with a little bit of patience we can all be very successful. Our Industrial Park is being sold to people outside of Yuma. I think the same thing will be happening with Industrial Park that is owned by the other facility. They just need to be patience and will see some results with their Industrial Park and not have to go to a short term of trying to find residential because that is where the market is. I think that is a short-term solution that will have long-term economic development disaster consequences for the City of San Luis and the Port. And the Port is going to be the life flood for San Luis with jobs, transportation, traffic, and sales tax. I very opposed to this, the Greater Yuma Port Authority authorized all of us members to talk about our opposition to this.

Buna George 2788 31st place, Yuma, **Arizona Executive Director for Greater Yuma Port Authority**, stated that currently we do not have develop land available, we have three new users coming into the park. We are currently working on our next phase and we already have one user that is already interested in about half of the phases that are coming into it. Phase No. 4 is going to be about 132 acres. Along with the establish users we have new users coming in, so we are seen again that activity. This was a topic of conversation in our last board meeting to where we really want to stress that Avenue E headed to SR195 it cannot be restricted. Therefore, you have to understand that the passage serves as a main artery for the commercial trucks travel to and from the Port. We want to ensure that you should not encroach residences up to Avenue E, as it was design for heavy traffic. We see how San Luis 1 gets back up all the way out San Luis and we are talking in the future if we are going to bring POV through that section portion exactly how is that going to turn out. We ask the city to protect original usage of this area and to take consideration the proposed changes to

ensure that the decisions made prevent conflicts within the residential development and future industrial and economic activities.

Russell Jones furthermore stated that in the last year, we had a company come to us that wanted approximately 50 to 100 thousand space, we did not have the space in our building and we said sorry. We put them in contact with old Medal Craft building people so they move in there and are very happy. More recently, we had another for 100,000 square feet that they need it; we did not have it here available. We contact the owners of the Medal Craft building, and they told us they were full, that they had no more room. Therefore, the 100,000 square feet is going to Calexico. We are a hot spot in this region.

MOTION: **Chairman Marco A. Pinzon/Chairman Javier Barraza** to continue public hearing regarding Major General Plan Amendment Case No. 2019-0396 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

5. CALL TO THE PUBLIC.

There was no comment from the public.

6. ADJOURNMENT

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to adjourn the meeting at 8:27 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

MINUTES

SPECIAL MEETING
PLANNING AND ZONING COMMISSION
SAN LUIS COUNCIL CHAMBERS
1090 E. UNION STREET
OCTOBER 15, 2019
7:00 PM

1. CALL TO THE ORDER /ROLL CALL: The meeting was called to order at 7:07 PM, by Chairman Marco A. Pinzon.

2. PLEDGE OF ALLEGIANCE: Pledge of Allegiance was led by Chairman Marco A. Pinzon.

PRESENT:
Chairman Marco A. Pinzon
Commission Member Daniel Bazua
Commission Member Javier Barraza
Commission Member Hugo Garcia
Commission Member Guillermina Fuentes
Commission Member Veronica Zavala

Staff Present:
Jose A. Guzman, Director of Planning and Zoning
Roman Pacheco, Planning Technician
Kay Macuil, City Attorney
America Cano, Administrative Coordinator
Eulogio Vera, Director Public Works
Jorge Mungaray, I.T. Technician
Sonia Cornelio, City Clerk

Others Present:
Buna George, Greater Yuma Port Authority
Christian Cuevas, Interpreter
Elizabeth Carpenter
Frank Rascon, Industrial Park Association

Gloria Torres, Council Member
Joe Harper, Resident
Mario Jauregui, San Luis Industrial Park
Mark Concha, Riedel Holdings, AZ, LLC.
Matias Rosales, Council Member
Najeh K. Edais, Edais Engineering, Inc.
Olivia Jenkins, Riedel Holdings AZ, LLC.
Nieves Riedel, Riedel Holdings AZ, LLC.
Russel L. Jones, RL Jones
Susan K. Thorpe, Yuma County Administrator

3. PUBLIC HEARINGS - the Planning & Zoning Commission will be considering a vote or action on the following cases. Any vote or action will be considered separately for each case.

3. A. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0394. A request by Edais Engineering, Inc. on behalf of San Luis Port, LLC, to change the land use designation from Business and Industrial to Neighborhood for 164.76 acres located at the northeast corner of Avenue E and County 24th Street.

A. Continuation of public hearing

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report and recommended forwarding the Major General Plan Amendment Case No. 2019-0394 to City Council with the recommendation of DENIAL.

Najeh Edais, Edais Engineering, stated that he is representing the owner of this item. He noted the following: "I cannot attempt to agree with Mr. Jose Guzman's analysis. However, I think his analysis does not apply to this piece of property. His analysis is good when you are talking about the industrial land that is surrounding the Port, which can develop in industrial, and it is immediately next to the Port. This property is about a mile ½ north of the Port (north of 24th Street). I think Mr.

Guzman mentioned that there is already a 20-acre piece of residential that is on the north side. Also, along the corridor off Avenue E and 24th Street, that is commercial. Commercial is probably the best thing for the City of San Luis because this is something that would develop now. How I envision that commercial is the minute this land gets changed, you are going to see anything from gas stations, truck stops, hotels, and shopping centers that help the traffic that is on Avenue E (industrial traffic), and the employees that will be working in this industrial area. In addition, anytime you have industrial, you need places for people to live. In that area, although Mr. Guzman mentioned that we do have areas on the west side that is being filled, we need more. You need to support the industrial land that we have. We have on the south side one square mile, and next to it another square mile, I would love to live and see that much industry in San Luis. The trucking that is coming from Mexico is not coming to San Luis, but going to Calexico. You have to ask those people that are talking to you about this; why the trucks are not entering into the fancy state of the art Port that we have. There are many problems with the Port and trucking companies, and the people that are going to come and speak behind me, ask them that question. Calexico Port is a better port that they have lots of accommodation for the trucking. You people can continue to keep this land as Industrial, but that is not going to develop now. The industrial is going to start moving from the Port and is going to start moving north. By the time it gets to our piece of property that we have in this area, we will all be gone. What we are trying to do is develop the commercial along Avenue E and County 24th Street and then develop the residential. Magrino Park has been sitting for how many years? How many people are there? Let us be realistic if there are people that are interested in Industrial, who are the people who are buying these lots? They like to tell you that there are people and leave this property available, for how many years? For the next 100 years, we want to leave this piece of property sitting there waiting for industrial to come in?" Furthermore, **Mr. Edais** explained that residential land brings lots of money to the City of San Luis. He stated the following: “There is something called “Development Fees,” and I think every time you develop a lot, there are over thirty-five hundred dollars per lot. By the time you add all of the other money that the City collects from water meters, sewer services, and other fees, it is an excess of five-thousand dollars per lot that comes into the pocket of the City of San Luis to keep the city moving. Then on top of that, every time you sell a lot or build a

house, there are sales taxes that the City of San Luis harvests. That money keeps all of the services in the City of San Luis moving. The residential traffic that contributes to the HURF funds, every time somebody fills with gas money comes into the city; to improve and maintain the streets, to spend money on Public Works Projects. How about employment? Every time you build a subdivision, how many people get employed in those subdivisions? The pavement crew, concrete crew, water, and sewer crew. On top of that, you have hundreds of people in San Luis. The City of San Luis has the best labor force for construction; they are very busy doing framing, pouring concrete, electrical, and mechanical work, which is all-good for the City of San Luis. Nevertheless, what is the reality, go ahead and deny it, the City of San Luis will stay poor; go ahead and approve it, and dust will go all over the place, you will have people working and building. You have a decision to make; you can either have somebody read from the book that the person from Scottsdale wrote for us, or you look at the reality of things. What is better for the City of San Luis today? We need the money today, we need the people today, and we do not need them 100 years from now. For the people who are supporting the Port and industrial for the Port. I got nothing against that, please bring people in, we want those people, but you got hundreds of acres that you go all the way to Avenue B with industrial. Do not focus on a small piece of property over there when you have thousands of acres that can be utilized?"

Chairman Marco A. Pinzon, asked how long he has been part of this project? Mr. Edais responded for the past six months. **Chairman Pinzon** asked what the people thought or felt they were going build next to a detention center. **Mr. Edais** stated that when they are planning that they would have to create some type of a buffer between the detention center, the wastewater treatment plant and the subdivision such as a landscape area. **Chairman Pinzon** responded that he has a concern with that, and that there were some good points and it is growing slowly but the whole purpose was to move all the industrial from one area to another because there was chaos. "There still a little bit of chaos because we still have drivers that do not pay attention when coming to town. We are not ready, we might be broke but not ready and we do not have the tools ready and development." **Mr. Edais** mentioned the following: "What comes first? The improvements? You improve the roads. Alternatively, you do the developments. Once you develop, the development improves the roads, water systems, and

sewer systems. If you do nothing, nothing is improve because the city does not have the money to improve the roads. So who improves the roads? In any development that you look at, you will see the entire infrastructure around the development, which gets to be built by the developer. Whether that developer is X, Y, or Z. Again, if you do nothing, you do not have nothing." Furthermore, **Mr. Edais** mentioned investing in a roadway plan is good for the city. If it were not for the Detention Center the east, San Luis Water Treatment Plant would have never happened. If it were not for the subdivisions like the Bienestar 8B and 9B, we would not need a water treatment plant over there.

Commission Member Veronica Zavala, asked if the detention center is land leased. **Ms. Kay Macuil** responded that the Municipal Corporation of the City owns it.

Commission Member Barraza clarified that the commission does recommendations and does not approve or deny items. **Barraza** asked how many lots they can accommodate there. **Mr. Edais,** responded probably 700 lots. **Commission Member Barraza** then asked how many trips are there per day. **Mr. Edais** responded 6 to 10 and this project would take about 10 years to complete.

Commission Member Hugo Garcia, asked if they would consider reducing that space, further away from the Detention Center? **Mr. Gill** responded that would probably be part of the planning process and more than likely they might want to design a park or something to give a healthy buffer between housing and the Detention Center.

Commission Member Barraza asked if the rezoning cases back in 2010, 2011, 2012 and 2013 were denied. **Mr. Guzman** responded that they were approved with a development agreement. The Development Agreement specifically allows the 20 acres for residential for high density. If they were to do single residence houses they have to be at least 8,000 square feet and the houses had to be 1,750 feet from actual construction.

Ms. Kay Macuil informed that the detention facility is mostly minimum security it is rated medium security and the US Marshalls can bring a few high security inmates.

Jose A. Guzman, Director of Planning and Zoning, informed the following comment for the record, that at the last public hearing we received several comments from the public. They are not part of the report but will be as part when it goes to City Council. Most of the comments were concerned with the impact of Avenue E. **Mr. Guzman** stated that he wanted to clarify that development fees are a one-time payment to the city to alleviate the impact of the construction of the subdivision for the house. In addition, the distance that the applicant is mentioning between residential and industrial it is also designated as industrial in the general plan. Both the business and industrial designation allow for industrial zoning.

Mario Jauregui, Yuma County Resident, stated that he owns and operates a business here in San Luis for the past 30 years. **Mr. Jauregui** stated the following: "A lot of information is presented to you and it is important that we make sure that the information is been presented is as accurate as it can be, so you can make a wise and educated decision. The Port is alive and vibrant it is not a dying Port. It is underutilize because it was built knowing that it was going to grow. In addition, that it was going to grow in years to come, and that it was not built with the idea it was going to be an overnight success. I was talking to a local investor and he was telling me that he travels the completely southern border from Tijuana all the way to Matamoros and he said he kept coming back to San Luis with an investment he wanted to do. He then came back to San Luis and build a plant right across the border for about 40 million dollars. He was also one of those people that was involve in the building of another plan in Algodones; this one is about over 100 million dollars of investment. Both of those are going to be use the Port of San Luis for probably 80 percent of their crossings. One already is 100 percent and the other one is 80 percent. This is translating to about 28 percent of an increase in crossings through the Port of San Luis. This means that the economic impact is just tremendous. The Port has become very attractive; we knew that it was going to take time. My colleague Russ Jones invested over 8 million dollars. I invested about 5 million, and the lots that can be use, have been

sold already or are in the process to be sold. As far as the effect is commercial traffic, right now you have 120 trucks crossing the border northbound, which means we have another 120 trucks crossing southbound, so all together we have close to 300 trucks every day. Coming winter, you going to see 250 coming north, and 250 going south, 500 trucks loads on Avenue E every single day." **Mr. Jauregui** furthermore, stated what is it that we want to see in that area. "What we have right now is an Industrial Park that is surrounded by houses. Do we want to see and area that is vibrant with business. The minute that we bring in housing and with housing comes schools, and Taquerias this is not a good mix. Jauregui furthermore stated that he hopes that the commission make the right recommendation."

Commission Member Veronica Zavala asked if San Luis Cooling is still operating in town, and how long to start building on the Industrial site? **Mr. Jauregui** responded that it took them 3 years to purchase the land. In addition, it is going to take them about a year and half to build the building that they are going to have. The 25,000 square building is not moving, but expanding. **Commission Member Zavala** asked if he was not in favor to open to pedestrians or private vehicles. **Mr. Jauregui** responded that he hopes that it does happen very similar to Calexico east.

Commission Member Garcia asked how many people are employed in the industrial area. **Mr. Jauregui** responded 60 full-time employees. Mr. Jauregui was asked how many of the trucks that use Avenue E they come to San Luis and gas up here. **Mr. Jauregui** responded the local trucking about 80 percent. **Commission Member Garcia** furthermore asked if they are thinking about building another road there, because a least fifteen days ago cops have to show up to that street because it is always pack with trucks. **Mr. Jauregui** responded that this would be alleviated once they move the whole Industrial Park to the new one. "What we have propose is that we connect our industrial park to 24th and all the way to the new industrial park, and get trucks out of the neighborhood as fast as we can," he stated.

Dr. Laura Noel, Somerton School District Superintendent, stated the following: "several time schools have been mentioned and I feel that I need to make sure I

step up and allow you to ask questions if you have some. My concerns range, I found interesting people working in the commercial centers and industrial areas were not very important but people living in the area were very important. Therefore, if there were a chemical spill, I would think that the furniture factory employing fifteen hundred people would be a dangerous place to be just as much as a house would be. So I am thinking that, I really do not think that is the issue at all, I think that the Commercial Port of Entry is a good business center and that the good planning that the City of San Luis can do for that area and infrastructure can protect all the people with all the various interest. Mr. Jones has mentioned the idea of protecting Avenue E as maybe having one stop light in all of Avenue E and have it be the corridor for trucks and maybe Avenue D and Avenue F are routes that residential customers take to US-95. It seems to me a toss-up between having fifteen hundred people driving into the area, parking in there to go to their work and going to lunch and then leaving from their work as to having people living in the area, they leave to go to work and then they come back at the end of the day. I was thinking if I was a city planner, I would be worry about where do I get the money to do this with roads. However, it seems like if you have developers, who would actual begin to put in some housing, protecting some of those corridors that you think in the future you going to need for the transportation. Then you would have a tax base to help pay for that function. I know that someone had mentioned creating a special district for the taxes that will be needed to provide the infrastructure to ongoing to construct and building. I can see a great master plan develop in that way, but I think by allowing the construction that is ready to go to get started you actually begin to build that tax base. Our Somerton School District goes all the way down from Somerton all the way to the border. Gadsden School District is to our west; because of the land divide, there between Somerton and San Luis nobody knows that. There are 380 to 400 students right now in Bienestar Estates. About 300 of them are going into Gadsden School District under open enrollment, about 80 we bus to Orange Grove School. It supposed to be the taxpayers who live in those houses in Bienestar Estates. Their tax money goes to support Somerton School District. Gadsden gets the per pupil amount from those students who attend their school. The school facility boards realize because the list of open enrollment students coming to Gadsden them applying for new schools for enrollment they realize this problem that you have a tax base supporting Somerton School District and the

Arizona School Facility Board been asked to build schools for kids that are not in that district. We qualify for a large school in Somerton to be added. We ask the School Facility Board how about we build a small school in Somerton, and we build a small school in east San Luis where we have land donated. You do not have to worry about the cost of the land and so they allow us to do that. So we have the funding, we have 3.3 million dollars to build a small school in east San Luis. If this goes through and everything goes all right, we can be built within 2 years. Our expectation is that with the growth the additional housing that is opening up next to Bienestar that already exists as the housing opening up; we are seen growth in many students. Our expectations is that we are going to bus those students. We are require to provide busing for students outside of a mile from the school which most of Bienestar Estates is over a mile from where the school is going to be built. We can also say that Avenue E would be a dangerous barrier to their access to school. The land was donated to us and we are happy to received it and use it to the benefit of the students. When we look at growth we are responding to the growth that exist if we open that small school of 250 kids it will probably filled immediately because it will be so close to the housing that exist there. Then we will qualify immediately to be able to expand that school because the numbers will be there from the School Facility Board. Right now, we already been given approval from Arizona School Facility Board. We are in architectural drawings, we begin doing surveys and we are getting things set up for actual build. I would like to say that for a school district we really need you to work on infrastructure things. There needs to be a solution to how all of us are going to contribute who are in the area, residential, industrial, commercial whatever is you decide on the zoning. All of us are going to need to contribute to make the pathways that are needed. In addition, if Avenues D and F are going to be the main throwaways to S95 then all builders who wants to build residential home they need to know where the traffic flow needs to go. And the earlier that you set that in play, then the better everything could designed to work around that and keep it available for the trucking traffic. You can make sure that other residential streets do not come out on E. When I was looking at the pattern where you have the space between where the neighborhood need to be built and that area on the map and that supposed to be commercial/Industrial I could help to think, there is a McDonalds there you are going to have people coming in and out of McDonalds onto Avenue E. And I don't know how you going control for

that, but I don't think a house is going to be more traffic than your industrial or commercial sites that you making available there. If you have the companies that are employing large numbers of people, they are going to want to go and have lunch somewhere. Moreover, if they are going to have lunch in that area along Avenue E, that is going to be a problem. Therefore, I think as you are doing your master planning that might be helpful to get all that in order."

Chairman Pinzon asked Ms. Noel if it does not bother her that it is too close to the Detention Facility Center and to the State Correction Facility. **Ms. Noel** responded that it didn't since they are half of mile away. **Chairman Pinzon** reminded Mrs. Noel that two years ago, there was chaos in the State Correction Facility and it was bad management. **Ms. Noel** stated that they would have security of their own, and that they are careful about how they construct the school. "In the architectural designs, nowadays when you build a school you build it so you can protected, so we are not concerned about the Detention Facility, which will be a half of mile away from us," she stated.

Commission Member Guillermina Fuentes stated that the General Plan was meant exactly as Commission Member Zavala stated to do good planning and to be able to determined which area was designated for industrial and commercial, she added that she does want San Luis to grow. There are plenty of areas out there that there that are not developed, and developers do not buy those areas that are residential. They want to go up there and finish the industrial/commercial that there is. Some people have the money to buy land and then sale it for double the amount, and that is okay since they come here to make money. However, they are here to protect the citizens of the city. If there is a general plan, we should stick to that because hundreds of people work in that for the benefit of people; and if they have their land, they should use their land as it is. **Ms. Laura Noel** furthermore stated that she appreciates the work that went into creating the original general plan. She stated the following: "I also at 59 years old had have times when something I decided 20 years ago change but 20 years later and I need to make a small adjustment. I get it both ways, and I appreciate and respect your opinion."

Russel Jones, 3644 West Brandi Lane, Yuma, AZ, stated that his family has been in business since 1951 and he has been in business since 1974. **Mr. Jones** stated the following: "I remember as a small boy and the payment stop at the Port of Entry and there was no payment in San Luis Rio Colorado and no other pave street. I am not against growth, schools or houses. Modern urban planning provides for housing and other amenities for the work force but they also respect the integrity and the type of transportation requirements that heavy industry and trucks require. Mixing trucks that need one thousand feet to stop, with school buses, private own vehicles or pedestrians, they are always a dangerous situation. What I am opposed collectively because I don't believe in unplanned development without providing for the future, not really thinking ahead or what the impacts are. There are many things said here tonight that I do not agree with. I was in the state legislature for nearly 8 years and I know how the tax structure works. Houses do not pay for themselves; we do not have a property tax in which was sadly defeated by the citizens of San Luis. Houses do not pay for ongoing fire protection, police, and other types of services. They do pay fees for water, sewer, and such, but they do not pay their own way. That is just like commercial and industrial properties pay much higher taxes because they are required to pay their way unlike residential, which is set in state statutes the way that works. So that is not true, when you are talking about cleaning the dust, what happens when the dust settles? When the workers have built houses and then go away? Their impact fees? you spend it. Therefore, who pays for 5 or 15 years unless you build more houses? Unless you can keep building more houses, you cannot pay for what you got, which means you have to build more houses until you stop and think about how we grow, where we want to be, that is why we have a general plan. Why did we build San Luis east? Because of the trucks, we did not have enough trucks crossing 20 years ago to justify a new Port of Entry. It was because we were mixing trucks, cars and people and it was a huge problem and the solution was to move the trucks out so we can just deal with the cars and the people. We still have not figured out the cars and people so now we have to build San Luis I over again so we can separate the cars and the people let alone the trucks. Therefore, what we are proposing up here is history repeating itself. Is anyone here happy with the transportation works in San Luis on Juan Sanchez, how much money do we have spent to fix Archibald, Main Street, and First Street to make it kind of work. Are we doomed to repeat ourselves every so many years

and make the same mistakes all over again? We do need housing out here; I understand the dilemma that the Somerton School District has. If you build all these homes out here it would not be Somerton School District it will be the San Luis District #2 because there will be more residents and voters in San Luis than in Somerton, we really need to plan this well. As an investor in the area the development is going, I had people try to buy my land that I bought for myself because there is no more land out there that is develop and that has water and sewer. I am planning a second 50,000 square feet building as we speak because I am out of room. Mr. Jauregui is building his facility and others; this is a great thing for San Luis. What we really need to do, is good planning so we protect the integrity of 25th Street, which is the primary industrial area. In addition, the reason it was not developed further is that they did not have the money to build a bridge so you had access to the industrial park. Because people like myself, Frank Rascon, Mario Jauregui, Henry Chavez and others contributed funds along with the Greater Yuma Port Authority, which you all belong to and are beneficiary of and we put that money together to build the infrastructure and get that bridge across so we can build the land and move out there. We put out money, no development fees, we put it out of our pocket, we put it in the project, and we build it. What we want to do is keep it protected so it continues to do what it is supposed to do. I am glad I do not have your job or council like the vision of the baby. The question is how wide you open and the can all the parties in all these three projects and the ones that are already there, can we all sit down and figure out a way to build infrastructure that is necessary. Because the impact fees are not going to pay for D, they are not going to pay for overpasses and all the other things we will need to protect Avenue E and 25th Street. Where is the money coming from, I do not see the money."

Chairman Marco A. Pinzon asked if he owned the property on Cesar Chavez. Mr. **Jones** responded that it is all State Land on a 75-year lease. **Chairman Pinzon** also asked Mr. Jones if it would be costly to move out. **Mr. Jones** responded no, the RL Jones custom brokerage, freight and transportation has all moved out and all that piece of property has been release to other businesses, so it is being used.

Gary Marino stated that when they did the general plan, a group of San Luis residents got together and said how far out they would have to go. **Mr. Gary**

Magrino stated the following: "We need to go east. Everyone said lets go up to Avenue E there is a dirt road, 24th was beat up asphalt, dirt all the way cattle crossing where three stand of barbed wire and that was Avenue E during the same period the Resolution Trust Authority took bankrupt property in that area and sold it off. The other thing that occurred was the Nedbank it was not necessary, anybody could put the bridge in from San Luis Mexico, and North American Development Authority did that. In addition, they had to make sure that bridge was paid for itself which it did not do, it went bankrupt so they had to renegotiate that. While all this was going, we did not have any money to put in the infrastructure on E. so where did that come from? It came from the four participants, I remember standing in the same podium and the City of San Luis co-signed the note with Wells Fargo Bank so we can put the lift Station and pump the sewer water up from that area. That was all done, it period when all the developers out there standing watching. So it is somewhat ironic to me that we are going to be building houses which your one time shots. You do not get any revenue, other than initial bill and sale. In addition, here it is the Port Authority Commercial people put in all the sewer, water, and roads. Now, the Commercial Port is been encumber upon. I am asking all of you to reconsider; I do not want to hurt Mr. Shadle, Mr. Loo and any of those folks. In addition, they said why it took so long to develop. I was the main cause of that because when I first took this job as Chairman of the Port of Authority way back in the beginning. I made a commitment to the elected officials of the City of San Luis not to allow any private vehicles through this port; it would all be commercial because they did not want to hurt the retail down in San Luis."

Commission Member Bazua asked if he was part of the selection where the commercial port was going to be. **Mr. Magrino** responded that was correct, it was where the cattle crossing was. That was the best selection. They had to negotiate to get it. The general plan was design to protect the area.

Chairman Pinzon thanked all of them for the comments. Furthermore, Chairman Pinzon explained that as his colleagues mentioned they stick to the general plan and the commission gives a recommendation. He understands the parties and their concerns in a slow growth and they want to see a different way out because

of different reasons. However, they cannot repeat history and make the same mistakes.

Mr. Guzman stated that staff is currently working on the update of the general plan, the new one will be adopted November of next year (2020) and this is a good time for the stakeholders to attend the meetings and participate.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Vice Chairman Daniel Bazua** to close public hearing regarding Major General Plan Amendment Case No. 2019-0394 to the Planning and Zoning Commission meeting of October 15, 2019. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0394

MOTION: **Commission Member Guillermina Fuentes/Vice Chairman Daniel Bazua** to forward Major General Plan Amendment Case No. 2019-0394 to the City Council with recommendation of DENIAL. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye

Commission Member Guillermina Fuentes Aye
Commission Member Veronica Zavala Aye

3. B. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0395. A request by Vega & Vega Engineering, PLC. on behalf of Sam Group Investment Company Partnership to change the land use designation from Business to Neighborhood for 18.44 acres located at the southeast corner of 20th Avenue and County 24th Street.

A. Continuation of public hearing

1. **Staff Presentation**

Jose A. Guzman, Director of Planning and Zoning, summarized staff report recommending APPROVAL of Major General Plan Amendment Case No. 2019-0395.

Vianey Vega, Vega and Vega Engineering, representing the developer and owner for this case stated the following: "This is an infill project for us, we were here beginning of the year with the rezoning of the first 20 acres, the north half of this property. We rezoned the property and subdivided into 90 lots, project is already been approved by the City Council. We are in the process of beginning construction of the first phase. We are just following the process of coming in front of the commission board and requesting this amendment to the general plant to complete the original plan of developing the other 20 acres of the project. As staff north and west side by surrounds mention the project residential and we have the industrial to the east side. There is a buffer created between the industrial and residential that is required by code. To elaborate on the location of the Medical Plaza as shown on the screen it is lot #1. That is where the medical plaza is under construction, then we have the road and lots on the west side and then the buffer is it under the Industrial Park side that creates the separation of between the residential and industrial."

Commission Member Fuentes asked how many lots are in the second phase. **Mr. Vega** responded there are going to be 90 lots, in phase 1.

Mr. Russ Jones stated that that was the original Pandora box we open that is creating the pressure to think about the future planning. The first 90 lots and the second 90 lots on phase two. He added that If you see the other maps, is there a phase 3 or phase 4? So how many homes is that? What streets are they going to access?

Mr. Vianey Vega explained that the city has already a plan already (traffic light) on Avenue E and 24th. "This development is contributing to that traffic light. There is a per acre cost that has been asses to the project in phase 1 and there will be per acre cost asses to phase two," he added.

Ms. Kay Macuil, City Attorney, stated that the City will be paying half and developers in the area have already started will not be paying. It was estimated that it would cost $510 per acre, and negotiated down to $260 per acre. Therefore, the city will be picking up the remaining cost.

Ms. Elizabeth Carpenter, representing the developer, stated the following: "the traffic light, when we got the approval for the first subdivision, that was told to us at the eleven hour, so we did have to continue that discussion on the final approval for Belleza. Our request was not to negotiate down the amount we have no problem contributing to the traffic light. What we were concern about was the area that was going to pay for the traffic light. We felt that the area should be larger and should include more land on the east and to the south, which would be benefiting from the traffic light. Therefore, it would include more of our land from the east and more of the land from the west, more land to the north and south that was our objection. Furthermore, Carpenter stated that she wants to clarify that we did not negotiate down they offer it to us."

Chairman Marco Pinzon, asked does 24th Street goes all the way to F? **Mr. Guzman** responded yes and it is plan to go all the way to 10th Avenue. In addition, the City is going to be doing a traffic analysis on the area next year.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to close public hearing regarding Major General Plan Amendment Case No. 2019-0395. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0395

MOTION: **Commission Member Javier Barraza / Commission Member Guillermina Fuentes** to forward Major General Plan Amendment Case No. 2019-0395 to the City Council with APPROVAL recommendation. The Motion passed unanimously.

Chairman Marco A. Pinzon requested a roll call vote.

The vote was as follows:

Chairman Marco A. Pinzon	Nay
Vice-Chairman Daniel Bazua	Nay
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

4. C. Public hearing followed by discussion and possible action on any and all matters regarding Major General Plan Amendment Case No. 2019-0396. A request by Vega & Vega Engineering, PLC, to change the land use designation of 493 acres located at the southwest corner of County 24th Street and Avenue D.

A. Continuation of public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Member Veronica Zavala** to open public hearing. The Motion passed unanimously

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

1. Staff Presentation

Jose A. Guzman, Director of Planning and Zoning, summarized the staff report recommending to forward Major Amendment Case No. 2019-0396 to City Council with recommendation of DENIAL.

Ms. Elizabeth Carpenter, owner and representative of the development, stated that they have been working on this development for over 20 years that they have owned this property since 1994. Ms. Carpenter presented a power point presentation to the Commission regarding this project. The power point presentation contain the following information:

1. History of project & Industrial Area Map
2. Magrino Industrial Park
3. Efforts to Create Industrial Demand
4. Letter of Support from GYEDC

5. General Plan Amendment
6. Potential Revenue Generated
7. Impact to San Luis without Major Amendment
8. Major Amendment Map
9. Conclusion

Mr. Richard Ortiz, business partner with Eddie Loo, stated the following: "I have been an investor with the Loo family starting in 2001 -2002 on this specific project. I have been involved in the development in the project. We have funded it, continue to supported and we have brought the best in class industrial developers and industrial feasibility studies to develop this land. He agrees and respects the general plan. They are not asking to throw away the general plan. Nevertheless, we do understand that when you are doing this kind of development there are several pieces that need to be incorporated into this successful development plan. Plans need to be revised subject to the economics on what is happening in the macro market that we want to leave. What we are saying is that needs to be a consideration, that a piece of this that can bring over ten millions of dollars of impact fees at least initially enough to mentioned jobs and commercial development that is going to come out right along with it. What we envision here is an integration and master plan development that has residential, industrial, and commercial. Most of the land will remain industrial."

Mr. Russ Jones stated that he has property within the 600 feet of this project unlike the other two projects that you are considering this evening. "As a property owner, I own 30 acres and have an option on another 10 acres in the undeveloped portion of the Magrino Industrial Park. My initial investment so far has been fifteen million dollars in those projects. I have another building under construction; the Piana Building (old Medocraft Building) is now full. In fact I had a client needed a 100,000 square feet, I did not had the space and when I try to find space in the old Medocraft Building as in totally rented out. The client is going either Mexicali, Calexico, or El Paso because we do not have the space. Another reasons we delay getting that project going because putting the money together for the improvements on 25th Street and Mr. Loo was supposed to be involved in that but at the eleventh hour he pulled out, as of this day he has not put any money on the 25th Street which border on his proposal. So I would at least

hope you approve this, that he will reimburse the Greater Yuma Port Authority for his half off 25th Street. If you do not approve this project, you do not need a school where it is propose, because the Yuma Greater Yuma Port Authority acquire rights of ways and property on the east side of D. That is because there is propose gas lines and some point they talk about a rail corridor. In addition, GYPA purchase enough property to the east of D, to accommodate if there is an opportunity to put rail through San Luis so it meets up with the industrial areas with the Mexican side. I do not know how compatible a school would be with rail, gas lines, and other things."

Mr. Eddie Loo, Sam Group Investment Company, stated that he was not planning to talk today because of his voice. He stated the following: "However, since Mr. Jones said I owe him money I have to stand here to defend my sales. Talking about 25th Street, they got the grant to pay for 25th street and then they come to me for me to put the water on 25th street, I said fine I will do that. However, the problem is this, we were negotiating with a potential user on our 80 acres and I find out from a potential buyer that the jones people offer them seven-thousand dollars cheaper than my land. I got upset, went to the person of the association I said, I do not want deal with you people. You people got a grant and you have the city and money. That is the reason why I did not do the water and not because I pulled back. It was because they cross the line on me. Another thing about traffic, Nogales from the port to the freeway it takes six light stops. On Avenue E and 24th, it is only three stops until the next city. They are using 2,000 truck a day and the city is using maybe 160 truck a day."

Buna George, Executive Director for the Greater Yuma Port Authority, stated that with growth comes change, that is inevitable but the city has to ensure that the changes are maintains the integrity of the city but the designated land uses. Furthermore, George asked the commissioners to protect their current users and investors here in the city. We do not want to hinder the trade that is going between Sonora and Arizona.

B. Action on public hearing

MOTION: **Commission Member Guillermina Fuentes/Commission Hugo Garcia** to close public hearing regarding Major General Plan Amendment Case No. 2019-0396. The Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye

C. Action on Major General Plan Amendment Case No. 2019-0396

MOTION: **Vice Chairman Daniel Bazua / Commission Member Javier Barraza** to forward Major General Plan Amendment Case No. 2019-0396 to the City Council with recommendation of DENIAL. The Motion passed unanimously.

Chairman Marco A. Pinzon requested a roll call vote.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice-Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Nay

5. CALL TO THE PUBLIC.

There was no comment from the public.

6. ADJOURNMENT

MOTION: **Vice Chairman Daniel Bazua/Commission Member Guillermina Fuentes** to adjourn the meeting at 9:50 p.m. Motion passed unanimously.

The vote was as follows:

Chairman Marco A. Pinzon	Aye
Vice Chairman Daniel Bazua	Aye
Commission Member Javier Barraza	Aye
Commission Member Hugo Garcia	Aye
Commission Member Guillermina Fuentes	Aye
Commission Member Veronica Zavala	Aye