



## NOTICE OF SPECIAL COUNCIL MEETING

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 p.m., Tuesday, November 26, 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](tel:9283418520).

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 p.m., el día Martes 26 de Noviembre 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; [\(928\) 341-8520](tel:9283418520).

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Special Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**November 26, 2019**  
**6:30 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. PROCLAMATION/PRESENTATIONS**
  - 4. A. PROCLAMATION**
    - Dia Del Campesino (Farm Worker's Day) December 7, 2019
  - 4. B.** Presentation of Special Congressional Recognition received from the United States Senator Martha McSally for employees in honor of their years of dedicated service to the City of San Luis. **(Mayor Gerardo Sanchez)**
  - 4. C.** Presentation of Certificate of Achievement for Excellence in Financial Reporting to City of San Luis Finance Department, for the City of San Luis' Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018. **(Tadeo A. De La Hoya, City Manager)**
- 5. 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.

  - 5. A. MINUTES OF**
    - Work Session held November 6, 2019
    - Regular Council meeting held November 13, 2019
  - 5. B. DISBURSEMENTS FROM NOVEMBER 02, 2019 THROUGH NOVEMBER 15, 2019.**

Total Disbursements \$748,003.01  
(Seven-Hundred Forty-Eight Thous and Three Dollars and One Cent)

5. C. Discussion and possible directions to staff on any and all matters regarding authorization to lease two (2) travel vehicles for the City of San Luis using Fiscal Year 2020 Capital Projects budgeted funds. **(Monica Castro, Director of Finance; Edgar Carbajal, Acting HR Manager; and Jorge Perez Billing and Collections Manager)**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible actions 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)**
6. B. Discussion and possible action on any and all matters regarding the approval of a 6-month renewal/extension agreement between the City of San Luis and Border Gym Fitness, L.L.C. **(Fausto Gonzalez, Training & Programs Coordinator)**
6. C. Discussion and possible action on any and all matters regarding Resolution No. 2106. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management to renew lease AZA-015957- The Recreation and Public Purposes Lease of September 9, 1983 (and subsequent amendments) for Joe Orduño Park. **(Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)**
- A. Presentation by staff  
B. Action on Resolution No. 2106
6. D. Discussion and possible action on any and all matters regarding Resolution No. 2107. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management for a Recreation and Public Purposes lease for 40 acres located on the southwest corner of County 24th Street and Avenue F. **(Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)**
- A. Presentation by staff  
B. Action on Resolution No. 2107
6. E. Discussion and possible action on any and all matters regarding Resolution No. 2108. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management for a Recreation and Public Purposes lease for 40 acres located on the southeast corner of Urtuzuastegui Street and 10th Avenue. **(Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)**
- A. Presentation by staff  
B. Action on Resolution No. 2108
7. **SUMMARY OF CURRENT EVENTS**  
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).

**8. 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.

**9. ADJOURNMENT**



# PROCLAMATION

## Special City Council Meeting

4. A.

Meeting Date: 11/26/2019

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Title:

### **PROCLAMATION**

- Dia Del Campesino (Farm Worker's Day) December 7, 2019

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### Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**Día Del Campesino (Farm Worker's Day)  
December 7, 2019**

**WHEREAS**, the economic contributions made by Farm Workers to our local, state, national, and international economies are significant;

**WHEREAS**, their contributions are honored with the 25<sup>th</sup> Annual "Día Del Campesino" Health and Informational fair;

**WHEREAS**, the event acknowledges the need to provide information and services to all Farm Workers of the region; and on both sides of the border;

**WHEREAS**, Campesinos Sin Fronteras was established to promote familial, social, and economic stability among the low-mid income, migrant, and seasonal Farm Worker community and together with more than 60 organizations have collaborated to sponsor this service to the community;

**NOW THEREFORE**, I Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim the 7<sup>th</sup> Day of December of 2019 as Día Del Campesino (Farm Worker's Day) in San Luis, Arizona.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of November 2019.

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Gerardo Sanchez, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

4. B.

Meeting Date: 11/26/2019

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#### Summary

Presentation of Special Congressional Recognition received from the United States Senator Martha McSally for employees in honor of their years of dedicated service to the City of San Luis. **(Mayor Gerardo Sanchez)**

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## PRESENTATION

### Special City Council Meeting

4. C.

Meeting Date: 11/26/2019

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#### Presentation Topic/Summary:

Presentation of Certificate of Achievement for Excellence in Financial Reporting to City of San Luis Finance Department, for the City of San Luis' Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018. **(Tadeo A. De La Hoya, City Manager)**

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#### Attachments

Certificate of Achievement

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**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

October 31, 2019

The Honorable Jerry Sanchez  
Mayor  
City of San Luis  
1090 East Union Street  
San Luis, AZ 85349-1170

Dear Mayor Sanchez:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2018 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine  
Director, Technical Services Center

RECEIVED  
11-12-19  
Falayo



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

10/31/2019

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of San Luis** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.*



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. A.

Meeting Date: 11/26/2019

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#### Summary

#### **MINUTES OF**

- Work Session held November 6, 2019
  - Regular Council meeting held November 13, 2019
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#### Attachments

11/6/2019 WS  
11/13/2019 RCM

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**MINUTES**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**November 6, 2019**  
**6:30 p.m.**

1. **CALL TO ORDER/ROLL CALL**: Vice-Mayor Maria Cecilia Cruz called the Work Session to order at approximately 6:33 p.m.

**PRESENT:** Vice Mayor Maria Cecilia Cruz  
Council Member Mario Buchanan Jr.  
Council Member Africa Luna-Carrasco  
Council Member Jose Ponce  
Council Member Matias Rosales  
Council Member Gloria Torres

**ABSENT:** Mayor Gerardo Sanchez

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Sonia Cornelio, City Clerk  
Kay Marion Macuil, City Attorney  
Angel Ramirez, Fire Chief  
Angelica Cifuentes, Purchasing Coordinator  
Derek Dueñas, Information Technology Manager  
Eulogio Vera, Director of Public Works  
Francia Alonso, Assistant to Council/PIO  
Jenny Torres, Economic Development Manager  
Jorge Mungaray, IT Technician  
Jose A. Guzman, Director of Planning & Zoning  
Mary French-Jones, Grants Writer  
Monica Castro, Director of Finance  
Nohemy Echavarría, Magistrate  
Richard Jessup, Chief of Police  
Cesar Neyoy, Reporter  
Joel Serpas, Serpas Transportation  
Olivia Jenkins, Resident

2. **ITEMS FOR DISCUSSION ONLY:**

2. A. Discussion and possible directions to staff on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2020 Ford F150 SuperCrew Cab XL 4x4 pick-up truck using Fiscal Year 2019-2020 Capital Projects budgeted funds. (Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, stated that the purchase of this vehicle was requested and approved in the capital project budgeted funds. He mentioned that staff is requesting the approval to purchase a 2020 Ford F150 SuperCrew Cab XL 4x4 truck. The new vehicle will be an addition to the Police Department's patrol fleet. He informed that staff would be purchasing the vehicle from Bill Alexander Ford of Yuma, AZ, who has provided the lowest bid.

Vice-Mayor Maria Cecilia Cruz instructed Mr. Jessup to proceed with this item.

**2. B. Discussion and possible directions to staff on any and all matters regarding authorization to purchase 45 Defense Gun Safes and two (2) Cabinet Gun Safes for the San Luis Police Department using Fiscal Year 2019-2020 Capital Project budgeted funds. (Richard Jessup, Chief of Police)**

Mr. Richard Jessup, Chief of Police, stated the safes purchased will be utilized in vehicles that are regularly taken home. Currently, those vehicles do not have safes in them. He stated that he is suggesting to include those safes in the issued equipment each year. He suggested authorizing the purchase of these items and distribute them to the officers. The total cost will be \$13,084.91. He informed that currently, the Police Department does not provide safes to officer to lock their guns.

Vice-Mayor Maria Cecilia Cruz instructed Chief Jessup to proceed with this item.

**2. C. 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 regulation 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. Richard Jessup, Chief of Police, informed that Eulogio Vera, Director of Public Works, Angel Ramirez, Fire Chief and himself have been looking at this issue because of the expansion of the San Luis Port of Entry I (POEI) and some of the issues that staff has come across. He made a powerpoint presentation to City Council, which included the following slides, 2019 Statistics, and Proposed Plan. A copy of the presentation is included in the complete agenda packet filed in the City Clerk's Office.

Mr. Angel Ramirez, Fire Chief, stated that his department's main concern is safety, every minute and every second counts.

Council Member Gloria Torres asked how many taxis are operating at this moment.

Chief Jessup replied that there are approximately 158 taxis in the city, but there are only four (8) companies that have six (6) or more taxis; this means that there are more single independent taxi cabs operating in the city. He mentioned that the goal is to regulate the curve space and not regulate taxis, as something needs to be done in the current area.

Mr. Eulogio Vera, Director of Public Works, mentioned that if Council was to move forward with this change, taxis would be relocated to the south side of Urtzuategui Street. This will eliminate any pedestrian/vehicular traffic on the intersection of Urtzuategui Street and William Brooks Avenue. If they are relocated, a sidewalk will have to be created for pedestrians once General Services Administration (GSA) removes a portion of the retaining wall on that side.

Council Member Africa Luna-Carrasco asked if the taxis were to be relocated, will the existing area would be a no parking zone.

Mr. Vera replied that staff would leave three (3) 12-foot lanes, east and westbound lanes and a turn lane.

Mr. Jessup informed that Glenn Gimbut, Assistant City Attorney, put together the proposed ordinance; Section 4 addresses the eleven(11) different criteria that a company will have to meet. He stated that depending on the design of POE1, it would be the design that will be contemplated in this area. He stated that by just relocating the taxis to the proposed area will alleviate some of the issues currently facing.

Council Member Jose Ponce asked if this proposed new area has been discussed with the transportation businesses.

Mr. Jessup replied that staff have had various meetings with these businesses on different occasions and have listened to their concerns. He mentioned that the proposed location would help with pedestrian safety as they would not have to cross a street to get to the taxis. He added that the goal is to keep safe all visitors and residents coming through the port.

Council Member Gloria Torres commented that transportation businesses should have an office where clients can call and make their complaints.

Mr. Jessup mentioned that on his personal opinion having a company there is more protection rather than working individually. He commented that the city can not regulate taxis.

Ms. Kay Marion Macuil, City Attorney, informed that the proposed ordinance would create a zone where a permit would be required; the independent cab drivers can be anywhere else in town; if they want to be in the zone, they will have a company or be included in another company. This will limit the number of cabs in that border zone area.

Vice-Mayor Maria Cecilia Cruz directed Mr. Jessup to move forward with this item.

**2. D. Discussion and possible directions to staff on any and all matters regarding authorization to lease two (2) travel vehicles for the City of San Luis using Fiscal Year 2020 Capital Projects budgeted funds. (Monica Castro, Director of Finance; Edgar Carbajal, Acting HR Manager; and Jorge Perez Billing and Collections Manager)**

Ms. Monica Castro, Director of Finance, informed that she is requesting two (2) travel vehicles for the Human Resources and Billing and Collections departments. She mentioned that it had been a challenge when staff goes out of town to find a suitable vehicle to go to trainings/meetings. She mentioned that the Billing and Collections department would like to purchase a sedan, which will save gas when one person is traveling. The Human Resources department is asking for a minivan, which will help them transport supplies equipment for various events and has a larger capacity to transport up to seven (7) people when traveling out of town. Furthermore, she added that this vehicle would be acquired through a lease program offered by Enterprise; this will be a pilot program that will be tested by the city. She mentioned that the goal is to reduce operating costs, maintain a manageable budget and lower the average of the city's fleet. The total cost for the purchase of these two vehicles is \$44,112.87.

Council Member Matias Rosales asked if this will be a purchase or a lease? He also asked if price comparison was made before staff decided to go with the lease of the vehicles instead of the purchase.

Ms. Castro explained that this would be a lease; this will be a great opportunity for the city to test this pilot program and see if it will work. She mentioned that price comparison and also contacted other cities that have tried this program. She informed that the quotes obtained for the purchase there are \$5,000.00 savings for the purchase of the minivan, for the sedan is also approximately \$6,000.00 savings.

Mr. Julian Sosa representative from Enterprise stated that his company had found other ways to lower the maintenance and cost for the City of San Luis and other agencies. He informed that the city's fleet is over 10 years old and over 100,000 miles. He mentioned that Enterprise has over 1000 different government agencies across the country; he explained that their lease is an equity lease where the client has ownership rights, and at the end of the term you have the flexibility to own the vehicle outright or return to Enterprise and the proceeds of the sale come back to the city. The idea is to promote better cash flow so that the debt can be put into the large portion of vehicles that need to be replaced and get safer vehicles for the city.

Council Member Matias Rosales stated that at the regular dealerships, the customer also has the option to purchase the vehicle. He mentioned that contrary to this lease, the company would be able to sell the car, and the city will get a percentage?

Mr. Sosa replied that at the end of the term, there are three (3) options, pay the vehicle off, the residual will be based on the quote, and mileage patterns. He mentioned that the residual value for the Sedona is \$3,577.00, if there is a mileage pattern the vehicle will be worth \$8,000 to \$9,000, so the difference on what is sell for verses for what is on the books for the reduce value, comes back to the city, whereas in a normal lease from a dealership the profit will be lost.

Ms. Castro informed that in order to make the recommendation, she did make an analysis to see how much it will be to purchase via a local agency. She added she would like to try this pilot program and determine if this is convenient for the city.

Council Member Matias Rosales asked how long has this program been in place with other municipalities.

Mr. Sosa replied that the company was established in Arizona in the 1990s, the partnerships has lasted for more than 20 years, the partnership with the City of Yuma is recent, but the company has been working with the City of Scottsdale and Pinal County for a very long time.

**2. E. Discussion and possible directions to staff on any and all matters regarding approval of Resolution No. 2105. A resolution of the Mayor and the Council of the City of San Luis, Arizona, to approve an Addendum to the Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court. (Nohemy Echavarria, Magistrate)**

Ms. Nohemy Echavarria, Magistrate, informed that this an addendum to the Intergovernmental Agreement (IGA) with Yuma County. She stated that by law, when an individual is arrested, they must be brought before a judge within 24 hours, even on weekends and holidays. She added that under this IGA, Yuma County would provide this service. She mentioned that staff is requesting City Council to approve the addendum for the cost calculated for the last fiscal year in the amount of \$945.00.

**2. F. Discussion and possible directions to staff on any and all matters regarding bicycle-pedestrian plans and/or bicycle paths. (Vice Mayor Maria Cecilia Cruz and Jose Guzman, Director of Planning & Zoning)**

Mr. Jose Guzman, Director of Planning & Zoning, informed that currently, staff is working on the General Plan update, once this plan is finalized, staff will use the information gathered to do the specific plan such as the Transportation Plan, Parks Master Plan, Downtown Redevelopment Plan, and the Bicycle Master plan. He added that staff is also evaluating the potential of additional bike lanes to existing streets, but first, staff will have to evaluate the streets that have the required to add the bike lanes. Mr. Guzman provided the City Council with a map of potential new bike lanes and existing lanes.

Vice Mayor Maria Cecilia Cruz thanked Mr. Guzman for the report. She informed that as a member of the Yuma Bike Coalition, she and the organization have a vision of having a county-wide comprehensive bike path for future events. Ms. Cruz asked if anything can be done sooner.

Mr. Guzman informed that back in 2012, the city submitted a grant application to connect the San Luis High School with the San Luis Library, but the application was unsuccessful. He added that the cost back in 2012 had an approximate cost of \$90,000.00 to use the canal to connect both. He added that currently, there is an approximate cost of \$120,000.00.

Vice Mayor Maria Cecilia Cruz asked Eulogio Vera, Director of Public Works, if something can be done in that area.

Mr. Vera replied that he is currently not aware of any funding opportunities at this time. He mentioned that this is something the staff can work with Mary French-Jones, Grant Writer for the city. He stated that planning and funding is a very critical part of this project, and it can not be done overnight. He commented that this project could be added to the budget in the next fiscal year.

Ms. Mary French-Jones, Grant Writer, mentioned that the funds that Mr. Guzman was referring to had been suspended, and they are no longer available. She suggested obtaining a planning document to present to funders because they like to see that the project is already on paper.

Ms. Jenny Torres, Economic Development Manager, stated that the parks master plan and the trails are key documents that funders need for the next fiscal year and recommended Council to fund the project because that will make it easier to apply for the funding.

### 3. ADJOURNMENT

**MOTION:** Vice-Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to adjourn the meeting at approximately 7:44 p.m. Motion passed unanimously.

**The vote was as follows:**

Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**APPROVED:**

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Gerardo Sanchez, Mayor

**ATTEST:**

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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 6, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

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Sonia Cornelio, City Clerk

**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**November 13, 2019**  
**7:00 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Maria Cecilia Cruz  
Council Member Mario Buchanan Jr.  
Council Member Africa Luna-Carrasco  
Council Member Matias Rosales (telephonically)  
Council Member Gloria Torres

**ABSENT:** Council Member Jose Ponce

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Sonia Cornelio, City Clerk  
Kay Marion Macuil, City Attorney  
Angel Ramirez, Fire Chief  
Axel Chayra, IT Technician  
Derek Dueñas, IT Manager  
Edgar Carbajal, Recruitment Coordinator  
Enrique Lopez, Assistant Fire Chief  
Eulogio Vera, Director of Public Works  
Francia Alonso, PIO/Assistant to Council  
Jenny Torres, Economic Development Manager  
Jose A. Guzman, Director of Planning & Zoning  
Lizzette Varela, Recreation Coordinator  
Mary French-Jones, Grant Writer  
Ralph Velez, City Consultant  
Richard Jessup, Chief of Police  
Ric Bauermann, Fire Inspector  
Arturo Villareal, Riedel Holdings' Attorney  
Buna George, Yuma Greater Port Authority  
Cesar Neyoy, Reporter  
Christian Cuevas, Simultaneous Interpreter  
Edie Loo, Developer  
Elizabeth Carpenter, Developer  
Guillermina Fuentes, Resident

Lucy Lopez, Reporter  
Luis Marquez, Resident  
Maria Gonzalez, Resident  
Mark Concha, Resident  
Najeh Edais, Riedel Holdings Engineer  
Nieves Riedel, Developer  
Olivia Jenkins, Resident  
Veronica Zavala, Resident

## **2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Maria Cecilia Cruz.

## **3. INVOCATION**

The invocation was led by Mr. Richard Jessup, Chief of Police.

## **4. PROCLAMATION**

### **4.A. Proclamation - National Fair Housing**

Ms. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

## **5. CONSENT AGENDA**

### **5. A. MINUTES OF**

- **Special Council meeting held October 2, 2019**
- **Work Session held October 2, 2019**
- **Regular Council meeting held October 9, 2019**
- **Regular Council meeting held October 23, 2019**

### **5. B. DISBURSEMENTS FROM OCTOBER 12, 2019 THROUGH NOVEMBER 1, 2019.**

Total Disbursements \$1,199,212.22

(One Million, One Hundred Ninety-Nine Thousand, Two Hundred Twelve Dollars and Twenty-Two Cents)

**5.C. Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2020 Ford F150 SuperCrew Cab XL 4x4 pick-up truck using Fiscal Year 2019-2020 Capital Projects budgeted funds. (Richard Jessup, Chief of Police)**

**5.D. Discussion and possible action on any and all matters regarding authorization to purchase 45 Defense Gun Safes and two (2) Cabinet Gun Safes for the San Luis Police Department using Fiscal Year 2019-2020 Capital Project budgeted funds. (Richard Jessup, Chief of Police)**

**5.E. Discussion and possible action on any and all matters regarding approval of Resolution No. 2105. A resolution of the Mayor and Council of the City of San Luis, Arizona, to approve an Addendum to the Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court. (Nohemy Echavarria, Magistrate)**

**MOTION:** Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

## **6. DISCUSSION AND POSSIBLE ACTION ITEMS:**

### **6.A. EXECUTIVE SESSION**

**Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A) (3) (4) and (7).**

**Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) (3) (4) and (7) for legal advice with the city's attorneys and/or for consultation with the city's attorneys in order to consider the city's position and instruct its attorneys regarding the City Council's position regarding contracts that are the subject of negotiations or potential litigation regarding a development agreement and pay-back agreement for the improvement of County 24th Street, the improvement 21st Avenue on the east side of Parcel No. 22710004 and possible litigation with property owner adjacent to County 24th Street. (Kay Marion Macuil, City Attorney and Outside Counsel Bill Sims)**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to go into executive session at approximately 7:04 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

## 6.B. MOTION TO GO BACK INTO REGULAR SESSION

**MOTION:** Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to back into regular session at approximately 8:36 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

Mayor Gerardo Sanchez moved Item No. 6H to be next on the agenda, there was no opposition from the City Council.

**6.H. Discussion and possible action on any and all matters regarding Subdivision Case No. 2019-0333F. A request by Riedel Holdings LLC, property owner, for the final plat approval for Santa Cecilia No. 3 Subdivision. The property is located at the northwest corner of County 24th Street and 20th Avenue, Assessor's Parcel No. 227-10-009, San Luis, Arizona. (Jose A. Guzman, Director of Planning and Zoning)**

### **A. Staff presentation**

Mr. Jose Guzman, Director of Planning & Zoning, stated that the property is located in the east mesa of the City of San Luis, on the east side of 20<sup>th</sup> Avenue between Aracely Street and County 24<sup>th</sup> Street. Santa Cecilia No. 3 Subdivision will consist of approximately 30.30 acres and is proposed to be divided into 140 lots and one (1) tract for storm-water retention. The lots will range in size from approximately 6,000 square feet to 10,866 square feet. Staff is recommending approval with the following conditions:

1. That the developer coordinates with other developers regarding striping County 24<sup>th</sup> Street,
2. The owner must pay \$260.00 per acre for the traffic signal of intersection of County 24<sup>th</sup> Street and Avenue E,
3. The applicant shall obtain an independent traffic study to determine whether access on 21<sup>st</sup> Avenue to County 24<sup>th</sup> Street is necessary.

The applicant agreed to conditions 1, 2 and 3; condition number 4 will be triggered if condition number 3 determines that the street is needed. Condition number 4 is that the developer will pay ½ the reasonable acquisition costs to the city or other entity that may pay to acquire the right-of-way and pay ½ of the improving the east half of 21<sup>st</sup> Avenue.

**B. Action on Subdivision Case No. 2019-0333F**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to approve Subdivision Case No. 2019-0333F with conditions as presented by staff. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.C. Discussion and possible action on any and all matters regarding the Architectural Services Agreement with Thompson Design Architects, P.C. to provide necessary professional services to complete the Fleet Maintenance Facility Expansion Project. (Eulogio Vera, Director of Public Works)**

Mr. Eulogio Vera, Director of Public Works, explained that he had presented this item previously at a work session adding that the Thompson Design Architects proposal did not include site survey, geotechnical services or structural inspections, therefore, Mr. Vera added a 15% contingency to the total amount to include those services.

**MOTION:** Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the agreement with the architect for the fleet maintenance facility expansion in the amount of \$95,795.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

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

**MOTION:** Council Member Mario Buchanan Jr./Council Member Africa Luna Carrasco to continue this item to the next council meeting. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.E. Discussion and possible action on any and all matters regarding the purchase of nine (9) new Mobile Data Computers. (Angel Ramirez, Fire Chief)**

Mr. Angel Ramirez, Fire Chief, mentioned that this item was discussed at the budget retreat and added that the current Mobile Data Computers (MDCs) are getting obsolete as they are ten (10) years old and will no longer be of service to the San Luis Fire Department. Beginning in 2020 the software will no longer be the same and this equipment is vital to their system.

**MOTION:** Vice Mayor Maria Cecilia Cruz/Council Member Africa Luna-Carrasco to approve the purchase of mobile data computers in an amount not to exceed \$38,124.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.F. Discussion and possible action on any and all matters regarding the ratification of the purchase of a new Dodge Power Wagon. (Angel Ramirez, Fire Chief)**

Mr. Angel Ramirez, Fire Chief, explained that on October 9, 2019, City Council approved the purchase of a 2019 Dodge Power Wagon in the amount of \$45,516.50 utilizing State of Arizona contract #ADSP017-166121. After sending purchase order to the vendor Bill Luke Chrysler/Jeep & Dodge for the approved model and amount, the vendor could no longer order 2019 models. A new quote for a 2020 Dodge Power Wagon was provided by the vendor, and the price increase was only \$331.40 more than the 2019 model quote. Since the dollar amount is not a huge increase and there is still budget availability, the purchase order was increased to reflect the new quote for a 2020 Dodge Power Wagon. Ratification of the purchase increase of Purchase Order #2020-00001497 and change in model is needed as per procurement code.

**MOTION:** Vice Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to ratify and approve the increased purchase price of \$331.00 for the Dodge Power Wagon for the reasons presented. Motion passed with five (5) aye votes and one (1) nay vote by Vice Mayor Maria Cecilia Cruz.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.G. Discussion and possible action on any and all matters regarding Order No. 2019-10. An order of the Mayor and City Council of the City of San Luis, Arizona to remain in the class-action case titled In re National Prescription Opiate Litigation. (Kay Marion Macuil, City Attorney)**

Ms. Kay Macuil, City Attorney, said that all the cities in the nation were included in this litigation against 13 distributors of opiates retailers and manufacturers. The attorneys working this case are going to do it on a contingency basis so that there is no cost to the cities, the notice says, do nothing to opt in, if the city wants to opt out, then she needs to file a form in the class action.

Council Member Matias Rosales left the meeting (telephonically) at approximately 8:46 p.m.

Mayor Gerardo Sanchez stated that it is something that needed to happen, it is unfortunate. This class action lawsuit is against the pharmaceutical companies who produced the narcotics. These companies did not only make the narcotics, they also make newer types of antibiotics.

Ms. Macuil added that it goes after the retailers and distributors. If the order is adopted tonight, it will order her and pertinent staff to do nothing to opt in.

**MOTION:** Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adopt and approve Order No. 2019-10 to be part of the National Opiate Litigation as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

## 7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that he attended the Border Mayors' Summit in San Diego from November 6-8, 2019. He was excited and as he listened to some of the other mayors, he realized that they all have something in common but yet are restricted by their individual state laws. He was the only mayor from Arizona present, it was emphasized that they need to support the USMCA Trade Treaty and NADBank. NADBank has influenced many communities along Arizona, California, New Mexico and Texas border regions.

Vice Mayor Maria Cecilia Cruz reported that she attended the Arizona-Mexico Commission in Hermosillo from November 5-6, 2019. She presented at the U.S. Mexico Bi-National Border and Bridges Crossing meeting; the projects for infrastructure for the ports of entry were discussed. She was asked to present for Mr. John Halikowski, Director of Arizona Department of Transportation, on transportation issues.

Mayor Gerardo Sanchez also reported that the film festival began on November 12, 2019. He thanked the Gadsden District School Board for supporting the culturing art; the City of San Luis Parks & Recreation Department for preparing the place for this event; Council Members and staff for attending.

## 8. CALL TO THE PUBLIC

There were no comments from the public.

## 9. ADJOURNMENT

**MOTION:** Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 8:54 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

APPROVED:

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Gerardo Sanchez, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

### **CERTIFICATION**

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING FO THE CITY COUNCIL, SAN LUIS, ARIZONA HELD ON NOVEMBER 13, 2019. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. B.

Meeting Date: 11/26/2019

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#### Summary

#### **DISBURSEMENTS FROM NOVEMBER 02, 2019 THROUGH NOVEMBER 15, 2019.**

Total Disbursements \$748,003.01

(Seven-Hundred Forty-Eight Thous and Three Dollars and One Cent)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING NOVEMBER 26, 2019 Disbursement Reports from 11/2/2019 to 11/15//2019

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	11/7/2019	\$ 324,407.96	Schedule A
Payroll Check Account	11/12/2019	\$ 4,419.63	Schedule B
Payroll Check Account	11/13/2019	\$ 322,663.41	Schedule C
Accounts Payable Check Account	11/14/2019	\$ 96,512.01	Schedule D

**Total Disbursements: \$ 748,003.01**

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

Prepared by Angelica V. Castro:

*Angelica V. Castro*  
*Monica Castro*

Verified by Director of Finance: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED

2019 NOV 19 A 8:00

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

# Payment Register

From Payment Date: 11/4/2019 - To Payment Date: 11/7/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91945	11/07/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$200.00		
91946	11/07/2019	Open			Accounts Payable	CARDENAS, ERNESTO	\$80.00		
91947	11/07/2019	Open			Accounts Payable	ELSPEC NORTH AMERICA, INC	\$18,256.35		
91948	11/07/2019	Open			Accounts Payable	FASTENAL IND & CONSTRUCTION S.	\$95.41		
91949	11/07/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$36,103.52		
91950	11/07/2019	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	\$48,829.01		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$324,407.96	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$324,407.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>90</b>	<b>\$324,407.96</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$324,407.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>90</b>	<b>\$324,407.96</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$324,407.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>90</b>	<b>\$324,407.96</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$324,407.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>90</b>	<b>\$324,407.96</b>	<b>\$0.00</b>

Prepared By:  
Maggie Dominguez  
Date: 11/07/19  
C

# Payment Register

From Payment Date: 11/4/2019 - To Payment Date: 11/7/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
91861	11/04/2019	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$73,809.00		
91862	11/05/2019	Open			Accounts Payable	CENTURYLINK	\$12,222.64		
91863	11/05/2019	Open			Accounts Payable	CENTURYLINK	\$261.66		
91864	11/05/2019	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$424.36		
91865	11/06/2019	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$482.35		
91866	11/06/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$4,506.86		
91867	11/06/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$8,506.61		
91868	11/06/2019	Open			Accounts Payable	ALDAMA, EMMANUEL	\$327.00		
91869	11/06/2019	Open			Accounts Payable	GOMEZ, ALEXIS, I	\$163.96		
91870	11/06/2019	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,090.53		
91871	11/06/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$211.97		
91872	11/06/2019	Open			Accounts Payable	CHASSIS DYNAMICS LLC	\$3,818.28		
91873	11/07/2019	Open			Accounts Payable	AIRGAS-WEST	\$981.74		
91874	11/07/2019	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
91875	11/07/2019	Open			Accounts Payable	AMBERLY'S PLACE	\$1,000.00		
91876	11/07/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
91877	11/07/2019	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$129.00		
91878	11/07/2019	Open			Accounts Payable	ARIZONA MEXICO COMMISSION	\$400.00		
91879	11/07/2019	Open			Accounts Payable	ARIZONA SUPREME COURT	\$150.00		
91880	11/07/2019	Open			Accounts Payable	ARREOLA, LUISA	\$500.00		
91881	11/07/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$44.50		
91882	11/07/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$136.50		
91883	11/07/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$230.75		
91884	11/07/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
91885	11/07/2019	Open			Accounts Payable	BILL ALEXANDER FORD	\$25,600.00		
91886	11/07/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$646.09		
91887	11/07/2019	Open			Accounts Payable	BTE BODY COMPANY INC	\$1,270.87		
91888	11/07/2019	Open			Accounts Payable	DELGADO, JESUS	\$150.00		
91889	11/07/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$140.00		
91890	11/07/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,979.96		
91891	11/07/2019	Open			Accounts Payable	DNK PLUMBING SUPPLY	\$520.54		
91892	11/07/2019	Open			Accounts Payable	ED WHITEHEAD'S TIRE	\$2,058.77		
91893	11/07/2019	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$546.25		
91894	11/07/2019	Open			Accounts Payable	FACTOR SALES, INC.	\$276.78		
91895	11/07/2019	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$1,246.06		
91896	11/07/2019	Open			Accounts Payable	HERNANDEZ, JERRY	\$800.00		
91897	11/07/2019	Open			Accounts Payable	HIGA, TRICIA, K	\$57.60		
91898	11/07/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$4,496.04		
91899	11/07/2019	Open			Accounts Payable	JOSEPH G. POLLARD CO., INC.	\$3,428.93		

# Payment Register

From Payment Date: 11/4/2019 - To Payment Date: 11/7/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91900	11/07/2019	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$95.25		
91901	11/07/2019	Open			Accounts Payable	LAW OFFICE OF KELLY A SMITH	\$1,600.00		
91902	11/07/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$295.66		
91903	11/07/2019	Open			Accounts Payable	LG ON SITE LLC	\$252.08		
91904	11/07/2019	Open			Accounts Payable	LOOMIS	\$1,558.43		
91905	11/07/2019	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$80.00		
91906	11/07/2019	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$273.00		
91907	11/07/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$298.72		
91908	11/07/2019	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$189.73		
91909	11/07/2019	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$329.67		
91910	11/07/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$150.00		
91911	11/07/2019	Open			Accounts Payable	RAMIREZ ADVISORS INTERNATIONAL,LLC	\$4,166.66		
91912	11/07/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$711.42		
91913	11/07/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$28.01		
91914	11/07/2019	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$750.00		
91915	11/07/2019	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$409.51		
91916	11/07/2019	Open			Accounts Payable	SERVERSUPPLY.COM, INC	\$1,869.78		
91917	11/07/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,120.00		
91918	11/07/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$53.49		
91919	11/07/2019	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$617.28		
91920	11/07/2019	Open			Accounts Payable	STRYKER SALES CORPORATION	\$511.30		
91921	11/07/2019	Open			Accounts Payable	THE HOME DEPOT	\$660.55		
91922	11/07/2019	Open			Accounts Payable	THE WLB GROUP, INC.	\$2,712.50		
91923	11/07/2019	Open			Accounts Payable	TUCSON TRAILER COMPANY INC	\$10,109.64		
91924	11/07/2019	Open			Accounts Payable	USA BLUE BOOK	\$1,165.07		
91925	11/07/2019	Open			Accounts Payable	WIZARD EDUCATION	\$160.00		
91926	11/07/2019	Open			Accounts Payable	YUMA COUNTY CHAMBER	\$660.00		
91927	11/07/2019	Open			Accounts Payable	YUMA COUNTY RECORDER	\$390.00		
91928	11/07/2019	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$82.74		
91929	11/07/2019	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,589.78		
91930	11/07/2019	Open			Accounts Payable	YUMA SUN INC	\$3,537.71		
91931	11/07/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$282.96		
91932	11/07/2019	Open			Accounts Payable	ALSCO, INC	\$3,672.35		
91933	11/07/2019	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,295.09		
91934	11/07/2019	Open			Accounts Payable	DESERT WATER	\$397.10		
91935	11/07/2019	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$29.21		
91936	11/07/2019	Open			Accounts Payable	FISHER CHRYSLER	\$648.09		
91937	11/07/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$4,293.00		
91938	11/07/2019	Open			Accounts Payable	OFFICE DEPOT	\$1,963.73		
91939	11/07/2019	Open			Accounts Payable	SAM'S CLUB	\$1,680.85		
91940	11/07/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,226.70		
91941	11/07/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$143.91		
91942	11/07/2019	Open			Accounts Payable	JUAREZ, JOSE, ANTONIO	\$500.00		
91943	11/07/2019	Open			Accounts Payable	ALDAMA, EMMANUEL	\$60.00		
91944	11/07/2019	Open			Accounts Payable	AMBERLY'S PLACE	\$10,452.00		



# Pay Day Register

Pay Date Range 11/01/19 - 11/30/19  
Pay Batch 201911M

Pay Batch 201911M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,700.00	Dental Council	265.31 .00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		EODCRS - COUNCIL	108.00 1,800.00
Total	0.0000	\$7,700.00	FEDERAL TAX WITHHOLDING	114.73	EODCRS - DISABILITY	2.26 1,800.00
			SOCIAL SECURITY TAX	477.40	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			MEDICARE	111.63	Health Council	6,693.88 .00
			STATE WITHHOLDING	151.60	Retirement Council EORP	3,532.23 5,750.00
			Council Retirement EORP	588.50	Vision Council	76.37 .00
			Dental Council	147.98	Total	\$11,675.79
			EODCRS - COUNCIL	144.00		
			EODCRS - DISABILITY	2.26	Workers' Comp	Gross Base
			GARNISHMENT	220.87	MUNICIPAL/ TOWN/	134.77 7,700.00
			Medical Council	1,216.20	Total	\$134.77
			MISCELLANEOUS	55.00		
			Vision Council	50.20	Direct Deposits	Amount
			Net	\$4,419.63 ✓	1st Bank Yuma	728.71
					Chase Bank	688.14
					Federal Credit Union	918.16
					Sunbank	919.54
					WASHINGTON FEDERAL	751.40
					Wells Fargo	413.68
					Total	\$4,419.63
					Check	\$0.00

Prepared by:

Deborah Luna

Date:

Approved by:

11-12-2019

x

# Schedule C

## Pay Day Register

Pay Date Range 10/26/19 - 11/08/19

Pay Batch 201923

PSPRS POLICE DB RATE - TIER	3,281.62	42,896.89	ATTORNEY- ALL & CLERICAL-	66.68	30,313.57
PSPRS POLICE DB RATE - TIER	3,015.15	25,881.11	AUTO SERVICE/ REPAIR	235.81	8,452.07
PSPRS POLICE DB RATE - TIER 2	1,084.76	9,311.25	BUILDING- NOC OPER BY	1,084.70	29,964.03
PSPRS POLICE DB RATE - TIER 3	1,581.14	15,906.66	BUS COMPANY AND DRIVERS	152.66	2,765.60
STANDARD LIFE ADDTNL	963.13	.00	CLERICAL OFFICE/ LIBRARY/	250.47	104,358.94
TRANSWESTERN MEXICAN	96.50	.00	Electrician	59.11	1,882.40
U.S. MEX DENTAL - EE &	634.80	.00	FIREFIGHTERS & DRIVERS	3,070.93	87,241.31
U.S. MEX DENTAL - EE &	63.48	.00	GARBAGE/ ASH/ REFUSE	280.10	4,481.60
UNITED WAY	14.00	.00	MUNICIPAL/ TOWN/	81.46	4,654.44
US & MEX DENTAL= FAMILY	607.66	.00	PARKS- NOC ALL EMPLOYEES	560.17	18,069.80
US & MEX HEALTH = C	6,141.80	.00	POLICE OFFICERS	4,446.67	101,521.78
US & MEX HEALTH = FAMILY	4,812.15	.00	RECREATION- ALL EMPLOYEES/	200.01	14,600.33
US & MEX HEALTH = SP	898.80	.00	SEWAGE DISPOSAL/ PLANT	694.76	20,196.43
VSP - VISION FAMILY	634.28	.00	Street or Road Construction	1,734.78	21,603.34
Net	<u>\$322,663.41</u> ✓		WATERWORKS OPERATIONS	671.98	19,365.37
			Total	<u>\$13,651.70</u>	

Direct Deposits	Amount
1st Bank Yuma	22,525.94
ACADEMY BANK	2,973.58
Bank of America	1,579.18
BANKCORP BANK	250.00
BBVA COMPASS	915.55
Charles Sch	200.00
Chase Bank	142,801.49
CHASE BANK CA	2,463.96
chase centro	1,035.57
Federal Credit Union	38,192.04
FF CREDIT UNION	300.00
FIREFIGHTER FIRST CREDIT UNION	2,729.10
GREEN DOT BANK	847.98
National Bank	650.00
Navy Federal	17,287.07
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,048.10
Sunbank	1,364.16
USAA FEDERAL SAVING	1,231.42
WASHINGTON FEDERAL	1,153.99
Wells Fargo	60,183.37
WELLS FARGO ARKANSAS	644.71
Total	<u>\$300,497.21</u> ✓

Check \$22,166.20

Prepared by:  
Deborah Luna

*Deborah Luna*  
Date:

Approved by:

*[Signature]*

# Payment Register

From Payment Date: 11/12/2019 - To Payment Date: 11/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					74 Transactions		\$96,512.01		
1BYPAYABLE - 1st BY Accounts Payable Totals									


Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$96,512.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>74</b>	<b>\$96,512.01</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$96,512.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>74</b>	<b>\$96,512.01</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$96,512.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>74</b>	<b>\$96,512.01</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$96,512.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>74</b>	<b>\$96,512.01</b>	<b>\$0.00</b>

Prepared By:  
*Maggie Dominguez*  
 Date: *11/14/19*  


# Payment Register

From Payment Date: 11/12/2019 - To Payment Date: 11/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
91951	11/12/2019	Open			Accounts Payable	LOPEZ, FAUSTO	\$2,394.38		
91952	11/13/2019	Open			Accounts Payable	UNITED STATES TREASURY	\$220.87		
91953	11/13/2019	Open			Accounts Payable	CARRASCO, AFRICA	\$280.00		
91954	11/13/2019	Open			Accounts Payable	CRUZ, MARIA, CECILIA	\$41.00		
91955	11/13/2019	Open			Accounts Payable	DE LA HOYA, TADEO	\$280.00		
91956	11/13/2019	Open			Accounts Payable	PONCE, JOSE	\$280.00		
91957	11/13/2019	Open			Accounts Payable	ROSALES, MATIAS	\$56.00		
91958	11/13/2019	Open			Accounts Payable	SANCHEZ, GERARDO	\$246.00		
91959	11/14/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$92.30		
91960	11/14/2019	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
91961	11/14/2019	Open			Accounts Payable	FOP/ALC	\$330.00		
91962	11/14/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
91963	11/14/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$405.00		
91964	11/14/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,618.25		
91965	11/14/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
91966	11/14/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$90.50		
91967	11/14/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$875.00		
91968	11/14/2019	Open			Accounts Payable	US DEPARTMENT OF EDUCATION AWG	\$141.82		
91969	11/14/2019	Open			Accounts Payable	ADULT AND PEDIATRIC REHAB	\$100.00		
91970	11/14/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
91971	11/14/2019	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$70.46		
91972	11/14/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$264.38		
91973	11/14/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$138.72		
91974	11/14/2019	Open			Accounts Payable	BLT ASPHALT LLC	\$714.97		
91975	11/14/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,849.73		
91976	11/14/2019	Open			Accounts Payable	CELAYA, PAOLA	\$144.00		
91977	11/14/2019	Open			Accounts Payable	CENTURYLINK	\$6,651.06		
91978	11/14/2019	Open			Accounts Payable	CITY OF SOMERTON	\$21,936.25		
91979	11/14/2019	Open			Accounts Payable	CLARK, ANTHONY	\$25.00		
91980	11/14/2019	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$50.00		
91981	11/14/2019	Open			Accounts Payable	CORREA, ENRIQUE	\$150.00		
91982	11/14/2019	Open			Accounts Payable	CSC OF YUMA	\$48.33		
91983	11/14/2019	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$5,417.28		
91984	11/14/2019	Open			Accounts Payable	ESPINOZA, JAVIER, A	\$80.00		
91985	11/14/2019	Open			Accounts Payable	FACTOR SALES, INC.	\$143.93		
91986	11/14/2019	Open			Accounts Payable	FISHER CHRYSLER	\$4,539.49		
91987	11/14/2019	Open			Accounts Payable	FRANCO, MARTIN, A	\$132.00		
91988	11/14/2019	Open			Accounts Payable	FRED PRYOR SEMINARS	\$597.00		
91989	11/14/2019	Open			Accounts Payable	GARCIA, JESUS	\$156.00		
91990	11/14/2019	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	\$120.00		

# Payment Register

From Payment Date: 11/12/2019 - To Payment Date: 11/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91991	11/14/2019	Open			Accounts Payable	GONZALEZ, MIGUEL	\$140.92		
91992	11/14/2019	Open			Accounts Payable	GUZMAN COLIN, KARLA, P	\$100.00		
91993	11/14/2019	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$3,610.00		
91994	11/14/2019	Open			Accounts Payable	IPS GROUP INC	\$545.84		
91995	11/14/2019	Open			Accounts Payable	JUAREZ, EDGAR	\$931.09		
91996	11/14/2019	Open			Accounts Payable	LA PEQUENA	\$690.00		
91997	11/14/2019	Open			Accounts Payable	MALDONADO, JUAN, J	\$64.33		
91998	11/14/2019	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$305.99		
91999	11/14/2019	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$1,800.00		
92000	11/14/2019	Open			Accounts Payable	MEDINA, JOSE, ENRIQUE	\$750.00		
92001	11/14/2019	Open			Accounts Payable	MEDINA, JOSE	\$120.00		
92002	11/14/2019	Open			Accounts Payable	NET TRANSCRIPTS INC.	\$57.20		
92003	11/14/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$190.47		
92004	11/14/2019	Open			Accounts Payable	PEREDA, JOSE	\$150.00		
92005	11/14/2019	Open			Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL	\$1,950.00		
92006	11/14/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	\$20.00		
92007	11/14/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
92008	11/14/2019	Open			Accounts Payable	RAMIREZ, FELIPE	\$144.00		
92009	11/14/2019	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$320.00		
92010	11/14/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$220.00		
92011	11/14/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$112.50		
92012	11/14/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	\$12,258.80		
92013	11/14/2019	Open			Accounts Payable	ROSALES, MATIAS	\$227.62		
92014	11/14/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$13,489.61		
92015	11/14/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$446.05		
92016	11/14/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$241.37		
92017	11/14/2019	Open			Accounts Payable	TORRES, CRISTIAN	\$100.00		
92018	11/14/2019	Open			Accounts Payable	USA BLUE BOOK	\$1,325.05		
92019	11/14/2019	Open			Accounts Payable	VALENZUELA, GABRIEL, A	\$24.00		
92020	11/14/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,209.69		
92021	11/14/2019	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$300.00		
92022	11/14/2019	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
92023	11/14/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$59.02		
92024	11/14/2019	Open			Accounts Payable	YUMA SUN INC	\$1,470.00		



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. C.

**Meeting Date:** 11/26/2019

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

**Submitted By:** Monica Castro, Director of Finance, Finance Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible directions to staff on any and all matters regarding authorization to lease two (2) travel vehicles for the City of San Luis using Fiscal Year 2020 Capital Projects budgeted funds. **(Monica Castro, Director of Finance; Edgar Carbajal, Acting HR Manager; and Jorge Perez Billing and Collections Manager)**

#### SUMMARY:

The Human Resources and Billing & Collections Departments are seeking approval for the purchase of two (2) new travel vehicles. The west wing (which houses Finance, Billing & Collections, HR and Economic Development) only has one (1) travel vehicle. One (1) vehicle has proved to be not sufficient for the growing needs of these departments. It is always a challenge to be able to get a vehicle when employees need to go on out-of-town trips or run errands locally. These two (2) vehicles will be part of the fleet and will be available for travel for other departments. The vehicles will alleviate the issue of travel vehicle shortage we are currently having.

In order to better meet the needs of these departments, Billing & Collections is proposing to acquire a 2020 Chevrolet Malibu to save gas on travel trips when few employees or only one (1) employee is traveling. HR is proposing to purchase a 2020 Kia Sedona to have a large vehicle that can transport up to seven (7) people comfortably. In addition, this minivan will meet the needs of HR when transporting supplies and equipment for the various events that they host throughout the year.

These two (2) vehicles are proposed to be acquired through a lease program offered by Enterprise. This will be a pilot program that we would like to test for the City of San Luis. The ultimate goal is to reduce operating costs, maintain a manageable vehicle budget and lower the average age of our fleet. We consider there is the possibility that this program will allow us to achieve this. However, we would not know unless we try this pilot program. We reached out to several municipalities, and the feedback we received was very positive.

City Council has budgeted \$22,000.00 for the Billing & Collections division to purchase a vehicle; the actual cost under the lease agreement is \$19,349.00, with monthly payments over five (5) years.

City Council has budgeted \$25,000.00 for the Human Resource department to purchase a vehicle; the actual cost under the lease agreement is \$24,764.00 with monthly payments over five (5) years.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE LEASES OF THE HUMAN RESOURCES VEHICLE FOR \$24,764 AND THE BILLING & COLLECTIONS VEHICLE FOR \$19,349 AS PRESENTED.**

N/A

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**Fiscal Impact**

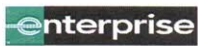
**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** Yes  
**TOTAL:** \$44,112.87  
**BUDGETED AMOUNT:** \$47,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 100-999-9000 \$639,051.96  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
B/C Budgeted \$22,000 / Actual cost \$19,349  
HR Budgeted \$25,000 / Actual cost \$24,764

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**Attachments**

2020 Kia Quote  
2020 Malibu Quote  
Enterprise Agreement

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Prepared For: City of San Luis

Date 11/12/2019
AE/AM 4JS

Unit #

Year 2020 Make Kia Model Sedona

Series L Passenger Van

Vehicle Order Type Ordered Term 60 State AZ Customer# 574694

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and Total Capitalized Amount.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

\$ 389.08 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program3 Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 41.68 Transaction Privilege Tax 10.7120%

State AZ

\$ 430.76 Total Monthly Rental Including Additional Services

\$ 3,577.20 Reduced Book Value at 60 Months

\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of San Luis

Table with 3 columns: BY, TITLE, DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 200.00
<b>Total Other Charges Capitalized</b>		\$ 200.00
<b>Other Charges Total</b>		\$ 400.00

**VEHICLE INFORMATION:**

2020 Kia Sedona L Passenger Van - US  
Series ID: 64212

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 26,441.00	\$ 27,400.00
Total Options	\$ 170.00	\$ 200.00
Destination Charge	\$ 1,045.00	\$ 1,045.00
<b>Total Price</b>	<b>\$ 27,656.00</b>	<b>\$ 28,645.00</b>

**SELECTED COLOR:**

Exterior: 4SS - (0 P) Silky Silver  
Interior: GBU - (0 I) Gray w/Cloth Seat Trim w/YES Essentials

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
4SS_01	(0 P) Silky Silver	NC	NC
4WY	4-Way Adjustable Passenger's Seat	Included	Included
6WY	6-Way Adjustable Driver's Seat	Included	Included
CF	Carpeted Floor Mats	\$ 170.00	\$ 200.00
GBU_04	(0 I) Gray w/Cloth Seat Trim w/YES Essentials	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.51 Axle Ratio	STD	STD
STDEN	Engine: 3.3L GDI V6 Lambda 24V DOHC	STD	STD
STDGV	GVWR: 6,085 lbs	STD	STD
STDRD	Radio: AM/FM/MP3 Audio System	STD	STD
STDST	Front Captain Seats	STD	STD
STDTM	Cloth Seat Trim w/YES Essentials	STD	STD
STDTN	Transmission: 8-Speed Automatic w/Sportmatic	STD	STD
STDTR	Tires: P235/65R17 Low Rolling Resistance	STD	STD
STDWL	Wheels: 17" x 6.5J Alloy	STD	STD

## CONFIGURED FEATURES:

### Body Exterior Features:

- Number Of Doors: 4
- Rear Driver Door: sliding rear passenger doors
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors with turn signal indicator
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front Bumper Insert: black front bumper insert
- Body Material: fully galvanized steel body material
- Grille: black w/chrome surround grille

### Convenience Features:

- Air Conditioning: manual air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls
- Fuel Remote Release: power fuel remote release
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage, conversation mirror
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

### Entertainment Features:

- radio: AM/FM stereo with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 8 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

- Headlamp Type: delay-off projector beam halogen headlamps
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper
- Rear Window Defroster: rear window defroster
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog display
- Tachometer: tachometer
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer

Water Temp Gauge: water temp. gauge

Clock: in-radio display clock

Systems Monitor: systems monitor

Check Control: redundant digital speedometer

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: compact spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front and rear seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

3rd Row Headrests: 3 manual adjustable third row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear manual reclining bucket seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: Slide-N-Stow rear seat tumble forward

Rear Seat Mounted Armrests: rear seat mounted armrest

3rd Row Seat Type: fixed third row manual 60-40 split-bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: YES Essentials premium cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome interior accents

Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light

Standard Engine:

Engine 276-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



Prepared For: City of San Luis

Date 11/12/2019
AE/AM 4JS

Unit #

Year 2020 Make Chevrolet Model Malibu

Series LS w/1FL 4dr Sedan

Vehicle Order Type Ordered Term 60 State AZ Customer# 574694

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and Total Capitalized Amount.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field Name and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

\$ 332.71 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 35.64 Transaction Privilege Tax 10.7120%

State AZ

\$ 368.35 Total Monthly Rental Including Additional Services

\$ 3,676.27 Reduced Book Value at 60 Months

\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of San Luis

BY TITLE DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Window Tint	C	\$ 130.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 130.00
<b>Aftermarket Equipment Total</b>		\$ 130.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 200.00
<b>Total Other Charges Capitalized</b>		\$ 200.00
<b>Other Charges Total</b>		\$ 400.00

**VEHICLE INFORMATION:**

2020 Chevrolet Malibu LS w/1FL 4dr Sedan - US  
Series ID: 1ZC69

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 22,384.08	\$ 23,220.00
Total Options	\$ 59.79	\$ 116.25
Destination Charge	\$ 875.00	\$ 875.00
<b>Total Price</b>	<b>\$ 23,318.87</b>	<b>\$ 24,211.25</b>

**SELECTED COLOR:**

Exterior: GAZ - (0 P) Summit White  
Interior: H1H - (0 I) Dark Atmosphere/Medium Ash Gray w/Premium Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
1FL	Preferred Equipment Group 1FL	NC	NC
A51	Front Bucket Seats	STD	STD
AG6	6-Way Manual Front Passenger Seat Adjuster	Included	Included
AH4	6-Way Manual Driver Seat Adjuster	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
H1H_01	(0 I) Dark Atmosphere/Medium Ash Gray w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
LFV	Engine: 1.5L Turbo DOHC 4-Cylinder DI w/VVT	STD	STD
MRG	Transmission: Continuously Variable (CVT)	STD	STD
PAINT	Monotone Paint Application	STD	STD
PP	Enterprise Price Protection	\$ -46.00	\$ 0.00
QC7	Wheels: 16" Aluminum	STD	STD
R83	Tires: P205/65R16 All-Season Blackwall	STD	STD
R9Y	Fleet Free Maintenance Credit	\$ -30.71	\$ -33.75
STD TM	Premium Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
VAV	All-Weather Floor Mats (LPO)	\$ 136.50	\$ 150.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: trunk  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: fully galvanized steel body material  
Grille: black w/chrome accents grille

### Convenience Features:

Air Conditioning manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio AM/FM stereo with seek-scan  
Equalizer: automatic equalizer  
Audio Theft Deterrent: audio theft deterrent  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 12 speakers  
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access  
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer

Water Temp Gauge: water temp. gauge

Clock: in-radio display clock

Systems Monitor: systems monitor

Check Control: redundant digital speedometer

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Low Coolant Warning: low-coolant warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: DuraLife four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: compact spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Rear Side Airbag: rear side-impact-impact airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer

Security System: security system

Panic Alarm: panic alarm

Tracker System: tracker system

Electronic Stability: StabiliTrak electronic stability

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: premium cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: cloth/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 160-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of March, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of March, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of San Luis ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. The vehicles may enter Canada or Mexico for short durations or a period of time that does not require such vehicles to become subject to the titling and/or registration laws of such other country. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

**INDEMNITY:** To the extent permitted by Arizona state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Arizona State law.

The City of San Luis is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law. Therefore, notwithstanding any other provision of this Agreement to the contrary, City of San Luis's liability under any claim for indemnification shall not exceed any limits

imposed by applicable law and shall not extend to matters for which the City of San Luis is barred by law from providing indemnity.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason. Notwithstanding the foregoing, the Lessee is not waiving its right to otherwise pursue claims against the Lessor and Lessor's Servicer (Enterprise Fleet Management, Inc.) in any manner not inconsistent with the provisions of this Agreement.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Arizona (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

**NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Arizona State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City of San Luis to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City of San Luis fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement). This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

Sections 20, 21, and 22 of the Master Equity Lease Agreement are additional paragraphs and read as follows:

**Section 20 No Boycotting Israel.** Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Section 21 NON-DISCRIMINATION** The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

Section 22 INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_ day of March, 2019.

\_\_\_\_\_  
City of San Luis (Lessee)

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

Title: \_\_\_\_\_

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. A.

**Meeting Date:** 11/26/2019

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible actions 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 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 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, 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 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. 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 AWARD BERKELEY RESEARCH GROUP, LLC THE BID FOR THE FEASIBILITY STUDY FOR NATURAL GAS IN THE AMOUNT OF \$178,944 AS PRESENTED.**

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	YES
<b>TOTAL:</b>	\$161,050.00
<b>BUDGETED AMOUNT:</b>	\$178,944.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	YES
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-81000 \$300,000
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

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

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### **Attachments**

Request for Proposals  
Galway Group Proposal  
Bid Tabulation

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City of San Luis, Arizona

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# **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](http://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 km<sup>2</sup>) 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<sup>1</sup>; 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.

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<sup>1</sup> 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<sup>2</sup> 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,

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<sup>2</sup> 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](mailto: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.

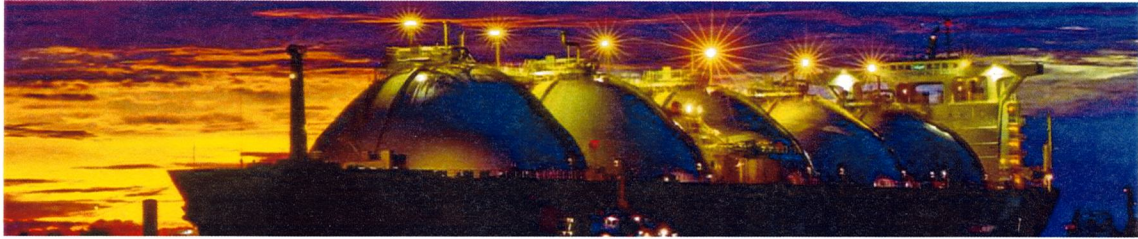
Presentation format will be at the discretion of the proposers. Presentations will be limited to one-hour period per respondent, which includes questions. All key managerial personnel, as well as key personnel working on the project, must attend the proposal presentation.

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.



# Galway Group

Advancing Energy Decisions

**SUBMITS**

**Proposal**

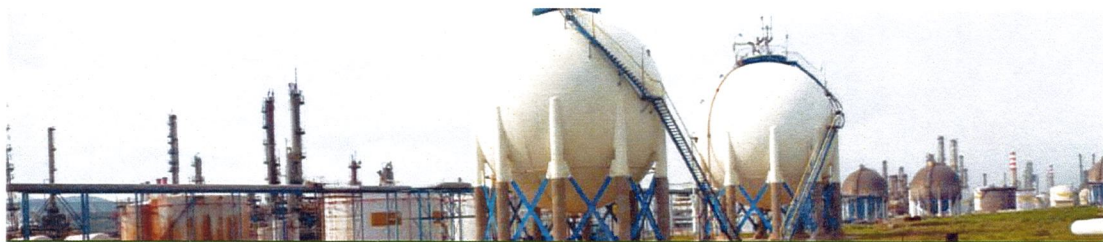
**FOR**

**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 plan, 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 financiers 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 propane 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

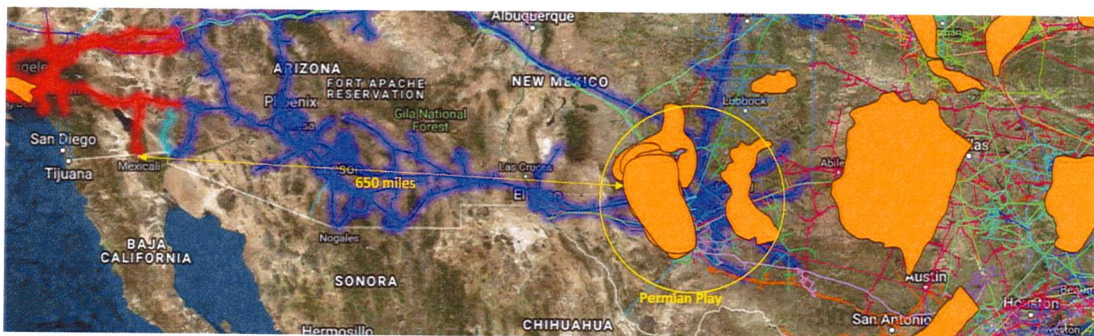


Figure 2: Pipeline Grids to San Luis

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 be acquired from these pipelines, Galway will:

- Identify existing infrastructure: Galway will identify existing gas pipeline network/ propose 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-

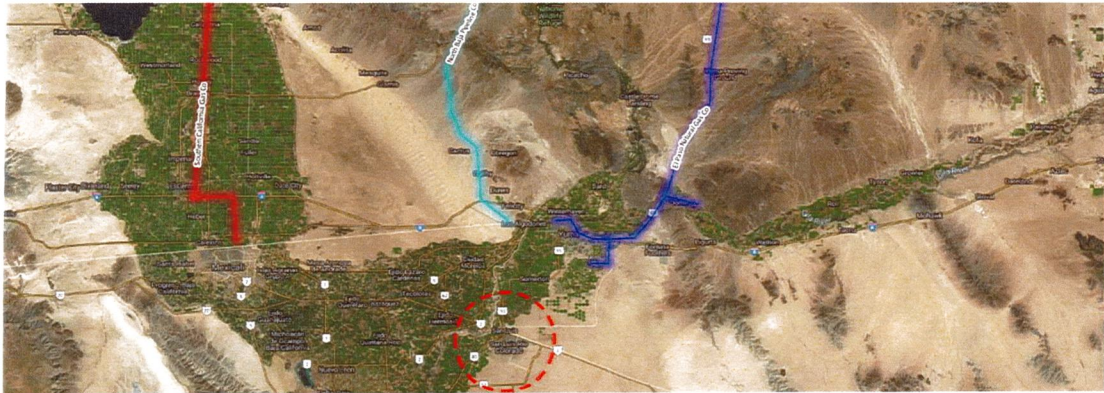


Figure 3: Natural Gas infrastructure near San Luis

-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 sections: 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

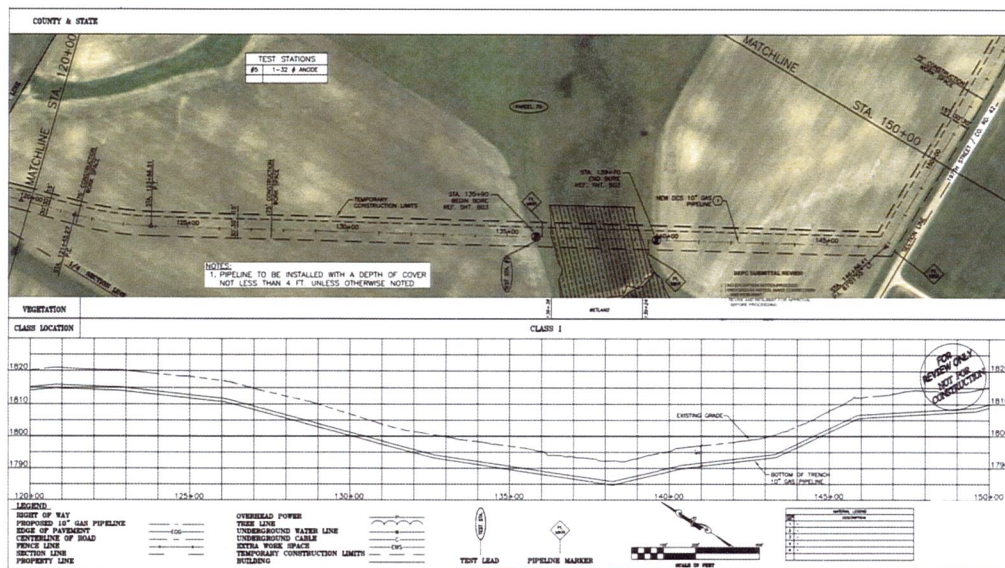


Figure 4: Preliminary drawing (for illustration purpose only)

- 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 (No. or %)	Assessment condition (i)				Magnitude (M) $\sum_{i=1}^{10} X_i$	Significance (S) $\sum_{i=1}^{10} Y_i$
			Direct	Long term	Negative	Reversible		
1	Physical Environment	Landscape	-10 -10	-10 -10	-10 -10	-10 -10	-40	-100
2		Hydraulics of river	-10 -10	-10 -10	-10 -10	-10 -10	-40	-100
3		Water pollution	-10 -10	-10 -10	-10 -10	-10 -10	-40	-100
4		Air and noise pollution	-7 -7	-1 -1	-4 -4	-1 -1	-13	-30
5		Change of land use	8 -10	-10 -10	-7 -7	-10 -10	-30	-100
6		Downstream water users	-7 -7	-7 -7	-10 -10	-10 -10	-34	-100
7		Spread of Malaria	-2 -5	-4 -5	-4 -5	-2 -5	-12	-30
8		Natural Environment	Aquatic life and fisheries	8 -10	-10 -10	-10 -10	-10 -10	-38
9	Natural habitats		-8 -10	-10 -10	-10 -10	-10 -10	-38	-100
10	Ecological balance		-10 -10	-10 -10	-10 -10	-10 -10	-40	-100
11	Stress on biodiversity		-10 -10	-10 -10	-10 -10	-10 -10	-40	-100
12	Economic Environment	Value of properties	3 -10	-10 -10	-3 -10	-10 -10	-25	-5
13	Social & cultural Environment	Likelihood of conflicts	6 -10	-10 -10	-7 -10	-10 -10	-21	-10
14		Archaeological sites & artifacts	-2 -10	-10 -10	-10 -10	-10 -10	-32	-100
Overall sum of magnitude and significance of environmental impact of						$\sum_{j=1}^{14} \sum_{i=1}^{10} X_i$ = -444	$\sum_{j=1}^{14} \sum_{i=1}^{10} Y_i$ = -1020	

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/](http://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.

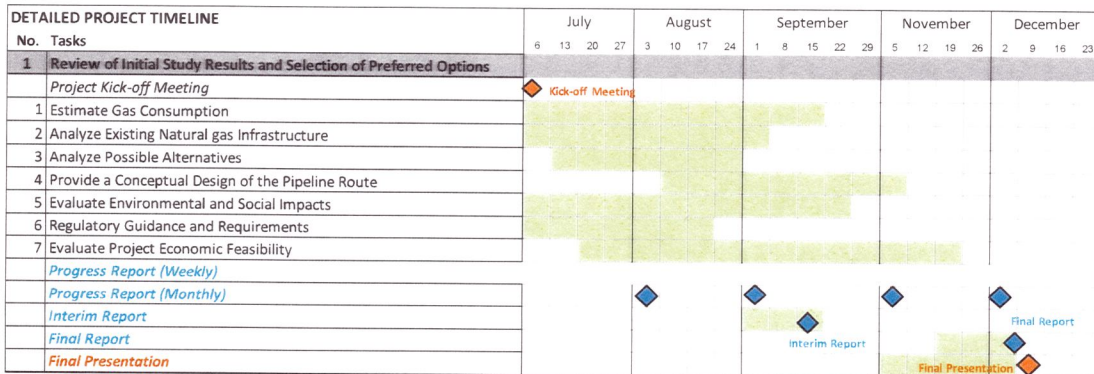
- Galway will undertake a detailed cost benefit analysis to analyze the impact of natural gas in the community. In this section of the task, an annualized cost (with appropriate returns built in) will be estimated. this cost will be classified as tariff for using the natural gas services. The tariff 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 5<sup>th</sup> 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:

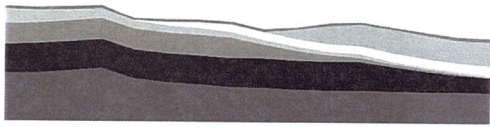
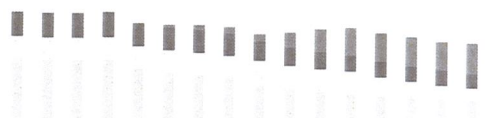
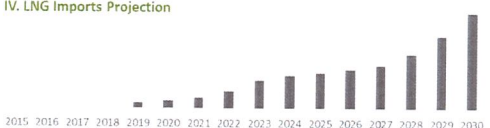
### Reference 1: Gas Pricing Policy and Impacts: Bahrain

<b>Assignment name:</b> Gas Pricing Policy and Impacts: Bahrain	<b>Approx. value of the contract (in current US\$):</b> Confidential
<b>Country:</b> Bahrain	<b>Duration of assignment (months):</b> 8 Months
<b>Name of Client:</b> 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 <a href="mailto:AMukharaq@NOGA.GOV.BH">AMukharaq@NOGA.GOV.BH</a> 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

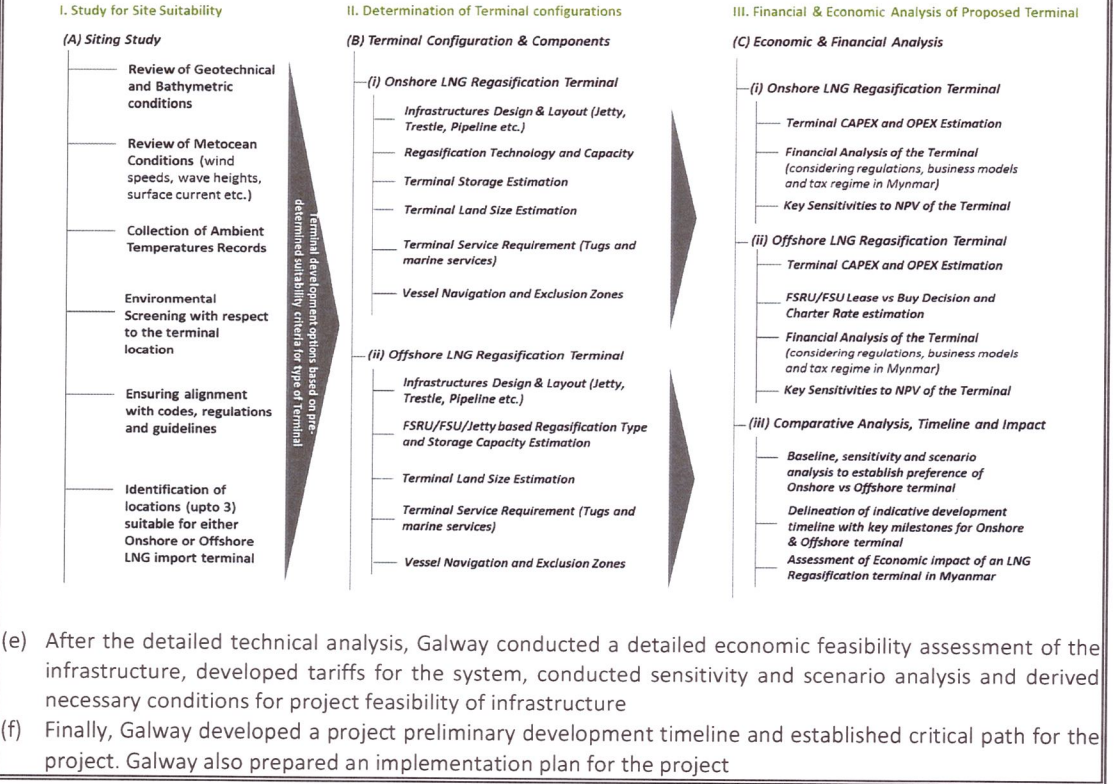
<p><b>Description of Project:</b> The assignment was part of a larger LNG import terminal project in Bahrain. The government of Bahrain is in the final stages of commissioning an LNG terminal in the country. Because of difference in prices of LNG imported and domestic gas, and a cost benefit analysis of import of natural gas was required to understand profitability of industries and future development in the country.</p>	
<p><b>Description of actual services provided Galway staff within the assignment:</b> Following are some of the actual services provided by Galway in this assignment:</p> <ul style="list-style-type: none"> <li>(a) Reviewed Bahrain’s Economy &amp; Energy Sector: Identified country’s main economic and energy sector features, including key stakeholders, to prepare ground for economic analysis phase.</li> <li>(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.</li> <li>(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.</li> <li>(d) Social &amp; Political Analysis: Analysed the critical issue of energy subsidies, and the potential impact of removing or not removing these subsidies on the economy</li> <li>(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</li> <li>(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.</li> <li>(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.</li> <li>(h) Recommendation &amp; 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.</li> </ul> <p>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</p>	

**Reference 2: Gas and LNG infrastructure Feasibility Study, Myanmar**

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

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 Chezhan – 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.					
<p><b>I. Myanmar Market overview, Infrastructure, Pricing and Regulatory oversight</b></p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><b>(A) Economic Overview</b></p> <ul style="list-style-type: none"> <li>Country Economic Overview</li> <li>Economic growth drivers and projections</li> </ul> </td> <td style="vertical-align: top;"> <p><b>(B) Regulatory Overview</b></p> <ul style="list-style-type: none"> <li>Market Regulatory Bodies; Roles and Responsibilities</li> <li>Gas Pricing and Legislation</li> <li>Myanmar Investment permitting</li> </ul> </td> <td style="vertical-align: top;"> <p><b>(C) Market Overview</b></p> <ul style="list-style-type: none"> <li>Profile of Gas market participants (producers and consumers)</li> <li>Infrastructure Ownership</li> <li>Business Models</li> </ul> </td> <td style="vertical-align: top;"> <p><b>(D) Infrastructure Overview</b></p> <ul style="list-style-type: none"> <li>Existing, planned and proposed gas and power infrastructure in Myanmar – special focus on Kyaukphyu</li> </ul> </td> </tr> </table>		<p><b>(A) Economic Overview</b></p> <ul style="list-style-type: none"> <li>Country Economic Overview</li> <li>Economic growth drivers and projections</li> </ul>	<p><b>(B) Regulatory Overview</b></p> <ul style="list-style-type: none"> <li>Market Regulatory Bodies; Roles and Responsibilities</li> <li>Gas Pricing and Legislation</li> <li>Myanmar Investment permitting</li> </ul>	<p><b>(C) Market Overview</b></p> <ul style="list-style-type: none"> <li>Profile of Gas market participants (producers and consumers)</li> <li>Infrastructure Ownership</li> <li>Business Models</li> </ul>	<p><b>(D) Infrastructure Overview</b></p> <ul style="list-style-type: none"> <li>Existing, planned and proposed gas and power infrastructure in Myanmar – special focus on Kyaukphyu</li> </ul>
<p><b>(A) Economic Overview</b></p> <ul style="list-style-type: none"> <li>Country Economic Overview</li> <li>Economic growth drivers and projections</li> </ul>	<p><b>(B) Regulatory Overview</b></p> <ul style="list-style-type: none"> <li>Market Regulatory Bodies; Roles and Responsibilities</li> <li>Gas Pricing and Legislation</li> <li>Myanmar Investment permitting</li> </ul>	<p><b>(C) Market Overview</b></p> <ul style="list-style-type: none"> <li>Profile of Gas market participants (producers and consumers)</li> <li>Infrastructure Ownership</li> <li>Business Models</li> </ul>	<p><b>(D) Infrastructure Overview</b></p> <ul style="list-style-type: none"> <li>Existing, planned and proposed gas and power infrastructure in Myanmar – special focus on Kyaukphyu</li> </ul>		
<p><b>II. Natural Gas Supply Projection</b></p>  <p>Results:</p> <ol style="list-style-type: none"> <li>1 Projection of onshore gas production</li> <li>2 Projection of offshore gas production</li> <li>3 Development of Map of Basins, Upstream blocks, and pipelines</li> </ol>					
<p><b>III. Gas Consumption Projection (with granular focus on Kyaukphyu)</b></p>  <p>Results:</p> <ol style="list-style-type: none"> <li>1 Projection of Power Supply Demand Balance in Myanmar</li> <li>2 Projection of Gas Demand from Power sector</li> <li>3 Projection of Gas Demand from Non-Power sector</li> <li>4 Projection of Gas Export Obligations</li> </ol>					
<p><b>IV. LNG Imports Projection</b></p>  <p>Results:</p> <ol style="list-style-type: none"> <li>1 Projection of LNG Demand in High/Base/Low Cases</li> <li>2 LNG Procurement/Pricing Models for Myanmar</li> <li>3 Suggestions on LNG import portfolio and sources</li> </ol>					
(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**

<b>Assignment name:</b> Potential of gas supply through Small Scale LNG	<b>Approx. value of the contract (in current US\$):</b> Confidential
<b>Country:</b> Philippines	<b>Duration of assignment (months):</b> 5 Months
<b>Name of Client:</b> (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

<p>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</p>	
<p>Description of actual services provided by your staff within the assignment: Following are some of the task undertaken during this assignment.</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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</li> <li>(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</li> <li>(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.</li> </ul> <p>It was determined as per this study that at that time oil prices (2017), the project will marginally worse the existing substitutes.</p>	

## 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.

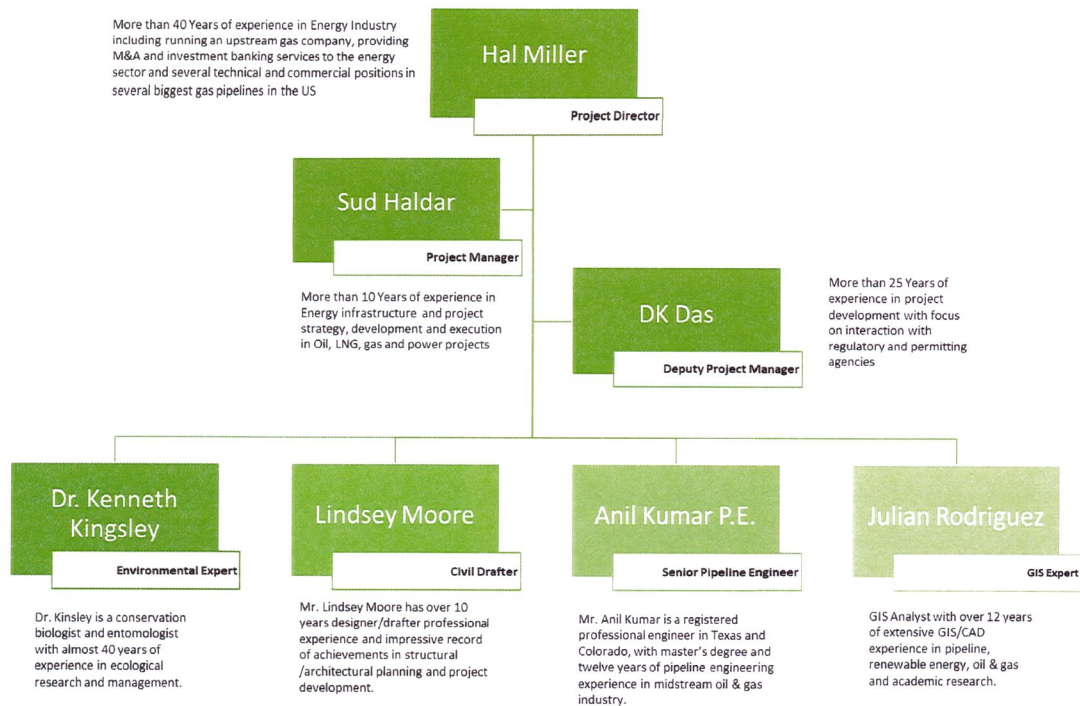


Figure 5: Project Team Structure

## 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. Kingsley 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)
<b>TOTAL FEES (AFTER DISCOUNT)</b>	<b>170,944*</b>

\* 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
<b>Total</b>	<b>100</b>

### 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)				
<b>Title</b>	PROPOSAL FOR SAN LUIS FEASIBILITY STUDY FOR NATURAL GAS PROJECT			
<b>Total Amount (USD)</b>	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)
<b>TOTAL FEES (AFTER DISCOUNT)</b>				<b>170,944</b>
Additional Cost/ Software/ Expenses/ 3 <sup>rd</sup> 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	
<b>TOTAL FEES (AFTER DISCOUNT) + ADDITIONAL COST</b>				<b>178,944</b>

### DETAILED CVS OF PERSONNEL

#### HAL MILLER – PROJECT DIRECTOR

<b>Current Position</b>	Chairman		
<b>Nationality</b>	United States		
<b>Gender</b>	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

<b>Date (from - to)</b>	<b>City, state</b>	<b>Enterprise, organisation</b>	<b>Position</b>	<b>Description</b>
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.
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### SUD HALDAR – PROJECT MANAGER

<b>Current Position</b>	Director		
<b>Nationality</b>	Indian		
<b>Gender</b>	Male		
<b>Education</b>			
<b>Name of the Degree/ Qualification</b>	<b>Name of University/ College</b>	<b>Year</b>	
Master of Business Administration	Rice University	2012-2014	
Bachelor of Technology	Indian Institute of Technology (IIT), Delhi	2004-2008	
<b>Languages</b>			
<b>Name of the Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent
Bengali	Native	-	-

### Professional Experience

<b>Date (from - to)</b>	<b>City, state</b>	<b>Enterprise, organisation</b>	<b>Position</b>	<b>Description</b>
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 liaised 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 Exceletrate 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.
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**DK DAS – DEPUTY PROJECT MANAGER**

Current Position	Senior Director		
Nationality	United States of America		
Gender	Male		
<b>Education</b>			
<b>Name of the Degree/ Qualification</b>	<b>Name of University/ College</b>	<b>Year</b>	
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	
<b>Languages</b>			
<b>Name of the Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
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

				<p>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 &amp; geotechnical consultants</p> <p>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&amp;P and LNG/FLNG projects around the globe; Participate in commercial contract negotiations with Oil/Gas Service providers; Prepare capital cost estimates, EPC packages &amp; Tender packages; Typical clients - BHP, Hess, Noble Energy, Anadarko, ENI, Shell, Murphy and Newfield</p> <p>For Pritchard Capital Partners – Analyzed financial statements, studied macro trends in the industry, assessed strengths &amp; weaknesses of competitors and created a full model for Jacobs, a major EPC firm in energy sector.</p>
2005 - 2008	New York, NY ; Los Angeles, CA	PricewaterhouseC oopers LLP & KPMG LLP	Experienced Associate, Structured Finance Group	<p>Modeled CDOs and CLOs; Incorporated financial risk management measures; Assessed Credit Ratings; Corresponded with Portfolio Managers &amp; Lawyers; Interacted with Moody's, S&amp;P and Fitch. Typical Clients: Deutsche Bank, Bank of America, Alliance Bernstein, Morgan Stanley, RBS.</p> <p>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</p>

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	<p><u>Engineering Design &amp; Strategic Sourcing:</u> Teamed with multi-disciplinary team of engineers, geologists, environmental scientists for technical projects; Performed design of pipelines, pumps &amp; compressors; Strategic sourcing and logistics with manufacturers and vendors worldwide</p> <p><u>Financial Modeling:</u> 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 &amp; financial reports; Performed company due diligence</p> <p><u>Oilfield Services:</u> Designed innovative &amp; 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 &amp; Oceaneering for contracts worth &gt; \$8 MM.</p> <p><u>Business Development &amp; Networking:</u> Took strong initiatives to develop extensive industry contacts with firms such as BHP-Billiton, Husky Energy, Suncor, Newmont, Encana and Barrick; Generated &gt; \$6MM in consulting fees.</p> <p><u>Negotiations with Regulatory Agencies:</u> Successfully undertook challenge of negotiating with top level officials in regulatory agencies such as USEPA, CCME (Canada), Bapedal</p>

				(Indonesia), and Secretaria de Minería (Argentina).
1989 – 1991	Vancouver, Canada	Hipp Engineering Ltd.	Civil & Structural Engineer	<u>Structural Engineer</u> : Designed a 3-storeyed masonry building for Quesnel River Pulp & Paper plant extension; Designed pump foundations, large steel tanks, large steel ducts, <u>Civil Engineer</u> : 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**

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

Name of the Language	Speaking	Reading	Writing
English	Excellent	Excellent	Excellent

**Professional Experience**

Dr. Kingsley 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; Collected 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. Karpiscak. 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

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

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

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





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. B.

**Meeting Date:** 11/26/2019

**Department Head:** Tadeo A. De La Hoya, City Manager, Administration

**Submitted By:** Fausto Gonzalez, HR Training & Programs Coordinator, Human Resources Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the approval of a 6-month renewal/extension agreement between the City of San Luis and Border Gym Fitness, L.L.C. **(Fausto Gonzalez, Training & Programs Coordinator)**

#### SUMMARY:

Because of the popularity of the City's Gym Membership Benefit Program (Gym Benefit), Human Resources (HR) would like to submit the following Border Gym Fitness service contract for review and consideration and recommend the approval of the proposed contract. We would also like to point out that since Border Fitness is seeking no changes to the service contract.

#### **Continued Success with Having Two Gym Contracts & Increasing Program to 60 Memberships**

Memberships per gym have remained fairly consistent with membership split almost in half between both providers for the past five (5) months. Overall, the program has averaged a total of 56 active memberships per month and out of the 60 slots, Border Gym Fitness has kept an average of about 26 memberships per month.

#### **Proposed Contract**

Border Gym Fitness proposes a 6-month contract ending on June 30, 2020. And the owners intend to return to the city before the expiration of the 6 months to negotiate a new contract for FY 2020-2021.

#### **Survey**

HR surveyed the employees using Border Gym Fitness and a copy of the survey results was provided to Mr. Chang. Overall, members attending Border Gym Fitness are satisfied with the gym premises and services.

#### **Purpose**

The Gym Benefit is part of the city's Wellness Program to:

- \*provide salutory options for employees,
- \*encourage employees to become physically active in a non-work related environment, and
- \*inspire employees to adopt and maintain healthy habits.

#### **RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE THE CONTRACT WITH BORDER GYM FITNESS AS PRESENTED.**

N/A

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$4,000.00  
**BUDGETED AMOUNT:** \$16,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Special Services, GL  
100-125-80005, \$ 56,150.00

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

N/A

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**Attachments**

Border Fitness Gym 6-Month Contract Jan 1, 2020 - June 30, 2020  
Exhibit A - Border Fitness Access & Services  
Enrollment Agreement Gym Benefit January - June 2020

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## **AGREEMENT**

This agreement (the "Agreement") is effective January 1, 2020, between the City of San Luis of P.O. Box 1170, San Luis, Arizona, 85349 ("City") and Border Gym Fitness, L.L.C., of P.O. Box 5107, 1938 E. Juan Sanchez Blvd, Suite 1, San Luis, Arizona, 85349 ("Contractor"). (The City and the Contractor may be referred to singularly as the "Party" and collectively as the "Parties").

**A.** The City is desirous of obtaining wellness health services.

**B.** Contractor agrees to perform these services for City under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the City and Contractor agree as follows:

### **SECTION ONE DESCRIPTION OF WORK**

#### **A. Gym Membership**

The purpose of the Wellness Program shall be to help improve the overall fitness of employees of the City by providing gym membership with the Contractor for up to 60 City employees. Gym membership includes services as well as access to facilities and equipment as more fully described in Exhibit A, which is incorporated into this agreement by this reference. Contractor reserves the right to cancel any classes offered during the term of this Agreement without advance notice. The Contractor will not be responsible for providing audio equipment or any other special accommodations necessary for fitness activity participants, including but not limited to seating and water.

#### **B. Equipment**

Exercise equipment shall be in good working condition so that it may be operated safely and for the exercises for which the equipment was intended. For any equipment which is not in good working order as just described here, the Contractor shall restore it to good working order or replace it within twenty-one (21) days from the day it is no longer in good working condition.

#### **C. Cleanliness**

All locations of Contractor's gyms shall be clean, free of pests and air conditioning operational to the satisfaction of representatives of the City's H.R. Department and the Wellness Committee.

#### **D. Invoicing**

Contractor shall e-mail to the City every first Monday of every month its invoice for the previous month.

#### **E. Reporting**

Contractor shall report every month to the City the attendance of City Employees enrolled in the City's Gym Membership Benefit.

### **SECTION TWO PAYMENT**

The City will pay Contractor \$22.00 per month per the number of City employees who are enrolled in the Gym Membership Benefit who use the services of the Contractor during that month for up to 60 employees during the term of this Agreement. Payment will be made on or before the 15<sup>th</sup> day of each month either by check or direct deposit to Contractor.

In addition, upon execution of this Contract, City will pay Contractor \$250.00 in advance for its administrative costs.

### **SECTION THREE RELATIONSHIP OF PARTIES**

The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved and not the manner and means of achieving it. The conduct and control of the work will lie solely with Contractor. The Contractor is not to be considered an agent or employee of City for any purpose. The employees of Contractor are not to be considered agents or employees of the City. It is understood that City does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract and provide similar services for others while under this Agreement with City.

### **SECTION FOUR LIABILITY**

The work to be performed under this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of the premises and equipment used in the performance of this Agreement. The Contractor will carry, for the duration of this Agreement, public liability insurance in an amount

acceptable to City. Contractor agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement.

**SECTION  
FIVE  
EQUIPMENT**

Contractor shall supply all equipment and supplies needed to perform this agreement without additional charge.

**SECTION  
SIX  
DURATION**

This Agreement shall begin on January 1, 2020, and terminate on June 30, 2020. Either party may cancel this Agreement on ten (10) days written notice; otherwise, the Agreement shall remain in force for its term. In the event of cancellation, no further monies will be owed by City to Contractor. Termination of any individual City Employee from City's Gym Benefit is determined by the Enrollment Agreement Exhibit B, which is incorporated into this agreement by this reference.

The Agreement may be renewed for an additional six months on the recommendation of the Wellness Committee, the City's HR Department and the approval of the City Council.

**SECTION  
SEVEN  
MISCELLANEOUS**

**A. 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 a process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

**If to the CITY**

**City Manager  
City of San Luis  
P.O. Box 1170 (by United States Postal Service)**

**1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349**

**With a copy**

**to San Luis City Attorney  
The City of San Luis  
P.O. Box 1170  
San Luis, AZ 85349**

**If to the CONTRACTOR**

**Luis Chang, Owner  
P.O. Box 5107 (by United States Postal Service)  
1938 E. Juan Sanchez Blvd.  
Suite 1 (by personal process or courier)  
San Luis, Arizona, 85349**

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

#### **B. Waiver**

No delay in exercising any right or remedy shall constitute a waiver thereof. The failure of either party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as subsequently waiving any such terms, or any others, but the terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### **C. Attorneys' Fees**

In the event any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

#### **D. 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.

## **E. Headings**

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

## **F. Time of the Essence**

Time is of the essence in this Agreement.

## **G. No Agency, Partnership or Third Parties**

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 Contractor and the City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

## **H. Entire Agreement**

This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

## **I. Amendment**

No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

## **J. Governing Law**

This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

## **K. Compliance with the Law and Provisions Required by Arizona Law**

The Contractor agrees it will comply with all federal, state and local laws including but not limited to:

- (1) Contractor certifies that it does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317,
- (2) Contractor certifies that pursuant to A.R.S. §41-4401(A), the undersigned is authorized to and does warrant its compliance with all federal immigration

laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A, E-verify. A breach by the undersigned or his/her employer of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the undersigned, his/her employer or the employer's subcontractor or subcontractors are complying with this warranty.

- (3) Notice of A.R. S. §38-511: Conflict of Interest. Pursuant to 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 to 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 the provisions of A.R.S. §38-511.

#### **L. Venue**

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

#### **M. Severability**

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

#### **N. No Personal Liability**

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

**O. Business License**

Contractor shall obtain and maintain during the term of this Agreement a City business license.

**P. 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.

**Q. Notice of Conveyance or Assignment**

The Contractor shall give notice to the City of any sale of Contractor's gym business at least 10 days prior to the effective date of the sale. The Contractor may assign all of its rights under this Agreement to any one or more persons or entities, on such terms as Contractor may deem appropriate, provided that Contractor may not convey said rights unless the corresponding obligations of the Contractor are assumed by the assignee of the Contractor's rights. Notice of the assignment of rights and assumption of obligations shall be in a document signed by the Contractor and such assignee. Contractor shall be released from the obligations assumed by the assignee once the City receives notice under the notice requirements of the Agreement.

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement as of the dates below.

**BORDER GYM FITNESS, L.L.C.**

by \_\_\_\_\_ Date \_\_\_\_\_  
Luis Chang, Owner

**CITY OF SAN LUIS, ARIZONA**

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

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## **Exhibit A**

### **Border Gym Fitness L.L.C**

#### Locations:

1938 Juan Sanchez Blvd Suite 1 & 2  
San Luis, Arizona

240 W. Main St.  
Somerton, Arizona

#### Access and Services:

Access to open gym and exercise equipment 24 hours per day, 7 days per week at both locations;

Classes at the San Luis location only (Zumba, Yoga, Spinning, Cross-Training and Cardio Boxing, all of which are subject to change or cancellation without notice);

Three (3) scheduled free orientations with a trainer which includes instruction on how to use each of our machines;

30-minute circuit;

Kids-care area Monday through Thursday from 6 p.m. to 8 p.m. ; and

Kids-rest area in Somerton.

**BORDER GYM FITNESS****Employee's Agreement for Gym Membership Benefit January – June 2020****Acuerdo del Empleado(a) Para Beneficio de membresía de Gimnasio – enero – junio 2020****Purpose / Propósito**

For the purpose of promoting a healthy workforce, the City of San Luis, Arizona (further referred to as "City") wishes to provide voluntary gym membership free of charge to its full-time, non-temporary, non-seasonal employees.

*Con el propósito de promover una fuerza laboral saludable, la Ciudad de San Luis, Arizona (de aquí en adelante referida como "Ciudad") desea proveer, a los empleados que así lo deseen, una membresía libre de costo a los empleados de tiempo completo, pero no a empleados temporales ni estacionales.*

**Agreement / Acuerdo**

By signing below, I verify, understand and agree that:

*Al firmar, verifico, entiendo y estoy de acuerdo que:*

1. I am a full-time, non-temporary, non-seasonal employee of the City of San Luis, Arizona.  
*Soy empleado(a) de tiempo completo, no temporal ni estacional de la Ciudad de San Luis, Arizona.*
2. This gym membership is voluntary and is offered for my personal benefit and it is not related to my work duties or functions.  
*Esta membresía del gimnasio es voluntaria y se ofrece para mi beneficio personal y no tiene relación alguna con mis funciones o deberes laborales.*
3. If I am injured in the scope of using this Gym benefit, I understand I am not covered by City of San Luis workers' compensation insurance benefit.  
*Si me lesiono en uso del beneficio del gimnasio, entiendo que no estoy cubierto por el beneficio del seguro de compensación para trabajadores de la ciudad de San Luis.*
4. Gym membership is offered through **Border Gym Fitness** which has facilities in Somerton and San Luis, Arizona.  
*La membresía del gimnasio es ofrecida a través de Border Gym Fitness, el cual tiene instalaciones en Somerton y San Luis, Arizona.*
5. Border Gym Fitness is a third-party, independent contractor and it is not to be considered an agent, representative, or employee of the City for any purpose.  
*Border Gym Fitness es un contratista tercero e independiente y no debe ser considerado un agente, representante, o empleado de la Ciudad.*
6. The City assumes no responsibility for the premises, equipment, or employees of Border Gym Fitness for any reason or purpose, whatsoever.  
*La Ciudad no asume ninguna responsabilidad por las instalaciones, el equipo, o empleados de Border Gym Fitness por cualquier motivo o finalidad, en absoluto.*
7. Border Gym Fitness might cancel any classes offered during the term of the membership without advanced notice. Note: Classes only available in San Luis facility.  
*Border Gym Fitness reserva el derecho de cancelar cualquiera de las clases que ofrezca durante el término de la membresía sin previa notificación previo aviso. Nota: Clases solo disponibles en el local de San Luis.*
8. I agree to attend Border Gym Fitness at least 8 times per calendar month unless my absence is excused through the Human Resources Department of the City (HR).  
*Me comprometo asistir a Border Gym Fitness por lo menos 8 veces por mes, a menos de que mi ausencia sea justificada por el Departamento de Recursos Humanos de la Ciudad (referido de aquí en adelante como "HR").*

9. I understand that if I fail to attend Border Gym Fitness at least 8 times in one calendar month without an excuse accepted by HR then I will be suspended from the program the following two months. After the two-month suspension, I may apply for the Gym Benefit.  
*Entiendo que si no cumplo con mi asistencia a Border Gym Fitness por lo menos 8 veces en un mes sin una razón que haya sido justificada por HR, seré suspendido del programa por dos meses. Al cumplir con los meses de suspensión, puedo solicitar el beneficio del Gimnasio.*
10. I understand that HR has the sole reasonable discretion to excuse my non-attendance at Border Gym Fitness.  
*Entiendo que HR usará una discreción razonable para justificar mi falta de asistencia a Border Gym Fitness.*
11. I understand that the City cannot exceed 60 memberships per month by contract with Border Gym Fitness. I understand that HR must take into consideration this limit on membership when deciding whether to excuse non-attendance.  
*Entiendo que la Ciudad de San Luis no puede exceder el límite de 60 membresías por mes especulado en el contrato con Border Gym Fitness. Entiendo que HR debe tener en cuenta este límite de membresías a la hora de decidir si se debe excusar la falta de asistencia.*
12. I understand that HR has the sole reasonable discretion to permanently terminate my gym benefit or require me to reimburse the City for the cost of my benefit if I am not using my gym benefit to participate in fitness activities.  
*Entiendo que HR usará discreción razonable sobre la cancelación permanente del uso del beneficio o exigirme que reembolse a la ciudad por el costo del beneficio de gimnasio si no participo en actividades de acondicionamiento físico.*
13. I agree that I must contact HR immediately to request to be excused from attendance. If I do not contact HR immediately, HR will not consider my request after the first business day of the following month of my absence. (For example: if an employee couldn't go to the gym at least 8 times in July because the employee was sick, the employee must contact HR to be excused, no later than first Monday in August.)  
*Estoy de acuerdo en comunicarme con HR inmediatamente para solicitar una justificación por cualquier ausencia. Si no me comunico con HR inmediatamente, HR no considerará mi solicitud después del primer día laboral del mes siguiente de mi ausencia. (Por ejemplo: si un empleado(a) no puede ir al gimnasio por lo menos 8 veces en Julio porque el empleado(a) estaba enfermo(a), el empleado(a) deberá de comunicarse con HR para solicitar un justificante que no pase del primer Lunes de Agosto).*
14. My free membership benefit through Border Gym Fitness continues until June 30, 2020 unless it is terminated sooner because I am no longer employed through the City of San Luis, or I failed to follow the rules of Border Gym Fitness, or I failed to attend *Border Gym Fitness* at least 8 times per month without an excuse accepted by HR.  
*Mi beneficio de membresía gratuita a través de Border Gym Fitness continuará hasta el 30 de junio del 2020, a menos de que sea terminada antes porque ya no estoy empleado(a) por la Ciudad de San Luis, o porque no seguí las reglas de Border Gym Fitness, o dejé de ir al Border Gym Fitness por lo menos 8 veces al mes sin justificación alguna que no haya sido aprobada por HR.*
15. I understand that it will be employee's responsibility to pay \$20.00 for proxy key to Border Gym Fitness, if I request one.  
*Entiendo que sera la responsabilidad del empleado de pagar \$20 por una llave electronica a Border Gym Fitness, si yo la solicito.*

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**Employee Signature / Firma De Empleado(a)**

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**Date/Fecha**

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**Print Employee Name / Nombre De Empleado(a) Por Escrito**



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. C.

**Meeting Date:** 11/26/2019

**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  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2106. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management to renew lease AZA-015957- The Recreation and Public Purposes Lease of September 9, 1983 (and subsequent amendments) for Joe Orduño Park. **(Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)**

A. Presentation by staff

B. Action on Resolution No. 2106

### SUMMARY:

This is a request for authorization to submit a Recreation and Public Purpose (R&PP) lease renewal application for the continued use of 28.12 acres of land commonly known as Joe Orduño Park to provide a community park and community center and any future related services and to authorize the City Manager or designee to sign the resulting documents.

On September 9, 1983, the Bureau of Land Management granted the City of San Luis lease AZA-015957. The R&PP lease property located in the vicinity of the northeast corner of Cesar Chavez Boulevard and Main Street. The city has developed the said property for recreational public purposes and is ready to submit an application to review the said lease.

One of the application requirements is a certified copy of a resolution authorizing the filing of the application and further authorizing the signing officer to execute the application. The approval of Resolution No. 2106 will meet this requirement.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2106 AS PRESENTED BY STAFF.**

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A

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

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

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

N/A

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**Attachments**

Resolution No. 2106

Location Map

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# Resolution

NO. 2106

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT TO RENEW LEASE AZA-015957- THE RECREATION AND PUBLIC PURPOSE (R&PP) LEASE OF SEPTEMBER 9, 1983 (AND SUBSEQUENT AMENDMENTS) FOR JOE ORDUÑO PARK.**

**WHEREAS**, the Bureau of Land Management granted the City of San Luis a Recreational and Public Purpose lease (AZA-015957) for approximately 28.12 acres of land for the purpose of a community park and community center more commonly known as Joe Orduño Park; and

**WHEREAS**, said lands owned by the Bureau of Land Management are located at:

Township 11 South, Range 25 West, Gila & Salt River Meridian

Sec. 1, S1/2NW1/4SE1/4SW1/4, S1/2NE1/4SW1/4SW1/4,  
E1/2NW1/4SE1/4SW1/4SW1/4, E1/2SE1/4SW1/4SW1/4, SW1/4SE1/4SW1/4 and  
the portion of the SE1/4NW1/4SW1/4SW1/4 and of the  
W1/2NW1/4SE1/4SW1/4SW1/4 lying east of the centerline of the U.S. Highway  
95

**WHEREAS**, the lease expired on September 8, 2008; and

**WHEREAS**, the City of San Luis wishes to submit an application to renew the R&PP lease to continue the use of said 28.12 acres for Joe Orduño Park and any future related uses; and

**WHEREAS**, the Joe Orduño as built plan identifies the existing and proposed uses; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of San Luis, Arizona, that they hereby authorize the submission of an application for R&PP for Joe Orduño Park and authorize the City Manager to sign the resulting documents.

[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:**

**APPROVED AS TO FORM:**

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

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



**AQUATIC CENTER**

**YOUTH CENTER**

**GYM**

**BASKETBALL COURT 1**

**PLAYGROUND**

**RESTROOMS**

**1**

**RAMADAS**

**3**

**2**

**TENNIS COURTS**

**1**

**2**

**SOFTBALL FIELD 1**

**SOCCER FIELD 2**

**BASKETBALL COURT 2**

**BASKETBALL COURT 3**

**SOFTBALL FIELD 2**

**SENIOR CENTER**

**PARK EMPLOYEE OFFICES**

**BASEBALL FIELD**

**CULTURAL CENTER**

**SOCCER FIELD 1**



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. D.

**Meeting Date:** 11/26/2019

**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  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2107. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management for a Recreation and Public Purposes lease for 40 acres located on the southwest corner of County 24th Street and Avenue F. **(Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)**

A. Presentation by staff

B. Action on Resolution No. 2107

### SUMMARY:

This is a request for authorization to submit a Recreation and Public Purpose (R&PP) lease application for 40 acres located on the southwest corner of County 24th Street and Avenue F to provide a community park and any future related services and to authorize the City Manager or designee to sign the resulting documents.

One of the application requirements is a certified copy of a resolution authorizing the filing of the application and further authorizing the signing officer to execute the application. The approval of Resolution No. 2107 will meet this requirement.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2107 AS PRESENTED BY STAFF.**

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

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

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

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

N/A

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**Attachments**

Resolution No. 2107

Location Map

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# *Resolution*

NO. 2107

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT FOR A RECREATION AND PUBLIC PURPOSES LEASE FOR 40 ACRES LOCATED ON THE SOUTHWEST CORNER OF COUNTY 24<sup>TH</sup> STREET AND AVENUE F.**

**WHEREAS**, the Recreation and Public Purposes Act (68 Statute 173; 43 U.S.C. 869 et. Seq.) (“Act”) authorizes the lease or sale of public lands for recreational or public purposes to state and governments; and

**WHEREAS**, Arizona Revised Statutes § 9-241 allow municipal entities to purchase, lease or rent land for its purposes and uses; and

**WHEREAS**, the City of San Luis wishes to submit an application for a R&PP lease of 40 acres of land for a community park and any future related uses; and

**WHEREAS**, said lands owned by the Bureau of Land Management are located at the southwest corner of County 24<sup>th</sup> Street and Avenue F, further described as:

Township 11 South, Range 25 West, Gila & Salt River Meridian  
Sec. 16, NE1/4NE1/4

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of San Luis, Arizona, that they hereby authorize the submission of an application for R&PP for 40 acres of land located on the southwest corner of County 24<sup>th</sup> Street and Avenue F and authorize the City Manager to sign the resulting documents.

[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:**

**APPROVED AS TO FORM:**

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

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

0 0.1 0.2 0.4 Miles

CESAR CHAVEZ BLVD

CESAR CHAVEZ BLVD

AVE F

COUNTY 24TH ST

COUNTY 24TH ST

1320ft

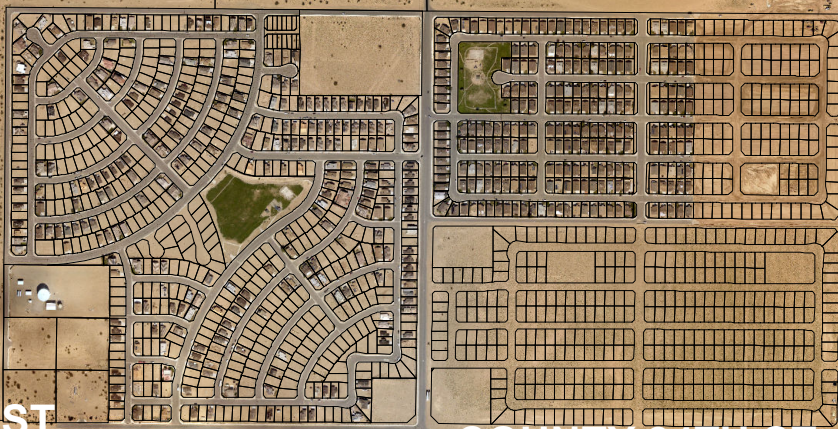
1320ft

POTENTIAL COMMUNITY PARK

AVE F

OAK AVE

N



0 0.425 0.85 1.7 Miles

MAIN ST

10TH AVE

AVE F

CESAR CHAVEZ BLVD

CESAR CHAVEZ BLVD

MEXICO

COUNTY 24TH ST

AVE E

COUNTY 24TH ST

POTENTIAL COMMUNITY PARK

AVE F

MEXICO



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. E.

**Meeting Date:** 11/26/2019

**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  
Resolution

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#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2108. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management for a Recreation and Public Purposes lease for 40 acres located on the southeast corner of Urtuzuastegui Street and 10th Avenue. **(Eulogio Vera, Director of Public Works and Jose A. Guzman, Director of Planning and Zoning)**

A. Presentation by staff

B. Action on Resolution No. 2108

#### SUMMARY:

This is a request for authorization to submit a Recreation and Public Purpose (R&PP) lease application for 40 acres located on the southeast corner of Urtuzuastegui Street and 10th Avenue, to provide a community park and any future related services and to authorize the City Manager or designee to sign the resulting documents.

One of the application requirements is a certified copy of a resolution authorizing the filing of the application and further authorizing the signing officer to execute the application. The approval of Resolution No. 2108 will meet this requirement.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2108 AS PRESENTED BY STAFF.**

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

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

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

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

N/A

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**Attachments**

Resolution No. 2108

Location Map

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# *Resolution*

NO. 2108

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT FOR A RECREATION AND PUBLIC PURPOSES LEASE FOR 40 ACRES LOCATED ON THE SOUTHEAST CORNER OF URTUZUASTEGUI STREET AND 10<sup>TH</sup> AVENUE.**

**WHEREAS**, the Recreation and Public Purposes Act (68 Statute 173; 43 U.S.C. 869 et. Seq.) (“Act”) authorizes the lease or sale of public lands for recreational or public purposes to state and governments; and

**WHEREAS**, Arizona Revised Statutes § 9-241 allow municipal entities to purchase, lease or rent land for its purposes and uses; and

**WHEREAS**, the City of San Luis wishes to submit an application for a R&PP lease of 40 acres of land for a community park and any future related uses; and

**WHEREAS**, said lands owned by the Bureau of Land Management are located at the southwest corner of County 24<sup>th</sup> Street and Avenue F, further described as:

Township 11 South, Range 25 West, Gila & Salt River Meridian  
Sec. 8, S1/2NW1/4SW1/4, AND N1/2SW1/4SW1/4

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of San Luis, Arizona, that they hereby authorize the submission of an application for R&PP for 40 acres of land located on the southeast corner of Urtuzuastegui Street and 10<sup>th</sup> Avenue and authorize the City Manager to sign the resulting documents.

[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:**

**APPROVED AS TO FORM:**

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

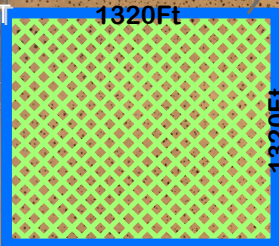
\_\_\_\_\_  
Kay Macuil, City Attorney



CESAR CHAVEZ BLVD

10TH AVE

POTENTIAL COMMUNITY PARK  
(40 ACRES)

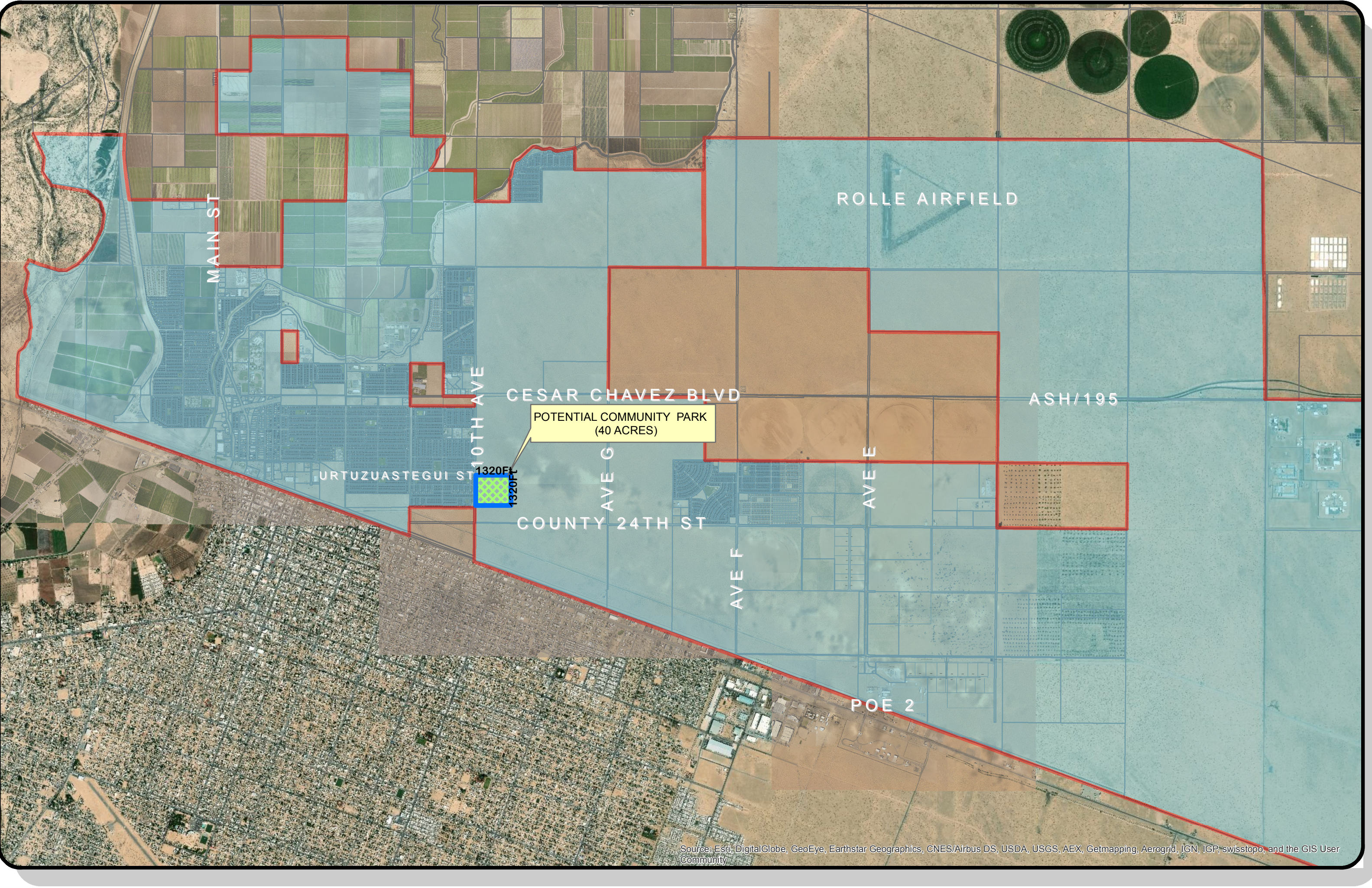


URTUZUASTEGUI ST

COUNTY 24TH ST

MEXICO

0 225 450 900 1,350 Feet



MAIN ST

ROLLE AIRFIELD

CESAR CHAVEZ BLVD

ASH/195

POTENTIAL COMMUNITY PARK  
(40 ACRES)

URTUZUASTEGUI ST

10TH AVE  
1320FT  
1320FT

COUNTY 24TH ST

AVE G

AVE E

AVE F

POE 2