



NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, January 27, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Melissa Lopez, Deputy City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles 27 de Enero del 2021. 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.

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/ Melissa Lopez, Asistente a la Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 27, 2021
7:00 p.m.

The January 27, 2021, Regular Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Public comment will be limited to Agenda Item 5.E. and 5.F. Item # 5.E. Public Hearing followed by discussion and possible action on any and all matters regarding the Conditional Use Permit Case No. 2020-0661. A Request by FM Group, on behalf of the State of Arizona, owner, for a conditional use permit to allow the installation of a new wireless communication facility on property located on 7125 East Cesar Chavez Boulevard, San Luis, Arizona. Item # 5.F. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit No. 2020-0795. A request by La Malquerida LLC, owners, for a conditional use permit to allow outdoor live entertainment on property located at 811 N. Cesar Chavez Street, San Luis, Arizona.

The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, January 27, 2021. Any email comments received will be read aloud into the record.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta regular del Cabildo del 27 de Enero del 2021. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Los comentarios públicos se limitarán a los temas 5.E y 5.F. Tema 5.E. Audiencia pública seguida de discusión y posible acción sobre cualquier y todos los asuntos relacionados con el Permiso de Uso Condicional No. 2020-0661. Una solicitud de FM Group, en nombre del Estado de Arizona, propietario, para un permiso de uso condicional que permita la instalación de una nueva instalación de comunicación inalámbrica en la propiedad ubicada en el 7125 East Cesar Chavez Boulevard, San Luis, Arizona. Tema 5.F. Audiencia pública seguida de discusión y posible acción sobre cualquier y todos los asuntos relacionados con el Permiso de Uso Condicional No. 2020-0795. Una solicitud de la Malquerida LLC, propietarios, para un permiso de uso condicional para permitir entretenimiento en vivo al aire libre en la propiedad ubicada en el 811 N. Cesar Chavez Street, San Luis, Arizona.

La ciudad recibirá comentarios públicos por correo electrónico: cityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el Miércoles 27 de Enero del 2021. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de marzo de 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de marzo de 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto en la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19).

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

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **CONSENT AGENDA**

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

4. A. **MINUTES OF**

- Special Council meeting held January 6, 2021
- Work Session meeting held January 6, 2021

4. B. **DISBURSEMENTS FROM JANUARY 1, 2021 TO JANUARY 15, 2021**

Total Disbursements \$968,213.07

(Nine Hundred, Sixty-Eight Thousand, Two Hundred, Thirteen Dollars and Seven Cents)

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

5. A. Discussion and possible action on any and all matters regarding honoring retired San Luis Police Officers. **(Gerardo Sanchez, Mayor)**

5. B. Discussion and possible action on any and all matters regarding Order No. 2021-1. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis to enter into a Memorandum of Understanding between the City of San Luis and the United States Marshals Service Violent Offender Task Force. **(Richard Jessup, Chief of Police)**

5. C. Discussion and possible action on any and all matters regarding Order No. 2021-2. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis to enter into a Memorandum of Understanding between the City of San Luis and Campesinos Sin Fronteras. **(Richard Jessup, Chief of Police)**

5. D. Discussion and possible action on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. **(Lizandro Galaviz, Parks and Recreation Director)**

- 5. E.** Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2020-0661. A request by FM Group, on behalf of the State of Arizona, owner, for a conditional use permit to allow the installation of a new wireless communication facility on property located at 7125 East Cesar Chavez Boulevard, San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing

1. Staff presentation

2. Call to the Public on this item

B. Close public hearing

C. Action on Conditional Use Permit Case No. 2020-0661

- 5. F.** Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2020-0795. A request by La Malquerida LLC, owners, for a conditional use permit to allow outdoor live entertainment on property located at 811 N. Cesar Chavez Street, San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing

1. Staff presentation

2. Call to the Public on this item

B. Close public hearing

C. Action on Conditional Use Permit Case No. 2020-0795

6. SUMMARY OF CURRENT EVENTS

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

7. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. A.

Meeting Date: 01/27/2021

Summary

MINUTES OF

- Special Council meeting held January 6, 2021
 - Work Session meeting held January 6, 2021
-

Attachments

1/06/2021 SCM

1/06/2021 WS

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 6, 2021
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Matias Rosales called the Special City Council meeting to order at approximately 6:06 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Luis E. Cabrera
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager (remotely)
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Technician
Domingo Sosa, Information Technology Technician
Eulogio Vera, Director of Public Works
Jose L. Cisneros, Executive Assistant
Marlene Lara, Government and Foreign Affairs Coordinator
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

Vice Mayor Matias Rosales led the Pledge of Allegiance.

3. EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03 (A), subsections (1), (2), (3) and (4) and A.R.S. § 38-431.03 (D).

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03 (A), subsections (1), (2), (3) and (4) and A.R.S. § 38-431.03 (D) on any and all matters relating to the position of Director of Human Resources and consultation with the attorney or attorneys of the City regarding the same.

Matters to be discussed include but not limited to the circumstances as to the loss of the Director of Human Resources and the options going forward such as transition and hiring process. **(Council Members Gloria Torres, Council Member Luis E. Cabrera and Council Member Jose Ponce)**

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to go into executive session at approximately 6:07 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

4. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to go back into special session at approximately 7:24 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

5. ADJOURNMENT

MOTION: Mayor Gerardo Sanchez/Council Member Jose Ponce to adjourn the Special Council meeting at approximately 7:24 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on January 6, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 6, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Matias Rosales called the Work Session to order at approximately 7:27 p.m.

Mayor and City Council participated remotely due to COVID-19.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Luis E. Cabrera
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Axel Chayra, Information Technology Department
Doming Sosa, Information Technology Department
Eulogio Vera, Director of Public Works
Jenny Torres, Economic Development Manager
Jorge Perez, Billing & Collections Manager
Jose L. Cisneros, Executive Assistant
Lizandro Galaviz, Director of Parks & Recreation
Marlene Lara, Acting Assistant to Mayor and Council/PIO
Marco Santana, Liuetenant
Ralph Velez, City Consultant (remotely)
Richard Jessup, Police Chief
Richard Bauermann, Fire Department

2. ITEMS FOR DISCUSSION ONLY:

2. A. Presentation, followed by discussion and possible direction to staff on any and all matters regarding the Mesa Street Project. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

Ms. Jenny Torres, Economic Development Manager, informed that this item was discussed during the last Work Session, where Mr. James Davey from Davey and Associates made a presentation. As Mr. Eulogio Vera, Director of Public Works, was not present during that meeting, he will be making a presentation on this item.

Mr. Eulogio Vera, Director of Public Works, mentioned that he had received an engineer's estimate, which is approximately \$1.2 million; he added that the item with the highest cost would be the retaining wall, which would be \$425,000.00. He commented that the layout is to do a two-way lane on Mesa Street. He stated that it is an excellent option to create access on this street, especially during the winter with the high traffic flows in that area.

Vice Mayor Matias Rosales suggested that staff meet with property and business owners before making any parking decisions in that area as it will affect their properties. He asked how much it would cost without the retaining wall and doing Mesa Street.

Mr. Vera replied that this would be a multi-phase project; staff will use grant funding to finish the alley on Mesa Street.

Council Member Mario Buchanan Jr. asked if the cost will include storm drainage.

Mr. Vera replied that this project does not include storm drainage, but it collects waste from the street and takes it to the north or south and will end up in an existing storm drain.

Mayor Gerardo Sanchez stated that staff should proceed with this item; this project will benefit merchants and property owners in that area.

Council Member Luis E. Cabrera agreed with Mayor Gerardo Sanchez. There were no other questions and or comments from members of the City Council.

Ms. Torres informed that staff is planning to talk to the merchants in that area to get some feedback from them. She mentioned that the city would obtain funding for this year and have to wait two (2) years to get any additional funding, as it will only qualify for a regional account grant and not as a state special project grant. She added that unless the city budgets additional funding for \$600,000.00, it does not include drainage issues in that area. She stated that if the City Council's direction is to proceed with this project, staff will meet with them.

2. B. Discussion and possible directions to staff on any and all matters regarding the design concept of the temporary Fire Station #2. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, informed that staff obtained four (4) proposals to build a temporary Fire Station #3 with a 2,400 sq. ft. and a shade structure. This building will house 5-7 firefighters, one (1) fire truck, and an ambulance. He stated that staff recommends going with the lowest proposal, which is Vega and Vega Engineering. Mayor Gerardo Sanchez commented that Vega and Vega Engineering have worked with the city on different projects; he asked staff to move with this item as it needs to be done in less than two (2) years.

Members of the City Council agreed with Mayor Gerardo Sanchez; they all thanked Chief Ramirez for this much-needed project.

Chief Angel Ramirez mentioned that it would take from 6-7 weeks to get the design, then staff will go out to bid, and responses should be in by April-May; for this reason, this project will be phased out between Fiscal Years 2020-2021 and 2021-2022. He informed that all that is needed is the building as the department already has the equipment.

2. C. Discussion and possible directions to staff on any and all matters regarding contracting CXT Incorporated for the Bienestar 9B restroom project. (Lizandro Galaviz, Director of Parks & Recreation)

Mr. Lizandro Galaviz, Director of Parks & Recreation, informed that staff has been in communication with CXT Incorporated, a company that manufactures restrooms, shower, and concession buildings. He presented Mayor and City Council with a potential design. He added that staff budgeted \$60,000.00 for this project, and the quote came in at \$65,600.38. He mentioned that staff has been discussing this matter with the Finance Department to see if the extra funding needed can be utilized from Impact Fees. He added that the Public Works Department would be in charge of connecting the sewer, water, and electrical.

Vice Mayor Matias Rosales mentioned that this project is much needed for the east side residents in Bienestar 9B. He asked other members of the City Council for their comments. The Mayor and the members of the City Council agreed with Vice Mayor Rosales.

2. D. Discussion and possible directions to staff on any and all matters regarding renewal of an Intergovernmental Agreement regarding joint use of recreational facilities at Yuma Union High School District #70 (San Luis High School) and the City of San Luis. (Lizandro Galaviz, Parks and Recreation Director)

Mr. Lizandro Galaviz, Director of Parks & Recreation, informed that the current Intergovernmental Agreement (IGA) with Yuma Union High School District #70 would soon expire. He mentioned that staff has negotiated the new contract term and present

it to City Council in the next scheduled meeting if YUHSD #70 agrees with the new contract. He commented that part of expiring IGA was that the city would pay for electricity on the soccer fields, pay for maintenance of the field, and provide facilities for the city to use if requested. They were able to use the city's facilities if requested. The following are the suggested changes: APS bill for the lights will go to the high school, the high school will pay for \$150,000.00 for the field lights in a lump sum, the city will stop doing maintenance of the field, and joint use of each other's facilities will continue. Mayor Gerardo Sanchez stated that the suggested changes to the new IGA are a win-win for both entities. The other members of the City Council agreed with Mayor Gerardo Sanchez.

2. E. Discussion and possible directions to staff regarding the Border Area Taxi Vehicle Permit and parking fine for use of public parking as a taxi stand in the Border Area Taxi Stand. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, mentioned that in December, it was agreed that in addition to the \$24.00 fee, it was a proposal to extend through 2021 the \$50 fee paid for the 35 vehicles in 2020. She added that for vehicles that did not get a permit in 2020 but are among the 35 vehicles for 2021.

Mr. Jorge Perez, Billing & Collections Manager, mentioned that permits expire on December 31, but they have until January to renew their permit for the following year.

Ms. Macuil informed that staff would prepare a resolution to adopt the fee and an ordinance to clean up areas in the ordinance and remove the \$50 fee. She commented that during the meeting held with staff and some City Council members, it was suggested that a parking fine is approved for those parking in the Border Area. She added that staff had received complaints that taxis are unlawfully using public parking to set up as taxi stands. The proposed fine fee will a minimum of \$250.00, which is the maximum allowed under A.R.S. § 28-1598.

Council Member Luis E. Cabrera asked if the Police Department will start the enforcement in that area.

Mr. Richard Jessup, Chief of Police, replied that the department already started the enforcement in that area with marked and unmarked vehicles and also utilizing the traffic enforcement officers. He added that one of the issues that came up is that taxis were paying the parking meters to park in the area reserved explicitly for the public in public property; the new fine fee will give the officer the ability to site taxis in violation. Furthermore, he mentioned that to avoid taxis parking on a public property (parking meters) the parking meter has been removed. That area has been assigned for emergency parking only, and loading and unloading area has also been assigned.

There were no other comments from the member of the City Council.

3. ADJOURNMENT

MOTION: Council Member Jose Ponce/Mayor Gerardo Sanchez to adjourn the Work Session at approximately 8:24 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrerar	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on January 06, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. B.

Meeting Date: 01/27/2021

Summary

DISBURSEMENTS FROM JANUARY 1, 2021 TO JANUARY 15, 2021

Total Disbursements \$968,213.07

(Nine Hundred, Sixty-Eight Thousand, Two Hundred, Thirteen Dollars and Seven Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING JANUARY 20, 2021
Disbursement Report from 1/1/2021 TO 1/15/2021

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	1/5/2021	\$ 332,707.03	Schedule A
Accounts Payable Check Account	1/7/2021	\$ 315,489.77	Schedule B
Payroll Check Account	1/7/2021	\$ 4,600.51	Schedule C
Accounts Payable Check Account	1/14/2021	\$ 315,415.76	Schedule D

Total Disbursements: \$ 968,213.07

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

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Director of Finance: [Signature]

For Council approval on: _____

Mayor: _____

Council: _____



Schedule A Pay Day Register

Pay Date Range 12/19/20 - 01/01/21
Pay Batch 202101

Monica
Castro

Digitally signed by: Monica
Castro
DN: CN = Monica Castro email =
mcastro@sanluisaz.gov C = AD
Date: 2021.01.05 16:00:51 -
0700

PSPRS FIRE DB RATE - TIER 3	2,329.68	23,437.70	ATTORNEY- ALL & CLERICAL-	68.84	31,294.47
PSPRS FIRE DC RATE - TIER 3	163.52	1,816.84	AUTO SERVICE/ REPAIR	253.79	9,096.02
PSPRS FIRE DISABILITY RATE	25.62	1,816.84	BUILDING- NOC OPER BY	1,073.76	29,661.37
PSPRS POLICE DB RATE - TIER	3,223.97	42,143.73	BUS COMPANY AND DRIVERS	98.79	1,789.80
PSPRS POLICE DB RATE - TIER	2,614.75	22,444.22	CLERICAL OFFICE/ LIBRARY/	276.00	114,994.80
PSPRS POLICE DB RATE - TIER 2	1,196.57	10,271.03	Electrician	59.11	1,882.40
PSPRS POLICE DB RATE - TIER 3	2,538.40	25,537.35	FIREFIGHTERS & DRIVERS	3,944.26	90,050.11
STANDARD LIFE ADDTNL	995.18	.00	GARBAGE/ ASH/ REFUSE	280.10	4,481.62
TRANSWESTERN MEXICAN	96.76	.00	MUNICIPAL/ TOWN/	89.73	5,127.44
U.S. MEX DENTAL - EE &	615.90	.00	PARKS- NOC ALL EMPLOYEES	563.47	18,175.99
U.S. MEX DENTAL - EE &	123.18	.00	POLICE OFFICERS	4,687.88	107,028.53
UNITED WAY	14.00	.00	RECREATION- ALL EMPLOYEES/	219.37	16,012.19
US & MEX DENTAL= FAMILY	691.74	.00	SEWAGE DISPOSAL/ PLANT	623.27	18,118.61
US & MEX HEALTH = C	5,408.92	.00	Street or Road Construction	1,906.42	23,740.69
US & MEX HEALTH = FAMILY	6,967.68	.00	WATERWORKS OPERATIONS	529.58	15,261.59
US & MEX HEALTH = SP	1,138.72	.00	Total	\$14,738.90	
VSP - VISION FAMILY	707.41	.00			
Net	\$332,707.03				

Debra Luna
01/05/21

Direct Deposits	Amount
1st Bank Yuma	26,233.91
ACADEMY BANK	2,777.27
Bank of America	1,150.00
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	165,517.74
CHASE BANK CA	963.52
chase centro	1,034.90
chase online	1,233.65
Federal Credit Union	34,603.36
FF CREDIT UNION	1,539.50
FIREFIGHTER FIRST CREDIT UNION	3,798.99
FIRST NATIONAL BANK TEXAS	1,549.04
GREEN DOT BANK	359.44
MIT FEDERAL CREDIT UNION	382.76
National Bank	1,910.37
Navy Federal	15,674.89
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	647.24
Sunbank	1,472.99
USAA FEDERAL SAVING	1,258.03
WASHINGTON FEDERAL	929.59
Wells Fargo	67,500.48
WELLS FARGO CA	1,330.57
Total	\$332,338.24



Pay Day Register

Pay Date Range 12/19/20 - 01/01/21

Pay Batch 202101

Check

\$368.79

Payment Register

From Payment Date: 1/4/2021 - To Payment Date: 1/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96620	01/07/2021	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$101,600.00		
86 Transactions							\$315,489.77		

Type Check Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$315,489.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$315,489.77	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$315,489.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$315,489.77	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$315,489.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$315,489.77	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$315,489.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$315,489.77	\$0.00

Prepared By:
Maggie Dominguez
 Date: Maggie 1/7/2021

Miguel Ramirez
 01/07/2021

Payment Register

From Payment Date: 1/4/2021 - To Payment Date: 1/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
96535	01/07/2021	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
96536	01/07/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
96537	01/07/2021	Open			Accounts Payable	FOP/ALC	\$375.00		
96538	01/07/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
96539	01/07/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$375.00		
96540	01/07/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,644.95		
96541	01/07/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
96542	01/07/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$88.50		
96543	01/07/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$950.00		
96544	01/07/2021	Open			Accounts Payable	24 KARAT JEWELERS	\$386.21		
96545	01/07/2021	Open			Accounts Payable	ALLIED 100, LLC	\$123.11		
96546	01/07/2021	Open			Accounts Payable	ALSCO, INC	\$2,097.10		
96547	01/07/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$55.44		
96548	01/07/2021	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$162.60		
96549	01/07/2021	Open			Accounts Payable	ARROWHEAD FORENSICS	\$58.02		
96550	01/07/2021	Open			Accounts Payable	BLT ASPHALT LLC	\$285.99		
96551	01/07/2021	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$185.68		
96552	01/07/2021	Open			Accounts Payable	BROADCAST MUSIC INC.	\$327.60		
96553	01/07/2021	Open			Accounts Payable	CENTURYLINK	\$5,640.80		
96554	01/07/2021	Open			Accounts Payable	CORDOVA LAW, PLC	\$1,000.00		
96555	01/07/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$245.00		
96556	01/07/2021	Open			Accounts Payable	ECOVERDE, LLC	\$299.70		
96557	01/07/2021	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$853.70		
96558	01/07/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,525.00		
96559	01/07/2021	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$236.97		
96560	01/07/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$4,651.36		
96561	01/07/2021	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$336.00		
96562	01/07/2021	Open			Accounts Payable	HAJOCA CORPORATION	\$2,551.79		
96563	01/07/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,017.50		
96564	01/07/2021	Open			Accounts Payable	HERNANDEZ, JERRY	\$2,000.00		
96565	01/07/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$4,724.10		
96566	01/07/2021	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$546.80		
96567	01/07/2021	Open			Accounts Payable	IRON MOUNTAIN INC	\$57.22		
96568	01/07/2021	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$4,521.53		
96569	01/07/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$360.00		
96570	01/07/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$210.32		
96571	01/07/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$119.10		
96572	01/07/2021	Open			Accounts Payable	LIFE-ASSIST, INC.	\$473.29		
96573	01/07/2021	Open			Accounts Payable	LOGICAL CONCEPTS, INC	\$2,760.00		
96574	01/07/2021	Open			Accounts Payable	LOOMIS	\$1,707.35		
96575	01/07/2021	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$291.54		

Payment Register

From Payment Date: 1/4/2021 - To Payment Date: 1/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96576	01/07/2021	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
96577	01/07/2021	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
96578	01/07/2021	Open			Accounts Payable	OFFICE DEPOT	\$41.16		
96579	01/07/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$5,600.00		
96580	01/07/2021	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$201.86		
96581	01/07/2021	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$2,244.13		
96582	01/07/2021	Open			Accounts Payable	PEREDA, JOSE	\$150.00		
96583	01/07/2021	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
96584	01/07/2021	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$187.78		
96585	01/07/2021	Open			Accounts Payable	RDO EQUIPMENT CO.	\$112.22		
96586	01/07/2021	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	\$272.50		
96587	01/07/2021	Open			Accounts Payable	SAM'S CLUB	\$382.93		
96588	01/07/2021	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$1,179.87		
96589	01/07/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	\$540.00		
96590	01/07/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	\$660.00		
96591	01/07/2021	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$227.50		
96592	01/07/2021	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,029.65		
96593	01/07/2021	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$868.00		
96594	01/07/2021	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.50		
96595	01/07/2021	Open			Accounts Payable	ULINE, INC.	\$132.47		
96596	01/07/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE	\$176.60		
96597	01/07/2021	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,512.23		
96598	01/07/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$150.79		
96599	01/07/2021	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$816.00		
96600	01/07/2021	Open			Accounts Payable	YUMA COUNTY	\$48.00		
96601	01/07/2021	Open			Accounts Payable	YUMA COUNTY RECORDER	\$165.00		
96602	01/07/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$163.33		
96603	01/07/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,279.26		
96604	01/07/2021	Open			Accounts Payable	A & H ELECTRIC	\$2,620.00		
96605	01/07/2021	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$100.00		
96606	01/07/2021	Open			Accounts Payable	BERKELEY RESEARCH GROUP LLC	\$21,230.61		
96607	01/07/2021	Open			Accounts Payable	BIRRIERIA LA UNICA	\$522.47		
96608	01/07/2021	Open			Accounts Payable	DELL MARKETING L.P.	\$25,594.28		
96609	01/07/2021	Open			Accounts Payable	DOWNTOWN DECORATIONS, INC	\$4,978.10		
96610	01/07/2021	Open			Accounts Payable	KS STATE BANK	\$236.59		
96611	01/07/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$21,246.69		
96612	01/07/2021	Open			Accounts Payable	MILLAN FELIX, MIGUEL	\$130.00		
96613	01/07/2021	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$633.87		
96614	01/07/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$18,210.04		
96615	01/07/2021	Open			Accounts Payable	Y M P O	\$7,917.26		
96616	01/07/2021	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
96617	01/07/2021	Open			Accounts Payable	YUMA COUNTY ELECTIONS	\$9,020.19		
96618	01/07/2021	Open			Accounts Payable	YUMA COUNTY RECORDER	\$30,103.01		
96619	01/07/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,130.30		



Schedule C
Pay Day Register

Pay Date Range 01/01/21 - 01/31/21
Pay Batch 202101M

Pay Batch 202101M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 2

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,750.00	ASRS Council	108.36 .00
806 - TELEPHONE STIPEND	.0000	200.00	Imputed Income		ASRS LTD Council	1.62 .00
Total	0.0000	\$7,750.00	FEDERAL TAX WITHHOLDING	81.32 5,679.83	ASRS/EORP - LEGACY RATE	444.51 .00
			SOCIAL SECURITY TAX	480.50 7,750.00	Dental Council	257.36 .00
			MEDICARE	112.40 7,750.00	EODCRS - COUNCIL	108.00 1,800.00
			STATE WITHHOLDING	127.28 5,679.83	EODCRS - DISABILITY	2.26 1,800.00
			ASRS Council	114.38 950.00	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			ASRS LTD Council	1.71 950.00	Health Council	6,358.99 .00
			Council Retirement EORP	471.50 4,850.00	Retirement Council EORP	2,979.36 4,850.00
			Dental Council	143.51 .00	Vision Council	79.03 .00
			EODCRS - COUNCIL	144.00 1,800.00	Total	\$11,337.23
			EODCRS - DISABILITY	2.26 1,800.00		
			GARNISHMENT	221.11 .00	Workers' Comp	Gross Base
			Medical Council	1,155.61 .00	MUNICIPAL/ TOWN/	135.65 7,750.00
			MISCELLANEOUS	55.00 .00	Total	\$135.65
			Vision Council	38.91 .00		
			Net	\$4,600.51	Direct Deposits	Amount
					1st Bank Yuma	729.53
					Chase Bank	688.14
					Federal Credit Union	939.73
					Navy Federal	694.29
					REALTORS FED CRED UNION	322.19
					WASHINGTON FEDERAL	797.17
					Wells Fargo	429.46
					Total	\$4,600.51
					Check	\$0.00

Monica
Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email =
mcastro@sanilnaz.gov C = AD
Date: 2021.01.09 12:38:16 -0700

Prepared by:
Debora Luna

Date:

City of San Luis

Payment Register

From Payment Date: 1/11/2021 - To Payment Date: 1/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96731	01/14/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$336.80		
96732	01/14/2021	Open			Accounts Payable	ZOLL MEDICAL CORP	\$433.99		
96733	01/14/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$763.76		
96734	01/14/2021	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$800.00		
114 Transactions							\$315,415.76		

Type Check Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$315,290.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$125.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	114	\$315,415.76	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$315,290.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$125.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	114	\$315,415.76	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$315,290.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$125.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	114	\$315,415.76	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$315,290.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$125.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	114	\$315,415.76	\$0.00

Prepared By:
Maggie Dominguez
Date: 1/14/2021

Miguel Ramirez
01/14/2021

City of San Luis

Payment Register

From Payment Date: 1/11/2021 - To Payment Date: 1/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
96621	01/12/2021	Open			Accounts Payable	UNITED STATES TREASURY	\$221.11		
96622	01/13/2021	Open			Utility Management	GALINDO, CLAUDIA & CARLOS A	\$184.71		
					Refund	JARAMILLO			
96623	01/14/2021	Open			Accounts Payable	BOBADILLA, YADIRA	\$106.00		
96624	01/14/2021	Open			Accounts Payable	BOTELLO, EMMANUEL	\$101.34		
96625	01/14/2021	Open			Accounts Payable	CONTRERAS, ALFONSO	\$61.66		
96626	01/14/2021	Open			Accounts Payable	ENCINAS, JOSE	\$106.00		
96627	01/14/2021	Open			Accounts Payable	GAXIOLA, JESUS	\$150.00		
96628	01/14/2021	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
96629	01/14/2021	Open			Accounts Payable	PURCHASE POWER	\$1,085.08		
96630	01/14/2021	Open			Accounts Payable	REYNOSO, NIGEL	\$106.00		
96631	01/14/2021	Open			Accounts Payable	SANTANA, MARCO	\$106.00		
96632	01/14/2021	Open			Accounts Payable	US BANK	\$2,200.00		
96633	01/14/2021	Open			Accounts Payable	VALENCIA, RODRIGO	\$169.36		
96634	01/14/2021	Open			Utility Management	AARON'S, INC.	\$89.90		
					Refund				
96635	01/14/2021	Open			Utility Management	BETEL INVESTMENTS LLC C/O	\$15.78		
					Refund	HECTOR M HURTADO			
96636	01/14/2021	Open			Utility Management	COMITE DE BIENESTAR INC	\$35.94		
					Refund				
96637	01/14/2021	Open			Utility Management	DOMINGO CARRASCO & ANTONIA	\$15.29		
					Refund	CERVANTES			
96638	01/14/2021	Open			Utility Management	GARCIA, AIDA	\$20.33		
					Refund				
96639	01/14/2021	Open			Utility Management	HEREDIA, ESIQUIO	\$184.99		
					Refund				
96640	01/14/2021	Open			Utility Management	LARA, YOLANDA	\$4.03		
					Refund				
96641	01/14/2021	Open			Utility Management	LUCERO LUIS M & ELSA	\$190.72		
					Refund				
96642	01/14/2021	Open			Utility Management	MAYORGA, MARIO & YANIRA	\$19.76		
					Refund	MIRANDA			
96643	01/14/2021	Voided		01/14/2021	Utility Management	NAVARRO, ANTONIO & SILVIA	\$125.00		
					Refund				
96644	01/14/2021	Open			Utility Management	NM & ASSOCIATES LLC	\$23.28		
					Refund				
96645	01/14/2021	Open			Utility Management	PEREZ, LUCIO	\$174.45		
					Refund				
96646	01/14/2021	Open			Utility Management	RAMIREZ, KASSANDRA & CARLOS	\$49.82		
					Refund	CASILLAS JR			
96647	01/14/2021	Open			Utility Management	RAMIREZ, ADELA	\$234.10		
					Refund				
96648	01/14/2021	Open			Utility Management	RAMOS, TEOFILA	\$71.24		
					Refund				
96649	01/14/2021	Open			Utility Management	REYES, DULCE	\$162.38		
					Refund				
96650	01/14/2021	Open			Utility Management	RIEDEL CONSTRUCTION INC	\$4.32		
					Refund				

Payment Register

From Payment Date: 1/11/2021 - To Payment Date: 1/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96651	01/14/2021	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC C/O NIEVES RIEDEL	\$1,742.72		
96652	01/14/2021	Open			Utility Management Refund	ROA, JUAN J & JUAN	\$28.42		
96653	01/14/2021	Open			Utility Management Refund	ROBLES, ARMANDO & MARIA E	\$110.50		
96654	01/14/2021	Open			Utility Management Refund	SANCHEZ, HECTOR & JESSICA CASTRO	\$16.75		
96655	01/14/2021	Open			Utility Management Refund	SERRANO, SERGIO & SANDRA	\$8.26		
96656	01/14/2021	Open			Utility Management Refund	SPAULDING, ROBERT	\$72.07		
96657	01/14/2021	Open			Utility Management Refund	TAPIA, FRANCISCO & MARIA	\$60.55		
96658	01/14/2021	Open			Utility Management Refund	TORRES ORIJEL, GRISEL	\$10.58		
96659	01/14/2021	Open			Utility Management Refund	VALENZUELA, RUBEN G & MARIA	\$184.55		
96660	01/14/2021	Open			Accounts Payable	ALSCO, INC	\$4,857.32		
96661	01/14/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$912.21		
96662	01/14/2021	Open			Accounts Payable	ANDERSON HYDRAULICS	\$125.21		
96663	01/14/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,643.51		
96664	01/14/2021	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$78.00		
96665	01/14/2021	Open			Accounts Payable	ARIZONA STATE TREASURER	\$18,782.84		
96666	01/14/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,951.81		
96667	01/14/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$465.18		
96668	01/14/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$119.25		
96669	01/14/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,413.24		
96670	01/14/2021	Open			Accounts Payable	BSN SPORTS	\$2,923.69		
96671	01/14/2021	Open			Accounts Payable	CDWG	\$227.13		
96672	01/14/2021	Open			Accounts Payable	CITY OF YUMA	\$82,237.82		
96673	01/14/2021	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	\$2,295.00		
96674	01/14/2021	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$9.44		
96675	01/14/2021	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$264.47		
96676	01/14/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$288.22		
96677	01/14/2021	Open			Accounts Payable	DIGITAL ROOM LLC	\$171.87		
96678	01/14/2021	Open			Accounts Payable	EMPIRE MACHINERY	\$831.61		
96679	01/14/2021	Open			Accounts Payable	FERGUSON ENTERPRISE, INC.	\$2,119.07		
96680	01/14/2021	Open			Accounts Payable	FERRELLGAS, LP	\$422.10		
96681	01/14/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,350.00		
96682	01/14/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$3,051.22		
96683	01/14/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$748.00		
96684	01/14/2021	Open			Accounts Payable	HIGA, TRICIA, K	\$221.25		
96685	01/14/2021	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$336.28		
96686	01/14/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$450.00		
96687	01/14/2021	Open			Accounts Payable	LACAL EQUIPMENT INC.	\$2,612.27		

Payment Register

From Payment Date: 1/11/2021 - To Payment Date: 1/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96688	01/14/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$6,305.00		
96689	01/14/2021	Open			Accounts Payable	LIFE-ASSIST, INC.	\$631.04		
96690	01/14/2021	Open			Accounts Payable	LOOMIS	\$1,845.46		
96691	01/14/2021	Open			Accounts Payable	LOPEZ, ENRIQUE	\$242.10		
96692	01/14/2021	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,235.66		
96693	01/14/2021	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$83,334.14		
96694	01/14/2021	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$645.00		
96695	01/14/2021	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$2,234.97		
96696	01/14/2021	Open			Accounts Payable	OFFICE DEPOT	\$358.37		
96697	01/14/2021	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
96698	01/14/2021	Open			Accounts Payable	QUINONES TIRES LLC	\$10.00		
96699	01/14/2021	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,056.44		
96700	01/14/2021	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,583.33		
96701	01/14/2021	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$22.13		
96702	01/14/2021	Open			Accounts Payable	RIVERA PEREZ, FRANCISCO, R	\$700.00		
96703	01/14/2021	Open			Accounts Payable	RUSH TRUCK CENTER	\$250.33		
96704	01/14/2021	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$3,970.94		
96705	01/14/2021	Open			Accounts Payable	SAN LUIS AZ NEWS	\$719.63		
96706	01/14/2021	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		
96707	01/14/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$20,158.59		
96708	01/14/2021	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$375.00		
96709	01/14/2021	Open			Accounts Payable	SHRM	\$219.00		
96710	01/14/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$1,881.64		
96711	01/14/2021	Open			Accounts Payable	SKY VALLEY EQUIPMENT LLC	\$457.73		
96712	01/14/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	\$560.00		
96713	01/14/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$636.79		
96714	01/14/2021	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$400.00		
96715	01/14/2021	Open			Accounts Payable	STC SAFETY TRAINING & CONSULTATION	\$457.25		
96716	01/14/2021	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$434.00		
96717	01/14/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$335.66		
96718	01/14/2021	Open			Accounts Payable	ULINE, INC.	\$32.30		
96719	01/14/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE	\$548.95		
96720	01/14/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$8,643.26		
96721	01/14/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,414.13		
96722	01/14/2021	Open			Accounts Payable	YUMA COUNTY BAR ASSOCIATION	\$60.00		
96723	01/14/2021	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$4,166.67		
96724	01/14/2021	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$693.00		
96725	01/14/2021	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$705.00		
96726	01/14/2021	Open			Accounts Payable	YUMA COUNTY TREASURER	\$98.62		
96727	01/14/2021	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$807.75		
96728	01/14/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$1,843.27		
96729	01/14/2021	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$813.94		
96730	01/14/2021	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,312.34		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 01/27/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding honoring retired San Luis Police Officers. **(Gerardo Sanchez, Mayor)**

SUMMARY:

There is a desire to honor retired San Luis Police Officers for their service to our community. A suggestion was brought to city administration that the City of San Luis issue retired police badges. These badges would symbolize the retired officers' service.

The retired badges would not confer any authority or power. Under the Federal Law Enforcement Officer Safety Act (LEOSA), retired police officers may carry concealed weapons in all 50 states if they retire in good standing. The Police Department issues retired identification and a letter for eligibility under LEOSA. The badge would be separate from that process.

Several things can be done to clarify that the former officer is retired and not an active police officer. The badges would not be the pin-on type. They may be in a mold to display on a desk. They may be on a plaque or shadow box to display on the wall. The word "retired" would be prominent and conspicuous.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ISSUE RETIRED POLICE BADGES FOR RETIRED CITY OF SAN LUIS POLICE OFFICERS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:

\$1,500.00

BUDGETED AMOUNT:

\$40,000.00

AVAILABLE AMOUNT TO TRANSFER:

N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Uniforms/Others 100-181-60025
\$14,730

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

There are approximately 8 police officers. The badges by themselves, not including the display are in the range of \$100 to \$150.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 01/27/2021

Department Head: Richard Jessup, Chief of Police, Police Department

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2021-1. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis to enter into a Memorandum of Understanding between the City of San Luis and the United States Marshals Service Violent Offender Task Force. **(Richard Jessup, Chief of Police)**

SUMMARY:

The purpose of this Memorandum of Understanding (MOU) is to enter into a joint law enforcement operation between the City of San Luis and the United States Marshals Service (USMS). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2021-1

Fiscal Impact

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

Attachments

Order No. 2021-1
US Marshals Service MOU



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2021-1

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SAN LUIS AND THE UNITED STATES MARSHALS SERVICE

WHEREAS, This Memorandum of Understanding ("MOU") is made and entered into by and between the United States Marshals Service and the City of San Luis.

WHEREAS, The purpose of this MOU is for

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

Section 1: that the MOU Attached to this order is approved;

Section 2. that the appropriate city officials are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to effectuate said agreement.

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PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this
____ day of January, 2021.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

United States Marshals Service
Violent Offender Task Force - Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
The City of San Luis

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Polliions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy..

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES:

Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state and local investigators assigned to the VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of VOTF operations. The vehicles must be available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the VOTF, any vehicle provided to task force officers from the agency must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state and local investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT:

Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state and local investigators assigned to the VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of VOTF operations. The equipment must be available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the VOTF, any equipment purchased with Asset Forfeiture and provided to task force officers from the agency may be retained by the agency.

Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state and local investigators for exclusive use in support of the VOTF. If the investigator or agency is no longer a participating member of the VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the VOTF and their parent agencies will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA:

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District:

District of Arizona

United States Marshal:**Print Name:**

David Gonzales

Signature:**Date:****Participant Agency:****Name:**

The City of San Luis Police Department

Phone:

928-341-2420

Location (City and State):

San Luis, AZ

Participant Agency Representative:**Print Name and Title:**

Richard Jessup, Chief of Police

Signature:**Date:** 1-19-21**Assistant Director, Investigative Operations Division:****Print Name:****Signature:****Date:**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 01/27/2021

Department Head: Richard Jessup, Chief of Police, Police Department

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2021-2. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis to enter into a Memorandum of Understanding between the City of San Luis and Campesinos Sin Fronteras. **(Richard Jessup, Chief of Police)**

SUMMARY:

The purpose of this Memorandum of Understanding (MOU) is to work in partnership with Campesinos Sin Fronteras to assist in identifying and/or developing services that will have a significant impact in promoting optimal health and well-being of adolescents. In addition, providing youth leadership development opportunities, providing summer job internships and employment opportunities for youth, and providing free access to sports and recreational activities. This grant helps support the Explorer programs.

Once the MOU is signed, allocation of funds in the amount of \$10,000 per year for a period of three years will be given to the City of San Luis Police Department to be used by the department in conjunction with grant requirements (fund allocation will be contingent on yearly grant renewal approval).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2021-2.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Order No. 2021-2

Campesinos Sin Fronteras MOU



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2021-2

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA
TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SAN LUIS AND CAMPESINOS
SIN FRONTERAS**

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

Section 1: that the MOU Attached to this order is approved;

Section 2. that the appropriate city officials are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to effectuate said agreement.

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PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this
____ day of January, 2021.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Housing, Health, and Human Services

663 E. Main Street, Suite A
P.O. Box 423
Somerton, Arizona 85350

Phone: (928) 627-5995

Fax: (928) 627-1899

[E-Mail: etorres@campesinossinfronteras.org](mailto:etorres@campesinossinfronteras.org)

MEMORANDUM OF UNDERSTANDING
BETWEEN CAMPEÑINOS SIN FRONTERAS
AND
CITY OF SAN LUIS, ARIZONA POLICE DEPARTMENT

Campesinos Sin Fronteras, Inc. (CSF) has been awarded federal funds from the U.S. Department of Health and Human Services, Office of the Assistant Secretary of Health, Office of Population Affairs to implement the THRIVE! Teen Pregnancy Prevention Cooperative Agreement in San Luis, Arizona. This will be done through multiple program components that include: 1) Conducting a community needs assessment to identify available resources and gaps in services to youth and improve how those services are accessed. 2) Using a “Systems Change Thinking Approach” to work in partnership with academic institutions, local social service organizations, the City of San Luis, AZ, Parks and Recreation Department, Police Department, health providers, parents, youth, and community stakeholders to assist in identifying and/or developing services that will have a significant impact in promoting optimal health and well-being of adolescents. In addition, THRIVE! will be providing youth leadership development opportunities, providing summer job internships and employment opportunities for youth, and providing free access to sports and recreational activities.

THRIVE! Lead Organization

Campesinos Sin Fronteras, Inc. (CSF) is the THRIVE! Program Lead organization. CSF has been providing social services and youth development services in San Luis, Arizona, since 1999. CSF has the experience and cultural and linguistic competency to working with youth, parents, and community partners to successfully fulfill the grant scope of work. As the applicant and lead organization for THRIVE! CSF will assume the following roles and responsibilities:

- Work closely with the OASH Office of Population Affairs to successfully implement the proposed scope of work in the community.
- Completion and successful approval of grant yearly renewal documentation during the 3-year grant cycle.
- Execute a Memorandum of Understanding (MOU) with collaborating agencies and school districts.
- Once MOU is signed, allocation of funds in the amount of \$10,000 per year for a period of three years will be given to the City of San Luis Police Department to be used by the Department in conjunction with grant requirements (Fund allocation will be contingent on yearly grant renewal approval.). *
- Ensure financial accountability for cooperative agreement funds.
- Refer and sponsor youth participants enrolled in the Teen Outreach Program or other THRIVE services with a free membership to the Police Department Explorer Program, as a component for community engagement for TOP participants in community service-learning activities.
- Monitoring, reporting, and tracking of youth participants’ progress as well as on all programmatic activities to ensure compliance.
- Offering services in collaboration with community partners in a manner that utilizes a “systems thinking approach” and by recruiting and training THRIVE! Participants through program completion.
- Collecting THRIVE! Program performance measures data for reports and evaluations. The collection of performance measures can be described as, but not limited to, youth participants’ attendance records, demographic information, and participant satisfaction in the recreational activities.
- Work closely with our academic evaluation and community partners to conduct project evaluation activities.

- Communicating and disseminating information, successes, lessons learned, and knowledge in the community and beyond, with an emphasis on Hispano/Latino youth in the U.S.-Mexico border region.

* Funding is subject to change depending on the availability of federal funds.

Community/Collaborating Partner

The City of San Luis through the San Luis Police Department (“City”) works in partnership with the community of San Luis to enforce the law, enhance the quality of life, provide a safe environment and reduce the fear of crime while affording dignity and respect to every individual in the City of San Luis. The Police Department also offers Career Educational classes (CTE), and Explorer Program designed for teenagers and young adults interested in developing the leadership skills necessary for success in any location while instilling the values of personal integrity, and service to one’s community. The Law Enforcement Career Explorer Program, is open to young men and women ages 14 to 20 yrs. of age with an interest in learning more about careers in the field of Law Enforcement. Dependent on a yearly renewal signed agreement, the City of San Luis Police Department will fulfill its roles and responsibilities by:

- Designation of one lead staff member from the San Luis Police Department to participate in the planning and implementation of the Explorer program work plan and recruitment of youth participants in collaboration with THRIVE!.
- Work with THRIVE! staff to identify and serve at least 20 youth participants from the TOP program or from other THRIVE services to participate in the Explorer Program.
- Tracking and monitoring youth participants referred from the TOP program.
- Assistance and support of the THRIVE! staff in the collection of youth participants necessary documentation to participate in the Explorer Program, including but not limited to, parental consent, medical exam, etc.
- Work with THRIVE! staff to plan and complete 20 hours of Community Service-Learning in activities for each youth participant.
- Work with THRIVE! staff to administer data collection tools to collect performance measures may include youth participants' attendance records in the recreational activities, demographic information, participant satisfaction, and pre and post surveys for THRIVE! Program evaluation.
- Designation of at least one representative from San Luis Police Department to actively be engaged and participate in the Adolescent Wellness Network coalition activities and meetings.

Nota Bene: This document is a statement of intent for the implementation of the THRIVE! Initiative. The execution and continuation of this effort are contingent upon the grant yearly renewal and receipt of federal funding over the three-year grant cycle. Continuation is also contingent upon compliance with this agreement by both parties—i.e., CSF and the City through the City of San Luis Police Department. In the event that an emergency occurs (e.g., an epidemic), such that the THRIVE! Initiative cannot be continued to be implemented, program activities and allocation of funds may be suspended until both parties agree that they are able to resume activities. In the event that the program is cancelled by the federal funding agency due to the emergency, the parties mutually agree to return the unused and/or unencumbered federal funds to the sponsoring agency. Continuation is also contingent upon compliance with this M.O.U. by both parties, CSF and the City. As of the date of this M.O.U., the parties agree that the City can only provide limited activities for the THRIVE! Initiative under current coronavirus disease (COVID-19) pandemic conditions compared to pre-pandemic conditions.

Reasons Performance of M.O.U. Excused

A. Coronavirus disease 2019 (“COVID-19”)

If the City cannot safely implement the THRIVE! activities due to the health risks presented by COVID-19 or ***if*** the City is barred from implementing the THRIVE! activities due to COVID-19 legal conditions (including but not limited to government authority orders, OSHA requirements, recommendations of the C.D.C., Arizona Department of Health Services, Yuma County Health Services District) or ***if*** there are internet, communication service, electricity or supply chain

disruptions or civil unrest or revenue shortfalls or staffing shortages that require the activities to stop or **if** COVID-19 causes other conditions that make the THRIVE! activities impossible or unsafe **then** for the duration of the above conditions, the City may reduce or suspend its obligations under this M.O.U. to the extent made necessary by COVID-19 and COVID-19-related conditions, **and** CSF may suspend payment for any activity that the City has not performed and suspend other obligations under this M.O.U.

The City and CSF may resume performance under this M.O.U. only if both parties agree that COVID-19 no longer presents barriers to continuing the THRIVE! activities.

B. Federal Funding Agency Cancels Program

In the event that the program is canceled by the federal funding agency, the parties mutually agree to return the unused and/or unencumbered federal funds to the sponsoring agency.

C. Other Emergency or Unexpected Events (Force Majeure)

If CSF or the City are prevented or materially restricted from performing any of their obligations under this M.O.U. by an event of force majeure (other than those caused by COVID-19, which is covered in above Section III(A)), then the obligations of each party shall be suspended or reduced to the extent made necessary by the event. As used in this section, “force majeure” does not mean those in Section III(A) above, but does mean any act or cause not reasonably within the control of the party whose ability to perform is impaired and which that party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes (over which the affected party has no control), sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

Notice

Notice of the on-set or end of circumstances described in the above section “Reasons Performance Excused” shall be given to the other party as soon as practical. The parties agree that at the time of the signing of this M.O.U., the City has had to reduce the activities it can safely provide due to the cases of COVID-19 being high. All notices and communications provided for in this M.O.U. or given in connection with this M.O.U., shall be validly given and fully received if in writing and delivered or refused delivery by the United States Postal Service mail, postage prepaid to the addresses or email addresses on the signature blocks at the end of this M.O.U. From time to time, either party may designate in writing and deliver in a like manner a different name or address. Any such change of name or address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit in the United States Postal Service in the manner set forth above.

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

[Intentionally left blank, signature page follows]

The parties have executed this M.O.U. in Yuma County, Arizona, the day and year set forth below which the date the last party signed this M.O.U.

City of San Luis, Arizona

Post Office Box 1170

San Luis, Arizona 85349

Tadeo A. De La Hoya

City Manager

tdelahoya@sanluisaz.gov

DATE

Richard Jessup

Chief of Police

rjessup@sanluisaz.gov

DATE

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Campesinos Sin Frontera

Post Office Box 423

Somerton, Arizona 8550

Emma Torres

Executive Director

etorres@campesinosinfronteras.org

DATE



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. D.

Meeting Date: 01/27/2021

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. **(Lizandro Galaviz, Parks and Recreation Director)**

SUMMARY:

The 5-year agreement with the Yuma Union High School District #70 regarding joint facility use is expiring this year. Staff has negotiated the basic terms.

The changes are that:

- the APS bill for the lights will go to the High School,
- the High School has said they will pay \$150,000 for the field lights in a lump sum.
- the city will stop doing maintenance of the field,
- joint use of each other's facilities will continue and
- there are provisions for COVID-19 public health requirements.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2153 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

Unlike the initial IGA, this IGA does not have expenses for the City.

Attachments

Resolution No. 2153

Former IGA with Yuma Union High School District #70



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2153

A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an intergovernmental agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School.

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

Section 1. It is deemed in the best interest of the City of San Luis and its residents that the city enter into an Intergovernmental Agreement with Yuma Union High School District #70 for joint athletic and recreational facilities use at San Luis High School and the City's Parks and Recreation Department.

Section 2. A true copy of the Intergovernmental Agreement is incorporated herein as though set forth again in full.

Section 3. The Mayor is authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Intergovernmental Agreement to the Yuma Union High School District #70 and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of February 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: SONIA CORNELIO, CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

Intergovernmental Agreement
An Intergovernmental Agreement between the City of San Luis Arizona and the Yuma
Union High School District #70

**INTERGOVERNMENTAL AGREEMENT
REGARDING JOINT USE OF RECREATIONAL FACILITIES AT YUMA UNION HIGH
SCHOOL DISTRICT #70 (SAN LUIS HIGH SCHOOL) AND THE CITY OF SAN LUIS**

THIS AGREEMENT, made and entered into this 24th day of February, 2016 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as "DISTRICT".

WHEREAS, the CITY is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, pursuant to A.R.S. §11-951 et seq., cities and schools may enter into agreements for the construction, development, cooperative maintenance, operation, and use of parks, swimming pools, and other recreational facilities on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS; the DISTRICT has recreation facilities such as tennis courts, athletic fields, and running track, that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours; and

WHEREAS, the CITY has recreation facilities such as athletic fields, swimming pools, parks, and trails that could be used for physical education and school athletic opportunities provided through the DISTRICT; and

WHEREAS, it is the desire of the parties to develop and operate facilities for joint use and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to cooperate in the development of facilities that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contained, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties for the joint use of recreational or athletic facilities owned by each Party.

Section 2. Term

This Agreement will become effective as of the date indicated above, and will terminate five (5) years thereafter, unless terminated earlier as provided in Section 3, or renewed.

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the parties or either Party may terminate this Agreement, with or without cause, upon one hundred eighty (180) days written notice to the other Party of intent to terminate. Upon termination of the Agreement, each Party will assume full use and responsibility for its facilities including, but not limited to, water costs, utility costs and maintenance.

Section 4. Facilities

This Agreement authorizes the continued joint use of each Party's respective facilities, as shown on Exhibit "A" attached ("Facilities"). This Exhibit may be amended upon written approval of the City Manager or designee and the school Superintendent or designee, without further modification of this Agreement. The Facilities listed on the attached Exhibit "A" that are the property of the DISTRICT shall be referred to herein individually as a "DISTRICT Facility," and collectively as the "DISTRICT Facilities." The Facilities listed on the attached Exhibit "A" that are the property of the CITY shall be referred to herein individually as a "CITY Facility" and collectively as the "CITY Facilities". San Luis High School's northeastern practice field inside the track shall be referred to herein specifically as "DISTRICT FIELD". Facilities may include, but are not limited to, buildings and grounds, recreational or athletic facilities, and parking areas.

Section 5. Joint Use of Facilities

A. Facility Usage: Each Party will make its Facilities listed in Exhibit "A" available for use by the other Party after the scheduling requirements for each Party's own programs have been met.

- 1. Scheduling Overview:** The DISTRICT will have use of DISTRICT Facilities, during the school year during regular school hours and after school hours or on week-ends as required by the DISTRICT athletic schedules and other school activities. The CITY will have use of DISTRICT Facilities, during the summer months and on weekends, holidays, and weeknights beginning at 6:00 p.m. during the school year, unless the Facilities are previously scheduled for DISTRICT events or DISTRICT maintenance. The CITY will have use of CITY Facilities year round. The DISTRICT may have use of CITY Facilities, unless previously scheduled by others or for CITY maintenance. Scheduling of facilities may be pre-empted by circumstances beyond the control of the parties. For example, fields may not be usable due to rain or a water line break. Use of specific facilities are further described in Exhibit "A".
- 2. Parking:** Each Party will make each parking facility associated with each of the Facilities listed in Exhibit "A" available for use by the other Party as part of the use of the associated Facility.

B. Enforcement of Policy: DISTRICT reserves the right to enforce DISTRICT policies including, but not limited to, dress codes and policies addressing alcohol consumption, at all DISTRICT sponsored activities on CITY facilities. CITY reserves the right to enforce CITY policies at CITY sponsored events on DISTRICT facilities. The DISTRICT and the CITY shall abide by all applicable laws and regulations on each other's facilities.

C. Facility Maintenance: Each Party will maintain its own Facilities and equipment in good and reasonable repair as required by law except that the CITY shall maintain the DISTRICT's northeastern practice field inside the track ("DISTRICT FIELD"). CITY maintenance of the DISTRICT FIELD shall include turf maintenance such as watering, seeding, fertilizing, mowing and maintaining the sprinklers in good condition. The DISTRICT shall keep the CITY informed as to the methods to preserve and maintain the track. The CITY shall make all reasonable effort in its maintenance, repair, and its use of the DISTRICT FIELD

to preserve and maintain the track in reasonable condition. The DISTRICT will be solely responsible for costs of repairing any damages to the CITY Facilities that occur and were caused by the DISTRICT during DISTRICT's use of the CITY Facilities. The CITY will be solely responsible for the cost of repairing damages to DISTRICT Facilities that occur and were caused by the CITY during CITY'S use of DISTRICT Facilities. The Party responsible for the damages shall promptly notify the owning Party of any damages that occur during the responsible Party's use of the Facilities. The owning Party, upon discovering any damages reasonably believed to be caused by the other Party during the other Party's use of the Facilities, shall notify the other Party in writing of the damages and of the cost of repair. Upon receipt of the cost of repair the Party causing the damage may elect to make the necessary repairs by notifying the owner in writing of its intent to repair. If the Party who caused the damage fails to notify the owner of its intent to repair within fifteen (15) days of receipt of the notice and cost to repair, the owner may make required repairs and invoice the responsible Party for the actual, reasonable costs thereof. The responsible Party shall pay the invoice within 30 days of receipt, unless, within ten (10) days of receipt of the written notice, the responsible Party has disputed the damages or costs in writing, specifying the items in dispute and the reasons therefore. The parties will use best efforts to investigate and resolve the disagreement prior to filing any claim for damages. The term "damage" does not include ordinary wear and tear. Each Party will be responsible for routine maintenance and cleaning of its Facilities unless specifically agreed otherwise.

D. Non-Interference: Each Party agrees that use of the other Party's Facilities will not interfere with the other Party's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities used. Each Party will communicate with each other any conduct by the other which is outside the usual conduct of business and any use inconsistent with the intended and normal use of the facility. Each Party agrees to provide necessary and appropriate supervision for activities conducted at the other Party's Facilities, to be responsible for the expenses of supervision, security, and supplies unless

otherwise noted in this Agreement, and to make reasonable efforts to inspect Facilities for safety conditions and for damage at the beginning and end of each period of use. Each Party will leave the other's Facilities in neat and orderly condition unless specifically agreed otherwise.

Section 6. Quarterly Meetings and Scheduling Confirmation Process

A. Quarterly Meetings: The CITY and the DISTRICT shall meet regularly on or about December 1, March 1, June 1 and September 1 of each year.

- 1. Scheduling Meetings:** One component of the Quarterly Meetings will be the Scheduling Meeting. Representatives of the parties will meet to discuss scheduling for April through June, July through September, October through December, and January through March respectively.
- 2. Other Matters Meetings:** Another component of the Quarterly Meetings will be to discuss master planning for capital improvements, issues involving the joint use of facilities, and any other matters that parties wish to discuss for the benefit of the joint use of facilities. The Representatives for the Scheduling Meeting are not required to be the same people for this meeting.

B. Scheduling: Each owner will be responsible for maintaining the schedule for its own Facilities.

C. Joint Schedule: Within two weeks following the meeting, each owner's representative shall prepare a joint use confirmation form for the quarter discussed and shall send the schedule to the other Party. The receiving Party will either approve the proposed schedule by returning it with a signature of approval or may, within 7 days, contact the other representative to discuss changes or amendments which need to be addressed. Quarterly discussions shall include review of a calendar of projected use for the coming year and shall include times when Facilities may not be used due to appropriate maintenance of facilities and maintenance of DISTRICT FIELD turf. A final, signed schedule should be in place at least three (3) months before the scheduled use for a quarter begins. During scheduling meetings, the parties shall work to resolve

any issues. The parties will in good faith discuss how to maximize the mutual benefit of the shared use of CITY and DISTRICT Facilities.

D. Scheduling Changes: CITY and DISTRICT will cooperate to seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. In the event of no mutually acceptable alternative, use by the owner shall take priority.

E. Health and Safety: If at any time the CITY or the DISTRICT determines that a Facility does not meet applicable health and safety standards, or that for any other reason the Facility is unsafe for use, the using Party may cancel its event and notify the owner of the unsafe conditions. The owner will have the authority to close the Facility until the unsafe conditions are rectified. Each Party will take immediate steps to notify the other Party of the cancellation/closure.

Section 7. Utilities

A. Electricity: The CITY will install and pay for a separate meter for the electricity feeding the lights for the DISTRICT FIELD. The CITY will pay for the Electricity to the lights for the DISTRICT FIELD.

B. Water: The DISTRICT will pay for the water to maintain the DISTRICT FIELD.

Section 8. Capital Improvements

A. From time to time during this Agreement each Party may make capital improvements to property of the other Party. The parties intend to work together to develop a strategic master plan for investment in capital improvements in order to best serve the recreational needs of the communities of both the CITY and the DISTRICT.

B. The CITY intends to install lights at its cost on the DISTRICT FIELD. The DISTRICT hereby agrees to the installation of the lights according to a plan to be developed by the CITY and reviewed by the DISTRICT. The Party proposing any other capital improvements will submit the proposal to the other Party for review and approval, which shall not be unreasonably withheld.

C. Upon termination of this Agreement all capital improvements (including but not limited to the lighting paid for by the CITY for the DISTRICT FIELD) shall become the sole and exclusive property of the owner of the underlying property. The underlying property owner shall reimburse the other Party who made and paid for the improvements for the reasonable depreciated value of the improvements at the time of termination. If the parties are unable to agree on the depreciated value at termination, they shall retain the services of an independent, neutral and qualified appraiser to determine the value.

Section 9. General Terms and Conditions

A. Finance and Budget: Each Party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either Party for any Fiscal Year this Agreement is effective, this Agreement will terminate at the end of period for which funds are appropriated unless the parties agree to a modification of this Agreement.

B. Notice: Notices or other communications to the City regarding this Agreement shall be sent by registered or certified mail, postage prepaid, addressed to

If to CITY: Parks and Recreation Director
 Parks and Recreation Department
 City of San Luis
 PO Box 1170
 San Luis, Arizona 85349

If to DISTRICT: James Sheldahl,
 Associate Superintendent YUHSD
 3150 S. Avenue A
 Yuma, Arizona 85364

C. Indemnification: To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature

(hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that Party's use, operation, maintenance, or repair of the Facilities; except for those Claims which arise out of the negligent or willful misconduct of the other Party, its agents or employees.

D. Non-Discrimination Requirements: The parties shall comply with State Executive Order #99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, and also including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

E. Employment Eligibility: The parties warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party's employee or subcontractor employee who works on this Agreement to ensure that the Party or its subcontractors are complying with this warranty. Employees hired by either Party to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring Party only.

F. Insurance requirements:

1. **Liability Insurance:** DISTRICT and CITY shall each keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than \$1,000,000.00 per occurrence covering their respective activities and \$5,000,000.00 per occurrence for first responder training including, but not limited to police department, fire department, and emergency medical technician training. This insurance may be comprised of self-insurance retention

("SIR") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each Party shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every 3 years.

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

G. Risk of Loss: The Party sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

H. Dispute Resolution: The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either Party, a dispute shall be submitted to mediation with a trained and neutral mediator. If mediation is unsuccessful, the parties mutually agree, remaining claims, disputes, or other matters in question shall be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other Party to this Agreement.

I. Costs and Attorney Fees: In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action

or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.

J. Assignments and Successors: Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

K. Entire Agreement: This Agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

L. Conflicts of Interests Provisions: This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.

M. Venue: The parties must initiate and maintain any mediation, arbitration, legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

N. Disposal of Property: The parties do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

O. Construction: Headings are solely for the parties' convenience, are not a part of this Agreement, and shall not be used to interpret this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

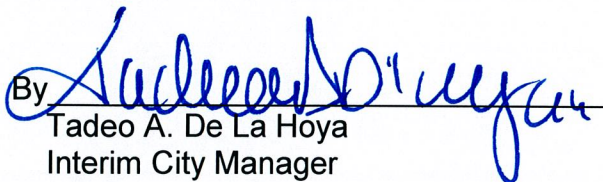
P. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Q. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

R. Independent entities: DISTRICT and CITY are independent entities and contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any Party or its agent, representative, or employee to be the agent, representative, or employee of the other Party for any purpose. Employees of the DISTRICT and the CITY shall not be personally liable under this contract.

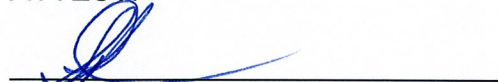
CITY OF SAN LUIS
a municipal corporation

YUMA UNION HIGH SCHOOL
DISTRICT #70

By 
Tadeo A. De La Hoya
Interim City Manager

By 
Toni Badone
Superintendent

ATTEST:


City Clerk

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

Dated this 2 day of March,
2016

By 
City Attorney

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

Dated this 31st day of March,
2016

By 
YUHSD Attorney

Exhibit "A" Facilities

(Note: Use of Facilities include use of associated parking.)

<u>City Facilities</u>	(CITY Facilities)	<u>YUHSD #70 Facilities</u> (DISTRICT Facilities)
San Luis Baseball/ Softball Fields		San Luis HS northeastern practice field inside the track
San Luis Baseball/ Softball Fields		(DISTRICT Field)
		San Luis HS track
		San Luis HS Tennis Courts
		**San Luis HS Performing Arts Center
		***San Luis HS Main Soccer Field
		**** San Luis HS Campus

.....
Use of Specific Facilities:

***San Luis Aquatic Center**

The San Luis Aquatic Center will be used by the DISTRICT for official in-season Swimming Team practices. The CITY will not charge the DISTRICT a fee for life guards.

****San Luis HS Performing Arts Center**

The San Luis HS Performing Arts Center will be used by the CITY for 2 events annually. The DISTRICT will not charge the CITY any fees or costs including but not limited to rental fee, costs of auditorium manager, security, student workers, and custodial services. Dates for the CITY events must be mutually agreed upon by the CITY and the DISTRICT.

Additional dates will be charged to the CITY at the DISTRICT's regular non-profit rate. Dates for additional CITY event must be mutually agreed upon by the CITY and the DISTRICT.

*****San Luis High School Main Soccer Field**

Soccer League Championship Games: If CITY games are played prior to the beginning of the AIA winter season, they may be scheduled with the DISTRICT and played on the main field under the lights at no rental fee for 3 games but operational costs will apply. Operational costs are outlined in DISTRICT Facilities rental fee schedule.

CITY's additional use of the main field will be scheduled with the DISTRICT and charged at the regular non-profit rate, as per the District Facilities Rental Fees Schedule

At all times CITY soccer games will only be played when the main field is lined for soccer and not in use by the school. The CITY will not schedule adult soccer games for the main field.

**** San Luis HS Campus: There shall be limited San Luis HS campus use for the CITY's police department and fire department training.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. E.

Meeting Date: 01/27/2021

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2020-0661. A request by FM Group, on behalf of the State of Arizona, owner, for a conditional use permit to allow the installation of a new wireless communication facility on property located at 7125 East Cesar Chavez Boulevard, San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close public hearing
- C. Action on Conditional Use Permit Case No. 2020-0661

SUMMARY:

This is a request by FM Group, Michael J. Campbell on behalf of the State of Arizona, Department of Administration c/o General Services Division, owner, for a Conditional Use Permit as per Section § 152.076 (C-16) of the City of San Luis Code of Ordinances.

This request is to allow the installation of a new wireless communication facility on an APS replacement pole and associated carrier equipment compound in a Rural Area Residential (RA-10) zoning district, Assessor's Parcel No. 228-00-009, located at 7125 East Cesar Chavez, Boulevard, San Luis, Arizona.

As per City Code § 152.318(C) "The setback of the communication equipment and/or the accessory structures shall meet the building setbacks for the zoning district in which it is located. Towers shall be set back a distance equal to at least 100% of the height of the tower from any adjoining lot line. Facilities that are located on streetlights, traffic signals poles, 69 kilovolts or above, and existing electrical utility poles are exempt from setback requirements."

In this case, the proposed facility is to be located on an existing electrical utility pole which is exempt from setback requirements.

TELECOMMUNICATIONS ACT OF 1996:

This federal legislation established certain standards for local review of various types of antennas and other communication devices. Local governments may consider standards such as height, appearance, screening, stealth design, planting, and public safety issues (other than radiation). The local government may not discriminate between service providers, prohibit wireless services or have the effect of prohibiting wireless services, regulate on the basis of electromagnetic radiation if the facility complies with FCC standards, make land-use decisions without substantial evidence and a written record of the

proceedings, or unreasonably delay decision making on proposed applications.

CITIZEN REVIEW MEETING:

As required by State Statute and the City Code, a Citizen Review Meeting was held on January 12, 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the conditional use permit application, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the city receive any comments or questions prior to the meeting.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department
2. Marine Corps Air Station Yuma

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (3 letters). The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission held a public hearing regarding this item during a special meeting held on January 19, 2021. Due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. There were no people from the public connected to the teleconference neither did the city receive any comments or questions prior to the meeting.

Staff presented the item with the recommendation of approval and the commission made a motion to forward Conditional Use Permit Case No. 2020-0661 to the City Council with the recommendation of approval.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for review of the Conditional Use Permit.

Staff recommends approval of Conditional Use Permit Case No. 2020-0661.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

1. Staff and/or applicant presentation
2. Call to the public on this item

B. I MOVE TO CLOSE PUBLIC HEARING

C. I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2020-0661

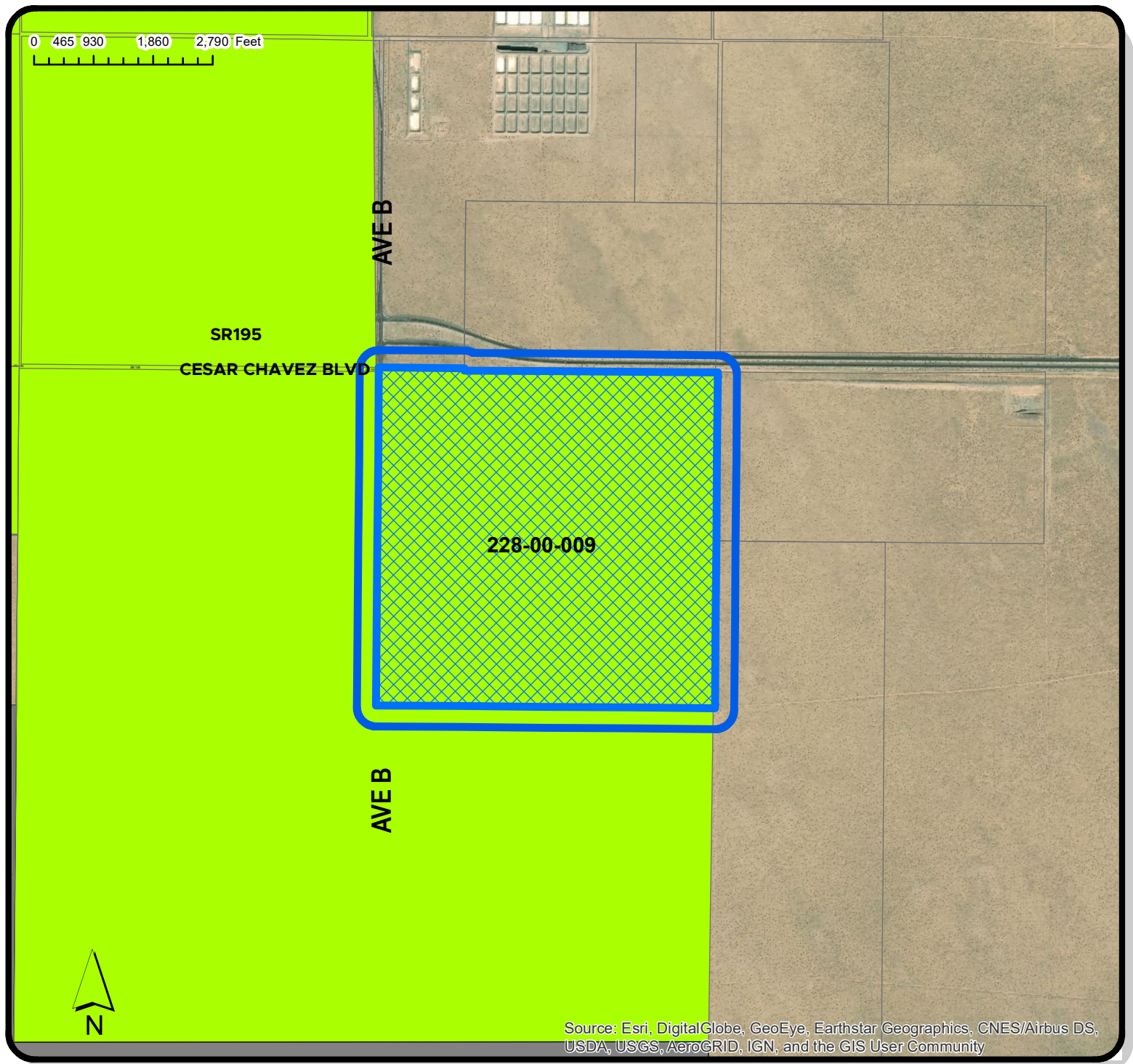
Fiscal Impact

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

AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
N/A

Attachments

- Location Map
 - Aerial Picture
 - Site Plan
 - Project Narrative
 - San Luis Fire Department Comments
 - Marine Corps Air Station Yuma Comments
-



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

CONDITIONAL USE



PID:228-00-009 7125 E CESAR CHAVEZ BLVD

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
RA-10



300FT NOTIFICATION BUFFER

CASE #

2020-661

DATE:

11/16/2020

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

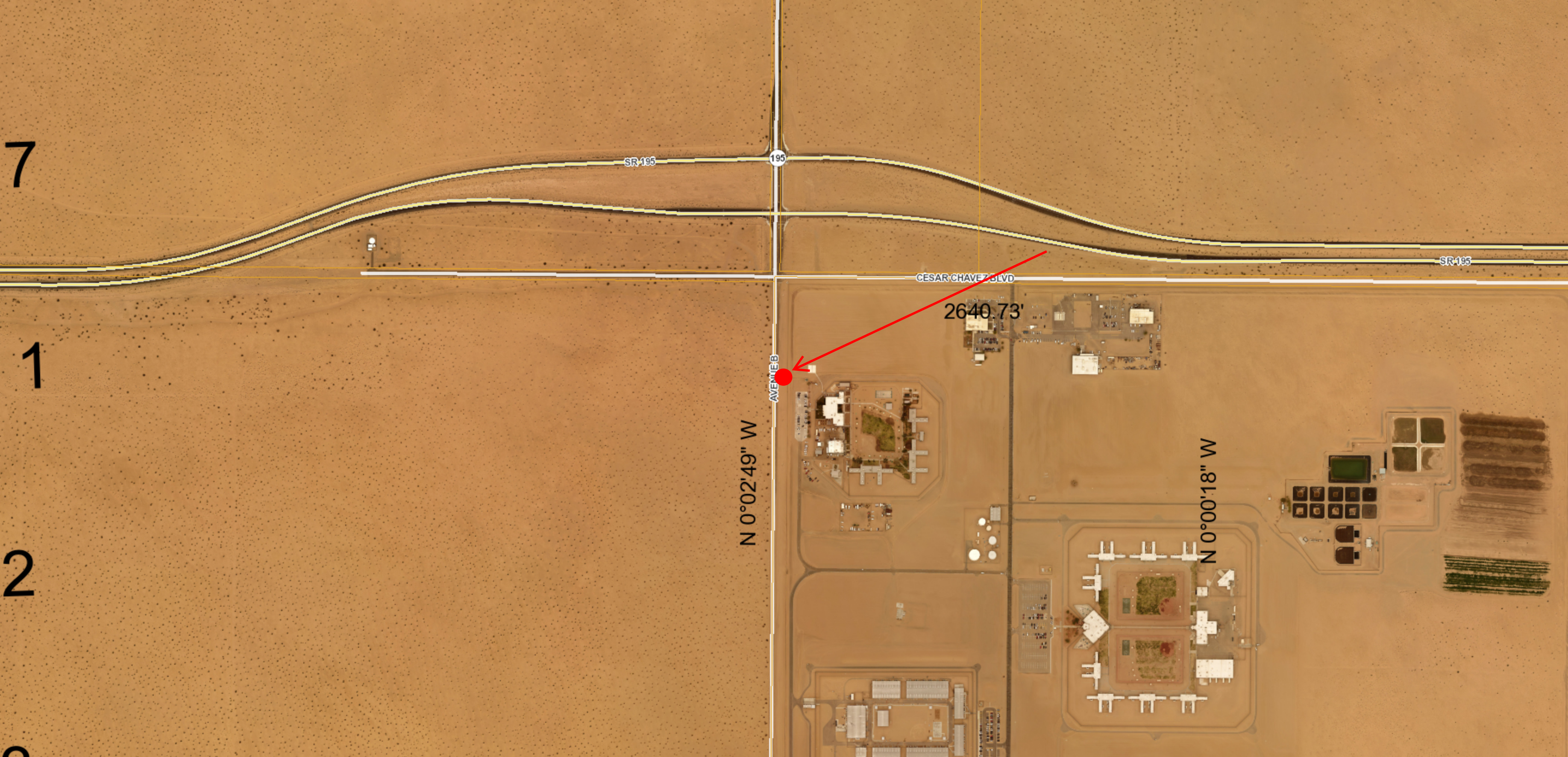
JOSE A. GUZMAN

7

1

2

3



SR 195

195

SR 195

CESAR CHAVEZ BLVD

AVENUE B

2640.73'

N 0°02'49" W

N 0°00'18" W

CONSULTANT TEAM

CLIENT REPRESENTATIVE
BECHTEL INFRASTRUCTURE & POWER CORPORATION
2601 S. 37TH STREET, SUITE 200
PHOENIX, AZ 85034
CONTACT: STEVE OLSON
PHONE: (520) 743-6087

PROJECT OWNER
AT&T MOBILITY
1355 W. UNIVERSITY DR.
MESA, AZ 85201
CONTACT: ROBERT HOFRICHTER
PHONE: (480) 444-4681
E-MAIL: RH1316@ATT.COM

PROPERTY OWNER
ARIZONA STATE LAND DEPARTMENT
1616 W. ADAMS ST.
PHOENIX, AZ 85007
PHONE: (602) 542-4631

POLE OWNER
APS
2043 W. CHERYL DR.
PHOENIX, AZ 85021
CONTACT: DAVE CARLTON II
PHONE: (602) 542-4631
E-MAIL: DAVID.CARLTONII@APS.COM

A & E
CLEAR BLUE SERVICES
3530 E. ATLANTA AVE.
PHOENIX, AZ 85040
CONTACT: STEVEN DeJONGE
PHONE: (602) 405-8803
E-MAIL: STEVENDEJONGE@CLEARBLUESERVICES.COM

GENERAL NOTES

* CONTRACTOR & CREWS SHALL ABIDE BY AT&T CONSTRUCTION STANDARDS/REQUIREMENTS AS DESCRIBED IN THE AT&T SAFETY HANDBOOK.

* OSHA REGULATIONS/STANDARDS SHALL BE REVIEWED & FOLLOWED BY ALL EQUIPMENT INSTALLERS AND TOWER/ROOF TOP CONTRACTORS/SUBCONTRACTORS DURING CONSTRUCTION.

* THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REMEDY ALL FAULTY, INFERIOR AND/OR IMPROPER MATERIALS, DAMAGED GOODS, AND/OR FAULTY WORKMANSHIP FOR ONE (1) YEAR AFTER THE PROJECT IS COMPLETE AND ACCEPTED UNDER THIS CONTRACT; UNLESS NOTED OTHERWISE IN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. (EXCEPTION) THE ROOFING SUBCONTRACTOR SHALL FURNISH A MAINTENANCE AGREEMENT FOR ALL WORK DONE, COSIGNED BY THE GENERAL CONTRACTOR, TO MAINTAIN THE ROOFING IN A WATERTIGHT CONDITION FOR A PERIOD OF TWO (2) YEARS STARTING AFTER THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT, UNLESS OTHERWISE WRITTEN IN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR.

* THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR THE SAFETY OF THE OWNER'S EMPLOYEES, WORKMEN, AND ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.

* THE CONTRACTOR SHALL BE REQUIRED TO PAY FOR ALL NECESSARY PERMITS AND/OR FEES WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BE THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN PERMIT AND MAKE FINAL PAYMENT FOR SAID DOCUMENT.

* AT&T GO TO VERIFY ALL MEASUREMENTS OF EXISTING CONDUITS FOR FIBER RUN AND ANY POWER RUNS.

* DO NOT SCALE DRAWINGS

SITE INFORMATION

OWNER/LANDLORD:
PROPERTY OWNER
ARIZONA STATE LAND DEPARTMENT
1616 W. ADAMS ST.
PHOENIX, AZ 85007
PHONE: (602) 542-4631

POLE OWNER
APS
2043 W. CHERYL DR.
PHOENIX, AZ 85021
CONTACT: DAVE CARLTON II
PHONE: (602) 542-4631
E-MAIL: DAVID.CARLTONII@APS.COM

APPLICANT:
AT&T MOBILITY
1355 W. UNIVERSITY DR.
MESA, AZ 85201
CONTACT: ROBERT HOFRICHTER
PHONE: (480) 444-4681
E-MAIL: RH1316@ATT.COM

TOWER TYPE: (N) 59 FT. APS STEEL W/40" SPACER & MOUNT, TOTAL 71 FT. OVERALL

EXISTING SITE TYPE: WIRELESS COMMUNICATIONS FACILITY

APN: STATE LAND #22B-00-009 (R.O.W.)

LATITUDE 32° 29' 34.78" N
32.4929750°

LONGITUDE -114° 38' 52.63" W
-114.6479530°

EXISTING ELEVATION: ±174'

EXISTING ZONING: RA-10

CONSTRUCTION TYPE: V-B

PROJECT AREA: 16' x 22' (352 SF)

PROPOSED OCCUPANCY: UNMANNED TELECOMMUNICATIONS FACILITY

EXISTING OCCUPANCY: TELECOMMUNICATIONS FACILITY (NO CHANGE)

JURISDICTION: CITY OF SAN LUIS

ELECTRICAL PROVIDER: APS



AT&T

PROJECT: NEW SITE BUILD
SITE NO.: AZL02582
SITE NAME: APS SLAMMER
FA CODE: 14958769
USID: 275314

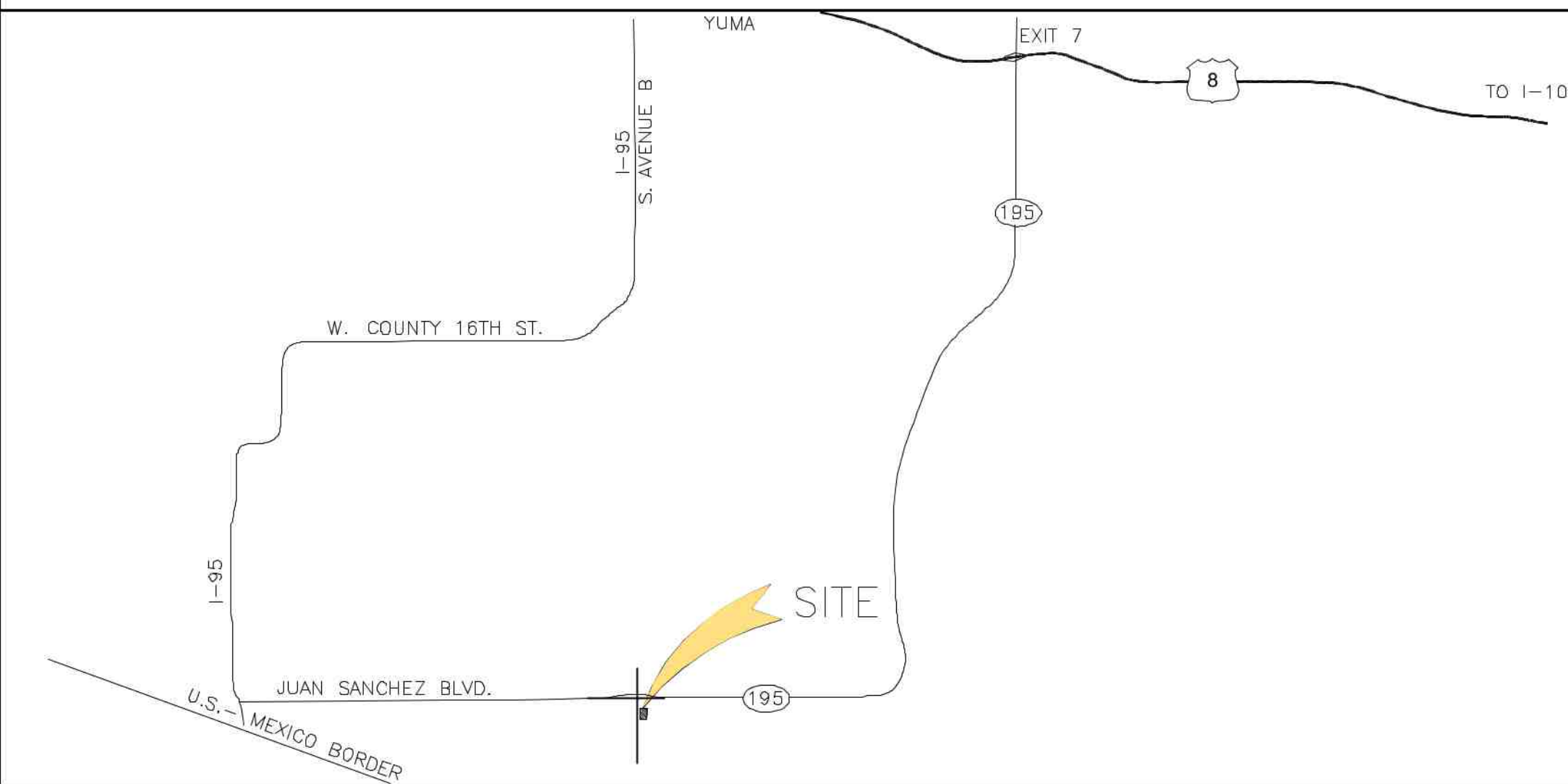
7125 E. CESAR CHAVEZ BLVD..
SAN LUIS, AZ 85349

DRIVING DIRECTIONS

DIRECTIONS:

DEPARTING THE AT&T OFFICE AT 1355 W. UNIVERSITY IN MESA GO LEFT ON UNIVERSITY DR. HEADING WEST TO THE LOOP 101. TAKE LEFT AND MERGE ONTO THE LOOP 101 GOING SOUTH. TAKE LOOP 101 SOUTH TO THE END AND MERGE RIGHT GOING WEST ON THE LOOP 202. TAKE THE LOOP 202 TO THE INTERSTATE 10 AND MERGE ONTO THE I-10 GOING EAST. STAY ON THE I-10 TO CASA GRANDE AND TAKE EXIT ONTO I-8 GOING WEST TOWARD YUMA. TAKE EXIT #7 ONTO AZ-195 (ARABY RD.) HEADING SOUTH TO SAN LUIS. FOLLOW AZ-195 (ARABY RD./JUAN SANCHEZ BLVD.) TOWARD SITE, ABOUT 18.5 MILES. THEN TAKE LEFT HEADING SOUTH ON S. AVENUE B. SITE IS THIRD UTILITY POLE ON THE EAST SIDE OF S. AVENUE B. IT WILL BE OFF ON THE RIGHT SIDE OF AZ-195, JUAN SANCHEZ BLVD.

VICINITY MAP



APPLICABLE CODES

ARIZONA STATE CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2012 IBC, STANDARDS AND AMENDMENTS
- 2012 IMC, STANDARDS AND AMENDMENTS
- 2012 IFC, STANDARDS AND AMENDMENTS
- 2012 IPC, STANDARDS AND AMENDMENTS
- 2011 NEC, STANDARDS AND AMENDMENTS

ACCESSIBILITY REQUIREMENTS:

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2012 IBC BUILDING CODE.

RFDS DATA SUMMARY

DESIGN PACKAGE BASED ON RF DATA SHEET, RFDS ID: 3504823
RFDS NAME: AZ-NM_ARIZONA_AZL02582-10;20;30;40_2020-New-Site_LTE_
ac7856_3901AONKU9_14958769_275314_10-29-2019_As-Built-In-Progress_v4.00
REVISION: -
RFDS VERSION: 4.00
RFDS DATE: 10/29/2019 Updated by: ac7856, Updated: 1/7/2019, 12:40:57 PM

SUMMARY OF EQUIPMENT:

NUMBER OF SECTORS: 3
NUMBER OF ANTENNAS: 3
NUMBER OF TMA'S: 6
NUMBER OF RRH'S: 6
NUMBER OF TRIPLEXERS: 6
NUMBER OF RF COAX CABLES: 12

APPROVALS

AT&T (RF): _____ DATE: _____

AT&T (CONST.): _____ DATE: _____

AT&T (S.A.): _____ DATE: _____

LANDLORD: _____ DATE: _____

LANDLORD: _____ DATE: _____

PROJECT DESCRIPTION

GROUND SCOPE

INSTALL A NEW EQUIPMENT CABINET & BACK-UP GENERATOR IN A NEW CHAIN LINK FENCE EQUIPMENT COMPOUND TO INCLUDE THE FOLLOWING:

- (1) NEW W.I.C. PREFABRICATED UL LISTED EQUIPMENT WALK-IN CABINET W/PRE-INSTALLED VERTIV 7100 POWER STATION, LTE FSM4 AND ENERSYS BATTERIES ON GRAVITY MOUNT PLATFORM.
- (1) NEW 20kW KOHLER AC BACKUP GENERATOR, W/BUILT-IN 107 GAL. UL LISTED DIESEL TANK
- (3) NEW AIRSCALE DUAL RRH 4T4R, B12/14 320W AHLBA, (1) PER SECTOR
- (3) NEW AIRSCALE DUAL RRH 4T4R, B25/66 320W AHFIB
- (6) NEW DIPLEXERS, CBC71726-DP-2X, (2) PER SECTOR
- (6) NEW 6" U/G PVC SCHED 40 CONDUITS TO NEW UTILITY POLE DOG HOUSE
- (1) NEW DOGHOUSE FINISH TO MATCH NEW POLE
- (1) NEW GPS ANTENNA ATTACHED TO "W.I.C."
- NEW U/G CONDUITS FOR ELECTRICAL SERVICE & (TELCO W/INNERDUCT)
- NEW SHELTER GROUND RING
- NEW H-FRAME FOR NEMA CABINET & ELECTRICAL METER/DISCONNECT
- NEW ICE BRIDGE/H-FRAME FOR RRH MOUNTING

TOWER SCOPE

INSTALL THE FOLLOWING ON NEW 69kV 70"-H10 UTILITY POLE TOWER (59' ABOVE GROUND)

- NEW TRI-SECTOR MOUNT - PER UTILITY COMPANY STRUCTURAL
- (3) NEW 8" ANTENNAS, ANDREW-COMMSCOPE, NNH4-65C-R6-V3, (1) PER SECTOR
- (12) NEW 7/8" COAX CABLES
- (6) NEW TMA'S, - TMABPD7823VG12A, (2) PER SECTOR

ELECTRICAL SCOPE (SHOW BREAKER LIST)

- 50A BREAKER - B25/B66 Airscale Dual-band RRH4T4R 320W (AHFIB), (3) TOTAL
- 50A BREAKER - B12/B14 Airscale Dual-band RRH4T4R 320W (AHLBA), (3) TOTAL
- 20A BREAKER - LTE FSM4
- 10A BREAKER - SIAD

SHEET INDEX

SHT.	DESCRIPTION	REV
T-1A	TITLE SHEET	3
SS-1	SITE SURVEY	B
SS-1	SITE SURVEY	B
A-1	OVERALL SITE PLAN	3
A-2	ENLARGED PLAN & ANTENNA LAYOUT	3
A-3	ENLARGED EQUIPMENT COMPOUND PLAN	3
A-4	ELEVATIONS	3
A-5	ELEVATIONS	3

JURISDICTIONAL APPROVAL



AT&T

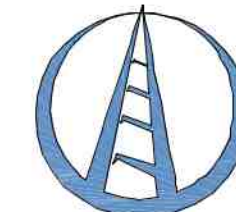
1355 W. UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED



**BECHTEL INFRASTRUCTURE
AND POWER CORPORATION**

2601 S. 37TH STREET, SUITE 200
PHOENIX, AZ 85034
PHONE: (623) 282-3050



Clear Blue

Services

3530 E. ATLANTA AVE.
PHOENIX, AZ 85040 602-426-9500

PROJECT: NEW SITE BUILD
SITE NO.: AZL02582
SITE NAME: APS SLAMMER
FA CODE: 14958769
USID: 275314

7125 E. CESAR CHAVEZ BLVD..
SAN LUIS, AZ 85349

△					
△					
△					
△					
△					
△	3	11/20/20	ZONING ADDRESS	SLD	TB
△	2	9/2/20	SURVEY UPDATE	SLD	TB
△	1	1/14/2020	CLIENT COMMENTS	SLD	TB
△	0	1/13/2020	ZONING DOCUMENTS	SLD	TB

PROFESSIONAL SEAL



THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

SDN

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1A

SURVEY DATE
10.13.19

BENCHMARK

ELEVATIONS WERE ESTABLISHED FROM PROCESSING GPS DATA WITH AND CONSTRAINING TO NGS "CORS" STATIONS AND APPLYING GEOID12b SEPARATIONS AND ARE AT NAVD88 DATUM

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA WEST ZONE, DETERMINED BY GPS OBSERVATIONS.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEYOR'S NOTES

WITHOUT THE BENEFIT OF A TITLE REPORT.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

LESSOR'S LEGAL DESCRIPTION

ALL OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

AT&T LEASE AREA LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8: THENCE SOUTH 00°25'09" WEST, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, A DISTANCE OF 599.76 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°34'51" EAST, 47.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 16.00 FEET; THENCE SOUTH 00°00'00" EAST, 22.00 FEET; THENCE NORTH 90°00'00" WEST, 16.00 FEET; THENCE NORTH 00°00'00" EAST, 22.00 FEET TO THE POINT OF BEGINNING.

AN AREA CONTAINING 352 SQ. FT. MORE OR LESS.

AT&T ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8: THENCE SOUTH 00°25'09" WEST, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, A DISTANCE OF 599.76 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°34'51" EAST, 47.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 24.00 FEET; THENCE NORTH 00°00'00" EAST, 12.00 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 34.00 FEET; THENCE NORTH 90°00'00" EAST, 6.00 FEET; THENCE NORTH 00°00'00" EAST, 22.00 FEET TO THE POINT OF BEGINNING.

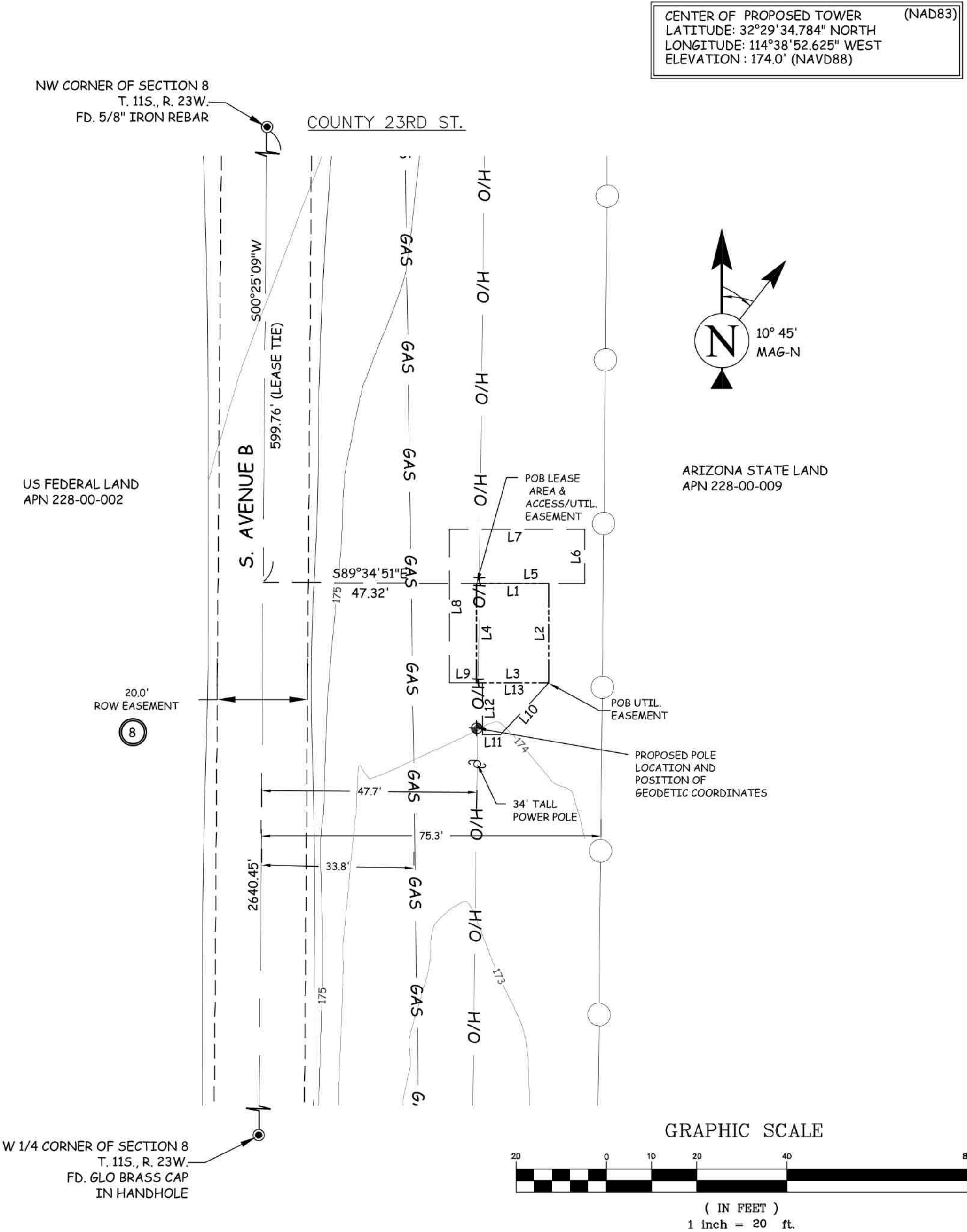
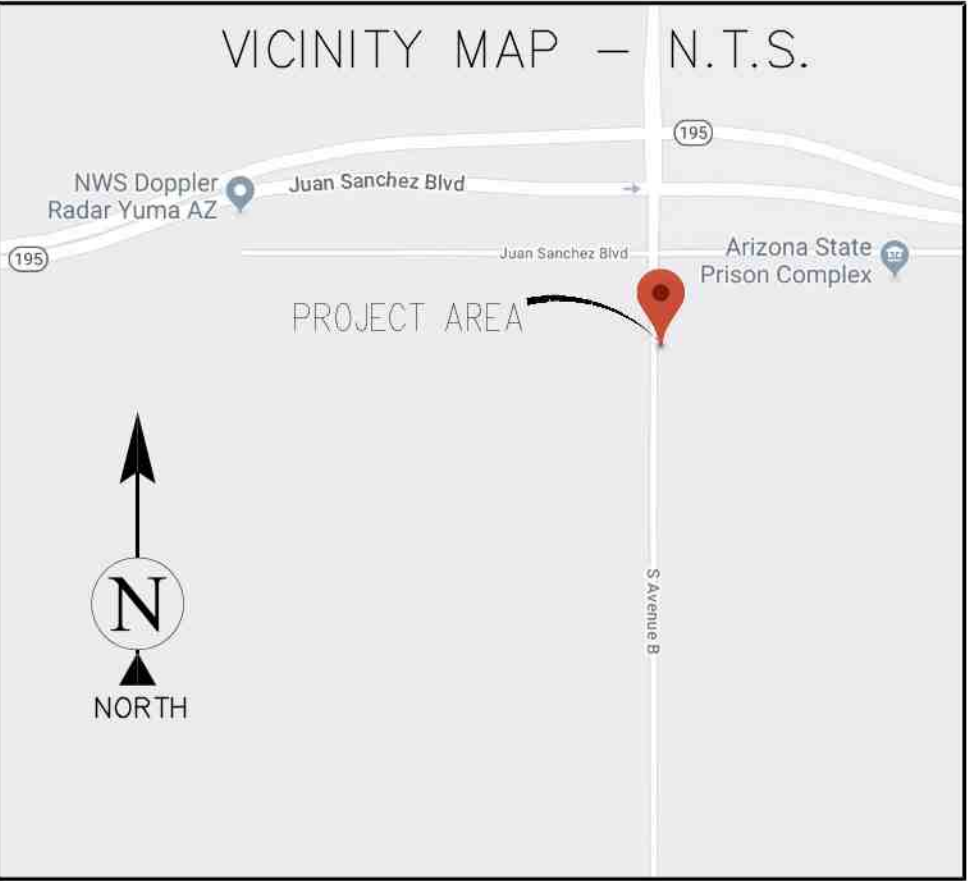
AN AREA CONTAINING 492 SQ. FT. MORE OR LESS.

AT&T UTILITY EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8: THENCE SOUTH 00°25'09" WEST, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, A DISTANCE OF 599.76 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°34'51" EAST, 47.32; THENCE NORTH 90°00'00" EAST, 16.00 FEET; THENCE SOUTH 00°00'00" EAST, 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43°15'41" WEST, 15.62 FEET; THENCE NORTH 90°00'00" WEST, 4.00 FEET; THENCE NORTH 00°00'00" EAST, 11.38 FEET; THENCE NORTH 90°00'00" EAST, 14.71 FEET TO THE POINT OF BEGINNING.

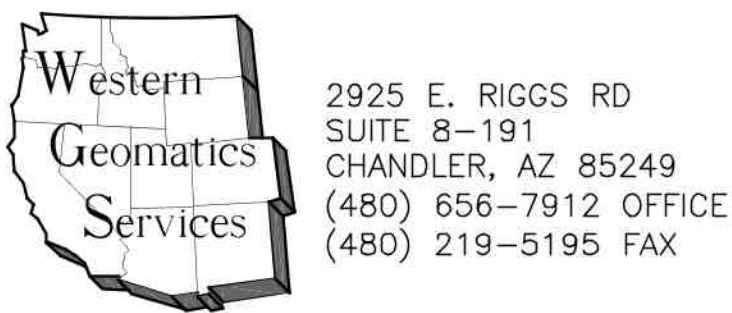
AN AREA CONTAINING 106 SQ. FT. MORE OR LESS.



LEGEND			
POB	POINT OF BEGINNING		SPOT ELEVATION
POT	POINT OF TERMINUS		POSITION OF
PUE	PUBLIC UTILITY EASEMENT		GEODETIC COORDINATES
ROW	RIGHT OF WAY		WATER CONTROL VALVE
DW	DRIVEWAY		FIRE HYDRANT
SW	SIDEWALK		POWER POLE
BCHH	BRASS CAP IN HANDHOLE		LIGHT POLE
BCFL	BRASS CAP FLUSH		SEWER MANHOLE
MCR	MARICOPA COUNTY RECORDS		FOUND AS NOTED
OVERHEAD ELECTRIC PROPERTY LINE CHAIN LINK FENCE			



1355 W. UNIVESITY DRIVE
MESA, AZ 85201-5419



B	9/02/20	TITLE REPORT REVIEW
A	1/13/19	SUBMITTAL
REV.	DATE	REVISION DESCRIPTION



PROJECT INFORMATION:
PROJECT: NEW SITE BUILD
SITE NO.: AZL02582
SITE NAME: APS SLAMMER
FA CODE: 14958769
USID: 275314

630' S. OF COUNTY 23rd ST.
ON SOUTH AVENUE B
SAN LUIS. AZ 85349

DRAWN BY: MC
CHECKED BY: JC

SHEET TITLE:
SITE SURVEY

SHEET NUMBER: SS-1
REV.: 1

SCHEDULE B EXCEPTIONS:
TITLE REPORT ORDER #2002533-L, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED 7/16/20.

1.

Taxes which may be assessed or levied subsequent to the effective date herein, and subsequent years.
(NOT PLOTTED, GENERAL EXCEPTION)
2.

Water rights, claims or title to water, whether or not disclosed by the Public Records.
(NOT PLOTTED, GENERAL EXCEPTION)
3.

Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
(NOT PLOTTED, GENERAL EXCEPTION)
4.

Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
(NOT PLOTTED, GENERAL EXCEPTION)
5.

The effect of Lien and Affidavit of Claim recorded in Docket 1346, Page 569; Thereafter Partial Release of Lien recorded in Docket 1368, Page 570.
(NOT PLOTTED, NOT SURVEY RELATED)
6.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
(NOT PLOTTED, NOT SURVEY RELATED)

Entitled: Offer to Lease and Lease for Oil and Gas Noncompetitive Acquired Lands Lease
Lessor: United States Department of the Interior Bureau of Land Management
Lessee: INEXCO Oil Company
Recording Date: April 2, 1987
Recording No: Docket 1529, Page 632

Assignment of the Lessee's interest under said lease,
Assignor: INEXCO Oil Company
Assignee: Roberts and Koch - 50%; Gruss Petroleum Corp. - 50%
Recording Date: 04/02/1987
Recording No: Docket 1529, Page 640

Assignment of Overriding Royalty in United States Oil and Gas Lease, recorded March 22, 1988 in Docket 1580, Page 490, an overriding royalty equal to 1% of 8/8ths;
Assignors: Roberts and Koch, a general partnership; and Gruss Petroleum Corp.
Assignees: William B. Morgan, Jr.

Assignment of the Lessee's interest under said lease,
Assignor: Roberts and Koch
Assignee: Mabee Petroleum Corp. - 10%; Robert M. Taubman - 2 1/2%;
William D. Rollnich - 2 1/2%; Petroleum, Inc. - 3%; Petroleum Technical Services Company - 1%; DCB Oil & Gas, Inc. - 1%
Recording Date: 03/22/1988
Recording No: Docket 1580, Page 569

Assignment of the Lessee's interest under said lease,
Assignor: Roberts and Koch
Assignee: Primary Fuels, Inc., a Texas corporation, an undivided 4.5% interest; Signal Petroleum Company, a Texas corporation, an undivided 0.5% interest
Recording Date: 03/22/1988
Recording No: Docket 1580, Page 735

Assignment of the Lessee's interest under said lease,
Assignor: Mabee Petroleum Corp., a subsidiary of Shell Western E&P Inc., a Delaware Corporation
Assignee: Citation 1987-II Investment Limited Partnership
Recording Date: 03/30/1989
Recording No: Docket 1632, Page 526

Assignment of the Lessee's interest under said lease,
Assignor: Primary Fuels, Inc.
Assignee: Geodyne Nominee Corporation, a Delaware Corporation
Recording Date: 04/17/1989
Recording No: Docket 1634, Page 928
(NOT PLOTTED, TOO GENERAL)

7.

All matters as set forth in Arizona Land Survey Corner Record recorded in Docket 2089, Page 319 and in Docket 2089, Page 321.
(NOT PLOTTED, NOT SURVEY RELATED)

8.

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: right of access
Recording Date: November 3, 1997
Recording No: 1997-28089
(PLOTTED)

9.

A resolution in favor of Yuma County

For: Resolution of Establishment
Recording Date: December 5, 2002
Recording No.: 2002-34869
(NOT PLOTTED, NOT SURVEY RELATED)

10.

A resolution in favor of Yuma County

For: Resolution of Establishment & Advance Acquisition
Recording Date: December 5, 2002
Recording No.: 2002-34870 and re-recorded February 10, 2003 in Recording No. 2003-04688
(NOT PLOTTED, NOT SURVEY RELATED)

11.

Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
Recording No: 2003-32328
(NOT PLOTTED, NOT SURVEY RELATED)

12.

A resolution in favor of Yuma County
For: Resolution of Establishment
Recording Date: December 9, 2003
Recording No.: 2003-44770
(NOT PLOTTED, NOT SURVEY RELATED)

13.

Matters shown on record of survey:
Recording No.: Book 1, Page 98 of Surveys
(NOT PLOTTED, NO AFFECT ON SURVEY)

14.

Matters shown on record of survey:
Recording No.: Book 3, Page 41 of Surveys
(NOT PLOTTED, NO AFFECT ON SURVEY)

15.

Matters shown on record of survey:
Recording No.: Book 5, Page 6 of Surveys
(NOT PLOTTED, NO AFFECT ON SURVEY)

16.

Any right, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
(NOT PLOTTED, NOT SURVEY RELATED)

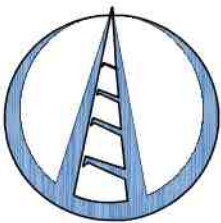
SCHEDULE B EXCEPTION NUMBER PER TITLE REPORT



1355 W. UNIVESITY DRIVE
MESA, AZ 85201-5419



BECHTEL INFRASTRUCTURE
AND POWER CORPORATION
2601 S. 37TH STREET, SUITE 200
PHOENIX, AZ 85034
PHONE: (623) 282-3050



Clear Blue

Services

3530 E. ALANTA AVE
PHOENIX, AZ 85040 602-426-9500



2925 E. RIGGS RD
SUITE 8-191
CHANDLER, AZ 85249
(480) 656-7912 OFFICE
(480) 219-5195 FAX

B	9/02/20	TITLE REPORT REVIEW
A	1/13/19	SUBMITTAL
REV.	DATE	REVISION DESCRIPTION



PROJECT INFORMATION:

PROJECT: NEW SITE BUILD
SITE NO.: AZL02582
SITE NAME: APS SLAMMER
FA CODE: 14958769
USID: 275314

630' S. OF COUNTY 23rd ST.
ON SOUTH AVENUE B
SAN LUIS. AZ 85349

DRAWN BY: MC
CHECKED BY: JC

SHEET TITLE:
SITE SURVEY

SHEET NUMBER: SS-2
REV.: 1

1. INSTALL ADDRESS PLACARD NEAR ENTRANCE GATE OF EQUIPMENT AREA (OR FACING STREET OF ASSOCIATED ADDRESS).

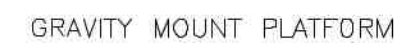
1. ADDITIONAL LIGHTING WILL BE INSTALLED IF REQUIRED BY MUNICIPALITY FOR SECURITY PURPOSES
2. ALL LIGHTING IS TO BE INSTALLED NO HIGHER THAN 8'-0", (UNLESS REQUIRED OTHERWISE BY INDIVIDUAL MUNICIPALITY).
3. ALL LIGHTING WILL BE THAT OF "FULL CUT OFF LENSES".

1. ADA COMPLIANCE: FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED.
2. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION.
3. THE ANTENNAS SHALL NOT INTERFERE WITH ANY EXISTING COMMUNICATION SITES.
4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
5. ALL ITEMS ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED.

1. SITE PLAN RENDERING DERIVED FROM DETAILS PROVIDED FROM SURVEY BY WGS & SITE AERIAL.
2. REFER TO AT&T SPECIFICATIONS FOR ADDITIONAL CARRIER INFORMATION/DETAILS.
3. G.C. TO VERIFY EXISTING FIELD CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION
4. G.C. TO BRING ALL EXISTING AND NEW EQUIPMENT INTO COMPLIANCE WITH GOVERNING CODES.
5. G.C. TO COLORCODE ALL NEW AT&T COAX TO CURRENT AT&T STANDARDS.

NONE

3



PRE-FABRICATED METAL WALK-IN CABINET (WIC) & GENERATOR ON GRAVITY MOUNT PLATFORM N.T.S.



ABBREVIATIONS:
(E) - EXISTING
(R) - RELOCATED
(N) - NEW
(F) - FUTURE

PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT OF WAY
DW	DRIVEWAY
SW	SIDEWALK

SYMBOLS:

	POSITION OF GEODETIC COORDINATES
	WATER CONTROL VALVE
	FIRE HYDRANT
	POWER POLE
	ELECTRIC MANHOLE
	TELCO MANHOLE
	FOUND AS NOTED

OVERHEAD ELECTRIC
BLUE STAKE POWER

PROPERTY LINE

BLUE STAKE GAS

NEW FIBER ROUTE

BLUE STAKE WATER



FULL SCALE
(22x34 SHEET ONLY) 1" = 40'

40 0 40 80



HALF SCALE
(11x17 SHEET ONLY) 1" = 80'

SCALE: 1" = 40'	1
-----------------	---



THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS
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ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES
TO AT&T WIRELESS IS STRICTLY PROHIBITED



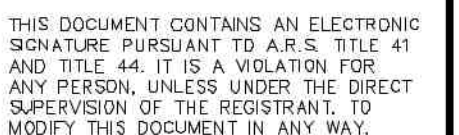
3530 E. ATLANTA AVE.
PHOENIX, AZ 85040 602-426-9500

PROJECT: NEW SITE BUILD
SITE NO.: AZL02582
SITE NAME: APS SLAMMER
FA CODE: 14958769
USID: 275314

7125 E. CESAR CHAVEZ BLVD.
SAN LUIS, AZ 85349

				
				
				
				
	11/20/20	ZONING ADDRESS	SLD	TB
	9/2/20	SURVEY UPDATE	SLD	TB
	1/14/2020	CLIENT COMMENTS	SLD	TB
	1/13/2020	ZONING DOCUMENTS	SLD	TB

—PROFESSIONAL SEAL—



PRELIMINARY UNLESS SIGNED

SDN

— SHEET TITLE —

OVERALL SITE PLAN

— SHEET NUMBER —

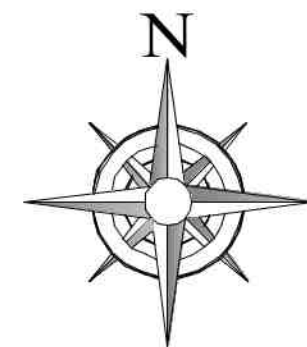
A-1

PRE-FABRICATED METAL WALK-IN CABINET (WIC) & GENERATOR ON GRAVITY MOUNT PLATFORM	N.T.S.	2	OVERALL SITE PLAN
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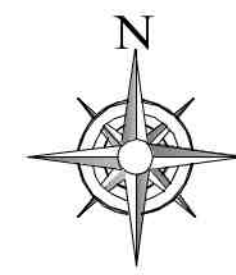
NEW ANTENNA CONFIGURATION TABLE					
	POSITION (# OR N/A)	1	2	3	4
SECTOR A	ANTENNA	(N) ANDREW-COMMSCOPE NNH4-65C-R6-V3 102.1lbs (96"x19.6"x7.8")			
	FEEDER LENGTH	±100 FT 7/8" COAX			
	AZIMUTH	0°			
	RAD CENTER	67'			
	TECHNOLOGY	LTE 1900, LTE AWS LTE 700			
	TMA	TMABPDB7823VG12A			
SECTOR B	RRH	B12/B14 AirScale Dual-band band RRH 4T4R 320W AirScale Dual RRH 4T4R B25/66 320W AHFIB			
	ANTENNA	(N) ANDREW-COMMSCOPE NNH4-65C-R6-V3 102.1lbs (96"x19.6"x7.8")			
	FEEDER LENGTH	±100 FT 7/8" COAX			
	AZIMUTH	120°			
	RAD CENTER	67'			
	TECHNOLOGY	LTE 1900, LTE AWS LTE 700			
SECTOR C	TMA	TMABPDB7823VG12A			
	RRH	B12/B14 AirScale Dual-band band RRH 4T4R 320W AirScale Dual RRH 4T4R B25/66 320W AHFIB			
	ANTENNA	(N) ANDREW-COMMSCOPE NNH4-65C-R6-V3 102.1lbs (96"x19.6"x7.8")			
	FEEDER LENGTH	±100 FT 7/8" COAX			
	AZIMUTH	240°			
	RAD CENTER	67'			
SECTOR D	TECHNOLOGY	LTE 1900, LTE AWS LTE 700			
	TMA	TMABPDB7823VG12A			
	RRH	B12/B14 AirScale Dual-band band RRH 4T4R 320W AirScale Dual RRH 4T4R B25/66 320W AHFIB			
	ANTENNA	(N) ANDREW-COMMSCOPE NNH4-65C-R6-V3 102.1lbs (96"x19.6"x7.8")			
	FEEDER LENGTH	±100 FT 7/8" COAX			
	AZIMUTH	0°			

RFDS ANTENNA CONFIGURATION TABLE

ANTENNA CONFIGURATION TABLE	N.T.S.	3
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SCALE: 1" = 1'-0"	2
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SCALE: 1/4" = 1'-0"	1
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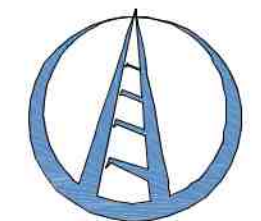


1355 W. UNIVERSITY DRIVE
MESA, AZ 85201-5419

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**BECHTEL INFRASTRUCTURE
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2601 S. 37TH STREET, SUITE 200
PHOENIX, AZ 85034
PHONE: (623) 282-3050



**Clear Blue
Services**
3530 E. ATLANTA AVE.
PHOENIX, AZ 85040 602-426-9500

PROJECT: NEW SITE BUILD
SITE NO.: AZL02582
SITE NAME: APS SLAMMER
FA CODE: 14958769
USID: 275314

7125 E. CESAR CHAVEZ BLVD.
SAN LUIS, AZ 85349

△					
△					
△					
△					
△	5	11/20/20	ZONING ADDRESS	SLD	TB
△	2	9/2/20	SURVEY UPDATE	SLD	TB
△	1	1/14/2020	CLIENT COMMENTS	SLD	TB
△	0	1/13/2020	ZONING DOCUMENTS	SLD	TB

PROFESSIONAL SEAL



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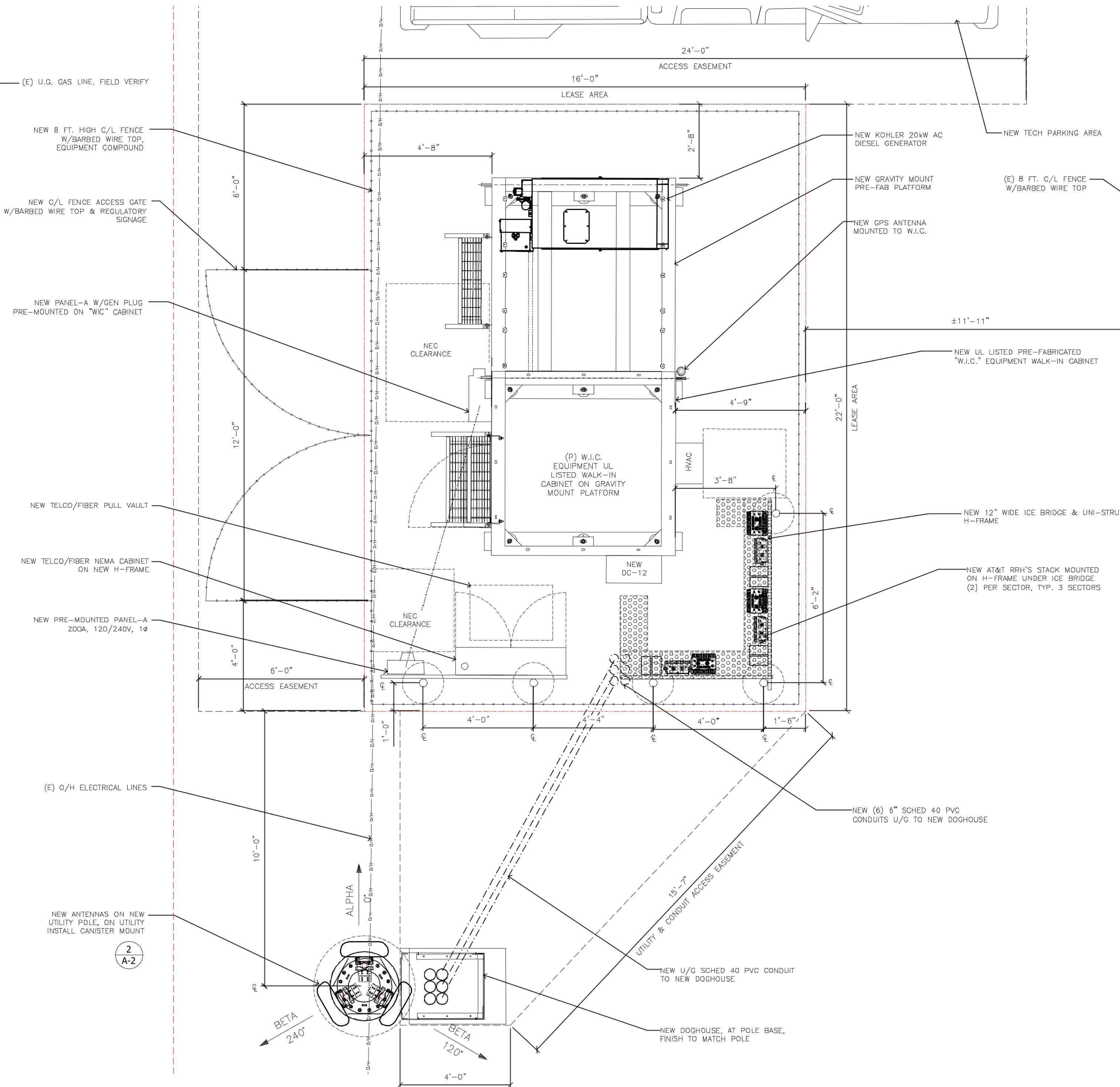
SDN

SHEET TITLE

EQUIPMENT COMPOUND
SITE PLAN

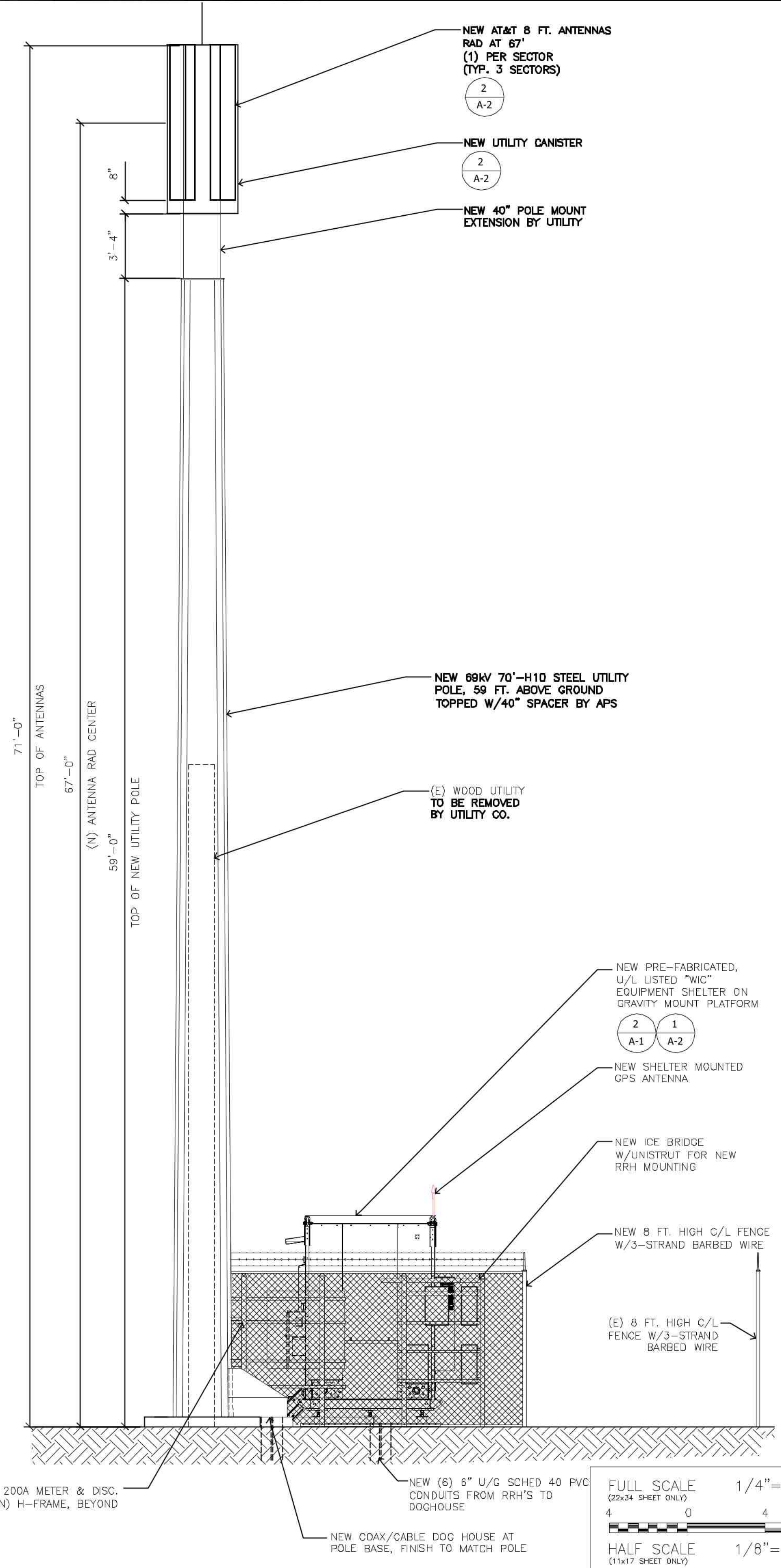
SHEET NUMBER

A-3



FULL SCALE 1/2" = 1'-0"
(22x34 SHEET ONLY)
2' 1' 0 2' 4'
HALF SCALE 1/4" = 1'-0"
(11x17 SHEET ONLY)

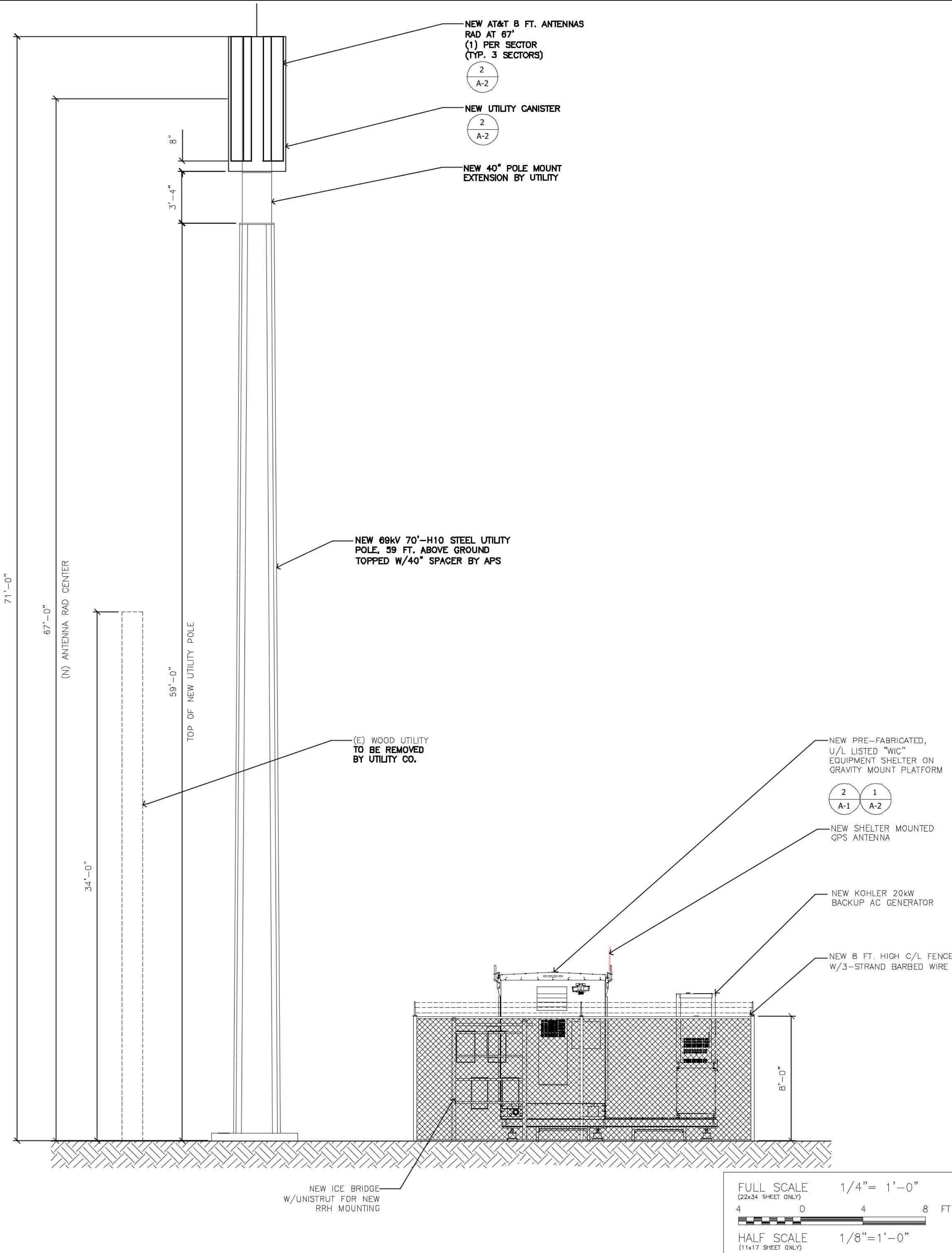
SCALE: 1/2" = 1'-0" 1



PROPOSED NORTH ELEVATION

SCALE: 1/4" = 1'-0"

2



PROPOSED WEST ELEVATION

SCALE: 1/4" = 1'-0"

1



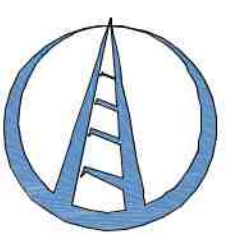
AT&T

1355 W. UNIVERSITY DRIVE
MESA, AZ 85201-5419

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	11/20/20	ZONING ADDRESS	SLD	TB	
	9/2/20	SURVEY UPDATE	SLD	TB	
	1/14/2020	CLIENT COMMENTS	SLD	TB	
	1/13/2020	ZONING DOCUMENTS	SLD	TB	

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PRELIMINARY UNLESS SIGNED

EXPIRES 9-30-2022

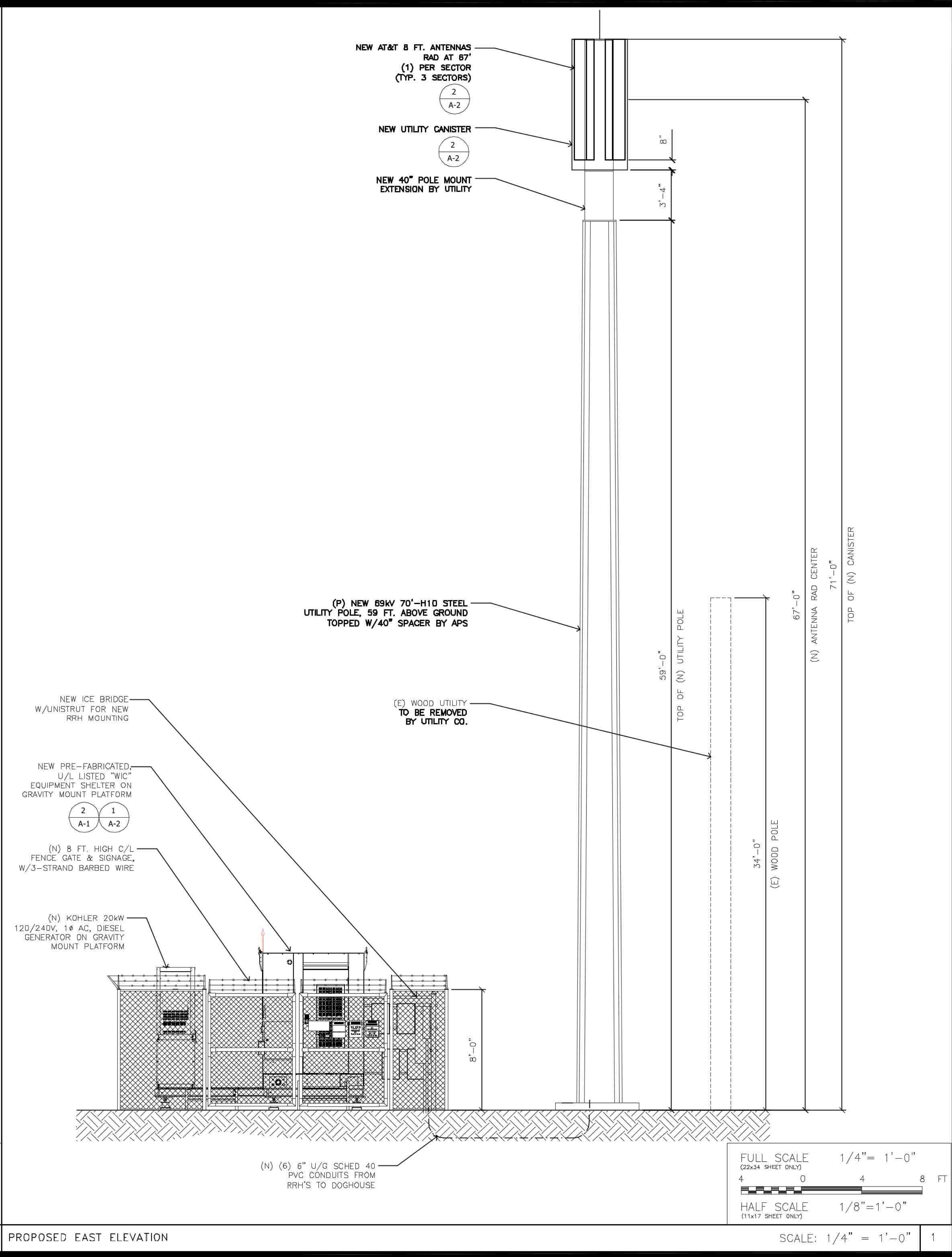
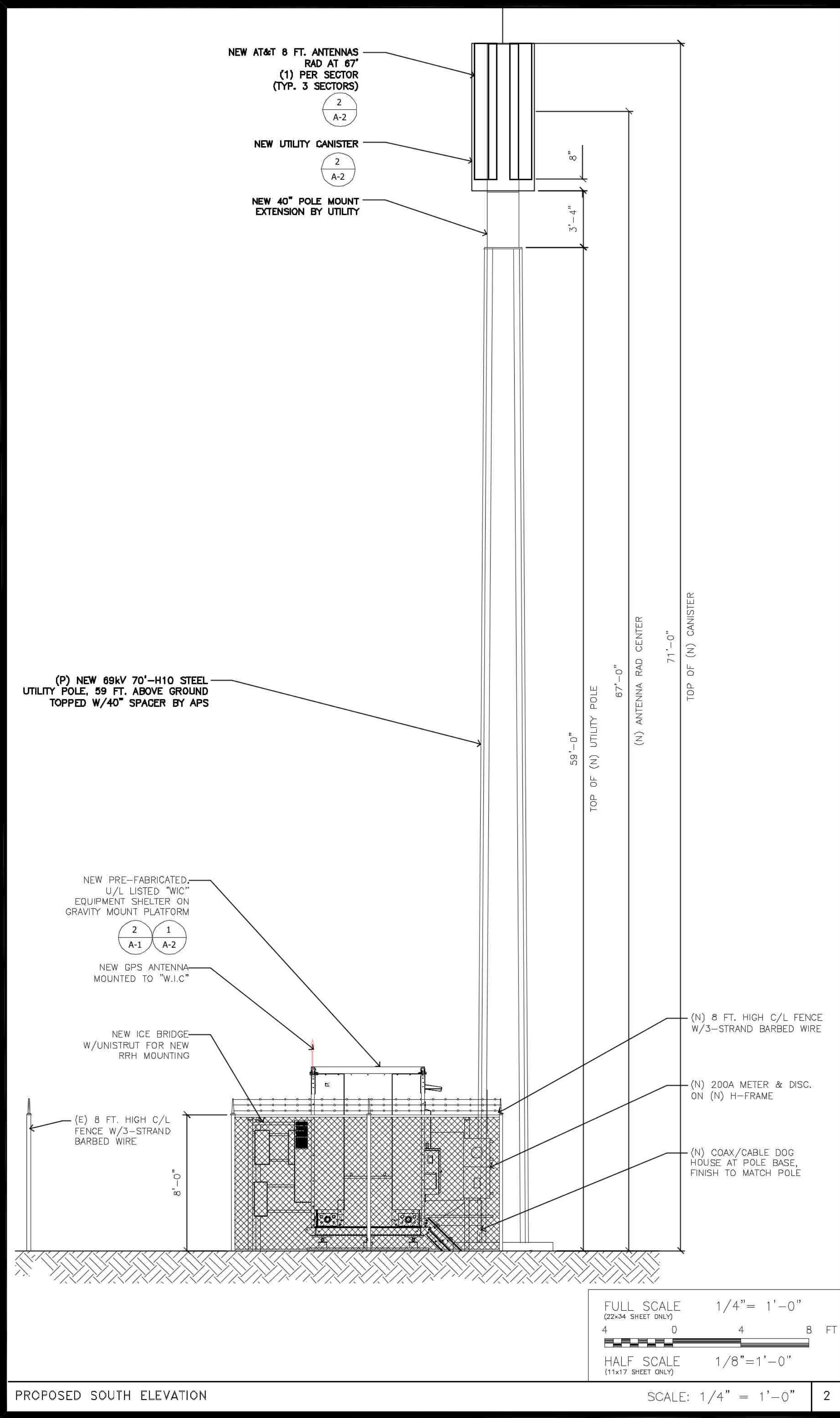
SDN

SHEET TITLE

ELEVATIONS

SHEET NUMBER

A-4





AT&T

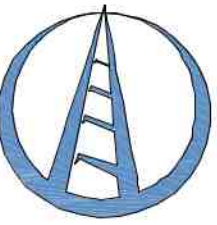
1355 W. UNIVERSITY DRIVE
MESA, AZ 85201-5419

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7125 E. CESAR CHAVEZ BLVD.
SAN LUIS, AZ 85349

△				
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△				
△	5	11/20/20	ZONING ADDRESS	SLD TB
△	2	9/2/20	SURVEY UPDATE	SLD TB
△	1	1/14/2020	CLIENT COMMENTS	SLD TB
△	0	1/13/2020	ZONING DOCUMENTS	SLD TB

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EXPIRES 9-30-2022

SDN

SHEET TITLE

ELEVATIONS

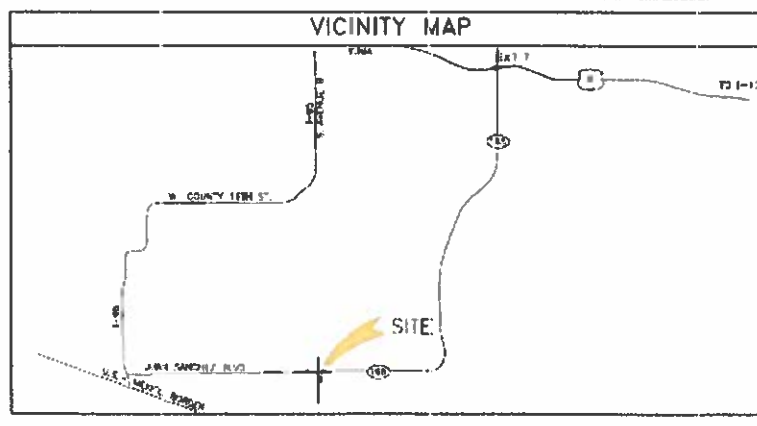
SHEET NUMBER

A-5

Conditional Use Permit Project Narrative

**WIRELESS COMMUNICATIONS FACILITY
UTILITY POLE CO-LOCATION FOR AT&T
IN C-2 Zoning District
October 30, 2020**

**"AT&T AZL02582-APS SLAMMER"
1230 South of County 23rd Street
On South Avenue B**



Submitted by Michael J. Campbell, Campbell A&Z, LLC
6880 W. Antelope Drive, Peoria, AZ 85383
602-616-8396 campbellaz1@earthlink.net

On behalf of
AT&T Wireless
1355 W University Dr
Mesa AZ 85034
Steve Olson
520-743-6087

CAMPBELL A&Z, LLC

On behalf of AT&T Wireless, I respectfully submit this Pre-Application package for your review and consideration. Upon completion of your review, please contact me if you have any questions and or need additional information.

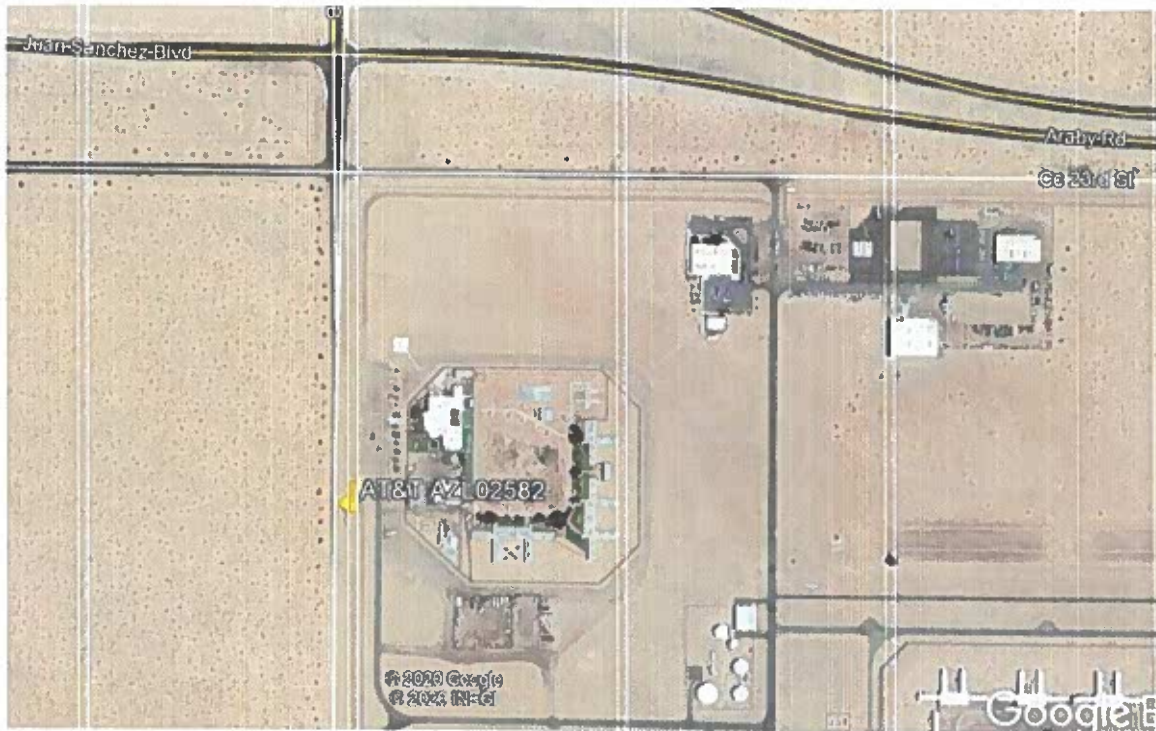


Michael J. Campbell
Campbell A&Z, LLC
602-616-8396, mobile
623-376-6380, office
campbellaz1@earthlink.net

**CONDITIONAL USE PERMIT
PROJECT NARRATIVE**

**WIRELESS COMMUNICATIONS FACILITY
UTILITY POLE CO-LOCATION FOR AT&T
IN C-2 Zoning District
October 30, 2020**

**“AT&T AZL02582-APS SLAMMER”
1230 South of County 23rd Street
On South Avenue B**



PURPOSE OF REQUEST

**CONDITIONAL USE PERMIT
WIRELESS COMMUNICATIONS FACILITY
UTILITY POLE CO-LOCATION
IN C-2 ZONING DISTRICT**

AT&T Wireless proposes to attach an antenna array to an existing APS electrical transmission tower located in an existing APS electrical easement, and to construct a new equipment compound south of the APS pole. The new

equipment compound will be adjacent to the APS pole on State of Arizona land, with the Department of Administration.

DETAILS OF THE PROJECT

- Installation of a replacement steel APS pole. The new APS pole will be 59' out of ground. The steel pole replaces a 34' wood APS pole. The new APS steel pole is approx 47' east of the Avenue B centerline.
- Installation of a new antenna array for AT&T at the 67' level on the new steel APS pole.
- Construction of a new 8' tall chain link fence and access gate to enclose the lease equipment lease. The equipment area will be set to the north of the APS pole.
- Installation of a new AT&T walk-in equipment cabinet as shown on the site plan, in the new fenced area.
- Access to the site is via South Avenue B.

PROPERTY SETBACK DIMENSIONS FROM THE UTILITY POLE

Per Section 152.318 (C)

Facilities that are located on streetlights, traffic signal poles, 69 kv or above, and existing electrical utility poles are exempt from setback requirements.

RELATIONSHIP TO SURROUNDING PARCELS

The surrounding parcels development status is as follows:

North: undeveloped

South: undeveloped

East: APN# 228-00-009 State Prison

West: APN#228-00-002 USA undeveloped

LOCATION AND ACCESIBILITY

The existing WCF is located on a parcel that fronts to South Avenue B. The site is accessed from South Avenue B then east to the site.

CIRCULATION SYSTEM

The traffic generated by the WCF is minimal, with a monthly service technician visit as standard.

DEVELOPMENT SCHEDULE

The AT&T/APS project will be scheduled after issuance of the Building Permit by the City of San Luis.

COMMUNITY FACILITIES & SERVICES

The proposed WCF will not provide any Community Services or Facilities; nor will the WCF require any Community Services or facilities during its operation.

PUBLIC UTILITIES AND SERVICES

The proposed WCF is an unmanned facility that will not require public water or sewer services. The WCF will obtain electrical and telephone services from the local service providers.

UTILITY COMMITMENT TABLE

WATER: N/A
SEWER: N/A
ELECTRIC: APS
TELEPHONE:
CABLE: N/A
REFUSE: N/A
POLICE: City of San Luis
FIRE:

LANDSCAPE, SIGNAGE AND SCREEN WALLS

The new WCF has no planned landscaping.

The signage at the proposed WCF is limited to the FCC required postings, and a cell site identification/emergency contact notification sign. There will not be any commercial signage at the proposed WCF.

The site will have one exterior light mounted at the doorway(s) to the equipment cabinet for the safety of the service technician. The light(s) is typically on a motion sensor and is not dusk to dawn device.

mjc, 10/30/20



November 24, 2020

CONDITIONALCASE NUMBER: 2020-0661

CASE SUMMARY: A request by FM Group, Michael J. Campbell on behalf of State of Arizona, Department of Administration c/o General Services Division, owner, for a Conditional Use Permit as per Section §152.076 (C-16) of the City of San Luis Code of Ordinances. This is to allow the installation of a new wireless communication facility on an APS replacement pole and associated carrier equipment compound in a Rural Area Residential (RA-10) zoning district, Assessor's Parcel No. 228-00-009, located at 7125 East Cesar Chavez, Boulevard, San Luis, Arizona.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
5th day of January 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: January 12, 2021

COMMENTS DUE: December 9, 2020

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,
Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map and Plat

.....
☒ COMMENTS ☐ NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

11/24/20

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov

TOWER REQUEST INFORMATION FOR
MARINE CORPS AIR STATION (MCAS) YUMA
October 2018

1. Jurisdiction (city or county):
2. Tower Name:
3. Tower Company:
4. Tower Owner:
5. Tower Point of Contact (POC):
6. POC Contact Information:
7. POC Email information:
8. Tower Location (Address)
9. Coordinates: Latitude: _____ Longitude: _____
10. Coordinate Datum: NAD 83 _____ NAD 27 _____ Other _____
11. Nearest public use or Military Airport or Heliport:
12. Nearest City /State:
13. Distance from #11 to Structure:
14. Direction from # 11 to Structure:
15. Vertical Datum:
16. Assessor Parcel Number (APN):
17. Type of Tower:
18. Site Elevation (AMSL): _____ ft
19. Total Structure (Tower) Height (AGL) : _____ ft
20. Overall Height #18 + # 19 (AMSL): _____ Ft
21. Frequencies (Transmit, Receive, Output, etc.):
22. Effective Isotropic Radiated Power (EIRP):
 - Actual Power of transmitter w/cable line loss:
 - Transmitter power in watts:
 - Gain of antenna for transmit:
 - Gain of antenna for receive:
23. Is tower new construction? Yes _____ No _____
24. Antenna replacement or upgrade only? Yes _____ No _____
25. Is tower lighted? Yes _____ No _____
26. If no, is tower to be lit? Yes _____ No _____

27. Has FAA Form 7460-1, Notice of Proposed Construction of Alteration, been filed with FAA? Yes _____ No _____ Not applicable _____
28. Previous FAA Aeronautical Study Number (if applicable) _____
29. Has FCC been notified? Yes _____ No _____ Not applicable _____
30. If yes, FCC response: _____
31. Please attach a description of the location: maps, site plans and other information (USGS 7.5 minute Quadrangle Map with precise site marked and any certified survey requested): _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. F.

Meeting Date: 01/27/2021

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2020-0795. A request by La Malquerida LLC, owners, for a conditional use permit to allow outdoor live entertainment on property located at 811 N. Cesar Chavez Street, San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close public hearing
- C. Action on Conditional Use Permit Case No. 2020-0795

SUMMARY:

This is a request by La Malquerida LLC, owners, for a Conditional Use Permit to allow outdoor live entertainment as per Section 152.106 C.3 (Neighborhood Commercial, C-1 zoning district) of the City of San Luis Code of Ordinance. The property is located at 811 N. Cesar Chavez Street, PID #775-38-204, San Luis, Arizona.

CITIZEN REVIEW MEETING:

As required by State Statute and the City Code, a Citizen Review Meeting was held on January 12, 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the conditional use application, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference, however, the city received 29 opposition letters from neighboring properties against the approval of this conditional use permit and was mentioned during the Citizen Review Meeting.

GENERAL PLAN:

This area is designated as Activity Center in the City of San Luis 2020 General Plan. The Activity Center Land Use Designation is intended to include a mixture of residential, commercial, office and other employment uses. The property is zoned as Neighborhood Commercial (C-1); the zoning and the proposed use are appropriate in the Activity Center designation.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (34 properties).

As mentioned before the city received 29 letters of opposition for the approval of this project. From those 29, 15 properties were within the 300 feet notice area. The city also received an email from Alfonso Avila, recommending limiting the hours of operations of live entertainment to Fridays and Saturdays only.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission held a public hearing regarding this item during a special meeting held on January 19, 2021. Due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting.

Staff presented the items and mentioned the 29 letters of opposition received by the neighbors, the email from the neighbor recommending to allow events only on Fridays and Saturdays, and the request of the applicant to allow events until 2:00 A.M. on Fridays and Saturdays. Staff recommended approval of the request with conditions on the hour of operations limiting the events to one per week ending at 2:00 A.M. and not allowing loud music after 10:00 P.M. during any other day. The commission recommended approval with the conditions presented by staff.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for review of the Conditional Use Permit.

The Conditional Use Permit is to allow outdoor live entertainment at 811 N. Cesar Chavez Street, a property zoned Neighborhood Commercial (C-1).

Staff recommends approval of Conditional Use Permit Case No. 2020-0795 with the following conditions:

1. Conditional Use will be valid for one (1) year. After the year, the applicant will resubmit the application, and staff will review any complaints during the said time frame.
2. Only **ONE (1)** outdoor live entertainment event per week ending at 2:00 A.M. either Friday or Saturday. On any other days, no loud music should be play after 10:00 P.M.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

1. Staff and/or applicant presentation

2. Call to the public on this item

B. I MOVE TO CLOSE PUBLIC HEARING

C. I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2020-0795 WITH CONDITIONS AS PRESENTED BY STAFF.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

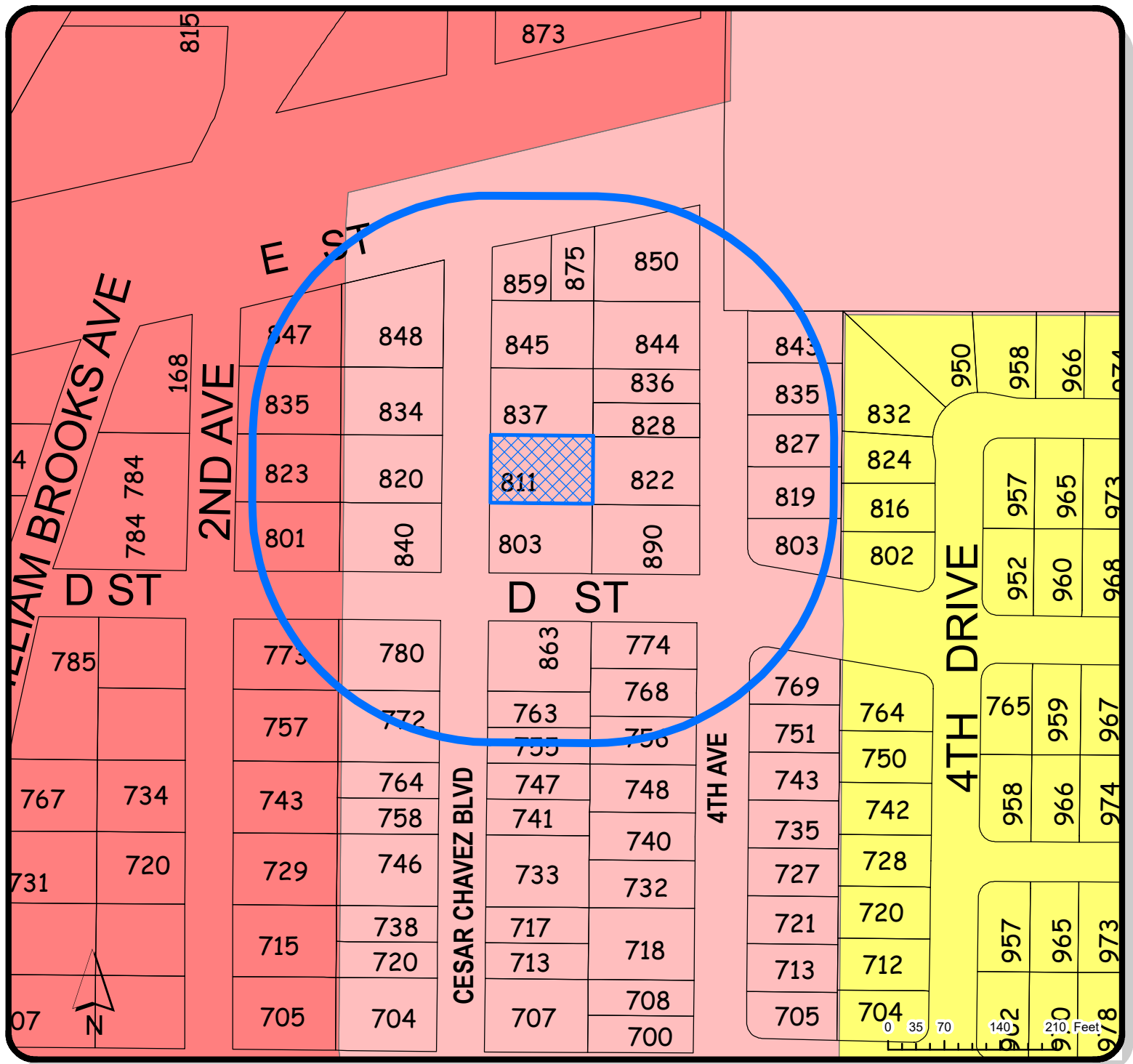
Attachments

Location Map

Request from Owner

Letters from 29 neighbors

Email from Alonso Villa



LOCATION OF SUBJECT PROPERTY



811 N CESAR CHAVEZ BLVD

LOCATION MAP

Zoning

SINGLE RESIDENCE ZONING DISTRICTS

R1-8

COMMERCIAL ZONING DISTRICTS

C-2

C-1

CONDITIONAL USE PERMIT

CASE #

2020-0795

DATE:

12/29/2020

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN

Jose A. Guzman

From: mario buchanan <desoe.8653@yahoo.com>
Sent: Tuesday, January 19, 2021 3:43 PM
To: Jose A. Guzman
Cc: Roman Pacheco
Subject: [EXTERNAL] Case CUP 2020-0795

This message originated from outside your organization

[Sent from Yahoo Mail for iPhone](#)

To whom it concern:

For the conditions that staff is proposing I would like to amend option 2 of hours of operations instead of having the allowed times from either friday or saturday the propose time of 12 am midnight in case of any live event I suggest to be considerate that to 2am due to live event at late evening thankyou!

Mario A. Buchanan

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Rosario Flores, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Rosario Flores 01-11-2021
Signature Date

204 St. 823
Address / PO BOX
PMB 990 P.O. 76

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Enrique Jose Guzman, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Enrique Jose Guzman 1/11/21
Signature Date

2nd Ave 823
Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Margarita Ramirez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Margarita Ramirez

Signature

01, 11, 2021

Date

844 4th Street San Luis AZ

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Manuel Gomez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Manuel Gomez 01-11-2021
Signature Date

844 4TH AVE. TRAILA. #1
Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

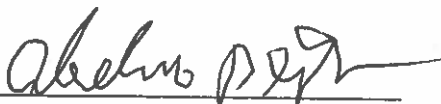
I , as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

 01-11-2021
Signature Date

844 4ta ave. traila 2
Address / PO BOX 12530

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Ruben Lopez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Ruben Lopez

Signature

01-11-2021

Date

844 4th ave. espacio 4

Address / PO BOX

990 Pmb 961 San Luis Az

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:37

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Luz Maria Cabrera de Reyes, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Luz Maria Cabrera de Reyes 01/11/21
Signature Date

844 4ta ave. Fratta 6
Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Tesús Triguero R, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

TTR

Signature

01/11/2021

Date

844 4th ave. Traila #

Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

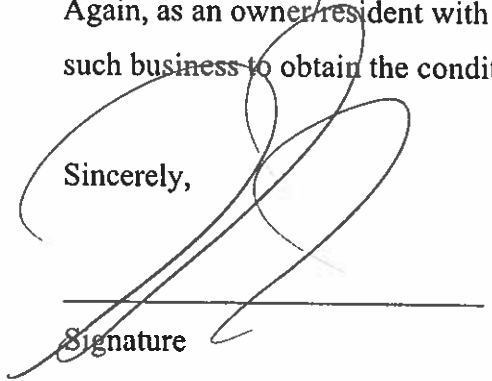
I Jesus Ochoa, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,


Signature

1/11/21
Date

837 Cesar Chavez PO BOX 10521

Address / PO BOX

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

I LUZ E. Cabrer, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Luz E. Cabrer

Signature

01-10-21

Date

820 N. Cesar Chavez St. P.O. Box 4095

Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Maricela Peña, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Maricela Peña

01-11-20

Signature

Date

834 Cesar Chavez St.

Address / PO BOX P.O. Box 3646
San Luis Az
85349

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Carlos E. Peña, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Carlos E. Peña

Signature

1-11-21

Date

834 CESAR CHAVEZ ST. / PO. BOX 3644

Address / PO BOX

SAN LUIS, AZ 85349

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I JOSE VILLA, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Jose Villa

Signature

01/11/21

Date

763 N. Cesar Chavez ST.

Address / PO BOX 1532 SAN LUIS AZ.

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Lorena Polanco, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Lorena Polanco

Signature

01-11-21

Date

863 CESAR CHAVEZ ST.

Address / PO BOX 1109

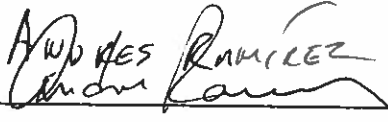
January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

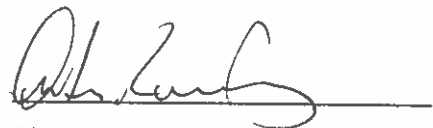
I , as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,



Signature

01-11-2021

Date

827- 4th AV

Address / PO BOX

P.O. Box 5954

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

16
RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Pablo Figueroa, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Pablo Figueroa
Signature

01/10/2021
Date

774 4th AVE. P.O. #2078
Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Jose A. Rivera, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Jose A. Rivera

Signature

01-11-21

Date

828 4TA AV PMB/97 PO Box 7410 CUARTO 3

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Miguel Hernandez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Miguel Hernandez

Signature

01 11 21

Date

828 4ta ave. CoarTo 1

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Armando Campa, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Armando

Signature

01-11-21

Date

890 4th Ave Dist. PMB 6810-325

Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:39

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Abraham Vasquez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Abraham Vasquez

1-11-21

Signature

Date

859 Cesar Chavez Pobox 14582

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:39
DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

Ignacio Felix F, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Ignacio Felix

Signature

1/11/21

Date

244. 835 . PO BOX 4200

Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Andres Martinez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Andres Martinez

Signature

1/11/21

Date

769 N. 4ave. P.O. BOX 2966 San Luis AZ

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Rebecca Bustamante, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Rebecca Bustamante

Signature

01-11-21

Date

760 4th Av. 1071 San Luis AZ.

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I NORMA CAMARILLO, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

NORMA CAMARILLO S.

Signature

01/11/2021

Date

773 N 2ND AP. #B SAN LUIS AZ

Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

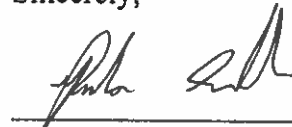
I Priscila Sandoval, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,


Signature

01-11-21
Date

773 2 AV ART "C" PO Box-2954
Address / PO BOX

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Ramona Ramirez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Ramona Ramirez 01/11/21
Signature Date

863 Cesar Chavez A.P. B
Address / PO BOX 773

January 11, 2021

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

RECEIVED

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Rosa Ramirez, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

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La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Rosa Ramirez

Signature

01/11/2021

Date

890 1st casa 3 * Pobox 4208

Address / PO BOX

January 11, 2021

RECEIVED

Dear Jose A. Guzman,
(Director of Planning & Zoning Department)

2021 JAN 12 AM 11:40

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

I Manuel Lopez CESAR N. CHAVEZ, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349; I do not agree with the proposal that La Malquerida Food Court LLC is requesting for the conditional permit for "live entertainment".

This conditional permit would allow La Malquerida Food Court LLC, located at 811 North. Cesar Chavez ST, San Luis, Az, 85349, to have outdoor "live entertainment" which is a disruption of our residential peace. Previously to La Malquerida Food Court LLC's request for such permit, such business started to provide "live entertainment" since September 11, 2020 without a permit.

La Malquerida Food Court has been illegally providing their customers with "live entertainment" already without such permit. Such business has caused a disruption in my residence. The "live entertainment" that La Malquerida provides is extremely loud and goes into long hours of the night within my residential area.

Again, as an owner/resident with in the 300 feet of La Malquerida Food Court LLC, I oppose for such business to obtain the conditional permit for "live entertainment".

Sincerely,

Manuel Lopez

Signature

01/01/2020

Date

PO BOX 2542 SAN LUIS AZ 85349 845

Address / PO BOX

RECEIVED

2021 JAN 12 AM 11:40

Yo ~~no~~ estoy ~~de~~ DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

de que se de un
permiso 'live entertainment'
al negocio La mal querida
food court llc 811 N Cesar
Chavez St San Luis, AZ.

Arsenio Padilla

890 4 Avenida
PO Box 1819
San Luis AZ.

(928) 627 - 8522

Jose A. Guzman

From: alfonsoavilajr@hotmail.com
Sent: Friday, January 15, 2021 2:08 PM
To: P&Z
Subject: [EXTERNAL] Comentario Caso No. 2020-0795

This message originated from outside your organization

Saludos,

Yo soy habitante del hogar detras del local "La Malquerida" y eh vivido alli mismo desde 1987. Aunque entiendo que San Luis, AZ ha estado pasando por un periodo de desarrollo economico muy importante para la ciudad pido algo de consideracion en cuanto las actividades que afectan el lugar donde yo vivo. Pido que limiten actividades que durarian hasta tarde en la noche a los dias Viernes y Sabado debido a que soy trabajador agricola y mi trabajo require levantarme temprano.

Les recuerdo que la ciudad tomo el paso de convertir el lugar donde yo vivo en zona comercial a pesar de ya ser zona residencial casi completamente desarrollada ignorando todo el lugar abierto por Juan Sanchez Boulevard. Creo que es importante ser buenos vecinos y no causar disturbios innecesarios. Yo respetare las actividades de el local mientras respeten mi paz y tranquilidad. Gracias por su atencion.

Atentamente

Alfonso Avila