



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, May 12, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.02, 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, 12 de Mayo del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AMENDED AGENDA
5/11/2021

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 12, 2021
7:00 p.m.

The May 12, 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. The city will receive public comments by email at cityclerksoffice@sanluisaz.gov any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. 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 12 de Mayo 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. La ciudad recibirá comentarios del público por correo electrónico a cityclerksoffice@sanluisaz.gov en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. Cualquier comentario recibido por correo electrónico 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 del 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 del 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 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 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PRESENTATION**
4. A. Presentation on any and all matters regarding Yuma Metropolitan Planning Organization comprehensive multi-agency transportation planning program by Mr. Paul Ward, Executive Director. **(Paul Ward, Executive Director to Yuma Metropolitan Planning Organization)** **Presentation Done**
5. **CONSENT AGENDA**
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
5. A. **MINUTES OF** **Approved**
 - Regular Council meeting held April 14, 2021
 - Budget Retreat held April 16 and 17, 2021
 - Regular Council meeting held April 28, 2021
5. B. **DISBURSEMENTS FROM APRIL 22, 2021 TO MAY 3, 2021** **Approved**
Total Disbursements \$639,162.09
(Six Hundred Thirty-Nine Thousand, One Hundred, Sixty-Two Dollars and Nine Cents)
5. C. Discussion and possible action on any on all matters regarding the purchase of outdoor fitness equipment for city parks and pathways. **(Lizandro Galaviz, Director of Parks and Recreation)** **Approved**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks' presentation during the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks & Recreation)** **Approved**
6. B. Discussion and possible action on any and all matters regarding the Los Portales Del Alamo Roadway Paving Project - Phase 2 (Part of Rio Sonora Street, Part of San Felipe Street, and El Desierto Drive). **(Eulogio Vera, Director of Public Works)** **Approved**

6. C. Discussion and possible action on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. **(Jose A. Guzman, Director of Planning & Zoning)** **Approved**
6. D. Discussion and possible action on any and all matters regarding Resolution No. 2174. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.). **(Glenn Gimbut, Assistant City Attorney; Jose Guzman, Director of Planning & Zoning; Eulogio Vera, Director of Public Works and Ron Pickett of Arizona Green Power)** **Continued**
6. E. Discussion and possible action on any and all matters regarding Resolution No. 2175. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record those certain documents filed with the City Clerk and titled "Code of Ordinances of the City San Luis, Arizona." **(Sonia Cornelio, City Clerk)** **Approved**
6. F. Discussion and possible action on any and all matters regarding Ordinance No. 415. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting a Code of Ordinances for the City of San Luis, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of San Luis dealing with subjects embraced in such Code of Ordinances with Code Publishing Company; repealing any conflicting provision; providing for severability; and providing for penalties. **(Sonia Cornelio, City Clerk)** **Approved**
- A. Action on Reading of Ordinance No. 415 by title only**
(City Clerk to read the ordinance by title only)
- B. Action and adoption of Ordinance No. 415**
7. **SUMMARY OF CURRENT EVENTS** **Informational Update**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).
8. **ADJOURNMENT 7:55 P.M.**



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 05/12/2021

Presentation Topic/Summary:

Presentation on any and all matters regarding Yuma Metropolitan Planning Organization comprehensive multi-agency transportation planning program by Mr. Paul Ward, Executive Director. **(Paul Ward, Executive Director to Yuma Metropolitan Planning Organization)**

Attachments

YMPO Presentation

YMPO Presentation to the San Luis City Council

- ❖ YMPO is designated as the MPO for the Yuma metro region, including ALL of Yuma County, since 1983. YMPO has to:
 - ❖ Long-Range Transportation Plan (LRTP or RTP);
 - ❖ Transportation Improvement Program (TIP);
 - ❖ Air Quality Conformity Analysis;
 - ❖ A Work Program and Budget (UPWP);
 - ❖ Annual Financial Audit;

YMPO Works with ALL of the Agencies Responsible for Transportation

- ❖ The Arizona Department of Transportation (ADOT);
- ❖ The City of San Luis;
- ❖ Yuma County;
- ❖ The Town of Wellton;
- ❖ The City of Yuma;
- ❖ The City of Somerton;
- ❖ The Cocopah Indian Tribe; and
- ❖ FHWA, FTA, Quechan Indian Tribe and the Imperial County Transportation Commission.

Working with ADOT



- ❖ The Arizona State Transportation Board (AZSTB) is responsible for establishing State Highway Routes.
- ❖ Policy powers from the Governor and advise the Director of ADOT.
- ❖ 5-Year Facilities Construction Program.

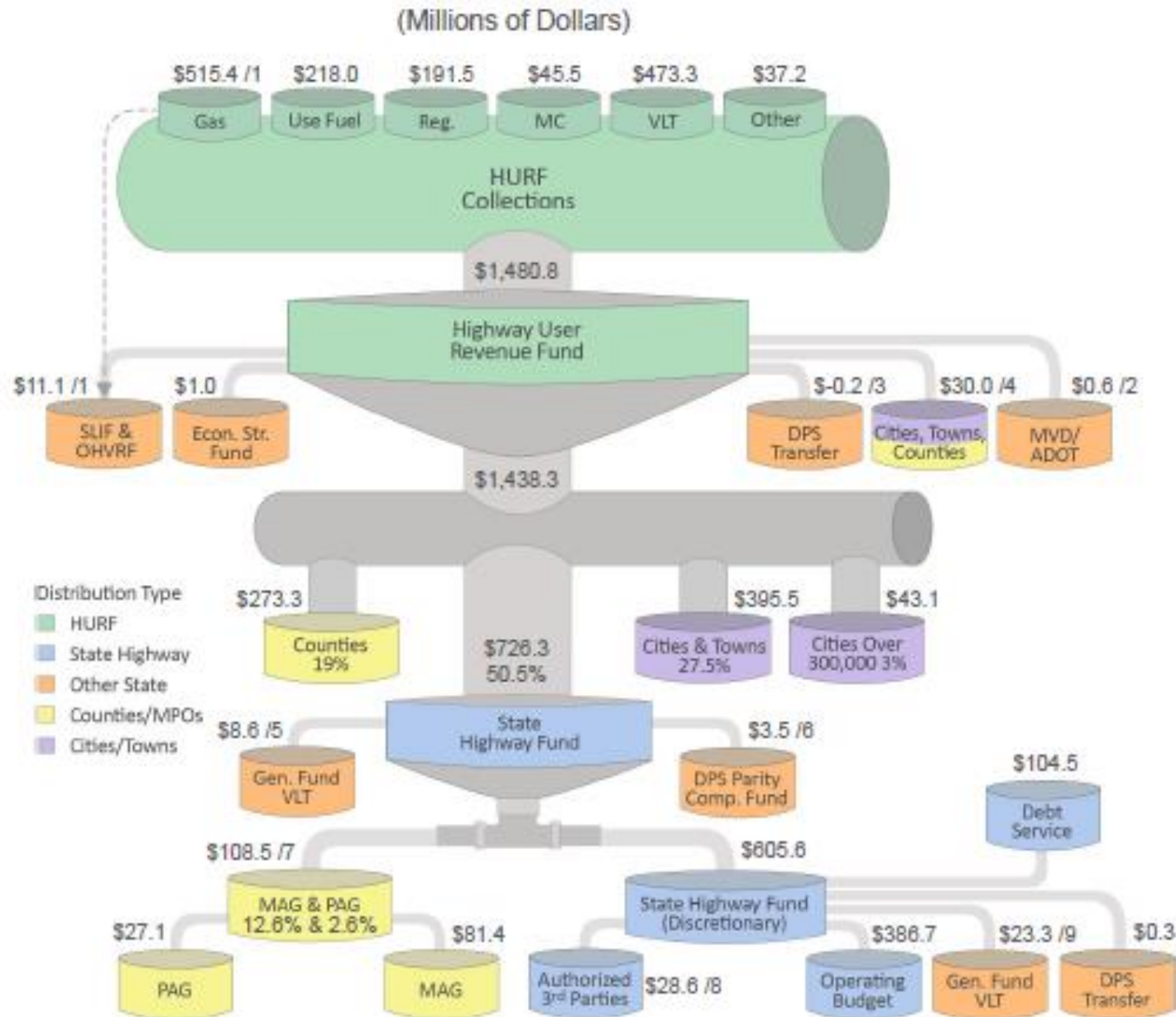
5-Year Facilities Transportation Construction Program



Arizona State Transportation Board

- ❖ In 2020, they had \$800 million in Federal funds and \$1.5 billion in State funds;
- ❖ Fed. Funds come mainly from Fuel taxes and go to:
 - ❖ \$80 million direct to MAG and PAG and another 50% of ADOT funds (+\$360 million);
 - ❖ AZSTB (ADOT) programs the remaining \$280 million;
 - ❖ ADOT gives less than \$10 million to 'rural' MPOs;
 - ❖ YMPO receives about \$1 million per year.

State Transportation Funding for Arizona

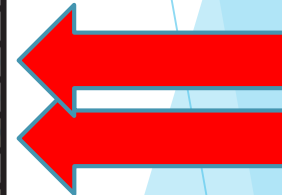


State Transportation Funds for Arizona (HURF)

- ❖ \$40 million off the top to various programs;
- ❖ Counties (\$273 million);
- ❖ ALL Cities & Towns (\$396 million - last year the City of Yuma received just under \$8.2 million in HURF);
- ❖ Cities over 300,000 (\$43 million);
- ❖ Another \$100 million to MAG and PAG;
- ❖ ADOT Operations (\$386 million);
- ❖ Debt service and other costs (\$200 million);
- ❖ Statewide projects (< \$170 million).

Total Transportation Funding for Arizona

Summary of Dollars by Section (\$000)						
Section I, Highways						
County	2021	2022	2023	2024	2025	Grand Total
Apache	\$21,479,000	\$2,028,000	\$0	\$2,200,000	\$7,400,000	\$33,107,000
Cochise	\$18,921,000	\$17,887,000	\$236,861	\$24,319,626	\$5,000,000	\$66,364,487
Coconino	\$38,867,000	\$16,077,000	\$5,900,000	\$0	\$0	\$60,844,000
Gila	\$10,920,000	\$33,069,934	\$0	\$0	\$0	\$43,989,934
Graham	\$570,000	\$0	\$7,700,000	\$0	\$0	\$8,270,000
Greenlee	\$0	\$0	\$0	\$0	\$0	\$0
La Paz	\$1,400,000	\$0	\$25,500,000	\$6,600,000	\$6,000,000	\$39,500,000
Maricopa	\$149,840,000	\$150,786,000	\$132,156,000	\$4,200,000	\$0	\$436,982,000
Mohave	\$67,453,000	\$11,500,000	\$98,342,000	\$70,000,000	\$0	\$247,295,000
Navajo	\$73,214,000	\$7,000,000	\$14,963,062	\$3,225,922	\$5,000,000	\$103,402,984
Pima	\$42,797,457	\$34,969,000	\$21,250,000	\$0	\$0	\$99,016,457
Pinal	\$2,073,109	\$22,880,865	\$9,543,047	\$4,324,494	\$0	\$38,821,515
Santa Cruz	\$2,270,000	\$200,000	\$0	\$500,000	\$0	\$2,970,000
Yavapai	\$32,463,000	\$52,668,000	\$14,125,819	\$3,134,773	\$7,000,000	\$109,391,592
Yuma	\$34,340,000	\$0	\$29,250,000	\$0	\$0	\$63,590,000
Statewide	\$350,000	\$7,882,000	\$0	\$0	\$0	\$8,232,000
Statewide by County Total	\$496,957,566	\$356,947,799	\$358,966,789	\$118,504,815	\$30,400,000	\$1,361,776,969
Subprograms	\$97,262,434	\$143,759,201	\$163,010,211	\$378,618,185	\$507,192,000	\$1,289,842,031
Statewide Total	\$594,220,000	\$500,707,000	\$521,977,000	\$497,123,000	\$537,592,000	\$2,651,619,000
Section II, MAG Regional Transportation Plan: Freeway Program						
MAG Life Cycle Summary Total	\$ 616,040,171	\$ 479,023,798	\$ 357,559,068	\$ 536,665,525	\$ 507,078,881	\$ 2,496,367,443
MAG System wide Summary Total	\$ 16,120,000	\$ 31,439,000	\$ 30,755,000	\$ 31,695,000	\$ 31,895,000	\$ 141,904,000
MAG Total	\$ 192,814,000	\$ 462,037,874	\$ 475,738,827	\$ 353,434,185	\$ 520,955,407	\$ 2,638,271,443
Section III, PAG Regional Transportation Authority Highway Program						
PAG Summary Total	\$ 118,120,000	\$ 101,497,000	\$ 51,286,000	\$ 25,726,000	\$ -	\$ 296,629,000
PAG Region wide Summary Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAG Total	\$ 118,120,000	\$ 101,497,000	\$ 51,286,000	\$ 25,726,000	\$ -	\$ 296,629,000
Section IV, Airport						
Airport Total	\$ 38,150,000	\$ 26,000,000	\$ 26,100,000	\$ 26,800,000	\$ 26,000,000	\$ 143,050,000
Grand Total	\$ 943,304,000	\$ 1,090,241,874	\$ 1,075,101,827	\$ 903,083,185	\$ 1,084,547,407	\$ 5,729,569,443



AZ Transportation Funding for Yuma

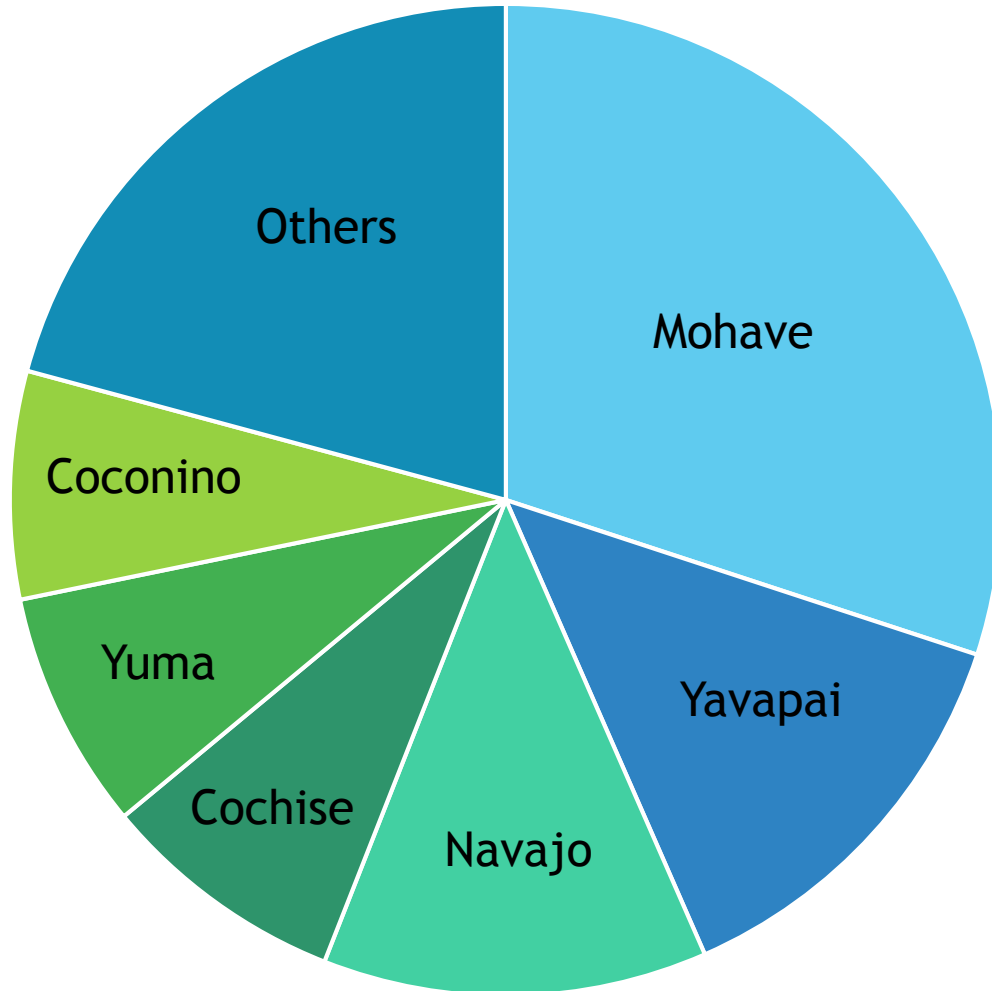
- ❖ A separate 10-page packet shows a snapshot of the ADOT program with the projects that will be carried out in the Yuma County area in the next five years.
- ❖ I-8: CA to MP 33; bridge deck rehab, 32 miles (FY 2022, \$4.5 million);
- ❖ I-8: Aztec to MP 82; paving rehab, 11 miles (FY 2023, \$21 million);
- ❖ US-95: 9E to Fortuna Wash, widening, 2 miles (FY 2021, \$27 million);
- ❖ US-95: MP 34 to 37, design, 3 miles (FY 2021, \$2.5 million);
- ❖ US-95 at Dome Valley, TI Improvements (FY 2021, \$2.4 million);
- ❖ US-95: MP 44 to 54 paving rehab (FY 2023, \$8.3 million);
- ❖ US-95: MP 60 to 80, CL & edge rumble strips (FY 2021, 1.0 million);
- ❖ Regionwide: Wrong Way signs (FY 2021, \$800,000).

Total Transportation Funding for Arizona

- ❖ AZSTB (ADOT) allocate funds based on “need”;
- ❖ The “need” = lane miles on the State Highway System in each County;
- ❖ Yuma County has a low number of lane miles;
- ❖ Although we contribute taxes INTO the Federal and HURF system, we don’t get a “fair” return;
- ❖ So, our drivers “subsidize” repairs occurring on other Counties’ roads.

Total Transportation Funding for Arizona

FY 2021-2025 State Highway Program



■ Mohave ■ Yavapai ■ Navajo ■ Cochise ■ Yuma ■ Coconino ■ Others

MAG/PAG - \$536 million
Airports - \$143 million

Pie Chart:

Mohave - \$247 million;
Yavapai - \$110 million;
Navajo - \$103 million;
Cochise - \$66 million;
Yuma - \$64 million;
Coconino - \$61 million;
All others - \$171 million.

Transportation Funding for Arizona

- ❖ Example: Mohave, Yavapai and Yuma Counties
- ❖ Similar populations and pay similar amounts into the HURF;
- ❖ Over the past 20 years, on average:
 - ❖ Mohave County has received \$27 million per year;
 - ❖ Yavapai County has received \$32 million per year;
 - ❖ Yuma County has only received \$13 million per year;
- ❖ In the current FY 2021-25 program
 - ❖ Mohave County will receive \$49 million per year;
 - ❖ Yavapai County will receive \$22 million per year;
 - ❖ Yuma County will receive only \$13 million per year.

Transportation Funding for Arizona

- ❖ Problem is a **LACK OF FUNDING**;
- ❖ Gas tax has not increased for about 30 years;
- ❖ Based on CENTS PER GALLON;
- ❖ In 1990 when gas was \$1.15, taxes were 37 cents per gallon;
- ❖ Now, in 2021, when gas is \$2.70, taxes are still only 37 cents per gallon;
- ❖ AND vehicles now drive 60% more, per gallon, for the same 37 cents;
- ❖ We are receiving almost one quarter of what we were receiving, per vehicle miles travelled, 30 years ago.

YMPO Activities to Come

- ❖ We have finally moved into new offices, Feb/March;
- ❖ Rail/Heavy Freight Study, was advertised 3/23/21;
- ❖ Pavement Management System Study, April 2021;
- ❖ New 2-Year UPWP and Annual Budget, April 2021;
- ❖ FY 2022-45 Long-Range Transportation Plan, May 2021;
- ❖ FY 2022-26 Transportation Improvement Program, May 2021;
- ❖ Air Quality Conformity (with new model software), May 2021;
- ❖ San Luis Origin-Destination Study, mid 2021;
- ❖ Possible ITS Study, late 2021 (coord with YC, COY efforts);
- ❖ Possible DCR for US-95 Improvements.

The Future of Transportation Funding in Yuma County



- ❖ Over 80% of Arizona has a 1/2 cent sales tax for transportation (MAG, PAG, Pinal County, Flagstaff);
- ❖ City of Yuma DOES have a sales tax for transportation purposes;
- ❖ Remainder of YMPO region does NOT have a sales tax;
- ❖ The new YMPO Long-Range Transportation Plan considers what we WOULD do with a half-cent sales tax.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 05/12/2021

Summary

MINUTES OF

- Regular Council meeting held April 14, 2021
 - Budget Retreat held April 16 and 17, 2021
 - Regular Council meeting held April 28, 2021
-

Attachments

4/14/2021 RCM
4/16/2021 & 4/17/2021 BR
4/28/2021 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 14, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

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

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Matias Rosales
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
Angelica Roldan, Assistant Director of Parks & Recreation
Derek Dueñas, Information Technology Manager
Domingo Sosa, Information Technology
Eulogio Vera, Director of Public Works
Jenny Torres, Economic Development Manager
Jose L. Cisneros, Executive Assistant
Jose Guzman, Director of Planning & Zoning
Marlene Lara, Assistant to Mayor and Council/PIO
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

Council Member Gloria Torres led the pledge of allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. PROCLAMATIONS

4. A. - National Public Safety Telecommunicators Week April 11 - 17, 2021

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

Mayor Gerardo Sanchez thanked and congratulated all public safety telecommunicators.

4. B. - Administrative Professionals Day - April 21, 2021

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

Mayor Gerardo Sanchez commented that any successful business counts with administrative professionals providing the service and information needed for the community.

4. C. - Stress Awareness Month April 2021

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

Mayor Gerardo Sanchez mentioned that this topic affects everyone specially with the pandemic and this awareness is important because we all cope with stress at some time in our lives.

4. D. - Sexual Assault Awareness Month April 2021

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

Maria Cecilia Cruz, South Yuma County Domestic Violence Coalition, mentioned that his is declaration to join advocates in taking action to prevent sexual violence. This coalition has been diligent on social media as victims of sexual assault wait to report the attacks because of the trauma they have experienced. She invited those who know of someone going through this, to report it as soon as possible.

Mayor Gerardo Sanchez thanked the different organizations throughout Yuma County and added that this topic is under-reported unfortunately, and it is very predominantly not only in this community but across the world. He thanked Ms. Cruz for what the coalition is doing for the community and Yuma County.

5. CONSENT AGENDA

5. A. MINUTES OF

- Work Session held March 3, 2021**
- Regular Council meeting held March 10, 2021**
- Special Council meeting held March 17, 2021**

5. B. DISBURSEMENTS FROM MARCH 15, 2021 TO APRIL 3, 2021

Total Disbursements \$996,758.75

(Nine Hundred Ninety-Six Thousand, Seven Hundred Fifty-Eight Dollars and Seventy-Five Cents)

5. C. Discussion and possible action on any and all matters regarding the purchase of extended warranty coverage for the new Zoll Cardiac monitors. (Angel Ramirez, Fire Chief)

5. D. Discussion and possible action on any and all matters regarding the purchase of an Avaya phone system for the City of San Luis. (Derek Duenas, IT Manager)

5. E. Discussion and possible action on any and all matters regarding the purchase of a 2021 Chevrolet Silverado and the transfer funds from available accounts for the purchase. (Lizandro Galaviz, Director of Parks and Recreation Department)

5. F. Discussion and possible action on any and all matters regarding Resolution No. 2163. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Bienestar Estates 11 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

5. G. Discussion and possible action on any and all matters regarding Resolution No. 2164. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Bienestar Estates 11 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

5. H. Discussion and possible action on any and all matters regarding Resolution No. 2165. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Bienestar Estates 11 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

5. I. Discussion and possible action on any and all matters regarding Resolution No. 2166. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Bienestar Estates 11 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

5. J. Discussion and possible action on any and all matters regarding Resolution No. 2167. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Bienestar 11 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

5. K. Discussion and possible action on any and all matters regarding Resolution No. 2168. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance, and repair of certain landscape improvements included within, near, and adjacent to the retention and detention basins, parking, parkways, and related facilities together with appurtenant structures serving the area described as Bienestar Estates 11 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

5. L. Discussion and possible action any and all matters regarding Resolution No. 2173. A Resolution of the Mayor and City Council of the City of San Luis, Arizona updating the Parks and Recreation fee schedule and repealing conflicting provisions. (Lizandro Galaviz, Director of Parks and Recreation)

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding authorization to purchase two (2) 2021 vehicles to be utilized by staff for travel and training purposes and to transfer funds from a budgeted project that is not going forward this fiscal year for purchase of these vehicles. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, explained that this item was initially introduced to the Mayor and City Council at the Regular Council meeting held March 24, 2021 for the purchase of 2021 Chevrolet Suburban. At the directive of the Mayor and City Council, staff obtained two (2) additional quotes for smaller vehicles. These two (2) vehicles will be replacing four (4) current cars at City Hall which are the following: 2004 Dodge Durango, 2005 Ford Taurus, 2009 Toyota Prius and a 2009 Chevrolet Suburban.

She added that staff is asking that the Mayor and City Council consider the quotes and authorize the purchase and because time is a factor, her office was not able to obtain three (3) quotes due to availability of the vehicles prior to June 30th. Therefore, staff is also asking that the formal purchasing procedures be waived.

Mayor Gerardo Sanchez asked if she had an opportunity to speak to staff about these vehicles and to the mechanics regarding the maintenance. He prefers the purchase be for two (2) Ford Explorers.

Mrs. Cornelio responded that she did speak to staff and are ok with the vehicles that the Mayor and City Council authorize. She did not have an opportunity to speak to the mechanics.

Council Member Matias Rosales said that he thinks that the Ford Escapes and the Corollas are too small for long-term travel, he would rather see two (2) explorers. He asked how much was budgeted for this item and if there will be enough funds for the purchase of two (2) Ford Explorers.

Mrs. Cornelio responded that originally staff had allocated \$52,000.00 for the item presented on March 24, 2021.

Mr. Tadeo De La Hoya, City Administrator, responded that there are funds for the purchase of two (2) Ford Explorers.

Council Member Mario Buchanan Jr. expressed that if these vehicle fits staff needs, he has no problem.

Council Member Gloria Torres stated the Toyota Corollas are very good vehicles.

Council Member Jose Ponce said he agrees with Council Member Matias Rosales.

Council Member Luis Cabrera asked how often do staff travel outside Yuma County for trainings and who will be responsible for these vehicles. He added that either vehicles are okay with him but Toyotas do not require a lot of maintenance. He also inquired about what staff will do with the old vehicles.

Mrs. Cornelio responded that the City Clerk's Office travels an average of four (4) to five (5) times for trainings outside the city. She added that it will be the City Clerk's Office if she is not mistaken. She replied that for sure the Durango and the Taurus will be auctioned possible the Prius too and on the 2009 Suburban she will check to see if it can be utilized locally.

MOTION: Council Member Matias Rosales/Vice Mayor Africa Luna-Carrasco to approve the purchase of two (2) 2021 Ford Explorers in the amount of \$35,046.95 each and waive the formal purchasing procedures and transfer the funds from the budget for the City Hall expansion project for these purchases. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding the approval for the purchase of the updated Brazos ECitation system and equipment using Fiscal Year 2020-2021 Capital Projects budgeted funds. (Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, explained that this is an update to the current Brazos system they currently have for issuing citations. The updated system will replace the current outdated eticket machines. The total one-time cost of the software and the equipment will be \$58,850.00 plus the maintenance cost each year for the software.

Mayor Gerardo Sanchez stated that this was initially a great investment and is making a big difference to the Police Department.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve the purchase of the updated Brazos ecitation software and equipment for a total cost of \$58,850.00 a future annual fee of \$6,720.00 as presented. Motion passed unanimously.

The vote was as follows:

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

6. C. Discussion and possible action on any and all matters regarding Resolution No. 2162. A Resolution of the Mayor and City Council of the City of San Luis amending the classification and service plan to create two (2) IT positions; superseding any conflicting provision of existing regulation or policies; providing for severability; and declaring an emergency. (Derek Duenas, IT Manager)

Mr. Derek Dueñas, Information Technology (I.T.) Manager, said that staff is requesting the approval to amend two (2) I.T. positions. The I.T. Department currently has a vacant position which will be closing in order to fund a portion of the two (2) positions. The positions being requested are I.T. Helpdesk Technician and I.T. Specialist (Public Safety). The helpdesk position will help improve the departments' customer service, address any tier-one service requests, and escalate requests to the appropriate technician. The I.T. Specialist position will specialize in Public Safety information technology and will be funded between the I.T. Department, Fire and Police Departments. The I.T. Department consists of the I.T. Manager, two (2) I.T. Technicians and one (1) Network Administrator; the demand for I.T. resources keeps increasing and the two (2) new positions will help fill the gaps in the department.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve Resolution No. 2162 to create the positions as presented. Motion passed unanimously.

The vote was as follows:

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

6. D. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2169. A resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2021 Community Development Block Grant (CDBG) Regional Account funds and FY 2021 State Special Projects (CDBG SSP) funds, certifying that said applications meet the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said applications. (Mary French-Jones, Grant Writer and Jenny Torres, Economic Development Manager)

A. Open Public Hearing

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Matias Rosales to open the public hearing. Motion passed unanimously.

The vote was as follows:

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

1. Presentation by staff

Ms. Mary French-Jones, Grant Writer, stated that the Arizona Department of Housing (ADOH) announced Regional Account allocations for the WACOG region on February 12, 2021. There are two (2) sources of Community Development Block Grant fund available for FY 2021.

The Regional Account allocation, which the city is eligible for every other year as a non-entitlement community. The FY 2021 allocation is an estimated \$540,171.00; and the State Special Project (SSP) Program funds, a highly competitive, statewide application process. The maximum application request is up to \$500,000.00 a year for a shovel ready, non-speculative project. The SSP application is a direct submission to ADOH, typically in June.

The Regional Account allocation was released on February 18, 2021, with a submission deadline to WACOG on May 21, 2021 and then final submission to ADOH on or before July 1, 2021. Projects submitted and advanced for CDBG funding must meet one (1) of the three (3) Housing and Urban Development (HUD) National Objectives:

1. Low-Moderate Income Benefit – Grant activity must benefit clientele or residential area that are at least 51% low-moderate income based on HUD's definitions assigned to Yuma County;
2. Slum/Blight – The activity must aid in the prevention and/or elimination of slums or blight;
3. Urgent Need – The activity must pose a serious and immediate threat to community health or welfare.

The Regional Account allocation was released on February 18, 2021, with a submission deadline to WACOG on May 21, 2021 and then final submission to ADOH on or before July 1, 2021. State Special Projects are due typically in June. The city may submit one (1) Regional Account Application and one (1) State Special Project Application.

As part of HUD's and the state's requirements, the recipient is required to conduct a public participation process, with at least two (2) meetings conducted. The first is a community meeting which was held on February 2, 2021 and the second meeting is tonight, which is a formal public hearing.

City staff received three (3) proposed projects from the Public Works Department as follows:

Mesa Street Improvements Project - \$1,026,478.00

The project work consists of but is not limited to removal of 2,060 square yards of existing pavement, grading, construction of 5,396 square yards pavement, 3,176 linear feet of curb and gutter, 6,474 square feet of sidewalk, 2,968 square feet of driveway and parkway, 726 square feet of sidewalk ramp, retaining wall construction, and other work incidental to the project completion. If selected the CDBG funds are \$540,171.00 with city funds (leverage) of \$486,317.00.

Rancho Los Oros Improvements Project Phase 2 - \$723,000.00

The project work complements the initial Rancho Los Oros Improvements Project CDBG 113-20. The project work consists of but is not limited to removal and replacement of 95 linear feet of 8" sewer main on the northwest corner of Los Valles Street and approximately 13,337 square yards of pavement replacement, miscellaneous replacement of concrete rolled curb and gutter, sidewalk and driveway entrances. Project also includes adjusting 12 water valves and 8 sewer manholes with new frame and covers, and other work incidental to the project as specified in the in the contract and plans. Reconstruction and improvements will impact sections on following roadways Los Valles, Los Cerros, Las Padres, El Chamizal Streets and Rancho Avenue that were not completed during CDBG 113-20. If selected the CDBG funds are \$500,000.00 with city funds (leverage) of \$223,000.00.

Rancho Los Oros Improvements Project Phase 3 \$580,356.00

Rancho Los Oros Improvements Project Phase 3 is an extension of Rancho Los Oros Phase 2. If selected the CDBG funds are \$500,000.00 with city funds (leverage) of \$80,356.00.

City staff recommends advancing the following projects for application submission to the Arizona Department of Housing: Mesa Street Improvements Project for the Regional Account, and Rancho Los Oros Improvements Phase 2 for State Special Projects consideration. An associated leverage resolution is addressed on the next agenda item.

2. Call to the public on this item

Mrs. Sonia Cornelio, City Clerk, indicated that the City Clerk's Office did not receive any comments in favor of or against this item.

Ms. French-Jones stated that the Economic Development Manager did not receive any requests for comment on either one of these projects.

B. Close Public Hearing

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to close the public hearing. Motion passed unanimously.

The vote was as follows:

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

C. Action on Resolution No. 2169

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve and adopt Resolution No. 2169. Motion passed unanimously.

The vote was as follows:

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

Council Member Gloria Torres

Aye

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2170. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, committing local funds as leverage for FY 2021 Community Development Block Grant applications. (Mary French-Jones, Grant Writer and Jenny Torres, Economic Development Manager)

Ms. Mary French-Jones, Grant Writer, stated that this resolution is to facilitate the cost of both projects. The Regional Account Project for Mesa Street Improvement would require a leverage match of \$486,317.00 to complete the project in its entirety. The State Special Project Phase 2 would require a leverage match of \$223,000.00. Staff recommends that the City Council approve advancement of those leverages.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve Resolution No. 2170, committing city funds for the Community Development Block Grant applications as presented. Motion passed unanimously.

The vote was as follows:

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

6. F. Discussion and possible action on any and all matters regarding Resolution No. 2171. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma authorizing the adoption of a Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974 as amended. (Jenny Torres, Economic Development Manager, and Mary French-Jones, Grant Writer)

Ms. Mary French-Jones, Grant Writer, said that the city is required by HUD and the state to adopt a relocation resolution stating if one has to move someone out of their home or off their property during the duration of a project. The city incorporates the cost into the CDBG funds and it is to be updated every five (5) years; the last time this was updated was in 2018.

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Jose Ponce to adopt Resolution No. 2171 as presented.

There was a roll call as follows:

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

6. G. Discussion and possible action on any and all matters regarding the appointment of an authorized representative to represent the City of San Luis in the Arizona State Land Department Auction of Sale. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, mentioned that staff submitted an Arizona State Land Department application to purchase 16 acres of right-of-way (ROW); the cost of the ROW is approximately \$600,381.00. Previously in April 2019, the city authorized a deposit of \$350,000.00 and also paid \$10,500.00 for the cost of the appraisal and advertisement fee. The remaining balance of the 16 acres is \$274,572.00. Staff received a notice of pending sale stating that the authorized representative must be present to bid.

The responsibility of the authorized representative is to go to the Yuma County court house on May 25, 2021 at 11:00 a.m., with a cashier's check in the amount of \$274,572.00. Mr. Eulogio Vera, Director of Public Works and herself have been working together on this project. Staff is requesting the Mayor and City Council to appoint that authorized representative from the city.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to appoint Council Member Matias Rosales as the City of San Luis representative for the Arizona State Land Department auction of sale of land as presented. Motion passed unanimously.

The vote was as follows:

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

6. H. Discussion and possible action on any and all matters regarding Resolution No. 2172. A resolution of the Mayor and City Council of the City of San Luis, Arizona, to continue the existing Agreement for Base Hospital/Emergency Medical Direction between Yuma Regional Medical Center and the City of San Luis. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, explained that this base hospital agreement is with Yuma Regional Medical Center (YRMC) and it is for a period of five (5) years. This is an affiliation that provides a direct and indirect supervision by the ED physicians that lets the city's paramedics and EMTs perform procedures such as administering medications, start IVs and life saving efforts.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve Resolution No. 2172. Motion passed unanimously.

The vote was as follows:

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

6. I. Discussion and possible action on any and all matters regarding Subdivision Case No. 2020-0605F. A request by Vega and Vega Engineering, PLC, on behalf of Comite de Bienestar Inc., owner, for the final plat approval for Bienestar Estates 11 Subdivision to be located on the southeast corner of San Antonio Street and 19th Avenue, San Luis, Arizona. (Jose A. Guzman, Director of Planning and Zoning)

A. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, stated that this is a request by Vianey R. Vega P.E., of Vega & Vega Engineering, PLC, on behalf of Comite de Bienestar Inc., owner, for approval of the final plat for the construction of residential subdivision to be called Bienestar Estates 11 Subdivision. The proposed subdivision consists of approximately 19.19 acres and is proposed to be divided into 94 lots. The lots will range in size from approximately 6,022.96 square feet to 10,150.51 square feet. The retention basin will be located on a city property to the north where a future community park will be located. He added that this item was presented to the Planning and Zoning Commission meeting during their regular meeting held on October 13, 2020. The Commission recommended approval of the request with the condition that the applicant had to address all comments in letter dated October 11, 2020, before scheduling this item to be presented to the City Council. Staff received the resubmittal on February 22, 2021.

After review, staff sent out comments letter dated March 18, 2021, to the applicant. Staff received revised plans on April 8, 2021, and are under review by staff. Staff recommends approval of Subdivision Case No. 2020-0605F with the condition that the applicant addresses all the review comments in the letter dated March 18, 2021.

Mr. Gary Black, Comite de Bienestar, indicated that he had no questions or concerns.

B. Action on Subdivision Case No. 2020-0605F

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve Subdivision Case No. 2020-0605F with the condition that the applicant address staff's March 18, 2021, letter to the applicant as presented. Motion passed unanimously.

The vote was as follows:

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

6. J. Discussion and possible action on any and all matters regarding the authorization to relocate budgeted funds from the Senior Center expansion project to various Senior Center accounts to renovate the interior of the facility and complete the outdoor landscaping. (Lizandro Galaviz, Director of Parks and Recreation)

Ms. Angelica Roldan, Assistant Director of Parks & Recreation, said that on April 1, 2021, the Senior Center completed its expansion project that was made possible by a Federal Community Development Block Grant (CDBG) in September 2019. This grant, along with some contingency funds, allowed the Senior Center to add 2,880 square feet in space by expanding its multi-purpose rooms, adding restrooms and remodeling 3,200 square feet of existing interior space. With the expansion that was created, the Senior Center is in need of interior and exterior renovation.

Staff would like to request authorization from the Mayor and City Council, to relocate \$76,456.52 of unexpended budgeted funds from the Senior Center expansion project to various Senior Center accounts. This would allow staff to purchase furniture and equipment needed to carry out interior renovations for the multi-purpose rooms, lobby, eating area, among other areas within the building, as well as the completion of the outdoor landscaping. All these areas needing renovations and beautification are part of the scope of work for this project.

MOTION: Council Member Jose Ponce/Vice Mayor Africa Luna-Carrasco to approve the budget transfers for the Senior Center purposes as presented. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported he attended a discussion forum with key stockholders, two (2) Mayors and County Supervisors, the House Speaker of the State and Juan Ciscomani regarding the support to the city's Ports of Entry. He also reported that the City of San Luis has worked tirelessly in conjunction with Yuma County Health Department to administer the Moderna vaccine shots to members of the community.

Vice Mayor Africa Luna-Carrasco reported that she attended the monthly library board meeting and the libraries are trying to conduct their normal business by bringing different events and projects.

They plan to open the libraries completely by June 1, 2021 depending how the numbers keep looking. They are working on their budget and they had listed the replacement of the air conditioners for the San Luis Library.

Council Member Luis Cabrera reported that he has been seeing concerns from citizens regarding the ability to publicly speak. He knows that the City Clerk's email is noted on the notices of the meetings, maybe a little clarification can help with this matter when someone from the public wants to address the Mayor and City Council.

Mayor Gerardo Sanchez added that any comment that is received will be read aloud into the record.

Mr. Tadeo De La Hoya, City Administrator, additionally stated that the meeting notices state how the public can participate and submit official comments on the record. Mrs. Sonia Cornelio, City Clerk, has access to the email before and during the meeting.

8. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 8:22 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on April 14, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

APPROVED by Council

Date: 5/12/2021
Clerks Office: SC

MINUTES
Budget Retreat
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 16, 2021 at 5:30 p.m.
April 17, 2021 at 8:00 a.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Budget Retreat meeting to order at approximately 5:34 p.m. on April 16, 2021.

Mayor, City Council, and some members of staff participated remotely due to COVID-19 social distancing.

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief (remotely)
Christine Velez, Management Analyst (remotely)
Derek Dueñas, Information Technology Manager
Domingo Sosa, Information Technology
Eulogio Vera, Director of Public Works (remotely)
James Einwaechter, Assistant Director of Public Works (remotely)
Jenny Torres, Economic Development Manager (remotely)
Jonathan Dumadag, Information Technology
Jorge Perez, Billing & Collections Manager
Jose L. Cisneros, Executive Assistant (remotely)
Jose A. Guzman, Director of Planning & Zoning (remotely)
Marlene Lara, Assistant to Council/PIO
Miguel Ramirez, Acting Director of Finance
Monica Castro, Director of Finance
Nohemy Echavarria, City Magistrate (remotely)
Ralph Velez, City Consultant (remotely)
Richard Jessup, Police Chief (remotely)
Roula Encinas, Acting Director of Finance
Susan Posada, Benefits Consultant (remotely)

2. DISCUSSION ITEMS, NO ACTION WILL BE TAKEN:

2. A. Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for the Fiscal Year 2021-2022 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. (April 16, 2021)

Ms. Susan Posada, Benefits Consultant, made a PowerPoint presentation, which is included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the City of San Luis benefits plan for Fiscal Year 2021-2022; it included the following: Blue Cross Blue Shield of Arizona Network Fees, Service Fee Changes, Stop Loss Coverage Elements, Stop Loss and Administration Renewal Effective July 1, 2021, Teledoc-Healthiest You, Basic Life Plan, US Medical Plan, Mexico Medical Plan, Dental US, and Mexico Plans, Short Term Disability Plan, Long Term Disability Plan, Vision Plan, Contribution Sheet, Employer & Employee Contribution Calculation – Renewal Plan Medical, Dental, and Vision, Current Premium Rates 7/07/20 to 6/30/21, Contribution Comparison 2020-2021 & 2021-2022 Proposed Rates for 7/01/21 to 6/30/22, and Management Report for Fiscal Year 7/01/2020 to 6/30/2021.

Mayor Gerardo Sanchez thanked Ms. Posada for bringing the Teledoc-Healthiest You new benefits to the City of San Luis employees. The Mayor and City Council thanked Ms. Posada for the presentation, the Employee Benefits Board, and the Human Resources Department for their outstanding job in keeping the benefits premiums low.

2. B. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2021-2022 Budget. (April 16, 2021)

Finance

Ms. Monica Castro, Director of Finance, mentioned that Fiscal Year 2020 was very challenging, as COVID-19 caused an economic and health crisis. She added that it is uncertain when the pandemic will end, but the city has learned to deal with this pandemic, and it is the new usual. She mentioned that staff has seen what will be the financial trend for Fiscal Year 2021. She added that staff is very optimistic for Fiscal Year 2021, but staff still needs to proceed with caution as the situation can change in a minute; thus, staff continues to work together. Ms. Castro presented the budget for Fiscal Year 2022. She made a PowerPoint presentation that included the following: Budget Process, Budget Retreat Objectives, Proposed Budget FY 2022 priorities, Revenue Comparison, FY 2022 Budget vs. FY 2021 Projection, FY 2022 City Wide Revenues, FY 2022 General Fund Sources, Revenue Historical Data Major Revenue Sources-Government, FY 2022 Expenses Distribution City Wide, FY 2022 Expenses by Category, and Expenditure Comparison for FY 2021 and FY 2022.

Mayor Gerardo Sanchez and City Council thanked Ms. Castro for the presentation and thanked all department heads for limiting the expenditures.

Public Works

Mr. Eulogio Vera, Director of Public Works, mentioned that staff struggled through the entire year to keep up with operations during the pandemic year. He thanked all Public Works staff for the support and excellent job done. He made a PowerPoint presentation, included with the complete agenda packed filed in the City Clerk's Office. This presentation covered the following: Department Overview, Fleet Services Division, Highway Users Division, Water Division, Waste Water Division, Public Works-Other, Solid Waste Division, and Conclusion.

A discussion was held, and comments were addressed by Mr. Vera, Mayor Gerardo Sanchez, and City Council.

Council Member Luis Cabrera asked if the city has the funding for the capital projects being presented.

Mr. Vera replied that all projects move into the continuation of the budget. He mentioned that Public Works exceeds the budget, but not every budget line item is expended, and at the end, if something is added, then that is when it is balanced.

Council Member Luis Cabrera asked when does City Council decide what will be included in the tentative and final budget. He noted that since this is his first budget retreat, he would like to have some direction.

Ms. Monica Castro, Director of Finance, explained that the reason for the budget retreat is to get the council's input; it is crucial that City Council voices their opinion during the budget retreat.

Mayor Gerardo Sanchez thanked Mr. Vera and his staff for the hard work.

Mayor Gerardo Sanchez and City Council recessed the Budget Retreat at approximately 7:56 p.m. and resumed on April 17, 2021, at 8:00 a.m. as illustrated on the next page.

Mayor Gerardo Sanchez and City Council resumed the Budget Retreat at approximately 8:03 a.m. on April 17, 2021.

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief (remotely)
Angelica Roldan, Assistant Director of Parks & Recreation (remotely)
Christine Velez, Management Analyst (remotely)
Derek Dueñas, Information Technology Manager
Domingo Sosa, Information Technology
Eulogio Vera, Director of Public Works (remotely)
James Einwaechter, Assistant Director of Public Works (remotely)
Jenny Torres, Economic Development Manager (remotely)
Jonathan Dumadag, Information Technology
Jorge Perez, Billing & Collections Manager
Jose L. Cisneros, Executive Assistant (remotely)
Jose A. Guzman, Director of Planning & Zoning (remotely)
Marlene Lara, Assistant to Council/PIO
Miguel Ramirez, Acting Director of Finance
Monica Castro, Director of Finance
Nohemy Echavarria, City Magistrate (remotely)
Ralph Velez, City Consultant (remotely)
Richard Jessup, Police Chief (remotely)
Roula Encinas, Acting Director of Finance

Mayor Gerardo Sanchez thanked everyone present during this year's Budget Retreat. He thanked employees for their work on this challenging year, and added that the city had done very well. He stated that San Luis is a growing community, and they need to be addressed.

2. C. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2021-2022 Budget. (April 17, 2021)

Fire Department

Mr. Angel Ramirez, Fire Chief, commented that the Fire Department went through challenging times during the pandemic. He stated that Ms. Susan Posada, Benefits Consultant, was a tremendous help during those times, as she helped the department get vaccinated and obtained their vaccines.

Economic Development

Ms. Jenny Torres, Economic Development Manager, made a PowerPoint presentation included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the following topics: 2021 Priorities, Statistical Information, Sales Tax, Department Requests, and Infrastructure Investment.

A discussion was held, and comments were addressed by Ms. Torres, Mayor Gerardo Sanchez, City Council, and staff.

Court

Ms. Nohemy Echavarria, Court Magistrate, made a PowerPoint presentation, which is included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the following topics: Budget Request, Civil Matters Overpass Criminal Matters by almost double, Civil Traffic Hearings, Civil Filing 2014-2020, Civil Clerk Duties, News/Updates, and Court Security Entrance.

A discussion was held, and comments were addressed by Ms. Echavarria, Mayor Gerardo Sanchez, City Council, and staff.

A lunch break was held at approximately 12:05 p.m.; the meeting resumed at 1:05 p.m.

City Attorney

Ms. Kay Marion Macuil, City Attorney, made a PowerPoint presentation included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the following topic: Department Goals. Ms. Macuil also covered the City Prosecutor's Office budget, including the following topics: Goals and Objectives for Fiscal Year 2022, Trials for 2021, and Coronavirus 2019. A copy of this PowerPoint presentation is also included with the complete agenda packet file in the City Clerk's Office.

A discussion was held, and comments were addressed by Ms. Macuil, Mayor Gerardo Sanchez, City Council, and staff.

Senior Center/Parks & Recreation

Ms. Maria Roldan, Assistant Director of Parks & Recreation, made a PowerPoint presentation included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the following topics: Senior Center, Nutrition Program (WACOG), Renovation (Existing Building), Senior Center (Expansion Project), Vehicle Request, Shuttle (used \$50,000) (New \$85,000). Ms. Roldan also presented the Parks & Recreation Department, which included the following topics: Special Events, Major Events, Holiday Events, Youth Center Division, Recreation Division, Training (Parks and Facilities Division), Facilities Division, Parks Division, Prosecutor's Office Landscape, Jose Cabello Project (before and after), Facilities Building Landscape, Cesar Chavez Boulevard Pathway, Main Street (turf sample), Cultural Center, 20 Acre Park, Equipment Request, and Park Amenities.

He thanked Mr. Enrique Lopez, Assistant Fire Chief, and Ms. Maria Sabori, Risk Manager, for obtaining the department's personal protective equipment. Mr. Ramirez thanked his department for their hard work. He stated that his staff would get tested every time they were exposed to COVID-19; some got tested at least 20 times. He mentioned that policies and procedures were put in place, and other departments started doing the same. Furthermore, Chief Ramirez made a PowerPoint presentation, included with the complete agenda packed filed in the City Clerk's Office. This presentation covered the following: Fire Administration, Fire Suppression, Fire Equipment, General Fund, Capital Improvement Project for Fiscal Year 2022, and Ambulance Fund.

Mayor and City Council thanked Chief Ramirez and his staff for the excellent job they have done. A discussion was held, and comments were addressed by Chief Ramirez, Mayor Gerardo Sanchez, City Council, and staff.

Police Department

Mr. Richard Jessup, Chief of Police, stated that this fiscal year was very challenging not only to the Police Department but for law enforcement throughout the nation. It was uncertain as to what will happen to daily operations. He mentioned that the Police Department is very well stock of personal protective equipment. He made a PowerPoint presentation included with the complete agenda packed filed in the City Clerk's Office. This presentation covered the following topics: 2020 Highlights, Community Outreach Programs, 2020-2021 Highlights, San Luis Police Department Stats, Calls for Service, Demographic, 2017-2020 Fiscal Management, Grant Revenue Increases, Requested Budgeted Increase, Requested Budget Increase, and Capital Improvement Projects Fiscal Year 2021.

Mayor Gerardo Sanchez and City Council thanked Chief Jessup and his staff for the excellent job they have done. Mayor Gerardo Sanchez congratulated the department for receiving their accreditation and all of their accomplishments throughout the year.

A discussion was held, and comments were addressed by Mr. Jessup, Mayor Gerardo Sanchez, City Council, and staff.

Planning & Zoning

Mr. Jose A. Guzman, Director of Planning and Zoning, made a PowerPoint presentation included with the complete agenda packed filed in the City Clerk's Office. This presentation covered the following topics: Goals, Permits, Building Permits Issued, New Residential Permits, Number of Inspections, Revenue, City of San Luis 2040 General Plan, Census, Bike Lanes, and Personnel Request.

A discussion was held, and comments were addressed by Mr. Guzman, Mayor Gerardo Sanchez, City Council, and staff.

A 15-minute break was held at approximately 10:45 a.m.; the meeting resumed at 11:00 a.m.

A discussion was held, and comments were addressed by Ms. Roldan, Mayor Gerardo Sanchez, City Council, and staff.

Mr. Tadeo A. De La Hoya, City Administrator, suggested that Mayor Gerardo Sanchez and City Council review the Human Resources Department budget at a future Work Session due to unforeseen circumstances. Mayor Gerardo Sanchez and City Council did not oppose to Mr. De La Hoya's request.

Billing & Collections

Mr. Jorge Perez, Billing & Collections Manager, made a PowerPoint presentation included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the following topics: Mission Statement, Organizational Chart, Goals & Objectives Fiscal Year 2021-2022, Fiscal Year 2020-2021 Department Accomplishments, Department Procedures & Accomplishments During the Pandemic, Account Funding Increases, Self-Serve Payment Option Benefits, Billing & Collections in times of COVID-19 – Fiscal Year 2020-2021, Supporting an IT Capital Improvement Project, Supporting an IT CIP-Billing and Collections Current Process, and Supporting and IT CIP-Web Forms and Workflow.

A discussion was held, and comments were addressed by Ms. Perez, Mayor Gerardo Sanchez, and City Council.

City Clerk

Ms. Sonia Cornelio, City Clerk, made a PowerPoint presentation included with the complete agenda packet filed in the City Clerk's Office. This presentation covered the following topics: City Clerk's Office Staff and Accomplishments.

A discussion was held, and comments were addressed by Ms. Cornelio, Mayor Gerardo Sanchez, and City Council.

Information Technology

Mr. Derek Dueñas, Information Technology Manager, made a PowerPoint presentation included with the complete agenda packet filed in the City Clerk's Office. This presentation included the following topics: Microsoft Software Upgrade, CISCO Security Services, CISCO Wireless Access System, HP MSA 2050-Network Storage, Seamlessdocs – Web Based Software, Computer Systems, and Executime – Time and Attendance Software.

A discussion was held, and comments were addressed by Mr. Dueñas, Mayor Gerardo Sanchez, City Council, and staff.

Risk Management

Ms. Maria Sabori, Risk Management Coordinator, made a PowerPoint presentation included with the complete agenda packed filed in the City Clerk's Office.

This presentation included the following topics: COVID-19 Safety Measures Implemented, COVID-19 March 2020-April 2021, Work-Related Injuries and Illnesses-Year End 2020, Incident Claim Review, ADOSH PPEP Program, Trainings, and Budget.

A discussion was held, and comments were addressed by Ms. Sabori, Mayor Gerardo Sanchez, City Council, and staff.

Closing remarks were given by Mayor Gerardo Sanchez and City Council, they all thanked department heads, staff, and specially the Finance Department for their hard work to make this budget retreat a success.

3. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Vice-Mayor Africa Luna-Carrasco to adjourn the Budget Retreat meeting at approximately 3:27 p.m. Motion passed unanimously.

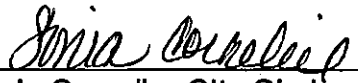
The vote was as follows:

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

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 Budget Retreat for the City Council of the City of San Luis, Arizona, held on April 16-17, 2021. I further certify that the meeting was duly called and held and that a quorum was present.


Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 28, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

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

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Matias Rosales
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
Angelica Roldan, Assistant Director of Parks & Recreation
Domingo Sosa, Information Technology
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Jonathan Dumadag, Information Technology Technician
Marlene Lara, Assistant to Mayor and Council/PIO
Monica Castro, Director of Finance
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the pledge of allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. PROCLAMATIONS/PRESENTATIONS

4. A. - Proclamation - Building Safety Month May 2021

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

Mayor Gerardo Sanchez acknowledged the hard work and dedication of the city's code enforcers and building inspectors do.

4. B. - Proclamation - Bike Month May 2021

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

Mayor Gerardo Sanchez stated that bicycling is one of the most low-cost high impact exercise one can do, specially in the community. The City of San Luis is committed to continue making the bicycle paths around the city to promote the health of residents and ourselves.

4. C. - Proclamation - 52nd Annual Professional Municipal Clerks Week May 2-8, 2021

Mr. Tadeo A. De La Hoya, City Administrator, read the proclamation in its entirety.

Mayor Gerardo Sanchez thanked Mrs. Sonia Cornelio, City Clerk and her staff for everything they do on a daily basis and for providing the community with the necessary records that they request and for taking care of the city's history.

4. D. - Presentation on ADOT-ECD's enforcement initiatives at the San Luis Port of Entry and growth in northbound truck traffic by Mr. Tim Lane. (Tim Lane, Chief of the Enforcement and Compliance Division ADOT)

Mr. Mark Sanders, ADOT International, indicated that Director Tim Lane, Chief of the Enforcement and Compliance Division ADOT, presents every three (3) months to the Mayors and stakeholders, the upcoming events and what is happening with the commerce. These presentations were paused during the pandemic and have now resumed.

Mr. Tim Lane, Chief of the Enforcement and Compliance Division ADOT, briefed the Mayor and City Council on the Border Liaison Unit which included recognizing the need for solutions, outreach, new initiatives, communication, celebration, stakeholder success and northbound traffic. This presentation is attached to the complete agenda packet filed at the City Clerk's Office.

Mayor Gerardo Sanchez thanked Mr. Lane and his team for the presentation and added that he is proud to be partners with ADOT; he also thanked Governor Doug Ducey for the support.

4. E. Presentation by Arizona Public Service on APS 2021 Summer Preparedness. (Regina Twomey, APS Community Affairs Manager: SW Division)

Ms. Regina Twomey, APS Community Affairs Manager: SW Division, provided the APS 2021 Summer preparedness guide, which contained the clean energy commitment, project updates, summer preparedness, 2020 recap, 2021 peak resources and demand, APS adequate fuel supply for all its generating facilities, natural gas supply & transport, fire mitigation preparedness, emergency management, customer centric outage planning & response and the APS promise. This guide is attached to the complete agenda packed filed at the City Clerk's Office.

Mayor Gerardo Sanchez thanked Ms. Twomey for the informative report provided.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held March 24, 2021
- Special Council meeting held April 7, 2021
- Work Session held April 7, 2021

5. B. DISBURSEMENTS FROM MARCH 1, 2021 TO MARCH 13, 2021

Total Disbursements \$906,935.22

(Nine-Hundred Six Thousand, Nine Hundred, Thirty-Five Dollars and Twenty-Two Cents)

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the purchase of CivicRec software for Parks and Recreation activity and facility reservations. (Angelica Roldan, Assistant Director of Parks and Recreation)

Ms. Angelica Roldan, Assistant Director of Parks & Recreation, explained that this item was previously presented to the Mayor and City Council on March 3rd. Staff met with the Finance Department, I.T. Department and the Billing & Collections Manager to make sure this software will work with Tyler Technologies, currently being used by the city.

After meetings and demos, the Finance Department is comfortable with the reporting and processes needed and how to access CivicRec. The project cost for this software is \$14,363.00 for year one, which covers implementation, training and features and a fee of \$583.00 for Forte, the merchant and gateway provider that will be used. The second year will be \$7,875.00.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve the purchase of CivicRec web-based software in the amount of \$16,463.00 and approve the budget transfer as presented. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding the renewal of the "Contract for Professional Audit Services" allowed under the terms of the contract. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, indicated that in 2016 staff awarded a contract to Heinfeld, Meech and CO., P.L. after receiving bids. The term of the contract was for five (5) years which expired March 2021. The contract has an option for renewal on a year by year basis for two (2) years. Staff's intention was to go out to bid as a best practice once a contract has ended. Unfortunately, due to the personnel shortages, budget preparation and other projects, it has been difficult for the Finance Department to go out for bids. She asked the Mayor and City Council to approve the renewal of the contract for one (1) year for the audit services that will commence in August 2021.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the one-year contract renewal of the Independent Auditor Heinfeld, Meech as presented. Motion passed unanimously.

The vote was as follows:

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

6. C. Discussion and possible action on any and all matters regarding authorization to purchase a pre-engineered building that will replace the existing inadequate facility and house Fleet Services shop functions. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that the design for the pre-engineered metal building for the new shop is nearly complete. It will be ideal to have the contractor purchase the metal building as part of the project, but due to time being a factor, the city will purchase it and once staff goes out to bid, have the contractor do the footings, explore slabs, underground and erect the building. Three (3) quotes were obtained from Bunger Steel at \$103,208.00, Rhino Steel Building Systems at \$109,804.00 and Varco Pruden Buildings at \$169,897.00. Staff is requesting City Council's approval to contract with the low quote (Bunger Steel) in the amount of \$103,208.00. This project is budgeted for Fiscal Year 2021 and there is money to make the purchase and begin construction. Since the pre-engineered metal building will take and estimated three (3) months and staff would like to use funds from this fiscal year to order it, and that City Council waive formal bidding purchasing procedure as allowed under City Code-Purchasing Section 36.01.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve the purchase of the pre-engineered building from Bunger Steel in the amount of \$103,208.00 and waive formal purchasing procedures. Motion passed unanimously.

The vote was as follows:

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

6. D. Discussion and possible action on any and all matters regarding the authorization to purchase a backhoe tractor. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, said that at the March 3, 2021 Work Session, staff presented the commitment to evaluating the use of the \$100,000.00 committed to the business program to be used to purchase equipment that will enhance the maintenance of streets throughout the city. Staff subsequently presented beautification options that will be low-cost and high impact on the community. Included in those options were construction of an interim walking path on the north side of Cesar Chavez Boulevard, as well as purchase of hay bales and a backhoe tractor, to be used in maintaining sand drifts/accumulations on city streets that are directly exposed to the desert. The new footpath was recently completed, and the Public Works Department is pursuing pricing for purchase of the hay bales.

This is not a budgeted item, but \$100,000.00 became available from the general fund and the direction given was to look into the purchase of the equipment. The total amount of the purchase is \$124,000.00 and funding is available from the general fund account since funds will not be used in its entirety for the metal building for the shop. The Public Works Department has obtained quotes on a state contract for the backhoe tractor, at a city government price of \$124,261.87. State contracts go out to bid and are allowed per City Code-Purchasing Section 36.09. Staff requested City Council's approval to complete purchase from the vendor. Purchase of the backhoe tractor can be completed (to include delivery and final payment) not later than June 30, 2021.

MOTION: Council Member Jose Ponce/Council Member Gloria Torres to approve the purchase of a backhoe tractor in the amount of \$124,261.87. Motion passed unanimously.

The vote was as follows:

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

6. E. Discussion and possible action on any and all matters regarding authorization to purchase a 2021 Chevrolet 1500-Pickup for the Fire Department. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, said this item was discussed at this year's budget retreat. This vehicle is a replacement for the 2006 Ford Expedition driven by the Assistant Fire Chief, who responds to all the daily calls for service for the Fire Department. After the budget retreat, he met with Ms. Monica Castro, Director of Finance, to check budget capacity to purchase the vehicle this fiscal year since they were not going to spend all the funds for one of their capital improvement project for this year. There is budget capacity to purchase this command vehicle, not with state contract as time is a factor and would not be available by June 30. However, a local dealership will have a vehicle that would meet their needs. Chief Angel Ramirez asked the Mayor and City Council to authorize the purchase of this command vehicle and to waive the formal purchasing procedures allowed per the purchasing code section 36.01H.

MOTION: Council Member Luis Cabrera/Council Member Matias Rosales to approve the purchase of a 2021 Chevrolet 1500-Pickup in an amount not to exceed \$50,000.00, allow the transfer of budget and waive formal purchasing procedures. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that he attended the ribbon cutting for the Senior Center expansion, it was a long process, he thanked all those involved to achieve this. He added that he participated in a discussion with Yuma Regional Medical Center and Bajo El Sol in regards to promoting 30,000 vaccines for COVID-19 in 30 days in Yuma County. The City of San Luis has already given approximately 4,000 doses that includes first and second doses to City of San Luis residents. Mayor Gerardo Sanchez included that he met with the Consul General of Mexico, she is working with the affairs regarding Mexico and border cities. The dialogue included topics such as the crisis on the restrictions on the border and ports. She will provide briefings once a month to the Mayors as well as informative sessions to make sure that the ports stay on the radar and make sure that the State Department is aware of the hard work done for the ports of entry.

Vice Mayor Africa Luna-Carrasco reported that she attended the Earth Day Celebration the PPEP Park last Thursday and it was pleasant to see 30 trees that were donated. She challenged each Council Member to donate one (1) tree.

Mayor Gerardo Sanchez added that Mr. Jim Uhen donated three (3) trees and \$1,000.00 today, towards the city for different events.

8. ADJOURNMENT

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 8:21 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on April 28, 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

5. B.

Meeting Date: 05/12/2021

Summary

DISBURSEMENTS FROM APRIL 22, 2021 TO MAY 3, 2021

Total Disbursements \$639,162.09

(Six Hundred Thirty-Nine Thousand, One Hundred, Sixty-Two Dollars and Nine Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING MAY 12, 2021 Disbursement Report from 04/22/2021 TO 05/03/2021

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	4/22/2021	\$ 111,132.68	Schedule A
Payroll Check Account	4/27/2021	\$ 351,470.57	Schedule B
Accounts Payable Check Account	4/29/2021	\$ 176,558.84	Schedule C

Total Disbursements: \$ 639,162.09

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

Prepared by Oriana S. Duarte:

Verified by Director of Finance:

For Council approval on:

Mayor:

Council:

RECEIVED
2021 APR 30 A 7:21
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 4/19/2021 - To Payment Date: 4/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
97798	04/21/2021	Open			Accounts Payable	CONTRERAS, ALFONSO	\$150.00		
97799	04/22/2021	Open			Accounts Payable	BOBADILLA, YADIRA	\$91.00		
97800	04/22/2021	Open			Accounts Payable	CARDENAS, ERNESTO	\$91.00		
97801	04/22/2021	Open			Accounts Payable	CENTURYLINK	\$5,672.43		
97802	04/22/2021	Open			Accounts Payable	LIZARDE, RAFAEL	\$150.00		
97803	04/22/2021	Open			Accounts Payable	MILLER, DAMIAN	\$150.00		
97804	04/22/2021	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
97805	04/22/2021	Open			Accounts Payable	REYNOSO, NIGEL	\$91.00		
97806	04/22/2021	Open			Accounts Payable	ROJAS, JOSE	\$78.00		
97807	04/22/2021	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$250.00		
97808	04/22/2021	Open			Accounts Payable	84 LUMBER	\$1,366.99		
97809	04/22/2021	Open			Accounts Payable	AGS SAFETY & SUPPLY	\$29.15		
97810	04/22/2021	Open			Accounts Payable	ALSCO, INC	\$228.80		
97811	04/22/2021	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00		
97812	04/22/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$150.00		
97813	04/22/2021	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$261.02		
97814	04/22/2021	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$74.88		
97815	04/22/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$278.78		
97816	04/22/2021	Open			Accounts Payable	BENDPAK INC	\$4,101.88		
97817	04/22/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$1,038.80		
97818	04/22/2021	Open			Accounts Payable	BLUE TARP FINANCIAL, INC	\$840.05		
97819	04/22/2021	Open			Accounts Payable	BOBADILLA, YADIRA	\$294.00		
97820	04/22/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,366.17		
97821	04/22/2021	Open			Accounts Payable	CANYON TELECOM INC.	\$87.50		
97822	04/22/2021	Open			Accounts Payable	CDWG	\$2,643.76		
97823	04/22/2021	Open			Accounts Payable	CENTURYLINK	\$299.94		
97824	04/22/2021	Open			Accounts Payable	CITY OF YUMA	\$652.50		
97825	04/22/2021	Open			Accounts Payable	COMPULINK MANAGEMENT CENTER	\$1,600.00		
97826	04/22/2021	Open			Accounts Payable	COVE PRODUCTS	\$1,675.00		
97827	04/22/2021	Open			Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC	\$10,465.00		
97828	04/22/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$3,841.45		
97829	04/22/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$101.05		
97830	04/22/2021	Open			Accounts Payable	EMPIRE MACHINERY	\$247.00		
97831	04/22/2021	Open			Accounts Payable	FDC RESCUE, LLC	\$4,491.25		
97832	04/22/2021	Open			Accounts Payable	FEATSAZ	\$75.00		
97833	04/22/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$390.00		
97834	04/22/2021	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$1,343.17		
97835	04/22/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$2,114.00		
97836	04/22/2021	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$5,000.00		
97837	04/22/2021	Open			Accounts Payable	INTERNATIONAL BUSINESS INNOVATION ASSOC	\$120.00		
97838	04/22/2021	Open			Accounts Payable	KTL&C, LLC.	\$252.07		
97839	04/22/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$92.64		

Payment Register

From Payment Date: 4/19/2021 - To Payment Date: 4/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97840	04/22/2021	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$1,373.78		
97841	04/22/2021	Open			Accounts Payable	OFFICE DEPOT	\$1,797.09		
97842	04/22/2021	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$153.95		
97843	04/22/2021	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ- P.C	\$330.00		
97844	04/22/2021	Open			Accounts Payable	PUBLIC RECORDS AND INFO MGMT GRP	\$500.00		
97845	04/22/2021	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$177.98		
97846	04/22/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$320.00		
97847	04/22/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$87.55		
97848	04/22/2021	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$1,057.00		
97849	04/22/2021	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$6,327.85		
97850	04/22/2021	Open			Accounts Payable	SELECT COUNCIL ON PROGRESSIVE ENFORCEMENT	\$100.00		
97851	04/22/2021	Open			Accounts Payable	SHERWIN WILLIAM	\$142.29		
97852	04/22/2021	Open			Accounts Payable	SHUMS CODA ASSOCIATES, INC	\$3,450.00		
97853	04/22/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,932.90		
97854	04/22/2021	Open			Accounts Payable	SWANK MOTION PICTURES, INC.	\$450.00		
97855	04/22/2021	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$1,487.97		
97856	04/22/2021	Open			Accounts Payable	THE HOME DEPOT	\$1,122.02		
97857	04/22/2021	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$1,170.84		
97858	04/22/2021	Open			Accounts Payable	ULINE, INC.	\$636.51		
97859	04/22/2021	Open			Accounts Payable	UNITED JANITORIAL SUPPLY, INC.	\$2,000.00		
97860	04/22/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE LLC	\$2,879.99		
97861	04/22/2021	Open			Accounts Payable	W W WILLIAMS COMPANY LLC	\$1,290.07		
97862	04/22/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$575.27		
97863	04/22/2021	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$300.00		
97864	04/22/2021	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
97865	04/22/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$4,987.21		
97866	04/22/2021	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$8,893.40		
97867	04/22/2021	Open			Accounts Payable	AHERN RENTALS, INC.	\$452.99		
97868	04/22/2021	Open			Accounts Payable	ANDERSON HYDRAULICS INC	\$209.75		
97869	04/22/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,038.17		
97870	04/22/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,231.53		
97871	04/22/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$466.93		
97872	04/22/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$154.49		
97873	04/22/2021	Open			Accounts Payable	BTE BODY COMPANY INC	\$247.51		
97874	04/22/2021	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$235.78		
97875	04/22/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$594.26		
97876	04/22/2021	Open			Accounts Payable	PURCELL TIRE CO.	\$1,090.12		
97877	04/22/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$2,390.94		
97878	04/22/2021	Open			Accounts Payable	YUMA COUNTY RECORDER	\$291.00		
97879	04/22/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$3,084.26		
Type Check Totals:							\$111,132.68		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
--------	--------	-------	--------------------	-------------------

Payment Register

From Payment Date: 4/19/2021 - To Payment Date: 4/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	82	\$111,132.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$111,132.68	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	82	\$111,132.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$111,132.68	\$0.00	
Grand Totals:									
		Checks			Status	Count	Transaction Amount	Reconciled Amount	
					Open	82	\$111,132.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$111,132.68	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	82	\$111,132.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$111,132.68	\$0.00	

Oriana
Duarte

Digitally signed by: Oriana
Duarte
DN: CN = Oriana Duarte
email = oduarte@sanluisaz.
gov C = US O = City of San
Luis OU = Finance
Department
Date: 2021.04.22 17:29:13
-0700



Pay Day Register

Pay Date Range 04/10/21 - 04/23/21

Pay Batch 202109

Pay Batch 202109 Total

Employees in Pay Batch 270

Female Employees in Pay Batch 73

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	16,874.5021	355,995.33	Gross	482,343.87	ASRS ALTERNATE	1,238.24
1000 - ADMIN LEAVE	90.0000	1,686.20	Imputed Income		AZ STATE RETIREMENT	33,513.37
1001 - LEAVE WITHOUT PAY	20.5000	.00	FEDERAL TAX WITHHOLDING	28,832.69	LONG TERM DISABILITY	501.00
1005 - BEREAVEMENT	90.0000	2,220.90	SOCIAL SECURITY TAX	29,905.14	PSPRS FIRE DB NORM - TIER 1	8,560.88
1006 - CIVIC LEAVE	48.0000	822.72	MEDICARE	6,993.96	PSPRS FIRE DB NORM - TIER 2	574.64
1009 - PART TIME	461.1665	11,833.73	STATE WITHHOLDING	11,572.89	PSPRS FIRE DB NORM - TIER 3	2,329.69
1010 - PART TIME FIREFIGHTERS	175.8334	2,901.58	AZ STATE RETIREMENT	33,513.37	PSPRS FIRE DB UNFUND - TIER	2,184.36
201 - OVERTIME	242.8267	7,289.94	AZ STATE RETIREMENT	44.71	PSPRS FIRE DB UNFUND - TIER	146.63
2019 - COVID-2019	819.3332	14,848.92	DEFERRED COMPENSATION	2,305.00	PSPRS FIRE DB UNFUND - TIER	1,068.23
202 - OP STONE GARDEN- O.T.	419.5000	15,822.51	GARNISHMENT - CHILD	1,158.60	PSPRS FIRE DCCN - TIER 3	163.52
2023 - FMLA - SICK LEAVE	209.6667	4,509.29	LONG TERM DISABILITY	501.00	PSPRS FIRE DISABILITY - TIER	25.62
300 - VACATION EARNED	1,136.5000	.00	PSPRS FIRE DB RATE - TIER 1a	3,547.55	PSPRS POLICE DB NORM - TIER	7,715.48
301 - VACATION USED	977.6132	20,838.00	PSPRS FIRE DB RATE - TIER 1b	1,023.73	PSPRS POLICE DB NORM - TIER	1,089.46
400 - SICK EARNED	1,084.3601	.00	PSPRS FIRE DB RATE - TIER 2	431.36	PSPRS POLICE DB NORM - TIER	2,063.90
401 - SICK USED	907.7536	18,859.71	PSPRS FIRE DB RATE - TIER 3	2,329.69	PSPRS POLICE DB UNFUND -	8,287.00
500 - ON CALL PAY	.0000	1,405.30	PSPRS FIRE DC RATE - TIER 3	163.52	PSPRS POLICE DB UNFUND -	1,170.16
502 - ON CALL PAY I.T.	.0000	100.00	PSPRS FIRE DISABILITY RATE	25.62	PSPRS POLICE DB UNFUND -	2,927.63
705 - FIRE HOLIDAY PAYOFF	32.0000	648.96	PSPRS POLICE DB RATE - TIER	3,103.56	Total	\$73,559.81
809 - RETRO PAY	21.8400	848.05	PSPRS POLICE DB RATE - TIER	2,356.84		
900 - COMPENSATION EARNED	132.0000	.00	PSPRS POLICE DB RATE - TIER 2	1,000.17		
901 - COMPENSATION USED	81.9667	1,809.98	PSPRS POLICE DB RATE - TIER 3	2,063.90		
924 - AMBULANCE - REGULAR	1,173.1668	19,902.75	Net	\$351,470.57		
Total	24,998.5290	\$482,343.87				

Monica Castro
Digitally signed by Monica Castro
DN: CN = Monica Castro email =
mcastro@sanluisaz.gov C = AZ
Date: 2021.04.27 15:29:36 -0700

Workers' Comp	Gross Base
ANIMAL CONTROL OFFICERS	62.31
ATTORNEY- ALL & CLERICAL-	77.60
AUTO SERVICE/ REPAIR	256.54
BUILDING- NOC OPER BY	1,086.45
BUS COMPANY AND DRIVERS	152.66
CLERICAL OFFICE/ LIBRARY/	269.07
Electrician	59.11
FIREFIGHTERS & DRIVERS	3,922.90
GARBAGE/ ASH/ REFUSE	280.99
MUNICIPAL/ TOWN/	135.53
PARKS- NOC ALL EMPLOYEES	612.59
POLICE OFFICERS	4,218.53
RECREATION- ALL EMPLOYEES/	208.67
SEWAGE DISPOSAL/ PLANT	595.66
Street or Road Construction	1,942.99
WATERWORKS OPERATIONS	475.80
Total	\$14,357.40

Direct Deposits Amount



Pay Day Register

Pay Date Range 04/10/21 - 04/23/21

Pay Batch 202109

1st Bank Yuma	28,897.59
ACADEMY BANK	3,021.15
Bank of America	1,310.27
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	171,273.49
chase centro	1,051.07
Federal Credit Union	35,886.29
FF CREDIT UNION	2,013.16
FIREFIGHTER FIRST CREDIT UNION	4,108.06
FIRST NATIONAL BANK TEXAS	1,551.90
GREEN DOT BANK	363.31
MIT FEDERAL CREDIT UNION	387.09
National Bank	3,066.32
Navy Federal	16,546.00
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	648.00
Sunbank	1,324.20
THE FOOTHILLS BANK	449.44
USAA FEDERAL SAVING	3,429.14
WASHINGTON FEDERAL	1,330.98
Wells Fargo	72,253.44
WELLS FARGO CA	1,331.32
Total	<u>\$350,712.22</u>
Check	\$758.35

Payment Register

From Payment Date: 4/26/2021 - To Payment Date: 4/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
97880	04/26/2021	Open			Utility Management	CASTILLO, JUAN	\$167.04		
					Refund				
97881	04/26/2021	Open			Utility Management	CORDOVA, FERNANDO	\$152.39		
					Refund				
97882	04/26/2021	Open			Utility Management	DIAZ, ALONSO & LAURA RAMIREZ	\$139.62		
					Refund				
97883	04/26/2021	Open			Utility Management	FELIX, ANGELITA	\$60.12		
					Refund				
97884	04/26/2021	Open			Utility Management	HEREDIA, OMAR	\$233.00		
					Refund				
97885	04/26/2021	Open			Utility Management	MACHUCA, LETICIA, I	\$117.70		
					Refund				
97886	04/26/2021	Open			Utility Management	MELCHOR, ROBERT	\$122.65		
					Refund				
97887	04/26/2021	Open			Utility Management	MIRAMONTES, FRANCISCO & CINTHIA	\$125.45		
					Refund				
97888	04/26/2021	Open			Utility Management	MORENO, ROBERTO	\$209.43		
					Refund				
97889	04/26/2021	Open			Utility Management	NOLASCO, CELIA	\$150.02		
					Refund				
97890	04/26/2021	Open			Utility Management	PAYANES, NORMA	\$165.51		
					Refund				
97891	04/26/2021	Open			Utility Management	PONCE, ROSA, L	\$204.92		
					Refund				
97892	04/26/2021	Open			Utility Management	PONCE, VICTOR, E	\$164.09		
					Refund				
97893	04/26/2021	Open			Utility Management	RAMIREZ, IGNACIO	\$201.88		
					Refund				
97894	04/26/2021	Open			Utility Management	SAAVEDRA, MARIA	\$141.77		
					Refund				
97895	04/29/2021	Open			Accounts Payable	ALVAREZ, MIGUEL	\$76.00		
97896	04/29/2021	Open			Accounts Payable	BOBADILLA, YADIRA	\$236.08		
97897	04/29/2021	Open			Accounts Payable	CARRANCHO, MARIO, A	\$94.94		
97898	04/29/2021	Open			Accounts Payable	ENCINAS, JOSE	\$150.00		
97899	04/29/2021	Open			Accounts Payable	JESSUP, RICHARD	\$150.00		
97900	04/29/2021	Open			Accounts Payable	JUAREZ, NANCY	\$76.00		
97901	04/29/2021	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$700.00		
97902	04/29/2021	Open			Accounts Payable	MOLINA, YOLANDA	\$3,085.50		
97903	04/29/2021	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
97904	04/29/2021	Open			Accounts Payable	RAMIREZ ZAVALA, JOSE	\$142.66		
97905	04/29/2021	Open			Accounts Payable	REYNOSO, NIGEL	\$76.00		
97906	04/29/2021	Open			Accounts Payable	SANTANA, MARCO	\$236.00		
97907	04/29/2021	Open			Accounts Payable	VALENZUELA, SERGIO	\$150.00		
97908	04/29/2021	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$2,698.76		
97909	04/29/2021	Open			Accounts Payable	PETTY CASH/RECREATION	\$100.00		
97910	04/29/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1,158.60		
97911	04/29/2021	Open			Accounts Payable	4 IMPRINT	\$4,386.62		

Payment Register

From Payment Date: 4/26/2021 - To Payment Date: 4/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97912	04/29/2021	Open			Accounts Payable	AHERN RENTALS, INC.	\$316.29		
97913	04/29/2021	Open			Accounts Payable	ALSCO, INC	\$204.62		
97914	04/29/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,026.69		
97915	04/29/2021	Open			Accounts Payable	AMERICA'S TRANSMISSIONS	\$2,030.40		
97916	04/29/2021	Open			Accounts Payable	ANDERSON HYDRAULICS INC	\$174.85		
97917	04/29/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
97918	04/29/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,911.51		
97919	04/29/2021	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$277.02		
97920	04/29/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$434.67		
97921	04/29/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,583.21		
97922	04/29/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$1,178.24		
97923	04/29/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$78.06		
97924	04/29/2021	Open			Accounts Payable	CENTURYLINK	\$1,338.07		
97925	04/29/2021	Open			Accounts Payable	CIVICPLUS	\$716.63		
97926	04/29/2021	Open			Accounts Payable	COUNTY RV REPAIR & SALES LLC	\$130.00		
97927	04/29/2021	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$203.98		
97928	04/29/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$33.20		
97929	04/29/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$249.73		
97930	04/29/2021	Open			Accounts Payable	EMPIRE MACHINERY	\$1,861.57		
97931	04/29/2021	Open			Accounts Payable	ETE FITNESS SUPERSTORE INC	\$2,766.64		
97932	04/29/2021	Open			Accounts Payable	FACTOR SALES, INC.	\$251.87		
97933	04/29/2021	Open			Accounts Payable	FISHER CHRYSLER DODGE JEEP	\$84.31		
97934	04/29/2021	Open			Accounts Payable	FORENSIC PIECES, INC	\$1,190.00		
97935	04/29/2021	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$228.32		
97936	04/29/2021	Open			Accounts Payable	IMPERIAL PIPE AND STEEL SUPPLY	\$2,579.29		
97937	04/29/2021	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$9,015.00		
97938	04/29/2021	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$271.17		
97939	04/29/2021	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$141.62		
97940	04/29/2021	Open			Accounts Payable	KTL&C, LLC.	\$425.36		
97941	04/29/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,272.73		
97942	04/29/2021	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$219.18		
97943	04/29/2021	Open			Accounts Payable	OFFICE DEPOT	\$3,222.76		
97944	04/29/2021	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$1,769.29		
97945	04/29/2021	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ- P.C	\$836.00		
97946	04/29/2021	Open			Accounts Payable	PINNACLE PEAK HOLDING CORP.	\$291.02		
97947	04/29/2021	Open			Accounts Payable	PPEP INC.	\$7,500.00		
97948	04/29/2021	Open			Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL	\$1,300.00		
97949	04/29/2021	Open			Accounts Payable	PURCELL TIRE CO.	\$858.98		
97950	04/29/2021	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,716.94		
97951	04/29/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$25.77		
97952	04/29/2021	Open			Accounts Payable	RM GRAPHICS	\$497.00		
97953	04/29/2021	Open			Accounts Payable	ROACH PEST CONTROL	\$800.00		
97954	04/29/2021	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$331.13		

Payment Register

From Payment Date: 4/26/2021 - To Payment Date: 4/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97955	04/29/2021	Open			Accounts Payable	SAM'S CLUB	\$3,276.79		
97956	04/29/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$23,270.33		
97957	04/29/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$50,974.05		
97958	04/29/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,918.57		
97959	04/29/2021	Open			Accounts Payable	SOUTHWEST BOOT CO INC	\$3,821.12		
97960	04/29/2021	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$528.00		
97961	04/29/2021	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	\$195.00		
97962	04/29/2021	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$3,737.88		
97963	04/29/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,059.41		
97964	04/29/2021	Open			Accounts Payable	TORRES, ALEJANDRA, S	\$524.40		
97965	04/29/2021	Open			Accounts Payable	TRI-TECH FORENSICS INC.	\$1,047.84		
97966	04/29/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$280.15		
97967	04/29/2021	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$1,121.48		
97968	04/29/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$1,639.31		
97969	04/29/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$896.99		
97970	04/29/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$463.62		
97971	04/29/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,640.92		
97972	04/29/2021	Open			Accounts Payable	ZOLL MEDICAL CORP	\$433.99		
97973	04/29/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$122.12		
94 Transactions							\$176,558.84		

Type Check Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$176,558.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$176,558.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$176,558.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$176,558.84	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$176,558.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$176,558.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$176,558.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$176,558.84	\$0.00

Oriana
Duarte

Digitally signed by: Oriana
Duarte
DN: CN = Oriana Duarte
email = oduarte@sanluisaz.
gov C = US O = City of San
Luis OU = Finance
Department
Date: 2021.04.29 18:06:24
+0700



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 05/12/2021

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

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any on all matters regarding the purchase of outdoor fitness equipment for city parks and pathways. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

The Parks and Recreation Department would like to add new features to our city parks, and future pathways, so our community can have a diverse way to exercise outdoors. Currently, our parks do not have fitness areas, and staff has been working on a way to change this. Staff has reached out to Davebang Associates Inc. for assistance and requested a quote for items that would be of great use for the community. Staff have worked with Davebang Associates Inc. for many years and have purchased various playground equipment for the city parks. The items that have been quoted are a row machine, fitness bike, sit-up station, twist and step, double leg press, and push up/dip station.

Davebang Associates Inc. is part of the Mohave State Contracts cooperative purchasing. and the contract for all these items for a total of \$15,666.68. City Code-Purchasing § 36.09 allows for cooperative purchasing, ensuring that the City is getting the best prices in the market.

Staff would also like to request that the Mayor and City Council approve a budget transfer from the Parks Department and Public Works - Fleet Division. Staff will be working with Public Works in regard to this purchase and will use unused Capital Improvement Projects (CIP) funds from the delayed construction of the Fleet Shop Project. Staff is open to any recommendations or directions Mayor and City Council may have in regard to this purchase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE FOR EXERCISE EQUIPMENT AS PRESENTED IN THE AMOUNT OF \$15,667.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$15,666.68
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	\$15,667.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact

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

Due to this purchase not being budgeted for FY 20-21, staff would like to seek approval from Mayor and City Council in a budget transfer for the Parks Department. Staff would like to transfer a total of \$10,000.00 from the Gas/Oil, Dues/Subscriptions, Software Support, Contractual Services and Maintenance/Other GL Accounts to the 100-999-90000 Capital Outlay Equipment account to cover this purchase. Staff is working with the Public Works Department and will count with their assistance with this expense as well. The Public Works Department will be providing the remaining budget needed for this purchase using their Fleet Division unused CIP GL Account 100-999-90015.(Fleet Shop Project) From this account, \$5,667.00 will be transferred into 100-999-90000 Capital Outlay Equipment Account to complete this purchase. This amount is available due to unused funds left over from delayed construction of the Fleet Shop Project. (Additional budget transferred attached)

Attachments

Davebang Associates Inc. - Park Fitness Equipment Quote
Budget Transfer - Outdoor Fitness Equipment
Budget Transfer - Outdoor Fitness Equipment (Fleet Division)

To: **City of San Luis**
Attn: Lizandro Galaviz
965 N. Park Avenue
San Luis, AZ 85349

Estimate Date

05/03/2021

Salesperson

Andrew Ross

San Luis Fitness

Estimated Shipping Date 6-8 Weeks		Shipped Via Truck - AZ	FOB San Luis	Terms Net 30 Mohave #190-BANG-0221	
Quantity	Description		Unit Price	Total Extended	
	"Drawing # A21028SP"				
1	ExoFit Outdoor Fitness #XO-029 Row Machine		\$1,999.00	\$1,999.00	
1	ExoFit Outdoor Fitness #XO-025 Fitness Bike		\$1,999.00	\$1,999.00	
1	ExoFit Outdoor Fitness #XO-021 Sit Up Station		\$1,899.00	\$1,899.00	
1	ExoFit Outdoor Fitness #XO-047 Twist & Step		\$2,699.00	\$2,699.00	
1	ExoFit Outdoor Fitness #XO-133- Leg Press (Double)		\$2,599.00	\$2,599.00	
1	ExoFit Outdoor Fitness #XO-039 Push Up/Dip Station		\$1,899.00	\$1,899.00	
	Subtotal			\$13,094.00	
	Less Mohave Discount			(\$1,964.10)	
1	ExoFit Shipping		\$3,613.00	\$3,613.00	
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS			Subtotal	\$14,742.90	
THANK YOU FOR THIS CHANCE TO ESTIMATE			Tax (8.3%)	\$923.78	
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.			Total	\$15,666.68	

Accepted By
 Print Name:

Signature:

Date:

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *For AZ M.R.R.A. Projects ONLY, price includes any tax that was paid at the Point of Purchase unless otherwise noted.
- *Tax NOT included unless otherwise noted - Tax will be added to your invoice if approved exemption certificate is not received by product ship date.
- *Customer responsible for quoted quantities and model numbers, please check!
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges of 3% to quote total will apply.
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Mesa, AZ.

3. Shipping / Unloading

*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload

**IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.

*Equipment will ship to Dave Bang Associates yard in Mesa, AZ. If installation was purchased, the installers will deliver to site at the time of installation. Please request an updated or revised quote if any of the equipment will ship elsewhere.

*If quoted, Will Call Pick up address and times are:

Dave Bang Associates, Inc.

140 N. Gilbert Road, Mesa, AZ 85203

Appointments Required: Monday-Friday from 8:00am to 2:00pm

*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

*NOTE: Some Engineered Wood Fiber will be left outside play area after installation if installation has been purchased

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal.

5. General Notes for Purchased Installation

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal

*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

*UTILITY CLAUSE: Installation to include marking of utilities by Blue Stake. Blue Stake CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.

*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

*Installation does NOT include jackhammering. Please call for details.

*Area MUST have normal soil conditions and be level.

*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber unless otherwise noted.

9. Ramada / Shade Shelters

*Ramada / Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Ramada / Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Ramada / Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

11. Stock Items

*DBA Stock Item(s): Model number and color based on availability at time of order – taken from Scratch & Dent / Overstock - sold AS IS with NO warranty. Photo (s) of stock item(s) available upon request at the time of order.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00

Medical Expense - \$5,000.00

Personal & Adv Injury - \$1,000,000.00



Estimate

AZ120642

General Aggregate (per project) - \$2,000,000.00

Products Comp/OP Agg - \$2,000,000.00

Excludes Contractual Liability

Available Endorsements:

Additional Insured Ongoing Operations CG2010

Additional Insured Completed Operations CG 2037

Primary Noncontributory IFG-G-0094

Waiver of Subrogation CG 2404

Per Project Aggregate IFG-G-0065

Per Location Aggregate IFG-G-0064

Auto Liability Limits:

(Any Auto, Hired Autos, Non-Owned Autos)

Combined Single Limit \$1,000,000.00

Available Endorsements:

Auto Blanket Additional Insured/Waiver of Subrogation CAT353

Workers Compensation and Employers Liability:

Each Accident - \$1,000,000.00

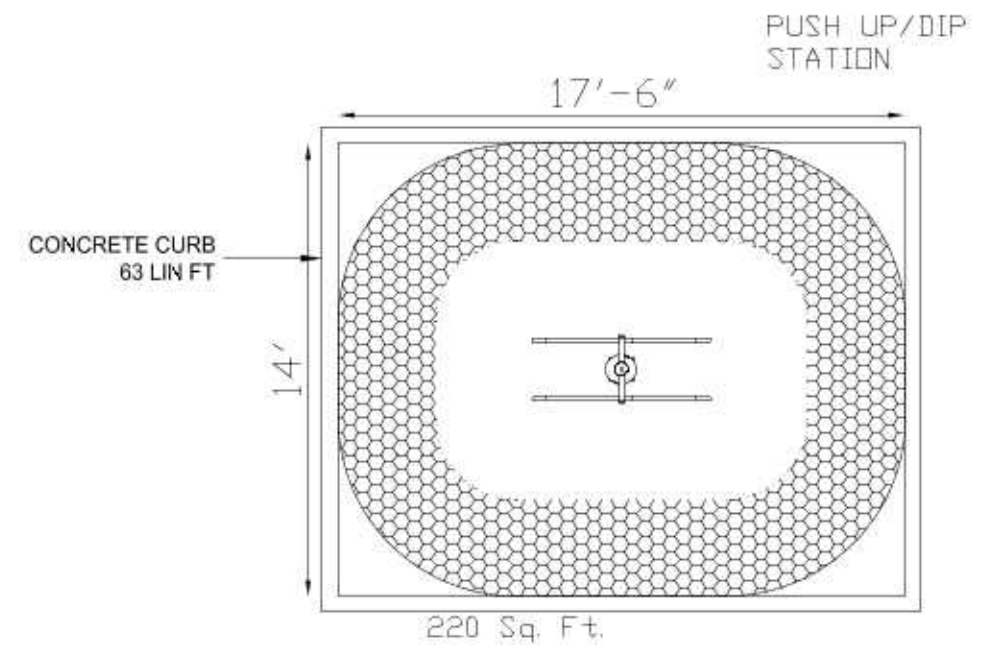
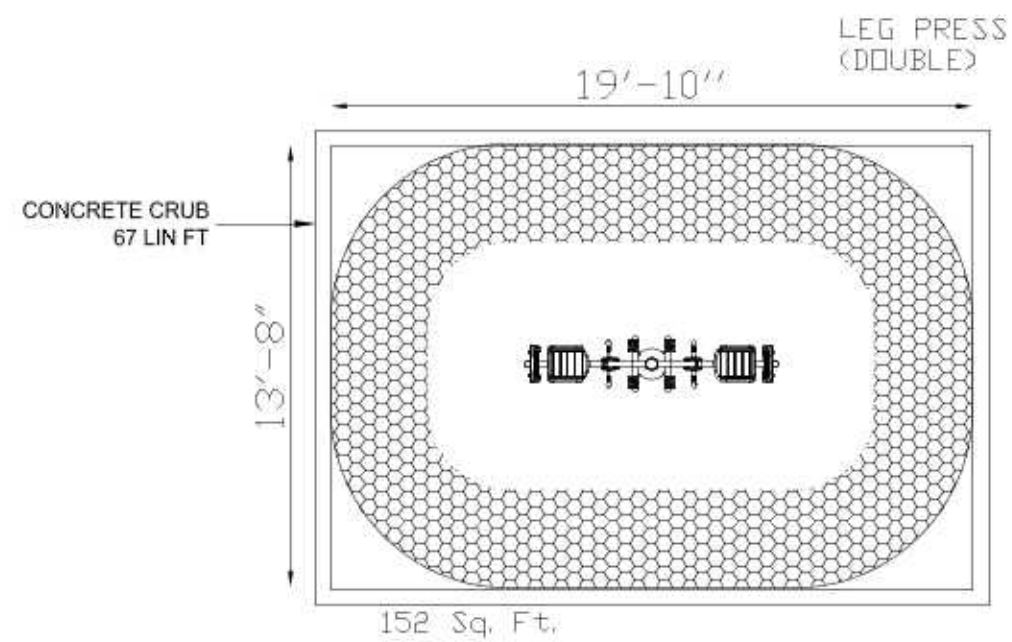
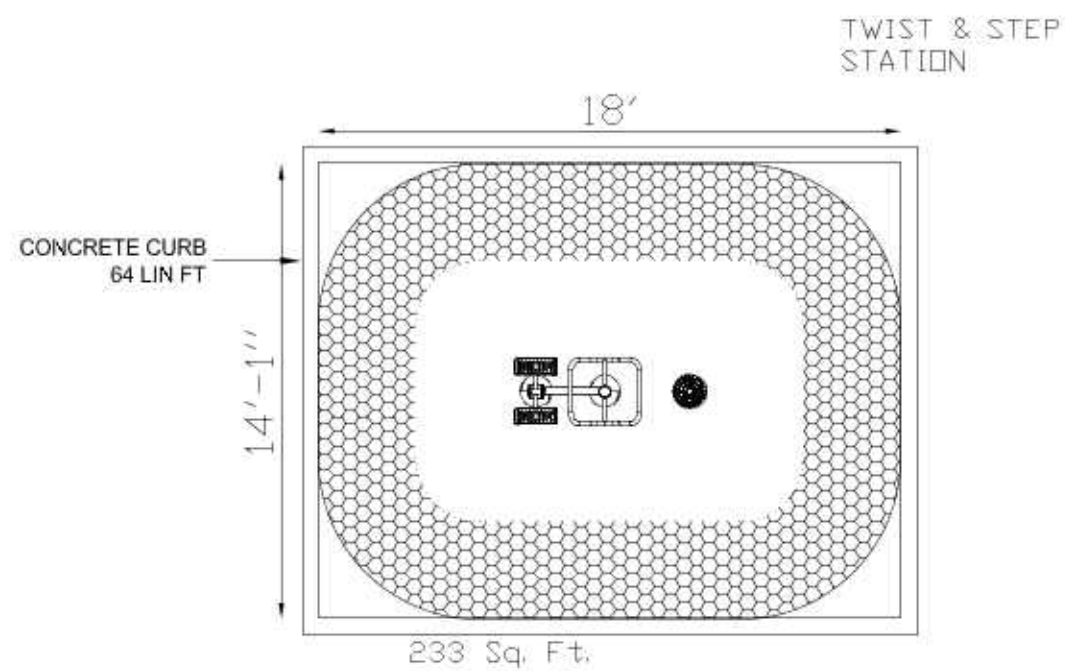
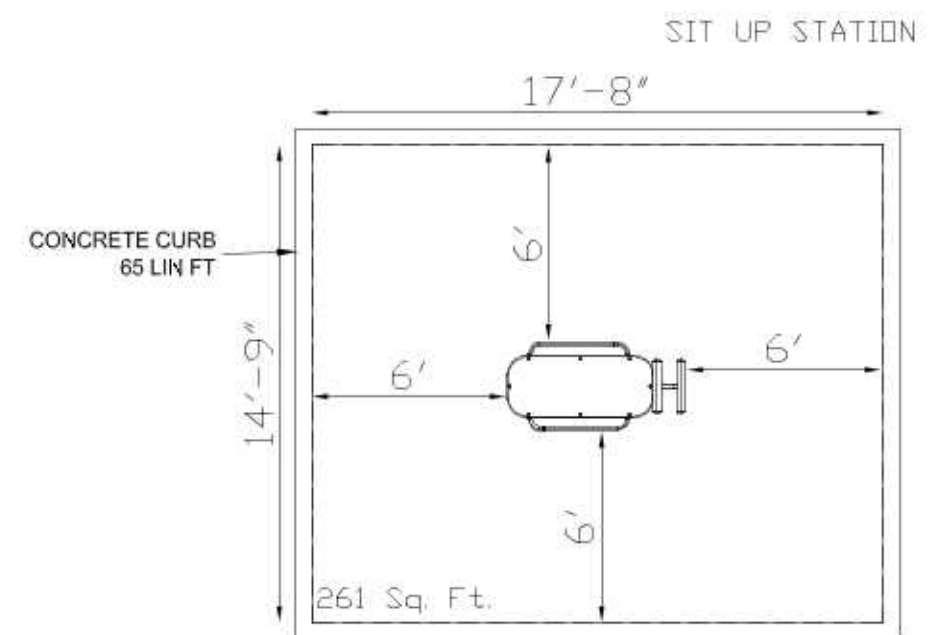
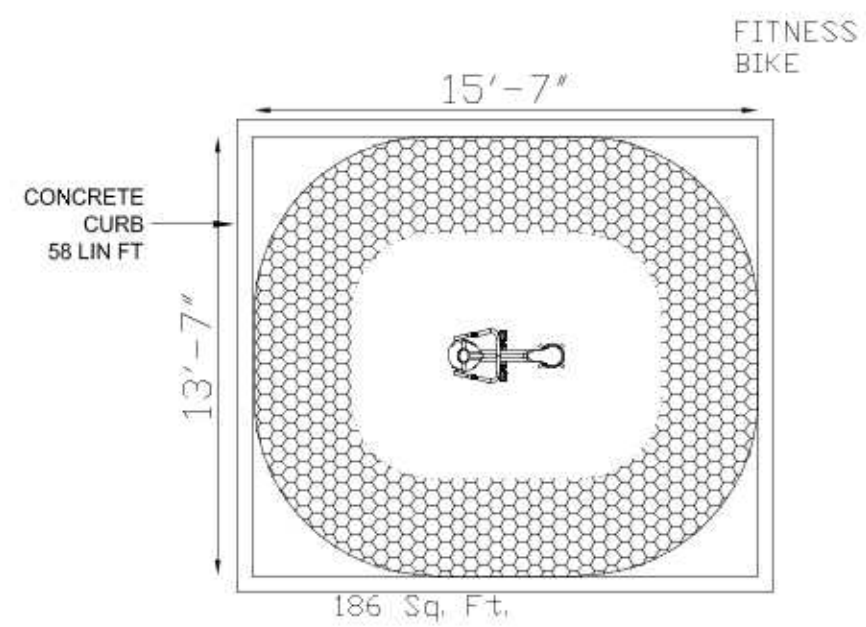
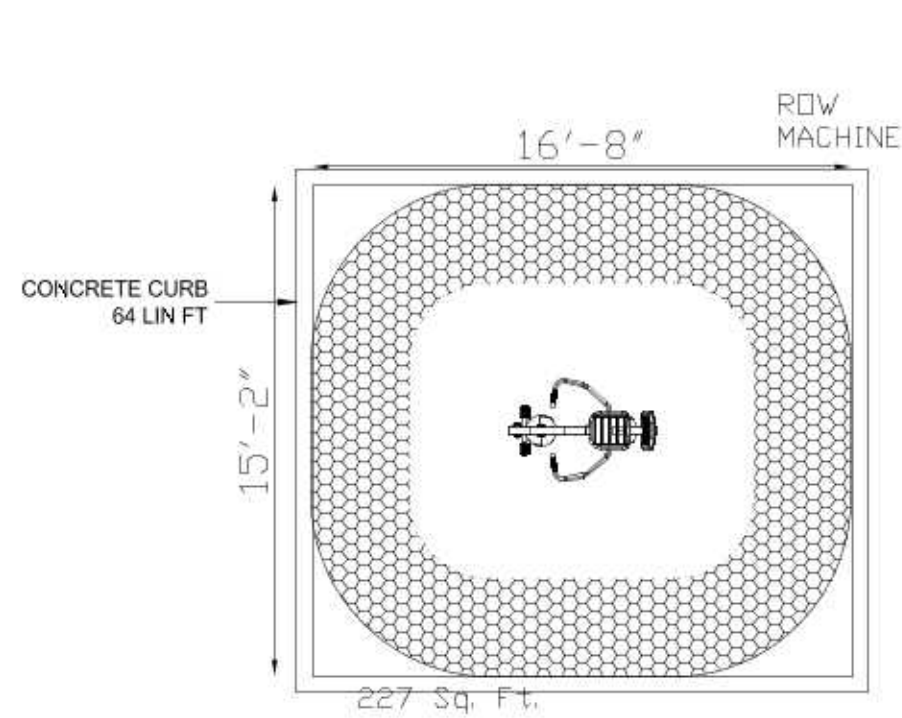
Disease (Ea Employee) - \$1,000,000.00

Disease (Policy Limit) - \$1,000,000.00

Waiver of Subrogation Endorsement available upon request

AZ WC000313

Initial: _____



MANUFACTURERS:

PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO
ASTM F1487-17 AND CPSC #325 GUIDELINES.

PROJECT:

SAN LUIS FITNESS
SAN LUIS, AZ

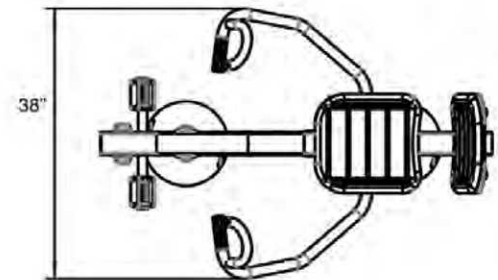
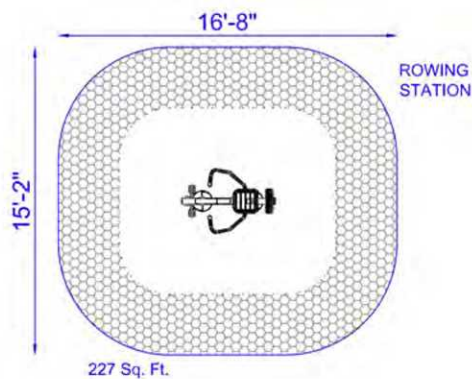
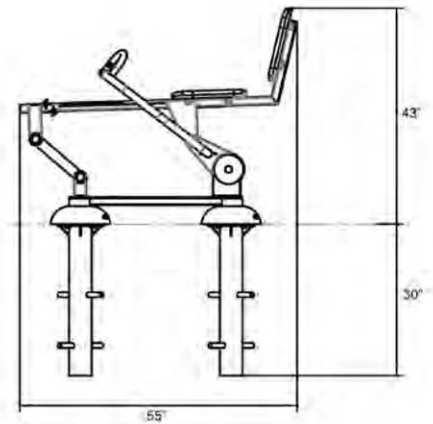
DESIGNED BY:
ANDREW ROSS
FEBRUARY 17, 2021
DRAWING #
A21028SP

DESIGNED FOR:
AGES
13+

since 1979
dave bang
associates inc.
park+playground



Row Machine XO-029



Muscle Focus: Upper Back, Lower Back, Shoulders and Biceps

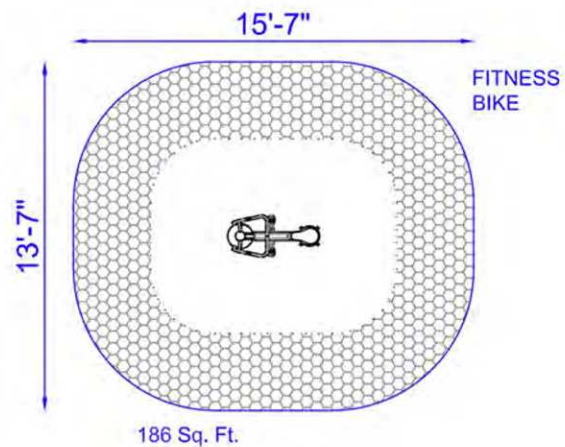
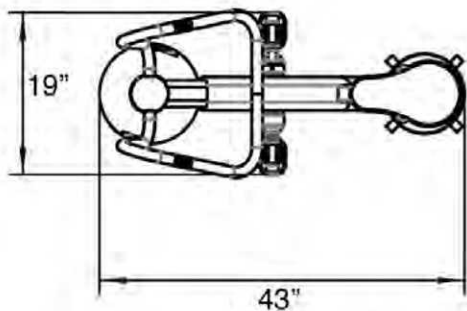
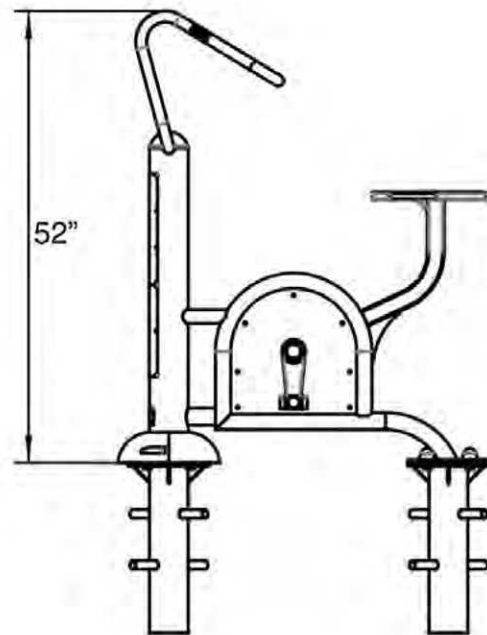
Training: Using a portion of your body weight as resistance, this machine helps develop strength in your back, shoulders and biceps, while giving a great cardio workout.

Critical Fall Height: 30"

Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.

Fitness Bike XO-025



Muscle Focus: Lower Body

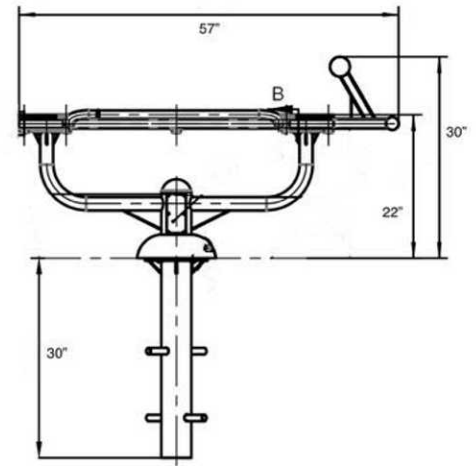
Training: A great low-impact cardio workout, that can also strengthen the thighs, gluteus and calves.

Critical Fall Height: 31"

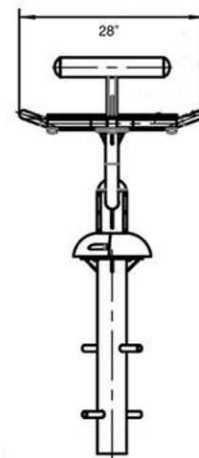
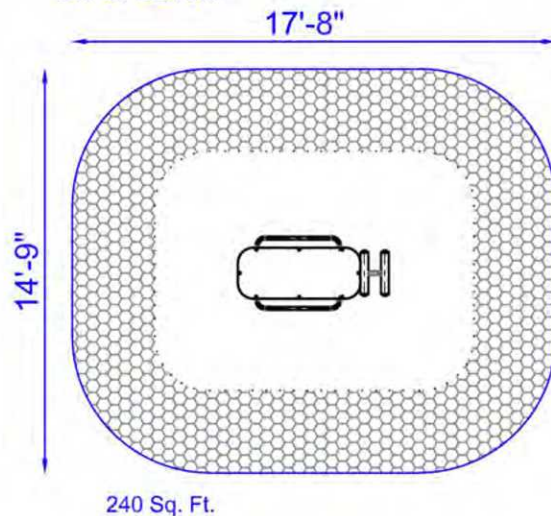
Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.

Sit-up Bench XO-021



SIT UP BENCH



Muscle Focus: Core and Back

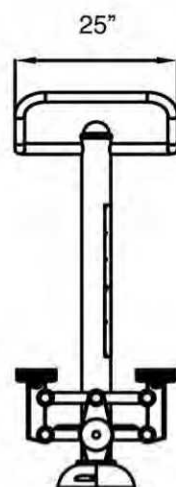
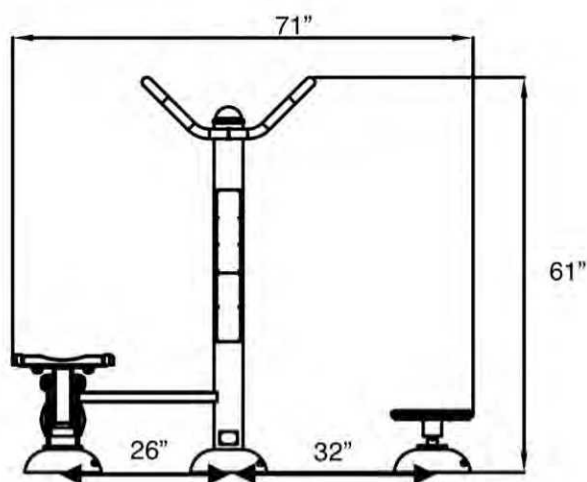
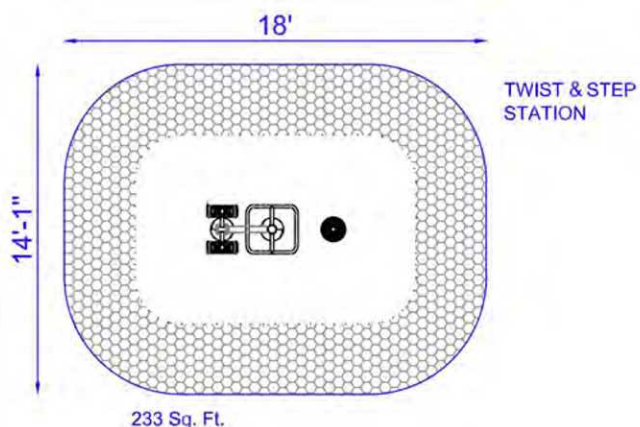
Training: This exercise can improve the strength of the abdominal muscles, as well as the flexor group of muscles of the hip and up pert high. It can be used for sit-ups, leg raises and back stretches

Critical Fall Height: 22"

Users: Intended for use by ages 13 and older.

* See ExoFit warranty for complete details.

Twist & Step XO-047



Muscle Focus: Quadriceps, Thighs, Calves and Abdominals

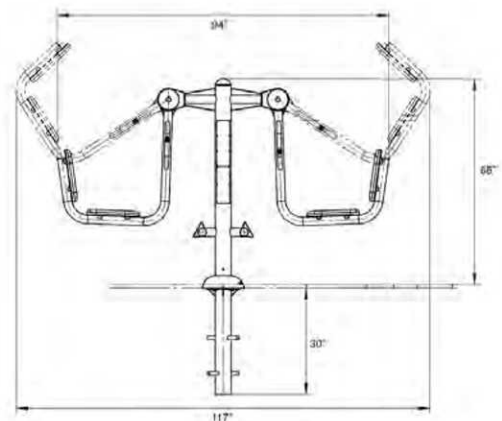
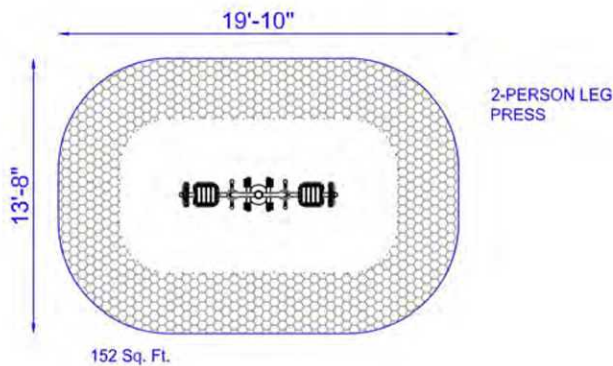
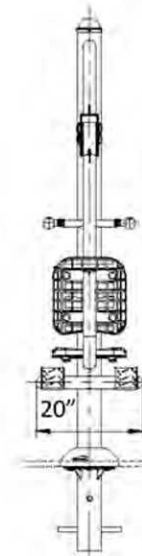
Training: The stepping side strengthens your legs while improving your cardiovascular fitness. The twisting side works your abdominals and core while stretching your back and improving your flexibility.

Critical Fall Height: 17"

Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.

2-Person Leg Press XO-033



Muscle Focus: Strengthens Leg muscles (particularly Quadriceps and Calves), as well as Gluteus Maximus

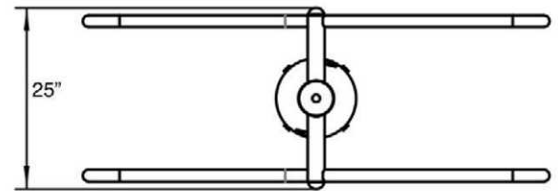
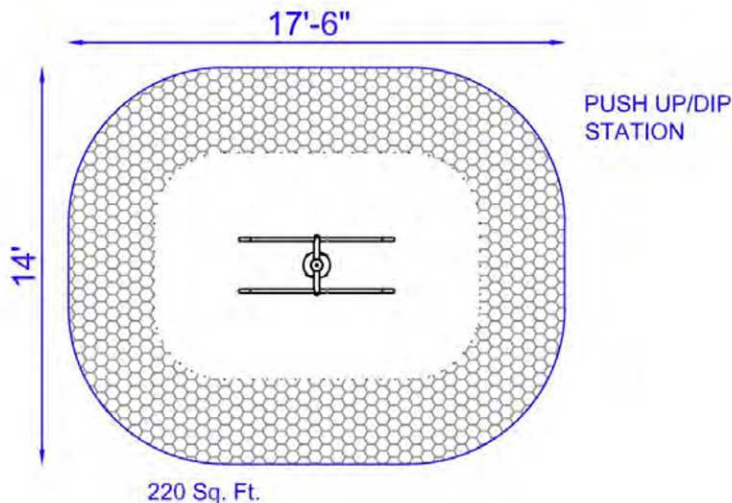
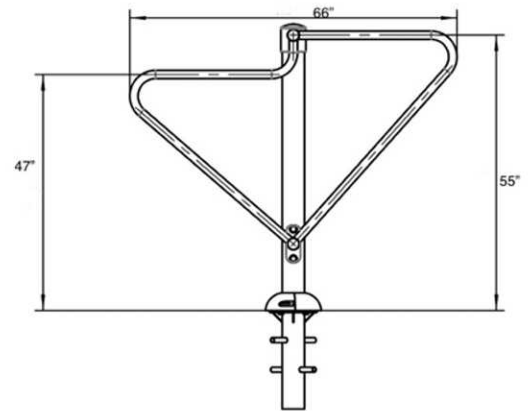
Training: Sit on the chair and step on the footboard. Stretching legs with force and recover slowly. Repeat. An important workout for developing leg strength, this piece is effective in using your own body weight for resistance.

Critical Fall Height: 48"

Users: Intended for use by ages 13 and older.

See ExoFit Warranty for complete details.

Push-up/Dip Station XO-039



Muscle Focus: Triceps, Biceps, Shoulders, Chest and Core

Training: This multipurpose product can be used for Tricep dips and Push-ups

Critical Fall Height: 55"

Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.



City of San Luis Budget Adjustment Form

Reason for Budget Adjustment:

Budget transfer for the Capital Outlay - Equipment account is needed in order to process a requisition for the purchase of outdoor fitness equipment for City parks. This purchase is being presented to Mayor and City Council for approval, and if approved, various outdoor fitness equipment will be purchased and placed in City park, or future pathways, for our community to use.

Account Number	Account Name	Amended Budget FY19/20	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 19/20
100-144-70005	Gas / Oil	\$30,000.00		\$5,000.00	\$25,000.00
100-144-60020	Dues/Subscriptions	\$500.00		\$200.00	\$300.00
100-144-70040	Software Support	\$4,300.00		\$800.00	\$3,500.00
100-144-80000	Contractual Services	\$5,000.00		\$1,500.00	\$3,500.00
100-14-70025	Maintenance / Other	\$81,000.00		\$2,500.00	\$78,500.00
100-999-90000	Capital Outlay - Equipment	\$29,852.00	\$10,000.00		\$39,852.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total			\$10,000.00	\$10,000.00	

Department Head _____

Date 5/4/2021

City Manager _____

Date _____

Finance Department _____

Date _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 05/12/2021

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

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks' presentation during the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The City of San Luis, Parks & Recreation Department, has been working with Lantis Productions, Inc., for many years in using their services for the fireworks' presentation at the 4th of July event. For over 10 years, Lantis has provided us with exceptional service and has helped make our event be a memorable one for all of our residents. Lantis has been in the business since 1945 and has a national reputation. Pyrotechnics, by their very nature, are explosive and extremely dangerous devices that should only be handled by trained and experienced professionals. The City of San Luis knows of Lantis Productions, Inc., and has a long-standing proven track record with them.

The amount that is being spent is less than \$35,000.00 and is within the range of the San Luis City Code-Purchasing Section § 3.05.010 (D). This section provides in part that a written explanation can be maintained with the purchasing documents explaining why quotes were not obtained. Because this is a unique and dangerous service, and it would be unwise to deal with an unknown provider. This is why staff would like to inform the City Council of the reason why Parks & Recreation is not seeking three (3) quotes for fireworks providers with the purchasing documents.

This year, the Lantis quote is \$32,400.00, which is \$12,000.00 higher than last year. The reason this year's firework display is quoted a bit higher is because staff would like to have two locations. One location would be at the Joe Orduño Park and the other location would be at the New East Park Site, located between 19th Street and 20th Street, off of 24th Street. This additional location would permit the fireworks display to be viewed by more residents within our City.

Legal staff is contacting the Risk Pool and working with Lantis to finalize the contract, so if the direction from Mayor and Council is to proceed, this matter will be on the regular agenda rather than the consent agenda with the final contract.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE \$32,400 FOR THE FIREWORKS DISPLAYS ON JULY 4TH AND DIRECT STAFF TO TAKE ALL ACTIONS TO ENTER INTO AN APPROPRIATE CONTRACT WITH LANTIS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$32,400.00
BUDGETED AMOUNT:	Budgeted for Fiscal Year 2021
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Special Services - 100-145-80005

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

Fiscal impact as described above. This expense was budgeted within the Recreation Department budget for Fiscal Year 2022 which is currently in progress.

Attachments

Draft Lantis Fireworks Contract 2021
Lantis Fireworks Invoice 2021
Purchasing Code Memo - 4th of July Celebration Fireworks

50%/50%

Show: 21049

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on May 4, 2021 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and San Luis of Arizona (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Thirty-Two Thousand Four Hundred and No/100 (\$32,400.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract	\$ 16,200.00
2. Due ten days prior to the show	\$ 16,200.00
Total:	\$ 32,400.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 4, 2021. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only, the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Arizona. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on January 28, 2021 at Fairfield, UT.

Lantis Productions Inc.

by:  _____
Kenneth L. Lantis, President

CLIENT

Executed on behalf of _____ this _____ day of _____, 2021
at,

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show 21049

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: San Luis

Billing Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Show Date: July 4, 2021 Approximate Time: 10:30 PM Length of Show: 20 min

Show Location: Joe Orduno Park
 965 North Park Ave.
 San Luis, Arizona 85349

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Louie Galaviz

Angel Ramirez

Name

Name

P.O Box 1170

P.O. Box 1170

Address

Address

San Luis, Arizona 85349

San Luis, Arizona 85349

City, State, Zip

City, State, Zip

Phone Office 928-341-8535

Phone Office 928-446-1535

Home _____

Home _____

Cell 928-919-8613

Cell _____

Specific Address of Display Site:

Joe Orduno Park
965 North Park Ave.
San Luis, Arizona 85349

Routing to Location from Major Highway:

1-8 to 16th street. Take a left on 16th St. to Ave B. Take left on Ave B- all the way to San Luis. Take left on Juan Sanchez Blvd. Take Left into Joe Orduno Park.

Extremely Important Nearest Airport:

Yuma International Airport

Approximate Distance: 20 miles Miles

Additional Comments. _____ Use: reverse side if needed.

INSURANCE CERTIFICATE REQUISITION

Lantis Productions Inc

Show: 21049

Client Name: San Luis

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Display Date: July 4, 2021

Approximate Time: 10:30 PM

**Location of Display: Joe Orduno Park
965 North Park Ave.
San Luis, Arizona 85349**

Exact Names of those to be insured: City of San Luis

Name of Site Property Owner: City of San Luis

Insurance Certificate is to be issued to: City of San Luis

Title: Parks & Rec Director Phone: 928-341-8535

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show: 21049

Dear Customer: San Luis

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.



Lantis Fireworks & lasers

P.O. Box 491
Draper, Utah 84020
801-768-2255 fax 801-768-2433

Invoice No. **21049**

INVOICE

Customer

Name San Luis
Address 965 North park Ave
City San Luis State AZ Zip 85349
Phone 928.341.8535

Date 4/23/2021
Order No. _____
Rep Ken
FOB _____

Qty	Description	Unit Price	TOTAL
1	Display Show	\$32,400.00	\$32,400.00
Please reference the invoice number when making your payment.			
Thank you!!!!			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$32,400.00
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$32,400.00

Office Use Only

Thank You

Date: April 28, 2021

To: Monica Castro, Finance Director
Angelica Cifuentes, Purchasing Agent

From: Kay Marion Macuil, City Attorney

Copy: L. Galaviz, Parks and Recreation Director

Re: Contract with Lantis Productions, Inc. in the Amount of \$32,400.00
For the 4th of July Fire Works

The attached Contract with Lantis Productions, Inc. and its attachments are submitted for installment payments as directed in the contract.

The Parks and Recreation Department did not solicit 3 written quotations because: Fireworks are explosive and dangerous by nature. Only trained professionals should handle fireworks. Lantis Productions, Inc. has been in the business since 1945 and has a national reputation. San Luis has contracted with Lantis Productions for more than 10 years without a safety incident. It would not be prudent to deal with an unknown provider for this inherently dangerous service.

The San Luis City Code-Purchasing Section 3.05.010 (D) States:

\$15,000.00 to \$34,999.99. Whenever any contemplated purchase for the sum of at least \$15,000 but not more than \$35,000 the requisitioning department with the assistance of the Purchasing Department shall solicit three written quotations (inclusive of all cost) from vendors and submit them to the Purchasing Department, for awarding to the lowest responsive quote. If three written quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotations, or **explaining why price quotations were not obtained shall be maintained with the purchasing documents.** (Bolding added for emphasis).

This memo serves as the explanation why the Parks and Recreation Department did not solicit 3 quotes.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 05/12/2021

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

Submitted By: Eulogio Vera, Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Los Portales Del Alamo Roadway Paving Project - Phase 2 (Part of Rio Sonora Street, Part of San Felipe Street, and El Desierto Drive). **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The Los Portales Del Alamo Roadway Paving Project - phase 2 consist of repaving a part of San Felipe and Rio Sonora Streets as well as El Desierto Drive. Highway Users division staff have been working on repairing all the curb to eliminate any rub sags and ponding areas within the existing roadways to be ready for the new asphalt. This project is not in the budget for fiscal year 2021; however, it is identified as a high-priority project and was planned to be completed as soon as funding became available. Funding will be secured from the HURF Capital Outlay- Improvements Roads since projects did not move forward as anticipated.

Due to the short window of time that is available for completion, the project was not formally advertised for formal bids, and three (3) quotes were requested. Quotes were received from Cemex Construction Materials South, LLC. and DPE Construction Inc. with quotes in the amount of \$152,949.04 and \$139,020.00, respectively. DPE Construction Inc. is the lowest responsible bidder.

Due to the lowest quote exceeding \$35,000.00, staff is requesting City Council to waive formal purchasing procedures as allowed under the city's purchasing code section 3.05.10 (H).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH DPE CONSTRUCTION, INC., FOR THE ROADWAY PAVING PROJECT OF LOS PORTALES DEL ALAMO PHASE 2 IN THE AMOUNT OF \$139,020.00, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	\$139,020.00
BUDGETED AMOUNT:	See fiscal impact stmt
AVAILABLE AMOUNT TO TRANSFER:	\$150,000.00

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Highway Users Capital
Outlay-Improvement Roads
200-210-90010/\$139,020.00

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

Match funds assigned to CDBG Rancho Los Oros project were not spent due to delay in the right away acquisition. We are proposing to utilize these funds to complete a non budgeted project for Los Portales del Alamo Roadway Paving Project - phase 2. We are asking council approval to do a budget transfer from restricted revenue account 255-210-90015.221 for \$150,000 to HURF account 200-210-90010.

Attachments

Bid Tabulation
Contract Documents
Plans
Budget Transfer Form

CITY OF SAN LUIS
LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT - PHASE 2

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Bidder No. 1 CEMEX Construction Materials South LLC		Bidder No. 2 DPE Construction, Inc.	
				Unit Price	Total	Unit Price	Total
1	Saw Cut and Remove Existing Asphalt (Any thickness)	5831	SY	\$ 2.00	\$ 11,662.00	\$ 2.50	\$ 14,577.50
2	3" AC - 3/4" MAG Mix / Existing ABC	5831	SY	\$ 18.25	\$ 106,415.75	\$ 15.00	\$ 87,465.00
3	Grading Existing ABC for Pavement	5831	SY	\$ 1.00	\$ 5,831.00	\$ 2.00	\$ 11,662.00
4	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-040)	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 775.00	\$ 2,325.00
5	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	6	EA	\$ 350.00	\$ 2,100.00	\$ 500.00	\$ 3,000.00
6	Survey Monument (City of Yuma Std 4-030)	1	EA	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
7	Mobilization	1	LS	\$ 7,307.00	\$ 7,307.00	\$ 5,500.00	\$ 5,500.00
8	Storm Water Pollution Prevention Plan	1	LS	\$ 900.00	\$ 900.00	\$ 2,995.50	\$ 2,995.50
9	Maintenance and Protection of Traffic	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 2,200.00	\$ 2,200.00
10	Construction Staking	1	LS	\$ 5,900.00	\$ 5,900.00	\$ 2,175.00	\$ 2,175.00
TOTAL =				\$ 145,665.75		\$ 132,400.00	
5% CONTINGENCY SUBTOTAL =				\$ 7,283.29		\$ 6,620.00	
TOTAL ESTIMATED PROJECT COST =				\$ 152,949.04		\$ 139,020.00	

CONTRACT DOCUMENTS

FOR

CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2

May 2021

City of San Luis

1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

APPROVED BY:

City Manager:

Tadeo A. De La Hoya

Mayor:

Gerardo Sanchez

Vice-Mayor:

Africa Luna-Carrasco

Council Members:

Gloria Torres
Luis E. Cabrera
Jose Ponce
Mario Buchanan Jr.
Matias Rosales

PREPARED BY:

James Davey and Associates

Consulting Civil Engineers

1025 W 24th Street, Suite 2

Yuma, AZ 85364

(928) 782-7926



TABLE OF CONTENTS
CITY OF SAN LUIS
LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2

THESE CONTRACT DOCUMENTS CONTAINS:

PROJECT NAME, LOCATION AND OVERVIEW.....	GD-1
SCOPE OF WORK	GD-2
PROPOSAL KIT	PK 1 thru PK 5
PROPOSAL AND BID SCHEDULE	PK 1-3
NON-COLLUSION AFFIDAVIT	PK 4
BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST	PK 5
CONTRACT KIT	CK 1 thru CK 7
CONTRACT	CK 1-3
CONTRACT PERFORMANCE SURETY BOND	CK 4
LABOR AND MATERIALS SURETY BOND	CK 5
CERTIFICATE OF INSURANCE	CK 6-7
CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS.....	CA-1
SPECIAL PROVISIONS	SP-1 the SP-10

**MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD
SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION
DATED JANUARY 2015** (Separate Publication)
UNIFORM STANDARD SPECIFICATIONS ONLY

**CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS,
DATED MAY 2019** (Separate Publication)
DETAIL DRAWINGS ONLY

**CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND CITY OF YUMA
CONSTRUCTION STANDARD DETAIL DRAWINGS
DATED OCTOBER 2016** (Separate Publication)



PROJECT NAME, LOCATION AND OVERVIEW

PROJECT NAME:

The name of this project is **CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2**. All correspondence and documents are to reference “CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2”.

PROJECT LOCATION:

The PROJECT is located in Yuma County, Arizona. The proposed work is located along San Felipe Street, Rio Sonora Street, and Desierto Street within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to removal and replacement of approximately 5,831 SY of asphalt, miscellaneous adjustment of existing water valves and manholes frames and covers to finished grade. Work will be performed per specifications in the Contract Documents and Project Plans.

The project is located in the northeast quarter of Section 2, Township 11 South, Range 25 West of the Gila and Salt River Base and Meridian.

OVERVIEW:

This PROPOSAL PAMPHLET contains the bid documents necessary to respond to the Request for Bid for **CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2**. This project is being undertaken by the City of San Luis, Arizona funds. This bid pertains to those activities described herein under the Scope of Work.

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

1. This solicitation is open to general contractors and subcontractors licensed to operate in the State of Arizona.
2. Davis-Bacon wage rates **DO NOT** apply.

SCOPE OF WORK

Scope of Work, CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2.

The PROJECT is located in Yuma County, Arizona. The proposed work is located along San Felipe Street, Rio Sonora Street, and Desierto Street within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to removal and replacement of approximately 5,831 SY of asphalt, miscellaneous adjustment of existing water valves and manholes frames and covers to finished grade. Work will be performed per specifications in the Contract Documents and Project Plans.

Proposal Kit

City of San Luis

Los Portales Del Alamo Roadway Paving Project - Phase 2

PROPOSAL

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

BIDDER FIRM: _____

Project Name: City of San
Los Portales Del Alamo Roadway Paving Project - Phase 2

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 10 (ten) calendar days;

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

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

BID SCHEDULE

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

For: City of San Luis, Arizona

<i>Bid No.</i>	<i>Description</i>	<i>Estimated Quantities</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
1	Saw Cut and Remove Existing Asphalt (Any thickness)	5,831	SY	\$	\$
2	3" AC - 3/4" MAG Mix / Existing ABC	5,831	SY	\$	\$
3	Grading Existing ABC for Pavement	5,831	SY	\$	\$
4	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-040)	3	EA	\$	\$
5	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	6	EA	\$	\$
6	Survey Monument (City of Yuma Std 4-030)	1	EA	\$	\$
7	Mobilization	1	LS	\$	\$
8	Storm Water Pollution Prevention Plan	1	LS	\$	\$
9	Maintenance and Protection of Traffic	1	LS	\$	\$
10	Construction Staking	1	LS	\$	\$

SUBTOTAL \$ _____

5% CONTINGENCY \$ _____

TOTAL ESTIMATED PROJECT COST \$ _____

TOTAL BASE BID AMOUNT IN WORDS _____
_____.

THIS PROPOSAL IS SUBMITTED BY _____,
a corporation organized under the laws of the State of _____,
or a partnership consisting of _____,
or individual trading as _____;
of the City of _____ (City, State) and is the
holder of Arizona State Contractor's license(s): _____
(type) Classification _____ License No. _____.

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

Respectfully Submitted,

Bidder Firm _____
Address _____
City, State, ZIP _____
E-mail _____

By _____
[Signature] [Date]

Name _____
Title _____

ATTEST:
[If Bidder is an Individual]
Witness: _____
[Signature] [Date]

Name and Title: _____

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

To: City of San Luis, Arizona

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

Description of CONTRACT:

Signature of Bidder

Title

Business Name

Address

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for the County of _____, State _____.

My Commission Expires _____, 20____.

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

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

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

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [SUB CONTRACTOR]
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Contract Kit

City of San Luis

Los Portales Del Alamo Roadway Paving Project - Phase 2

**SAMPLE
CONTRACT**

CONTRACT

For the Construction of

City of San Luis Los Portales Del Alamo Roadway Paving Project - Phase 2

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between _____ (CONTRACTOR) of the City of _____, County of _____, and State of _____, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER.

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

ARTICLE I -- SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis Los Portales Del Alamo Roadway Paving Project - Phase 2** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II -- CONTRACT DOCUMENTS: The BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2009, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

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

above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

ARTICLE IV – CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS:

Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as define in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

ARTICLE V - CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet **90 calendar days** from date of Notice to Proceed].

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

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

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

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

This ____ day of _____, 2021

CONTRACTOR [Party of the First Part]

Signature

Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

This ____ day of _____, 2021

City of San Luis
Owner,

Tadeo A. De La Hoya, City Manager

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

CONTRACT PERFORMANCE SURETY BOND

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

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal,

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

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____ day of _____ 20____, to construct the City of San Luis Los Portales Del Alamo Roadway Paving Project - Phase 2, which CONTRACT is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Agency of Record

Agency Address

Surety Firm

By _____
Surety Signature

Principal Firm [Seal]

By _____
Principal Signature

Name and Title {Attach current power of attorney}

Name and Title

LABOR AND MATERIALS SURETY BOND

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

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

For: City of San Luis, Arizona

KNOWN BY ALL MEN THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal,

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

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____ day of _____, 20____, for City of San Luis Los Portales Del Alamo Roadway Paving Project - Phase 2 which CONTRACT is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Agency of Record

Agency Address

Surety Firm

By _____
Surety Signature

Name and Title {Attach current power of attorney}

Principal Firm [Seal]

By _____
Principal Signature

Name and Title

CITY OF SAN LUIS, ARIZONA CERTIFICATE OF INSURANCE

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

The _____
 Certifies that the following insurance policies have been issued on behalf of:
 Name of Insured: _____
 Address of Insured: _____

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

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

- (5) Fire and extended coverage plus Vandalism and Malicious Mischief for the full amount of the CONTRACT, with the County of Yuma named as a additional insured.

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

Policy Includes coverage for:

- (1)
 - a. Damage caused by blasting
 - b. Damage caused by collapse or structural injury
 - c. Damage to underground utilities
- (2) Liability assumed in construction agreements and other types of CONTRACTS or agreements in effect in connection with insured operations.
- (3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

CITY OF SAN LUIS, ARIZONA

CERTIFICATE OF INSURANCE [CONTINUED]

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

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

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the PROJECT has been accepted in writing by the City of San Luis. A renewal Certificate of the required coverage must be sent to the City of San Luis not less than thirty (30) days prior to expiration date).
- (2) The policy shall be endorsed to include the following additional insured language: "City of San Luis, Arizona" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

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

Date

Countersigned by: _____

Signature

Address

Telephone Number

**City of San Luis, Arizona
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

PART 100, SECTION 109, GENERAL CONDITIONS

Project Name: City of San Luis
Los Portales Del Alamo Roadway Paving Project - Phase 2

To: City of San Luis, Arizona

Whom it may concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquished any and all further claims or right of lien under, in connection with, or as a result of the above described PROJECT. The undersigned further agrees to indemnify and save harmless the City of San Luis, Arizona against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

Signed _____
Name/Title

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Special Provisions

City of San Luis

Los Portales Del Alamo Roadway Paving Project – Phase 2

PURPOSE:

The purpose of these Special Provisions is to supplement, modify, replace and/or delete that portion of the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction [Specifications] as adopted by the City of San Luis, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings [Details], given herein, which do not meet specific requirements of this project.

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION DATED JANUARY 2015

(Separate Publication, Uniform Standard Specifications Only as adopted by the City of San Luis)

CITY OF SAN LUIS SUPPLEMENTAL TO MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND THE CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS DATED OCTOBER 2016 (Separate Publication)

PART 100 - GENERAL CONDITIONS

1. SECTION 101 GENERAL CONDITIONS

101.2 General Definitions and Terms of the MAG Uniform Standard Specifications is modified to add the following:

Owner: The City acting through its legally constituted officials, officers or employees.

City: City of San Luis, Arizona acting through its legally constituted officials, officers or employees.

2. SECTION 102 BIDDING REQUIREMENTS AND CONDITION

102.2 Contents of Proposal Pamphlet of the MAG Uniform Standard Specifications, first paragraph is revised to read:

The prospective bidder may purchase plans, special provisions, and proposal pamphlets at James Davey and Associates, office. CAD drawings are not provided to the successful bidder.

102.5 Examination of Plans, Special Provisions and Site of Work of the MAG Uniform Standard Specifications is modified to add:

The Bidder shall be responsible to investigate the project site to satisfy himself/herself as to the actual conditions during construction.

It shall be the Contractor's responsibility to control all water to the extent required to complete the contract items, and to repair and restore all damages due to surface water flows at no cost to the City.

No additional measurement or additional compensation will be made for any additional work required or associated with excavations, earthwork, structures, protecting work areas, move-out and move-in due to flooding, or damaged equipment, the cost being considered as included in the cost of contract items.

3. SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103 Award and Execution of Contract of the MAG Uniform Standard Specifications is modified to add the following:

103.9 Plans: The following sealed drawings, in print form, are the plans for this project, as revised:

Sheet No.	Title
T-1	Cover Sheet "CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT – PHASE 2
G-1	Project Location, Vicinity Map, Key Map, & General Notes
P-1	Plan View – San Felipe Street, Rio Sonora Street, and Desierto Street

Printed and PDF copies of Plans will be provided to Bidders and Contractor. Electronic copies of the plans, regardless of format or source, are not official copies of the plans. Copy fees apply unless otherwise specified.

4. SECTION 104 SCOPE OF WORK

Section 104 Scope of Work of the MAG Uniform Standard Specifications is modified to add the following:

104.1.1 General: The City of San Luis reserves the right to modify the project scope of work after the construction bids are received, opened, evaluated, and before the successful bidder is awarded the contract.

The base contract project construction plans show miscellaneous waterline improvements. However, if construction bids received are lower or higher than the funds available at the time of the Contract being awarded, the City will coordinate with the successful bidder reducing or increasing the project scope of work. Any reduction or increase of construction items shall use the same unit prices contained in the Bid Proposal.

Section 104.2.6 As-Built of the Supplemental to MAG Uniform Standard Specifications is modified to replace the first 2 paragraphs with the following paragraph:

The Contractor shall prepare and furnish "As-Built" record drawings to the City. The Contractor shall obtain one (1) full size set of plans from the Engineer and shall record in red colored pencil or red pen all cases where the actual field construction differs from work shown on the design plans. All concealed work and utility locations shall be dimensioned.

5. SECTION 105 CONTROL OF WORK

Section 105 Control of Work of the MAG Uniform Standard Specifications is modified to add:

105.5.1 Coordination of Plans and Specifications.

In a case of a discrepancy or conflict, the order in which the various documents shall govern is as follows from highest to lowest: addenda, special provisions, plans, agency's supplements to the MAG Uniform Standard Specifications, agency's supplements to the City of Yuma Construction Standard Details Drawings, MAG Uniform Standard Specifications, and City of Yuma Construction Standard Detail Drawings.

105.15 (B) Final Acceptance of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall prepare and furnish "As-Built" record drawings to the City of San Luis. See project Special Provision Section 104.2.5 As-Built above.

105.15 (C) Substantial Completion: Section 105.19, of the 2008 Arizona Department of Transportation Standard Specifications for Road and Bridge Construction is incorporated into this contract by reference.

6. SECTION 106 CONTROL OF MATERIALS

106.1 Source of Materials Quality of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall be responsible for providing all materials to the project. No time extensions or adjustments to the contract will be made due to lack of a materials source being available in close proximity to the project.

Any materials source used for the project shall be properly permitted as applicable. Upon request, the Contractor shall furnish documentation showing the materials source used for the project has current permits as required by local, County, State or Federal regulations.

Contractor shall submit to the Engineer, for approval, concrete, asphalt, and A.B.C. mix designs submittals and manufacturer's shop drawings as applicable and specifications at the pre-construction conference.

7. SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107 Legal Relations and Responsibility to Public of the MAG Uniform Standard Specifications is modified to add the following:

SECTION 107.1.1 CIVIL RIGHTS & DAVIS-BACON WAGE RATES (FEDERAL AID ONLY)

When Federal aid funds are used on a project, the Contractor shall comply and adhere with:

A. Title VI of the Civil Rights Act of 1964, and in accordance with said Act, no person on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract;

B. State of Arizona Executive Order Number 75-5, "PROHIBITION OF DISCRIMINATION IN

STATE CONTRACTS, NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS", which is hereby made a part of this contract by reference. Notices to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph A of said Executive Order are required for posting by the Contractor;

C. Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin; and

D. Federal labor standard provisions.

107.2 Permits of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall conform to all the requirements set forth by the Arizona Department of Environmental Quality for the AZ Pollution Discharge Elimination System Phase II for construction sites larger than one acre. The Contractor shall submit a Notice of Intent (NOI) to ADEQ and maintain and implement a Storm Water Pollution Prevention Plan on site. The Contractor shall have a valid City of San Luis Business License at the time the contract is executed.

107.5 Health, Safety and Sanitation Provisions of the MAG Uniform Standard Specifications is modified to add the following:

All excavations shall be the Contractor's responsibility. All excavations shall be made within the limits of the plan water and street improvements and in accordance with OSHA regulations and in particular with 29 CFR 1926, Sub Part P, Excavations unless more stringent regulations are provided by the State of Arizona in which case the more stringent regulations shall be followed. If sloping of the trench wall in accordance with OSHA requirements will project beyond the plan water and street improvements, the Contractor shall mechanically or structurally shore the trench in accordance with OSHA requirements in a sequence that causes no loss of adjacent ground, surface features, subsurface features or property beyond the planned water and street improvements. The Contractor is responsible for the ground conditions encountered and is responsible for conducting excavations such that the work is contained within the planned water and street improvements.

The Contractor shall make his own assessment of the ground conditions prior to bidding the project and shall take into account and shall include in his unit prices all of the cost of ground conditions to be encountered and all of the costs of complying with OSHA regulations.

This project is located within the Yuma PM10 Non-attainment Area for airborne dust particles. Prior to construction, the Contractor will be required to submit, for approval, a Dust Control Plan. The plan must be able to reduce and maintain visible emissions from fugitive dust sources to a minimum, daily. The plan should address the following mitigation action items:

- A. Control for traffic emission from within the construction site.
- B. Control of track out from unpaved areas of the construction site.
- C. Control of emissions from haul trucks.
- D. Dust control measures at all construction staging areas, detour routes, and worksites.
- E. Control of dust by the use of covers on all trucks hauling material to and from the project.

Measures to clean paved roads may include, but are not limited to water flushing, vacuum sweeping, and manual cleaning of access points. No measurement or direct payment will be made for this item, the cost being considered incidental to the project.

107.6 Public Convenience and Safety of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall develop and implement a traffic control plan for every stage of the work.

The Contractor shall conduct the work in phases as to where local access to businesses and residents are not significantly affected and if deemed necessary, for as short a time as possible.

Access to adjacent properties, cross streets, or use of streets scheduled for improvement shall be reasonably maintained and, unless otherwise allowed or approved by the Engineer, shall be re-established at the end of each workday.

107.11 Contractor's Responsibility for Utility Property and Services of the MAG Uniform Standard Specification is modified to add the following:

It shall be the Contractor's responsibility to provide seven (7) calendar days notice to all appropriate governmental agencies and utility companies prior to starting work affecting their area of concern.

The Contractor's attention is called to the existence of overhead and underground lines within, crossing, and adjacent to the project. The Contractor at all times shall maintain the proper, safe, legal clearance to all overhead and underground lines as required by federal, state, and local regulations. During excavation, the Contractor will maintain a minimum of 5 feet of lateral clearance around the base of overhead line poles unless arrangements are made with the corresponding utility to insure the integrity of the poles foundation and utility pedestals.

The following utility companies have known facilities in the vicinity of the project:

APS
6700 E. 30th Street
Yuma, AZ 85365
(928) 259-4175

Century Link
1850 E 20th Street
Yuma, AZ 85365
(928) 343-8944, (928) 210-0477

City of San Luis
1090 E. Union Street
PO Box 3750
San Luis, AZ 85349
(928) 341-8577

Spectrum/Time Warner Cable
1289 S. 2nd Avenue
Yuma, AZ 85364
(928) 783-4441

Southwest Gas Corporation
7017 E. 30th Street
Yuma, AZ 85366
(928) 341-2604

107.15 STORM WATER POLLUTION PREVENTION PLAN [SWPPP] of the MAG Uniform Standard Specifications is added to the Supplemental MAG Uniform Standard Specifications:

GENERAL:

This section is to be used by the Contractor to provide the required services of this work item.

DESCRIPTION OF WORK:

This project is subject to the Arizona Pollutant Discharge Elimination System **[AZPDES]** stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Discharge from Construction Activities [AZG 2003-001] for Arizona. Under provisions of that permit, the Contractor shall be designated a permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the National Pollution Discharge Elimination System **[NPDES]** General Permit for Arizona as well as other Federal, state, county and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to the Arizona Department of Environmental Quality **[ADEQ]**, all documents required by this regulation including the following:

Stormwater Pollution Prevention Plan **[SWPPP]** for the project including certification form. The contractor shall submit a copy of the SWPPP to the City 5 days prior to the pre-construction meeting for review. The Contractor will also be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.

Notice of Intent **(NOI)** to be coverage under NPDES General Permit for Arizona including certification of signature.

Notice of Termination **(NOT)** of coverage under NPDES General Permit for Arizona (upon project completion).

Preliminary copies of the NOI, Authorization Letter and SWPPP shall be submitted to the City 5 (five) days prior to the preconstruction meeting. Any necessary revisions to the SWPPP shall be subject to review by the City, prior to implementation.

The Contractor shall submit completed, signed NOI forms at least 48 hours prior to the initial start of construction on the project to EPA at the following address:

Arizona Department of Environmental Quality
Water Permits Section/ Stormwater NOI (541B-3)
1110 W. Washington Street
Phoenix, AZ 85007

Or faxed to: (602) 771-4674

NOTICE OF INTENT [NOI]

The contractor has the option on submitting the NOI online using the SMART NOI system at: <http://az.gov/webapp/noi/main.do>

Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. The Contractor shall submit a completed copy of the NOI **prior to Notice To Proceed [NTP]**. A copy of the completed NOI shall be posted on the construction site along with the SWPPP.

It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project on a **MONTHLY BASIS** and following each rainfall of 0.50 inches or more at the project site and as required under the NPDES General Permit for Arizona. The Contractor shall prepare reports on these inspections and retain these reports for a period of three [3] years following project completion as required under the NPDES General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the entire duration of the project.

No condition of either the NPDES General Permit for Arizona or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes and regulations.

Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit its completed, signed **Notice of Termination [NOT]** form to the ADEQ with copies of the same agencies who received copies of the NOI, thereby terminating all NPDES permit coverage for the project.

METHOD OF MEASUREMENT AND PAYMENT:

Storm water pollution prevention work will be paid from the lump sum item in the bid schedule Erosion Control and Maintenance (SWPPP). This bid item will be paid regardless if a SWPPP waiver is obtained, provided the Best Management Practices (BMP's) are performed by the Contractor during construction, as required elsewhere in the contract documents.

Payment for SWPPP includes all the costs for labor, equipment, and materials for the procurement, transportation, installation, maintenance, repair, removal, and disposal of any and all features required by the SWPPP or as directed by the Engineer and any items incidental thereto.

There shall be no separate measurement or payment for the Contractor's development and creation of the SWPPP plan including, but not limited to, consultant expenses, publication expenses or any other item necessary to produce a SWPPP plan by the Contractor.

8. SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS

108.1: Notice to Proceed of the MAG Uniform Standard Specifications is modified to add:

After the pre-construction conference and once all required submittals are reviewed, a notice to proceed will be issued by the City of San Luis.

The contract time will start at a mutual agreed date by the City and Contractor at the pre-construction meeting and within 30 calendar days after the date of the Notice of Award of contract from the City of San Luis, provided the contract has been executed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus any extensions, beginning with the day following the starting date specified in the Notice to Proceed.

108.4: Contractor's Construction Schedule of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall attend bi-weekly construction progress meetings or as scheduled by City of San Luis and the Engineer. The meetings will be held at the offices of City of San Luis or as otherwise arranged. Each meeting will be held to discuss the project progress, planned progress, problems, conflicts, observations, changes, pay requests, quality standards or concerns, quality control, schedules, coordination, or other business. The cost for attendance of the progress meetings is considered incidental to the project and no separate measurement or payment shall be made.

108.4.1 Pre-Construction and Post-Construction Meetings of the Supplemental to the MAG Uniform Standard Specifications is modified to add:

Prior to and as a prerequisite of the Notice to Proceed the contractor shall provide the City of San Luis with the following submittals for review and at least five (5) working days prior to preconstruction meeting:

- (A) CONTRACTOR CONTACT LIST, INCLUDING EMERGENCY CONTRACT LIST
- (B) NAME OF PERSON(S) AUTHORIZED TO EXECUTE EXTRA WORK ORDERS, CHANGE ORDERS, AND PAYMENT REQUESTS
- (C) PROPOSED PROJECT MATERIALS
- (D) CONSTRUCTION SCHEDULE
- (E) SAFETY PLAN
- (F) MATERIAL SAFETY DATA SHEETS [MSDS]
- (G) TRAFFIC CONTROL PLAN [11x17" SHEET] FOR EVERY STAGE OF WORK, IF A TRAFFIC CONTROL PLAN HAS NOT BEEN ESTABLISHED IN THE PLANS
- (H) LETTERS TO RESIDENTS AND/OR BUSINESSES TO BE AFFECTED BY THE PROJECT, ADVISING THEM OF THE TYPE AND APPROXIMATE DURATION OF THE PROJECT.
- (I) LISTING OF AFTER-HOURS / EMERGENCY CONTACT PERSONNEL FOR THE CONTRACT AND SUBCONTRACTORS [INCLUDE OFFICE AND CELL PHONE NUMBERS
- (J) EQUIPMENT LIST [TO INCLUDE BRAND, MODEL, YEAR, CAPACITY]
- (K) SURVEY PLAN AND SCHEDULE
- (L) SUBCONTRACTORS LIST- [CONTACT NAME; ADDRESS; TELEPHONE & FAX NO'S]
- (M) CONCRETE AND AGGREGATE BASE MIX DESIGN
- (N) COPY OF THE NOTICE OF INTENT (NOI) FORM FILED WITH ADEQ
- (O) STORMWATER POLLUTION PREVENTION PLAN (SWPPP)/DUST CONTROL PLAN, IF A SWPPP HAS NOT BEEN ESTABLISHED IN THE PLANS
- (P) MATERIAL SUPPLIERS LIST [CONTACT NAMES, ADDRESS, TELEPHONE & FAX NO'S]

9. SECTION 109 MEASUREMENTS AND PAYMENTS

109.10 Payment for Mobilization/Demobilization of the MAG Uniform Standard Specifications is modified to add:

The Contractor shall mobilize onsite and commence construction work as called out on the plans within the time frame stated in the Contract Time. The Contractor shall provide a project poster board and adequate sanitary facilities at reasonable locations along the work. The Contractor shall coordinate with the City where to place the project poster board. The Engineer may direct the Contractor to increase or relocate sanitary facilities as needed.

There will be no separate measurement or payment for providing a project poster board and adequate sanitary facilities and shall be considered incidental to the work in this project.

The Contractor shall be responsible for their own storing/staging area.

PART 200 - EARTHWORK

10. SECTION 205 ROADWAY EXCAVATION

205.1 Description of the MAG Uniform Standard Specifications is modified to add:

The Contractor shall scarify the top 12 inches of roadway subgrade. If unsuitable roadway subgrade material is encountered, the Contractor shall notify the Engineer immediately of the locations where unsuitable material was encountered.

The Contractor and Engineer shall then field review and upon mutual agreement of the locations and quantities of unsuitable material to be replaced, the Contractor shall over excavate and replace the unsuitable material with suitable roadway subgrade material per MAG Uniform Standard Specifications and per project plans.

205.8 Payment of the MAG Uniform Standard Specifications is modified to add:

Removal and replacement of unsuitable roadway subgrade material with suitable roadway subgrade material shall be measured by the cubic yard and paid under the appropriate item in the bid schedule, "Roadway Over Excavation (Top 12 of Subgrade/Geogrid)" and it shall include full compensation for coordinating removal quantities with the Engineer, excavating, removing, hauling offsite unsuitable material, Geogrid, and hauling in suitable roadway subgrade material per MAG Uniform Standard Specifications.

PART 300 – STREETS AND RELATED WORK

11. SECTION 301 SUBGRADE PREPARATION

301.1 Description of the MAG Uniform Standard Specifications is modified to add:

Prior to bidding, the Contractor shall make his own assessment of the earthwork and grading for pavement required to complete the project.

Exporting material from the roadway improvements is not expected. However, the Contractor shall be responsible for legal disposal of any excess material. The City will accept excess material only if the excess roadway subbase material has low plasticity (PI equal or less than 2). The Contractor shall then haul off and stock pile the excess material to a location within a 2 to 3 miles radius of the project to be designated by the City of San Luis during construction. Grading of areas adjacent to new construction shall be performed in accordance with MAG Uniform Standard Specifications.

The Contractor shall regrade the existing subbase for pavement as shown on the project plans.

12. SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.2.2 Pavement to be Removed of the MAG Uniform Standard Specifications is modified to add:

Existing asphalt removal shall be as shown on the plans or as otherwise directed by the Engineer. The Contractor shall be careful as to not remove the existing roadway subbase unless as shown on the project plans. In case the Contractor removes the existing roadway subbase as part of their asphalt removal operations, the Contractor shall replace in kind with new or recycle subbase material meeting roadway subbase specifications as needed.

New pavement structural section shall be as shown on the project plans.

All asphalt cutting is to be accomplished using asphalt saw cutting machinery of the type and size appropriate for the work required. No wheel cutting will be permitted.

Upon removal, existing asphaltic concrete shall become the property of the Contractor and shall be disposed of properly. If the Contractor elects to mill/pulverize the existing asphalt pavement as part of the asphalt removal process, the milled asphalt material shall become the property of the City of San Luis. The Contractor shall haul off and stock pile the asphalt millings/pulverized material to a location within a 2 to 3 miles radius of the project to be designated by the City of San Luis during construction.

Asphalt removal, existing subbase grading, and paving shall be performed during daylight hours.

Payment for pavement removal and pavement shall be made by the square yard under the appropriate bid items.

336.5 Payment of the MAG Uniform Standard Specifications is modified to add:

Asphalt sawcutting required for the completion of the project shall be considered incidental to the asphalt removal work.

13. SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES METER BOXES AND PULL BOXES

345.1 Description of the MAG Uniform Standard Specifications is modified deleting the second and fourth paragraphs in its entirety and replacing them with:

The Contract shall remove the existing water valves, water meter box, pull boxes, sewer manholes, and sewer cleanout frames and covers, and adjust with new frames and covers and boxes to finished grade in accordance with construction plans and standards within two weeks of paving or concrete pour.

The Contractor shall pay special care not to damage the existing sanitary sewer manhole linear during the existing asphalt removal and Frame and Cover adjustment work. "Plasite" or approved equal surface sealant shall be applied to the sanitary sewer manhole adjustment concrete rings, existing manhole cone, manhole shaft, and base if necessary, and exposed concrete surfaces. Manhole adjustment to final finish grade shall be per the City of Yuma Standard Construction Detail 6-020.

After removal of existing manhole cover, a suitable temporary cover shall be placed over manhole to prevent debris from entering manhole and to provide for safety of workmen and the public until new manhole cover is in place. If rubble or debris falls into a live manhole during adjustment operations, the Contractor shall remove and dispose of debris at no cost to the Owner.

CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT - PHASE 2

Mayor

GERARDO SANCHEZ

Vice-Mayor

AFRICA LUNA-CARRASCO

City Council

GLORIA TORRES

LUIS E. CABRERA

JOSE PONCE

MARIO BUCHANAN JR.

MATIAS ROSALES



City Manager

TADEO A. DE LA HOYA

Director of Public Works

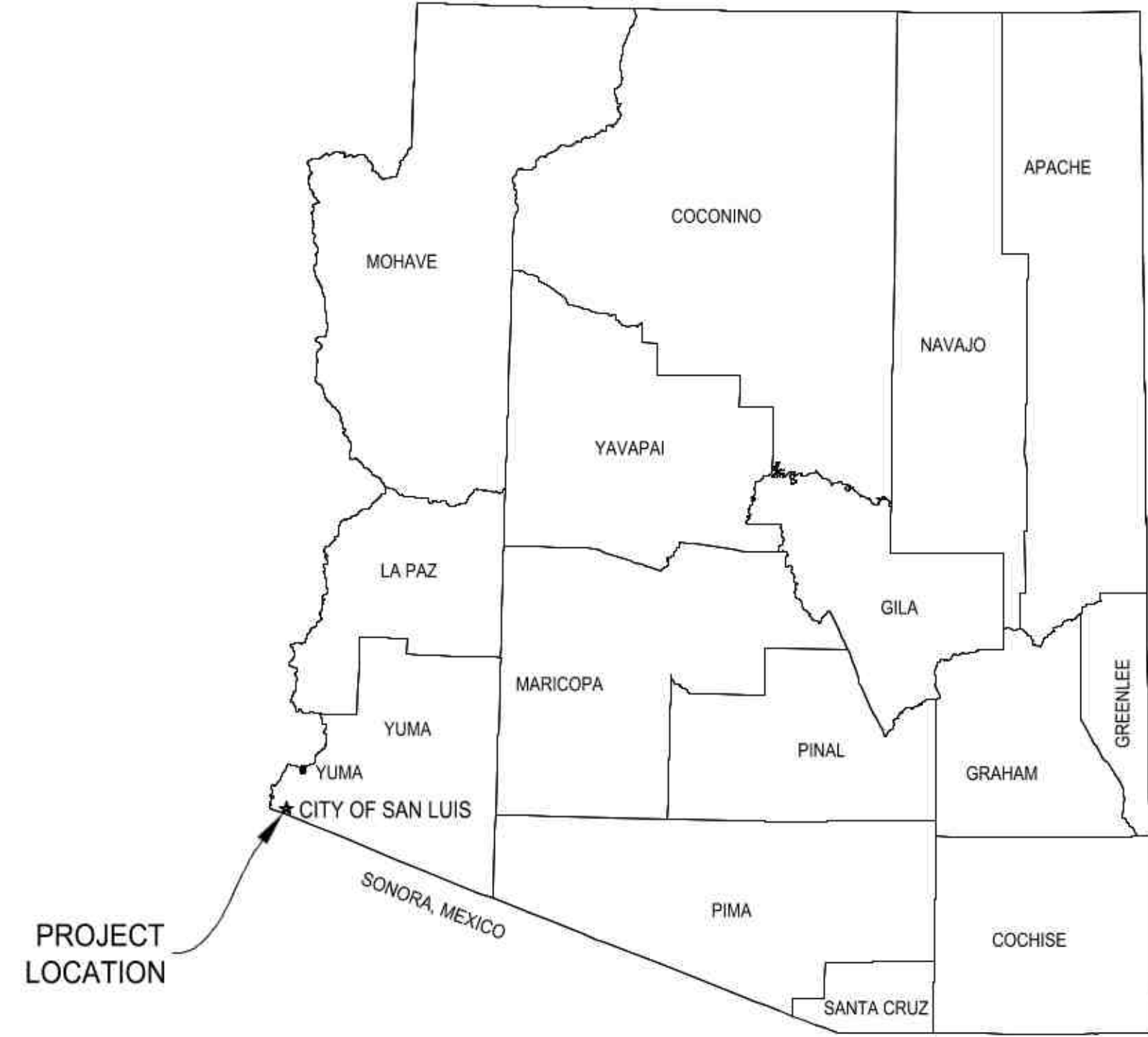
EULOGIO VERA, P.E.

APPROVED: _____ Date: _____
City Manager

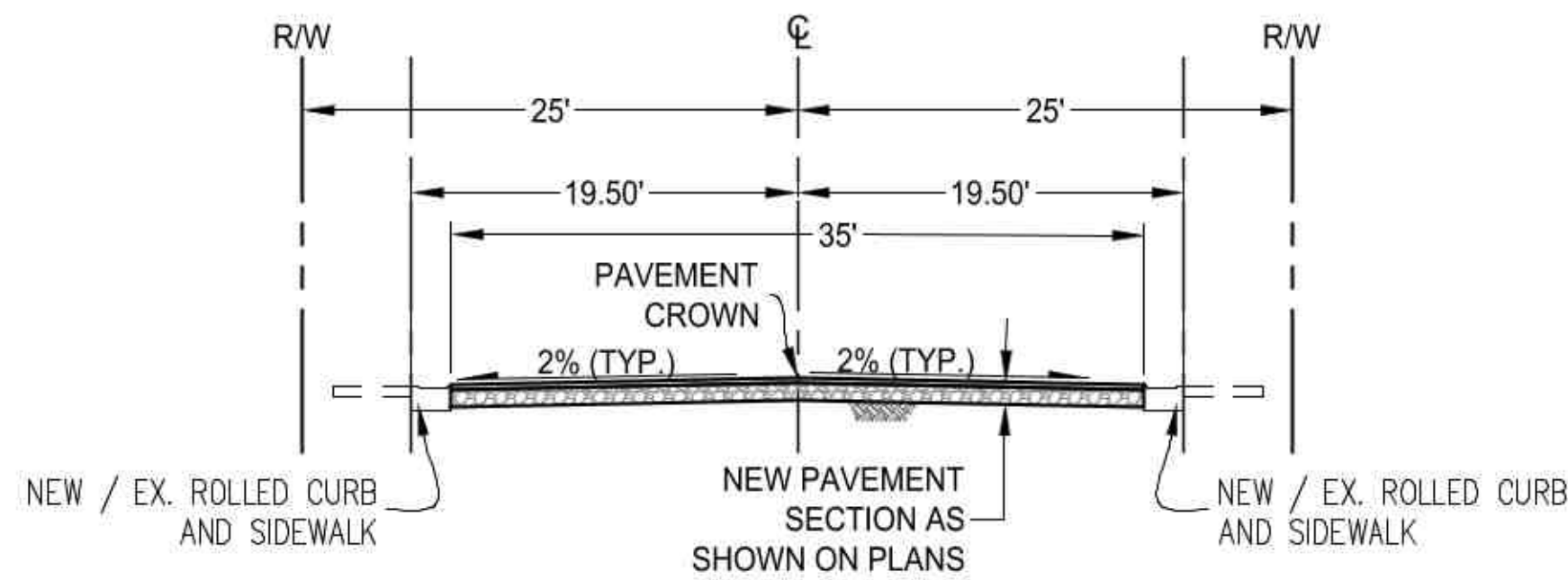
APPROVED: _____ Date: _____
Director of Public Works



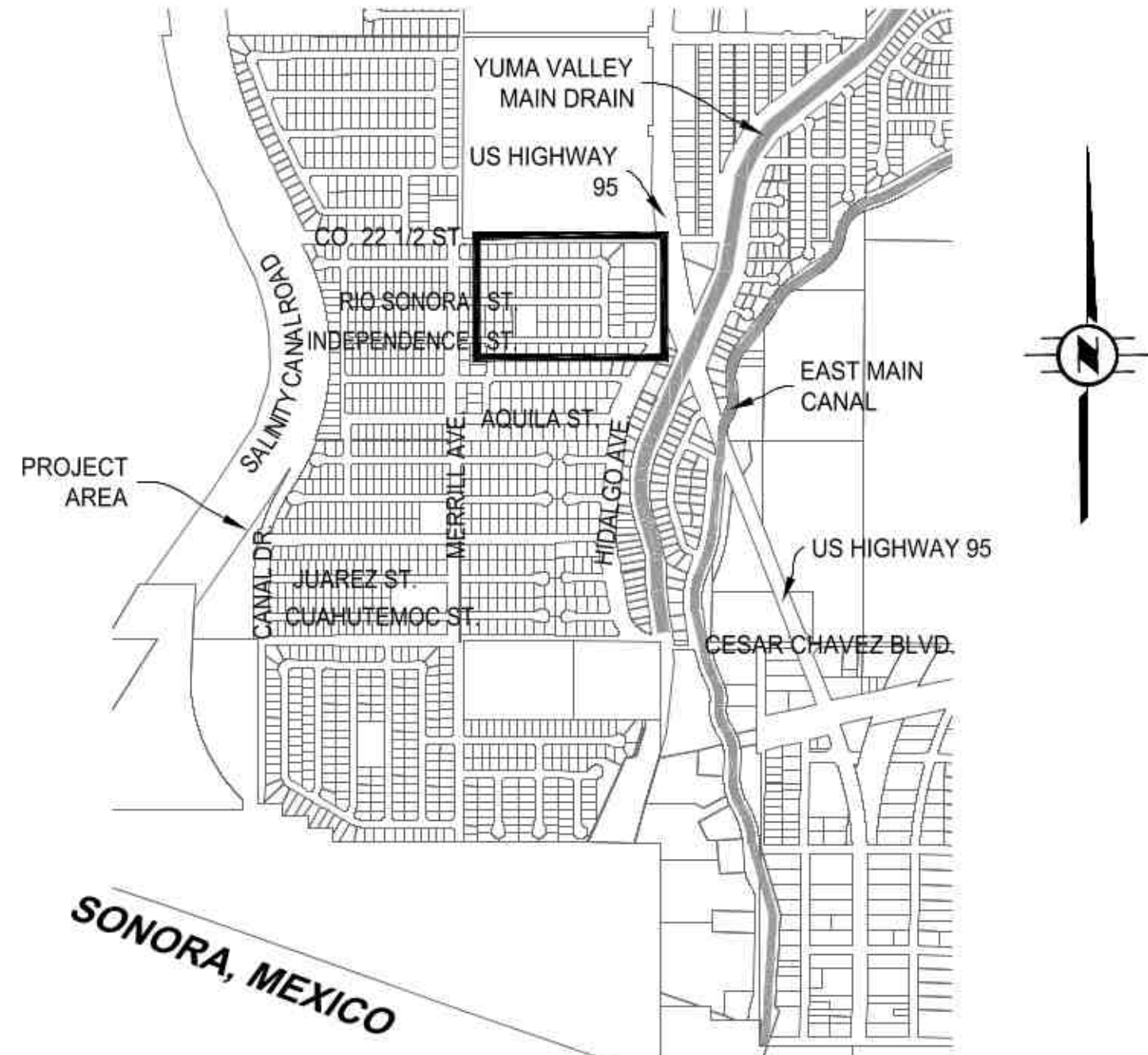
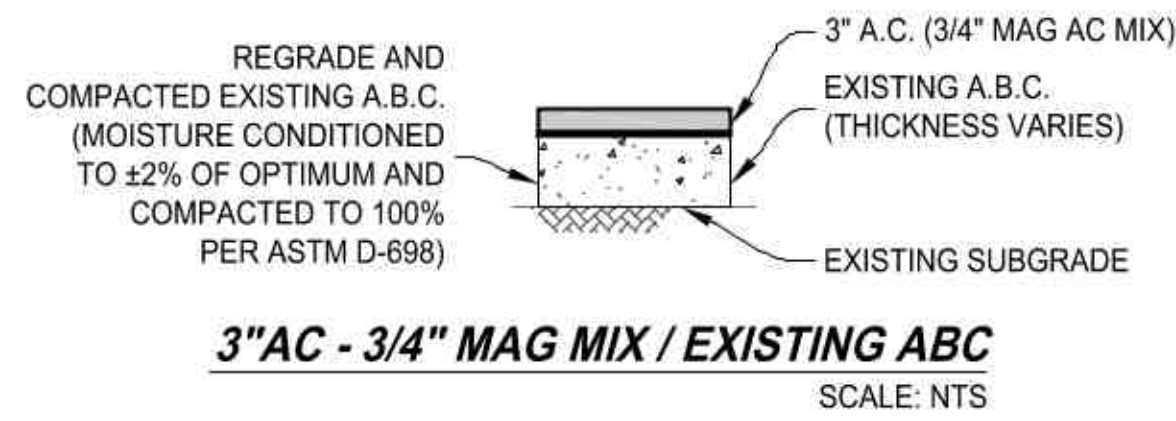
PREPARED BY:
JAMES DAVEY AND ASSOCIATES
1025 W. 24th STREET, SUITE 2
YUMA, AZ 85364
(928) 782-7926



LOCATION MAP
NTS



TYPICAL CROSS SECTION
NTS



SAN LUIS VICINITY MAP
NTS



KEY MAP
NTS

SHEET INDEX

SHEET NUMBER:

T-1
G-1
P-1

TITLE:

COVER SHEET
PROJECT LOCATION, VICINITY MAP, KEY MAP, & GENERAL NOTES
PLAN VIEW - SAN FELIPE STREET, DESIERTO DRIVE, AND RIO SONORA STREET

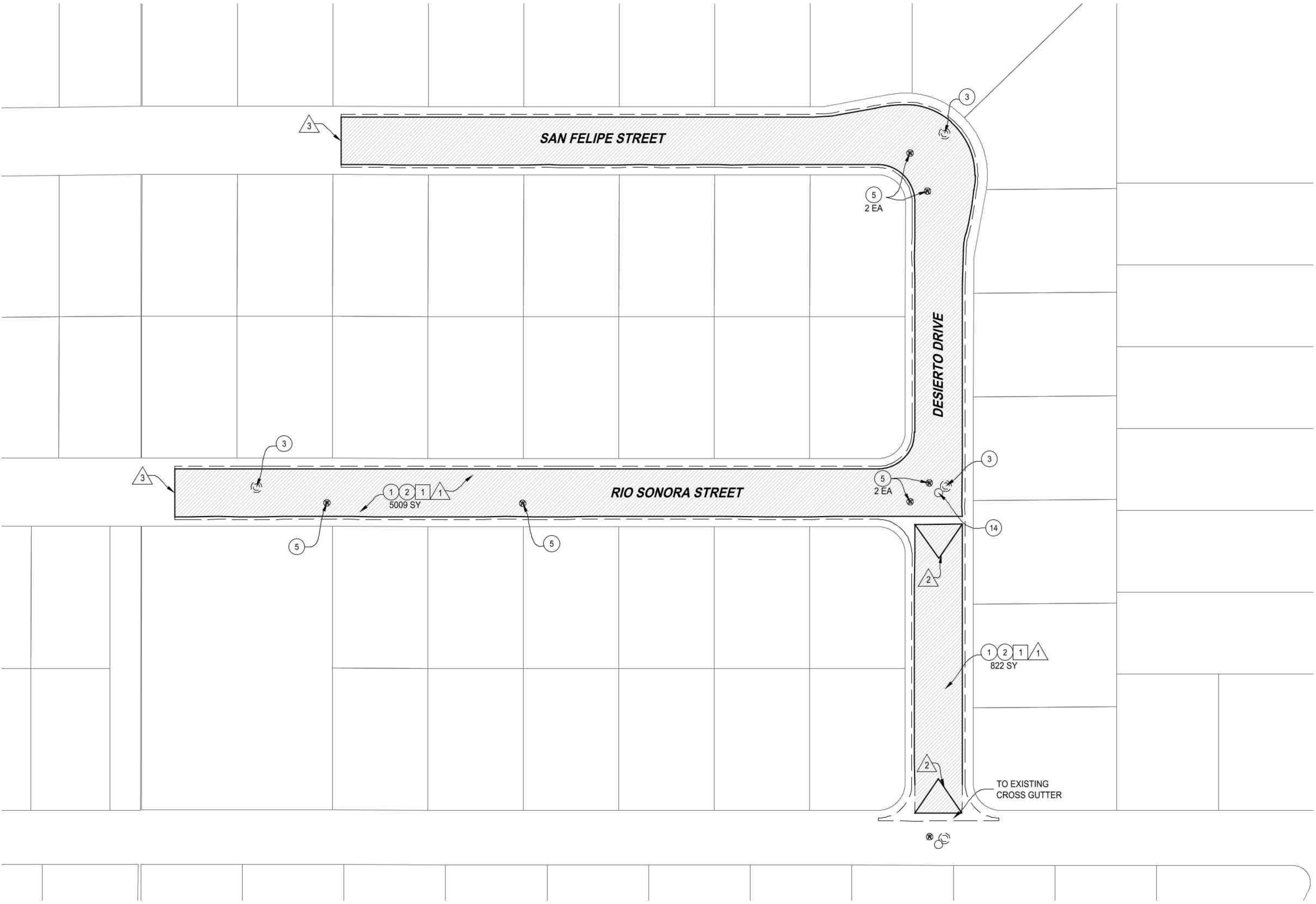
LEGEND

- EXIST. MANHOLE AS NOTED
- EXIST. SANITARY CLEAN OUT
- EXIST. VALVE
- NEW ASPHALT PVMT. AS NOTED



CSL-22

JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926	
CITY OF SAN LUIS LOS PORTALES DEL ALAMO ROADWAY PAVING PROJECT - PHASE 2 PROJECT LOCATION, VICINITY MAP, KEY MAP & GENERAL NOTES	
	PREPARED FOR: CITY OF SAN LUIS PUBLIC WORKS SAN LUIS, AZ 85349 (928) 341-8577
	DESIGNED BY: T.S.
	DRAWN BY: R.C.
	APPROVED BY: J.V.D.
	SHEET G-1 MAY 06, 2021



REMOVAL NOTES		U/M	QTY
1	SAW CUT & REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	5831

CONSTRUCTION NOTES		U/M	QTY
1	GRADING EXISTING ABC FOR PAVEMENT	SY	5831
2	3" AC - 3/4" MAG MIX / EXISTING ABC	SY	5831
3	ADJUST EX. SEWER MANHOLE WITH NEW FRAME AND COVER (CITY OF YUMA STD. 6-040)	EA	3
5	ADJUST EX. WATER VALVE WITH NEW FRAME AND COVER (CITY OF YUMA STD. 5-075)	EA	6
14	SURVEY MONUMENT (CITY OF YUMA STD 4-030)	EA	1

GENERAL NOTES	
1	PAVEMENT REPLACEMENT SHALL HAVE A 2% MIN. CROSS SLOPE WITH A TYPICAL CENTER CROWN.
2	25' PAVEMENT TRANSITION (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT. CONTRACTOR TO COORDINATE ROADWAY PAVEMENT REMOVAL AND REPLACEMENT LIMITS WITH CITY OF SAN LUIS.

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

CITY OF SAN LUIS
LOS PORTALES DEL ALAMO
ROADWAY PAVING PROJECT - PHASE 2
PLAN VIEW
SAN FELIPE ST, DESIERTO DR, & RIO SONORA ST

	PREPARED FOR: CITY OF SAN LUIS PUBLIC WORKS SAN LUIS, AZ 85349 (928) 341-8577
	DESIGNED BY: T.S.
	DRAWN BY: R.C.
	APPROVED BY: J.V.D.
	SHEET P-1 MAY 06, 2021

Call at least two full working days
before you begin excavation.
ARIZONA 811
Arizona Home States, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-6344)
In Maricopa County: (602) 253-1100

CSL-22



City of San Luis Budget Adjustment Form

Reason for Budget Adjustment:

BUDGET TRANSFER HURF REPAVEMENT

Account Number	Account Name	Amended Budget FY20/21	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 20/21
200-210-90010	Capital Outlay -Improvement Roads	290,000.00	150,000.00		440,000.00
200-210-81100	Transfer Out	223,000.00		150,000.00	73,000.00
255-210-49000	Transfer In	223,000.00		150,000.00	73,000.00
255-210-90015.221	Capital Outlay - CIP Community Dev. Grants	703,000.00		150,000.00	553,000.00
					-
					-
					-
					-
					-
					-
Total			150,000.00	450,000.00	

Department Head

Date _____

City Manager

Date _____

Finance Department

Date _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 05/12/2021

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

ITEM:

Discussion and possible action on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

After receiving direction from City Council during the Fiscal Year 2022 Budget Retreat. City staff is seeking to expand the East Wing City Hall. Based on city growth, more personnel is needed in order to continue providing essential services to our residents of San Luis. With the current building configuration, we will run out of space for any additional personnel. The contract is for construction design plans and will include the following scope of work:

- Architectural and Engineering Design: The design of the building to meet the requirements of the attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm, and Landscaping. The design will meet the City of San Luis latest adopted codes.
- Meetings, Plan Submittals, and Approval: The consultant will meet with the City of San Luis staff and City building staff to discuss the project requirements and obtain the required approvals and building permit to construct the project.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AN AMOUNT NOT TO EXCEED TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) EDAIS ENGINEERING, INC. FOR CITY HALL EXPANSION AS PRESENTED AND DIRECT STAFF TO FINALIZE THE AGREEMENT.

Fiscal Impact

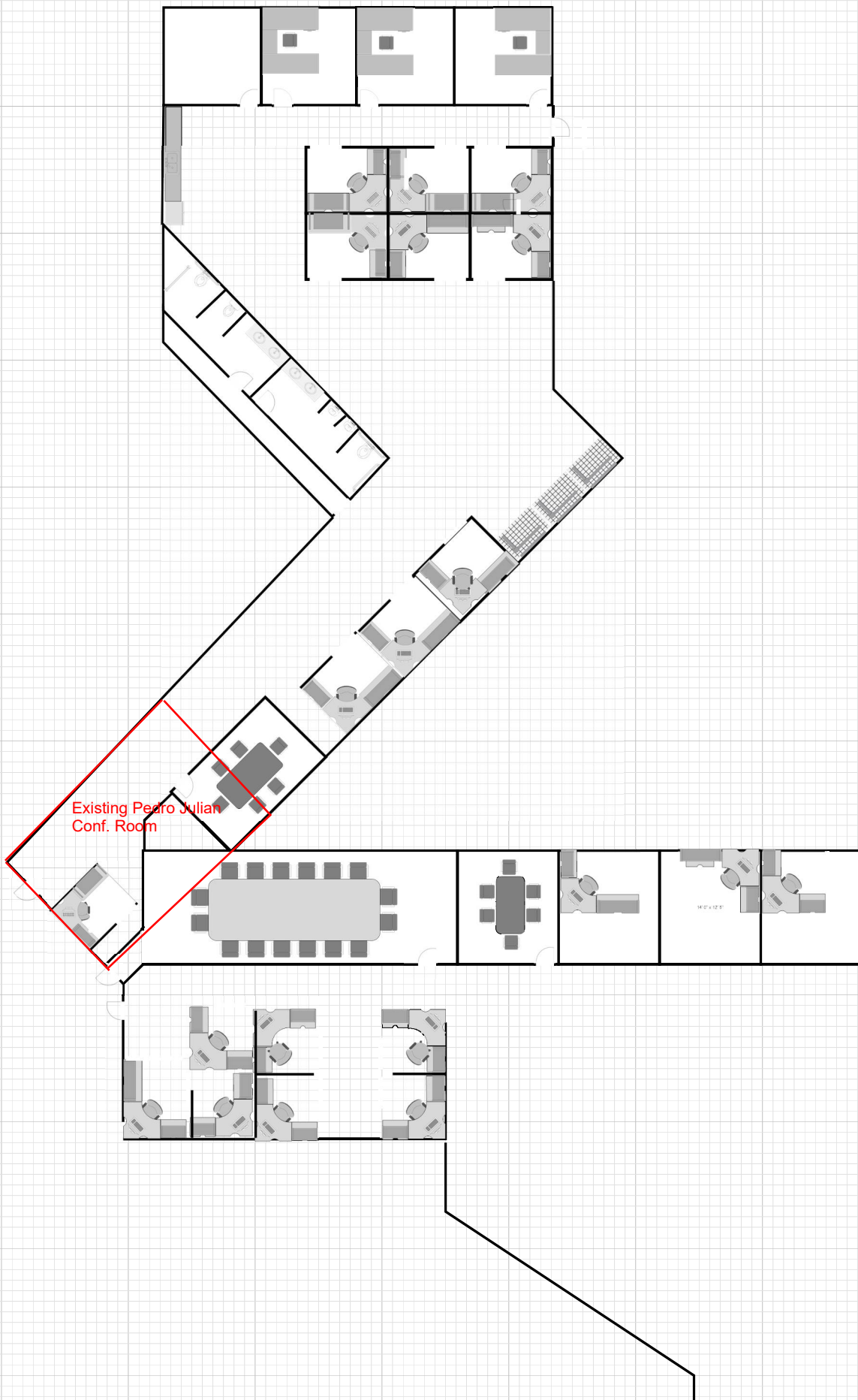
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$24,000
BUDGETED AMOUNT:	\$115,000
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	\$11,900
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

Budget allocated for the city hall expansion decreased due to budget transfer from this project to acquire 2 administration vehicles and to complete the PSPRS bond. In order to have enough funds to complete the architectural design for the City Hall expansion we are requesting council approval to use funds allocated to the Hotel Project. The Hotel project was delayed this year, hence we have availability. No transfer is needed since budget is allocated in same account. See below:

GL [100-999-90015](#) City Administration- Building Expansion-City Hall Expansion \$11,900
GL 100-999-90015 Public Infrastructure - Hotel Project \$12,100

Attachments

Conceptual Plan
Project Proposal



PROPOSAL/CONTRACT FOR PROFESSIONAL SERVICES

Mr. Jose A. Guzman, Director of Planning & Zoning
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Edais Engineering, Inc. is pleased to present this proposal /Contract for Professional Architectural and Engineering Services. This agreement, if agreed upon by both parties, shall be entered into force as of this 4th day of March 2021, between **Edais Engineering, Inc.**, herein "Consultant" and the **City of San Luis**, herein "Owner". This agreement must be signed and dated by both parties within thirty (30) days of the above date to be valid. This contract has a time limitation of one year and subject to renewal. No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless presented in writing and signed by both parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties.

Article 1 – Scope of Work of this Agreement

1.1 Service - The purpose of this proposal /Contract is to provide Architectural and Engineering Services for the Building expansion as depicted in the sketch made available to us by the City of San Luis.

Our Design Services will include:

- **Architectural and Engineering Design:** The design of the building to meet the requirements of the Attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm and Landscaping. The design will meet the City of San Luis latest adopted codes.
- **Meetings, Plan Submittals and Approval:** The consultant will meet with the City of San Luis staff and City building staff to both discuss the project requirements and obtain the required approvals and building permit to construct the project.

1.2 Exclusions – Edais Engineering is not responsible for the following items unless otherwise stated in writing:

- Fees required by the City or any other agency including, but not limited to building permit fees, plan review fees, encroachment fees, variance fees, title report fees, fees from the City or any other fees.
- The preparation of legal documents or any similar documents that may be required for this project.
- The preparation of Environmental Impact Statements or similar environmental documents and;
- Construction management, supervision, and inspection.
- Blueprints, Xerox copies reproducible Mylar copies, delivery and postage;
- All other charges or expenses shall be invoiced by Consultant to Client at cost, plus twenty percent (20%) for handling.

1.3 Completion - Consultant's services are considered complete upon completion of all items described in Section 1.1.

Article 2 – Compensation of Consultant

2.1 Contract Amount - Edais Engineering, Inc. agrees to complete the above scope of work for **Twenty-Four Thousand U.S. Dollars (\$24,000.00).**

2.2 Retainer – No retainer required.

Billing Process – Billing will be progressive monthly for work done during the month.

2.3 Additional Services – A Letter of Memorandum will be issued for any additional work required for your project. If an additional contract amount is not listed, it will be billed on a time and material basis. Please see the attached "Rate Schedule" for details. In the event of a change of rule, regulation or policy, by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services to be paid by Client and will be invoiced and paid according to the terms of this agreement.

2.4 Payment Schedule - Invoices issued as described in Section 2.3 are due and payable upon receipt and are delinquent ten days after the invoice date unless otherwise stated on the invoice. It is the responsibility of the Client to promptly review and notify Consultant of any objections, in writing, within ten days of the date of the invoice. Absent such objection, the invoice and services covered thereby shall be deemed proper and acceptable.

2.5 Returned checks – In accordance with company policy, a thirty-dollar insufficient funds fee will be charged to the Client's account for any returned check and Consultant will only accept cash, cashier's check, or EFT following a returned check. In accordance with A.R.S. 12-671, any person who, for himself or for another, submits a check for payment of services with knowledge that there are insufficient funds to draw upon, is not only subject to civil action, but is liable to the holder of the check for twice the amount of the check or fifty dollars, whichever is greater.

2.6 Termination of Services - If an invoice remains delinquent for a period of fifteen days, Consultant may, at its discretion, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, Consultant shall be entitled to payment for all services rendered, any costs incurred until and including the date of termination, and reimbursement of all expenses attributable to said termination. Should the

project be terminated as described herein, a new contract must be drafted and signed by both parties prior to the recommencement of the project in addition the receipt of any pending dues in relation to this contract.

Article 3 – Liability/Indemnity

3.1 Limited Liability - Consultant's responsibility in performing this contract is limited solely to the scope of work set forth in this Agreement.

3.2 Authority to Contract - Client warrants that it has authority to contract for the services to be rendered any to the Site under this Agreement. Client agrees to indemnify and defend Consultant against claim arising out of Client's lack of authorization to contract for improvements or services to the Site.

Article 4 – Claims by Client or designated 3rd party

- 4.1 Definition – A claim is a demand by Client, Client's Agent, or by a designated 3rd party for adjustment to this Agreement for additional compensation or other favorable adjustment for services rendered that was not requested by Client, Client's Agent or a designated 3rd party. A mutually acceptable conclusion to a claim shall be documented by a Letter of Memorandum as provided herein.
- 4.2 Written Notice – Client may make certain claims to Edais Engineering as provided herein but in all cases such claims shall be made in writing.

Article 5 – Dispute Resolution

- 5.1 Definition – The definition of a dispute is when a claim by either party remains unresolved after completion of the change order and/or claims process discussed above.
- 5.2 Intent – The parties shall resolve all disputes as quickly and efficiently as possible to avoid undue expenses to both parties. All disputes shall be resolved by the following process:
- 5.3 Step 1 – Written Request for Settlement Discussions – To initiate the dispute resolution process, either party may send a written notice to the authorized representative of the other party requesting that two dispute settlement meetings be scheduled. The first one within 14 to 21 days, and the second shall be within 10 days of the first meeting. The parties shall cooperate in scheduling both meetings.
- 5.4 Step 2 – First Meeting – Project Team Resolution Meeting – The first formal dispute resolution meeting shall be held at Edais Engineering's local office and attended by the all applicable personnel for both parties as well as project management personnel for both parties to discuss and attempt to resolve the dispute.
- 5.5 Step 3 – Second Meeting – Principals – If the first meeting does not produce a settlement or a course of action to resolve the dispute, then a second meeting shall be held with the principals or executive in charge of each party in attendance. Both parties shall attempt to reach an acceptable solution to the dispute.
- 5.6 Step 4 – Binding Alternative Dispute Resolution – If the parties cannot agree after these meetings on a resolution or a course of action to resolve the dispute, then the parties may agree to any form of alternative dispute resolution (ADR) to attempt to resolve the issue. Neither party shall be bound to submit to ADR but if both parties agree to submit the dispute to ADR, then both parties shall be bound to the outcome and decision made by the ADR process. Such ADR shall be conducted in the place where the project is located and judgment upon the award rendered in ADR may be entered in any court having proper jurisdiction thereof, with venue in the place where the Project is located.
- 5.7 Step 5 – Litigation – If the parties cannot agree on a resolution and if either party does not agree to submit the dispute to Binding ADR, then the dispute may be submitted to the Civil Courts for litigation in any court having proper jurisdiction thereof, with venue in the place where the Project is located.

Article 6 – Miscellaneous/General Conditions

- 6.1 Client agrees to cooperate in any and every way or manner with Consultant, in regard to the services to be performed by the consultant. All sketches, drawings, tracings, computations,

survey notes, and other paperwork presented by Consultant shall remain the property of Consultant.

- 6.2 All agreements on Consultant's part are contingent upon and subject to the fact that Consultant shall not be responsible for damage or be in default or deemed to be in default by reason of delays in performance due to strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at the established area wage rates, delays caused by failure of Client, or Client's agents, to furnish information or to approve or disapprove work promptly, or due to late, slow, or faulty performance of Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with performance of Consultant's services hereunder and other unavoidable delays or causes of delay. In the event the project is subject to any of the above conditions, the project completion date will be extended accordingly.
- 6.3 Pre-liens – Prior to the commencement of work Client acknowledges that the Consultant requires that the attached job information sheet be filled out as completely as possible so that a twenty-day preliminary lien ("pre-lien") may be sent to all involved parties in accordance with A.R.S 33-992.01 and 33-922.02. Please note that a pre-lien is **not** a lien and is not a reflection on the integrity of any person, contractor, or subcontractor. This Agreement shall be interpreted and governed in accordance with the laws of the State of Arizona.
- 6.4 In the event any term or provision of this Agreement is held to be invalid or enforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
- 6.5 Authority to Bind – By any performance hereunder, Client verifies that the individual signing this Agreement is duly authorized by the corporate bylaw, partnership agreement, or if signed on behalf of a private party that consists of more than the signer, has been given power of attorney or by other legal process permission to bind Client to the obligations contemplated under this Agreement and Client shall be so bound.

By signing below, you are authorizing Edais Engineering, Inc. to commence work on the above stated project based on the scope of work enumerated in this agreement.

Consultant:	Edais Engineering, Inc.	Client:	_____
Authorized Signature:		Authorized Signature:	_____
Name & Title:	Najeh K. Edais, President	Title:	_____
Date:	March 4, 2021	Date:	_____

**RATE SCHEDULE FOR
ARCHITECTURE & ENGINEERING SERVICES
2020**

PRINCIPAL	\$150.00/HR
PROJECT MANAGER	\$140.00/HR
ENGINEER	\$120.00/HR
ARCHITECT	\$120.00/HR
LAND SURVEYOR	\$120.00/HR
JUNIOR ENGINEER/ARCHITECT	\$110.00/HR
SURVEY OFFICE CALCULATIONS	\$110.00/HR
SURVEY CREW & EQUIPMENT	\$160.00/HR
PLAN REVIEW	75% OF PLAN CHECK FEE
WATER OPERATOR	\$75.00/HR
SEWER OPERATOR	\$75.00/HR
SPECIAL PROFESSIONAL INSPECTION & REPORT	\$95.00/HR
BUILDING INSPECTION	\$85.00/HR
CAD/TECH DRAFTING	\$85.00/HR
WORD PROCESSING	\$35.00/HR
PRINTING AND BLUEPRINTING	\$0.33/SQ.FT
MYLAR REPRODUCIBLE COPIES	\$2.50/SQ.FT
LONG DISTANCE TELEPHONE/FAX/POSTAGE	ACTUAL COST
MILEAGE	\$0.65/MILE
MAILING AND POSTAGE	ACTUAL COST



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 05/12/2021

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

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. 2174. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.). **(Glenn Gimbut, Assistant City Attorney; Jose Guzman, Director of Planning & Zoning; Eulogio Vera, Director of Public Works and Ron Pickett of Arizona Green Power)**

SUMMARY:

Ron Pickett presented an update on the progress of the solar wind energy tower project at the City Council's Work Session on May 5, 2021. The Development and Protected Development Rights Agreement expired. Staff prepared a new agreement with the name changes of the entities now involved in the project and other updates due to current estimates of water needs and a revised timeline in Exhibit B to the Agreement. Under Arizona Statutes the Agreement is for three (3) years with the possibility of two (2) one-year (1-year) extensions.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2174.

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):

This item does not affect the budget. The Agreement provides for the Developer to pay for any specialized inspections that may be needed in the permitting process.

Attachments

Resolution No. 2174



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2174

A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.).

WHEREAS, A.R.S. § 9-550.05 and A.R.S. § 9-1201 et seq. grant municipalities the power to enter into development and protected development rights agreements; and

WHEREAS, the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.) and the City of San Luis desire to enter into such agreements for the solar wind energy tower and data center project to be located in San Luis, Arizona.

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

Section 1. The Development and Protected Development Rights Agreement with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.) attached to this resolution is approved.

Section 2. The appropriate officials are hereby authorized and directed to effectuate said agreement, including but not limited to recording it within ten (10) days of this approval.

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

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

DEVELOPMENT AND PROTECTED DEVELOPMENT RIGHTS AGREEMENT

THIS DEVELOPMENT AND PROTECTED DEVELOPMENT RIGHTS AGREEMENT (the “**Agreement**”) is entered into this ____ day of May 2021, by and between KiNRG, Inc., a Nevada corporation; KiNRG Global Solutions, Inc.; a Delaware corporation and Arizona Green Power, L.L.C.; an Arizona limited liability company (the “**Developer**”) and the City of San Luis, an Arizona municipal corporation (the “**City**”). This Agreement is entered into pursuant to City Resolution Number 2174.

RECITALS

A. **WHEREAS**, A.R.S. § 9-500.05 authorizes the City to enter into development agreements, and A.R.S. § 9-1201 authorizes the City to enter into a protected right development plan with landowners and persons having an interest in real property that is located in the City; and

B. **WHEREAS**, KiNRG, Inc., has an interest in 640 acres of property in the municipal limits of City (the “**Property**”) located between County 24th Street, County 25th Street, Avenue D, and Avenue C, which is more specifically described herein; and

C. **WHEREAS**, the Property was the subject of a pre-annexation development agreement with San Luis Port II L.L.C. dated April 27, 2011; and

D. **WHEREAS**, this Agreement is consistent with the portions of the City’s General Plan applicable to the Property on the date this Agreement is executed;

E. **WHEREAS**, Developer and City desire to see the ultimate development of the Property for the project proposed by Developer, as set forth in this Agreement which will have a significant and positive impact upon the City and its residents; and

F. **WHEREAS**, the City’s governing body has authorized the execution of this Agreement by Resolution No. 2174.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. **Certificate of Completion** as used in this Agreement shall mean a final written acceptance of the completed and inspected project issued by the Public Works Department. A Certificate of Completion will not be issued until the entire project is completed in conformance with the Agreement and accepted by the City.

1.2. **City** shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. **Developer** shall mean and refer to KiNRG, Inc.; a Nevada corporation and its operating subsidiary KiNRG Global Solutions, Inc.; a Delaware corporation and Arizona Green Power, L.L.C.; an Arizona limited liability company.

1.4. **Improvements** shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Developer or the City, as the case may be, pursuant to the terms of this Agreement.

1.5. **Property**, as used in this Agreement, shall mean and refer to all of the real property which is legally described in Exhibit A.

1.6. **Protective Development Right Plan** and **Schedule of Performance** shall mean and refer to that schedule of performance agreed to by the City and the Developer as set forth in Exhibit B attached hereto.

1.7. **Tower** shall mean the solar wind energy tower project Developer proposes for the Property to generate electric power.

ARTICLE 2. DEVELOPMENT PLAN

2.1. **Duration of Protected Development Rights.** The term of this Agreement shall continue and exist from the effective date of this Agreement for a period of three (3) years pursuant to the provisions of A.R.S. § 9-1203(A). Subject to the provisions of A.R.S. § 9-1203(B), the commencement of construction of the initial construction phase during the term of this Agreement shall entitle the development of the Tower project to a two (2) year extension of the term of this Agreement. Any building permit(s) issued shall be subject to the provisions of A.R.S. § 9-1203(D).

2.2. **Schedule of Performance.** The City and the Developer intend that the planning and development of the Property shall be achieved pursuant to the Schedule of Performance attached hereto as Exhibit B.

2.3. **Approval and Processing of Plans.** The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's current building and development requirements (hereinafter collectively called "**Approval Requests**"). City approves the Conceptual Plan attached hereto as Exhibit C for the development of the Property and agrees that said Conceptual Plan can be built by Developer consistent with the current zoning on the Property as a conditional use permit, or new zoning to be obtained by Developer in

accordance with City's rules regulations and ordinances and that it is consistent with the General Plan of the City. The City agrees to timely process and support any rezoning application or conditional use permit application submitted by the Developer to the City for the development of the Property in accordance with the Conceptual Plan. Developer will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit C, provided that all development and zoning processes are complied with by Developer. In order to provide for expedited approval, permitting, and inspections, it is agreed that City may engage appropriate consultants and professionals in its sole discretion. Developer agrees to reimburse City for those costs in accordance with the provisions of Section 2.4 below.

2.4. Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Developer to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible. As stated in Section 2.3 above, it is agreed that City may engage appropriate consultants and professionals, including professionals to design and manage the construction of the improvements provided in Article 3, in its sole discretion. Developer agrees to reimburse City for all such costs and expenses. The City shall additionally be entitled to recover the administrative cost of staff time spent by the Public Works Department with respect to plan review, permitting, and inspections. Billing for this time shall be by time at the hourly rate of pay, plus benefits, of the person or persons performing work. Failure to render payment within twenty days of the date of billing shall subject Developer to a service charge of 2 percent per month until such sums have been paid.

2.5. City Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Developer and or the development of the Property, and hereby authorizes and empowers the City Manager (or the City Manager's designee) to consent to any and all requests of the Developer requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law.

2.6. Conflict with Prior Pre-Annexation Agreements. The City agrees in the event of any conflict between the provisions of this Agreement and the City's pre-annexation development agreement with San Luis Port II L.L.C. dated April 27, 2011, any other development agreement, or any other type of agreement with City as a party pertaining to the Property, the terms and provisions of this Agreement shall control.

ARTICLE 3. TOWER WATER

Subject to, and conditioned upon, Federal and State regulation and the ability of the City to maintain a 100-year adequate water supply to its residents and property owners, and maintain a designation by the Arizona Department of Water Resources as having an adequate water supply, the City agrees to provide untreated City groundwater and or gray water to the Tower at the rate of 12,500 acre-feet of water per year for a period of 50 years as provided herein.

Developer agrees to pay any and all costs associated with any application for modification of the Arizona Department of Water Resources decision and order A.W.S. No. 2011-003 for adequate water supply pursuant to subsection IV (4) of said decision necessitated by any committed demand provided for herein, including, but not limited to, any costs of any hydrological studies or opinions.

Developer will develop a well or series of wells on the Property to the specifications of the City. Those specifications shall be with the understanding the wells will need to supply untreated City water to the Tower in the amounts and for the period of time provided for in this agreement, subject to the conditions as stated above. Developer or its successors shall be responsible for such future replacement wells or future improvements to existing wells such that water can be supplied in the quantities and for the time provided herein, subject to the conditions as stated above.

Developer shall supply, at its cost, all-electric power to operate the aforementioned well(s) and shall take delivery of the untreated water at the well or wells. Any and all treatment of said water shall be at the cost of Developer. Any and all storage, treatment, pressurization, purification, or other water systems, save and except the wells on the Property, or improvements at the City's wastewater treatment plant, for delivery of City water or gray water to the Tower Property, shall be the property and the responsibility of Developer or its successors or assigns. Developer also agrees to either build the infrastructure needed to accept and treat gray water from the City wastewater treatment plant on Avenue D as an augmenting supply of water by the City, or the infrastructure needed to have said gray water be injected so as to recharge the aquifer.

The disposal of any brine or other byproducts of purification of water for Tower operations shall not be through the wastewater systems of City and shall be the responsibility of Developer or its successors.

Untreated water shall be initially supplied to Developer at the rate of \$1.15 per thousand gallons, with a cost of living adjustment as set forth below. Payment shall be subject to the provisions for Billing as provided in Section 2.4.

The City will provide potable water on the same terms and conditions as supplied to other commercial water users.

Cost of Living Index Adjustment. At the end of the fifth year after the date of provision of City water to the Tower begins, and each subsequent five years from that date, the charge for water service shall be adjusted for the succeeding five (5) years in direct proportion to any increase in the cost of living index from the base index (as defined below) to the last date prior to the anniversary date for which the index is published. The cost of living index shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for the Consumer Price Index excluding rent for the City of Phoenix, Arizona. The base index for the Consumer Price Index shall be the index published for the month and year that water service is initiated, which the parties agree is the agreed base index. If the above-mentioned index shall subsequently cease to be published, City shall use such an index that is substantially similar in nature to the present publication, and an adjustment to reflect that substantially similar index, if necessary, shall be made.

ARTICLE 4. ROADWAYS AND EASEMENTS

4.1. County 24th Street and Avenue D. Developer agrees to develop appropriate turn lanes and traffic signalization on Avenue E at County 24th Street and acquire such rights-of-way as may be needed and develop County 24th Street from Avenue E to Avenue D as a four-lane road and Avenue D from County 24th Street to the entry to any access to the Tower site as a four-lane road pursuant to the construction standards and specifications for a Principal Arterial Street as set forth in the San Luis Public Works Standards. The remainder of Avenue D to County 25th Street shall be developed as a half road Principal Arterial Street, in accordance with said standards and specifications, with a right-of-way width of 80 feet. Developer agrees to develop a half street as a Principal Arterial Street on the north half of County 25th Street from Ave. E to Ave. D and dedicate appropriate right of way in conformance with the San Luis Public Works Standards. Developer agrees to be responsible for the relocation of Arizona Public Service Company power poles as may be necessary.

4.2. County 24th Street from Avenue D to Avenue C. Developer agrees to dedicate right-of-way on the northern edge of the Property along the County 24th Street alignment from Avenue D to Avenue C in the width of 75 feet.

4.3. County 25th Street from Avenue D to Avenue C. Developer agrees to dedicate right-of-way on the southern edge of the Property along the County 25th alignment from Avenue D to Avenue C in the width of 75 feet.

4.4. Avenue C. Developer agrees to dedicate right-of-way on the eastern edge of the Property along the Avenue C alignment in the width of 75 feet.

4.5. Traffic Study. City shall provide for a traffic study, and Developer agrees to reimburse City for said study pursuant to the reimbursement provisions of Section 2.4 above and develop and construct such additional roadway improvements or signalization, in addition to the improvements stated above, as may be shown as needed by such study, or as agreed upon by the City and Developer, subject to Section 4.6 below.

4.6. Interior of Property. City shall not require any right-of-way dedications or easements for public roadway or other purposes within the interior of the Property, except as provided by Article 3 above.

4.7. Easements for Transmission of Power. City agrees to provide Developer with the use of the City's existing right-of-way and easements on Avenue D, to the extent that sufficient property rights exist such that transmission lines can safely and properly exist without interference in other uses within the rights-of-way and or easements, and can be established without interference in the use or development of neighboring properties, and to work with Developer to obtain such additional rights-of-way or easements for the transmission of electricity from the Tower to such points as may be needed to connect to an appropriate electrical transmission grid.

4.8. Street Lights. Developer agrees to install street lights on Avenue D from the intersection with County 24th Street to the intersection with County 25th street and to establish a Street Lighting Improvement District.

ARTICLE 5. UTILITY SERVICE

City agrees to provide water and wastewater utility service to the Property, subject to the provisions of Article 3 above, in accordance with its ordinances, rules, regulations, and rates. Developer shall be responsible for the costs of extending and connecting to the City's existing water and wastewater lines located on County 24th Street.

ARTICLE 6. INDEMNIFICATION

6.1. Developer agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Developer or a subcontractor or anyone for whose acts any of them may be liable.

6.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Developer, or if covered by insurance, Developer's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Developer shall pay the reasonable costs and expenses thereof.

6.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Developer neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Developer's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith, and Developer shall be liable for the amount of such settlement and all expenses in connection with such settlement.

6.4. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit

the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope and magnitude, and applicability of the insurance provisions of this Agreement.

6.5. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 7 SUB-AGREEMENTS

Subordinate Development Agreements. The City and Developer hereby acknowledge that the development of the Property may be accomplished by Developer through a series of other agreements and arrangements. In connection therewith, it is anticipated and contemplated by the parties that there may be a desire to negotiate and enter into separate and subordinate development agreements with the City and or Developer with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between the City and or Developer. Upon the request of the Developer, the City shall timely meet with and negotiate with Developer such other agreements and arrangements necessary for the development of the Property.

ARTICLE 8 MEDIATION AND DEFAULT

8.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the “**City Representative**”) shall be the City Manager (or the City Manager’s Designee), and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the “**Developer Representative**”). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

8.2. Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

8.3. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement

from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 9 TERMINATION

Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

ARTICLE 10. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

10.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations (including but not limited to A.R.S. § 38-511(A)), no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

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

ARTICLE 11. FUTURE AGREEMENTS

It is anticipated and contemplated by the parties that there may be a desire to negotiate and enter into separate independent agreements for the benefit of both Developer and City. To this end, the parties hereto agree to negotiate in good faith with regards to such agreements. Subject to availability of power, federal and state regulation, and to such contractual commitments and obligations that might exist, Developer agrees to negotiate with the City in good faith to supply electric power to the City, in the event City should gain legal authority to provide electric utility service pursuant to A.R.S. §§9-511 et seq., at its best, fixed rate for twenty (20) years from the date of this agreement.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: Tadeo De La Hoya
City Manager
City of San Luis
P.O. Box 1170

1090 Union St.
San Luis, Arizona, 85349

If to the Developer: Ronald W. Pickett
President, KiNRG, Inc. (Parent)
KiNRG Global Solutions, Inc. (Operations)
Managing Member, Arizona Green Power, L.L.C.
(Development)
1213 Culbreth Drive, Suite 103
Wilmington, North Carolina 28405

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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

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

12.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

12.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A	Legal Description of Property
Exhibit B	Schedule of Performance
Exhibit C	Conceptual Plan

12.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent

of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

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

12.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that the jurisdiction and venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such jurisdiction and venue. This Agreement shall be subject to the provisions of A.R.S. §38-511.

12.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

12.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

12.11. Notice of Conveyance or Assignment. The Developer shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

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

12.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

12.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.

12.15. Successors and Assigns. The City agrees Developer upon written notice to the City may transfer or assign its rights and obligations under this Agreement to another entity or entities, and Developer's successors and assigns shall be entitled to the rights granted to Developer herein and for the performance of the Developer's obligations as set forth herein.

12.16. This Agreement may be executed by the parties hereof on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of May 2021 by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.

Notary Public

My Commission Expires: _____

[Intentionally left blank, signature page continues on the next page]

KiNRG, Inc.
KiNRG Global Solutions, Inc.
Arizona Green Power, L.L.C.

Ron W. Pickett
President of KiNRG, Inc.
KiNRG Global Solutions, Inc.
Managing Member of
Arizona Green Power, L.L.C.

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of May 2021 by Ronald W. Pickett.

Notary Public

My Commission Expires: _____

Exhibit A

Section 13, Township 11South, Range 24 West, Gila and Salt River Base and Meridian,
Official Records of Yuma County, Arizona, consisting of approximately 640 acres

Exhibit B

Preliminary Schedule of Performance

Arizona Green Power, LLC Project

San Luis, Arizona

DEVELOPMENT SCHEDULE OF DEVELOPER

PRECONSTRUCTION PHASE 12 to 36 months following approval of Development and Protected Development Rights Agreement.

- ..Perform on-site cultural assessment, if applicable
- .. Perform on-site environmental & habitat assessment, if applicable
- . Complete National Environmental Policy Act (NEPA) Environmental Impact Statement, if applicable
- . Conduct sub-surface geological testing, if applicable
- . Complete final site plan
- . Prepare site: including onsite & offsite grading, utilities and paving
- . Commence construction

INITIAL CONSTRUCTION PHASE 12-18 months following Preconstruction Phase

- . Complete site work and construct support facilities, including but not limited to roadways, parking areas, and utility lines needed for construction of Tower purposes
- . Complete Tower foundation

TOWER CONSTRUCTION PHASE 18-24 months following Initial Construction Phase

- . Complete Tower base and wind tunnels
- . Complete Tower
- . Install Equipment
- . Complete grid connection
- . Complete all roads, including development of County 24th and Avenue D improvements driveways, parking areas, walls, landscaping, support buildings and other structures for the operation of the Facility

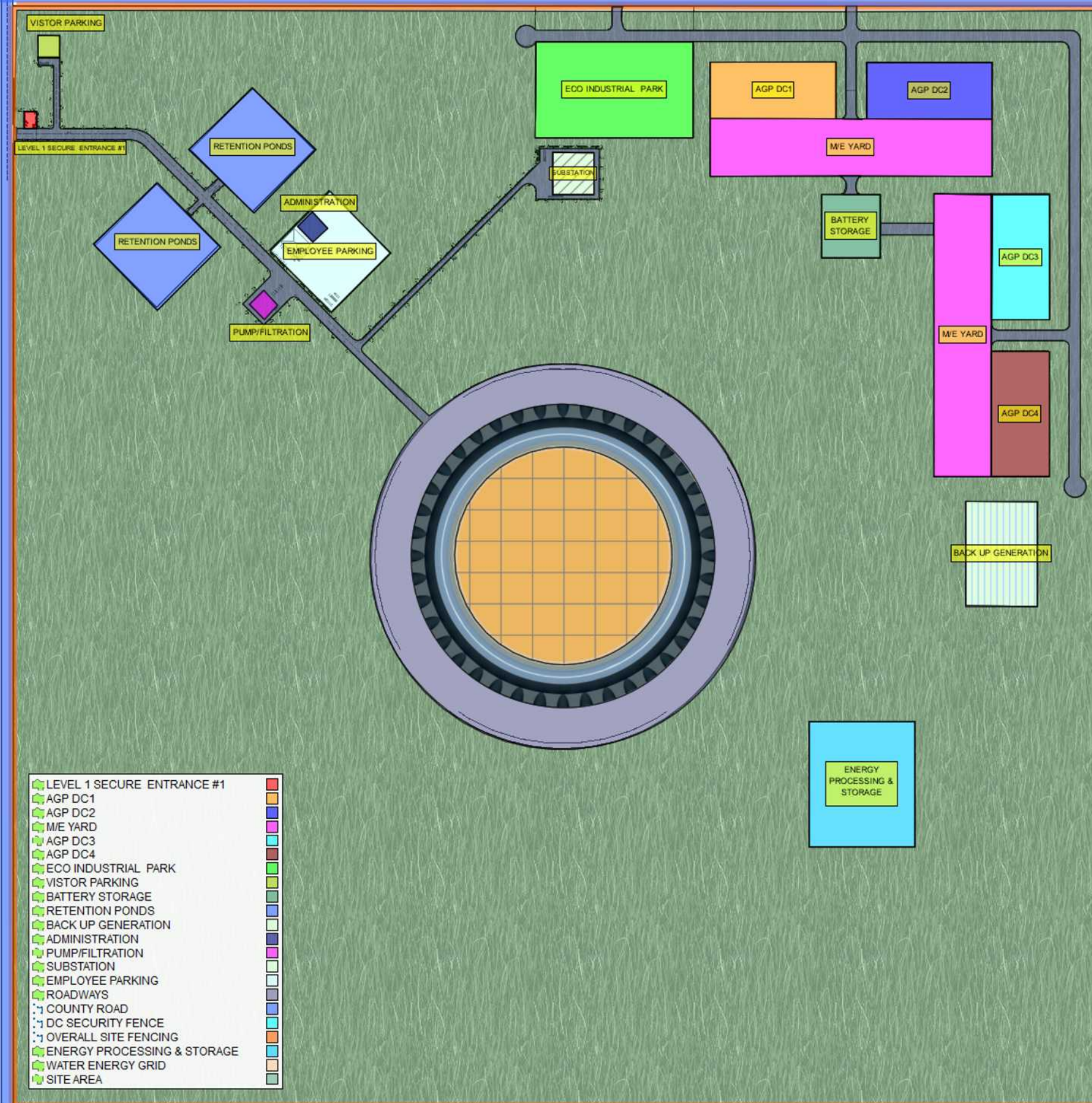
COMMISSIONING AND START UP PHASE 9-12 months following completion of construction

SCHEDULE OF GOVERNMENTAL APPROVALS

- 1) City agrees to timely and expeditiously process any application for rezoning and/or a conditional use permit for the Developer's Project. Developer agrees to pay all application and advertising costs associated with any rezoning and/or conditional use permit.
- 2) City agrees to timely and expeditiously process any building or developmental permit applications submitted to the City for the Developer's Project. Developer agrees to pay all fees and costs associated with the review and processing of such permit applications including the payment of outside consultants retained by the City.

Note: Schedule is subject to actual market conditions, including availability of construction materials and personnel at commencement and throughout duration of the project.

Exhibit C



- LEVEL 1 SECURE ENTRANCE #1
- AGP DC1
- AGP DC2
- M/E YARD
- AGP DC3
- AGP DC4
- ECO INDUSTRIAL PARK
- VISITOR PARKING
- BATTERY STORAGE
- RETENTION PONDS
- BACK UP GENERATION
- ADMINISTRATION
- PUMP/FILTRATION
- SUBSTATION
- EMPLOYEE PARKING
- ROADWAYS
- COUNTY ROAD
- DC SECURITY FENCE
- OVERALL SITE FENCING
- ENERGY PROCESSING & STORAGE
- WATER ENERGY GRID
- SITE AREA



Arava Green Power 1

Arava Green Power 1



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 05/12/2021

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

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. 2175. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record those certain documents filed with the City Clerk and titled "Code of Ordinances of the City San Luis, Arizona." **(Sonia Cornelio, City Clerk)**

SUMMARY:

Under A.R.S. § 9-812 and § 39-204, ordinances passed by City Council must be published in the newspaper. To avoid publishing the entire volume of the San Luis City Code, A.R.S. § 9-802 allows adoption by reference to three (3) copies of public records in existence and filed with the City Clerk. This Resolution declares the Code of Ordinances of the City of San Luis, Arizona to be public records. As public records, they may be referenced in an ordinance to adopt them without publishing the voluminous pages in the newspaper at an extraordinary cost. The next item on the agenda is Ordinance 415, which adopts the Code by reference.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2175 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):

This Resolution avoids what the newspaper would charge to publish the City Code.

Attachments

Resolution No. 2175



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2175

A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record those certain documents filed with the City Clerk and titled "Code of Ordinances of the City San Luis, Arizona."

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

Section 1. THAT certain documents titled "Code of Ordinances of the City of San Luis, Arizona" three (3) copies of which are on file in the Office of the City Clerk of San Luis, are hereby declared to be public records and said copies are ordered to remain on file with the City Clerk of San Luis for inspection by the public.

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

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 05/12/2021

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

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

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 415. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting a Code of Ordinances for the City of San Luis, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of San Luis dealing with subjects embraced in such Code of Ordinances with Code Publishing Company; repealing any conflicting provision; providing for severability; and providing for penalties. **(Sonia Cornelio, City Clerk)**

A. Action on Reading of Ordinance No. 415 by title only
(City Clerk to read the ordinance by title only)

B. Action and adoption of Ordinance No. 415

SUMMARY:

The first City Code for the City of San Luis was adopted by the City Council on May 12, 1982 but was never codified. Ordinance No. 318 adopted by the City Council in 2012 did codify the ordinances by putting them together in one book. The city codified its ordinances with a different publisher, Code Publishing Company, and is current through Ordinance No. 408. Supplements of the City Code will be done quarterly to add new ordinances adopted by the City Council.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 415 BY TITLE ONLY

(City Clerk to read Ordinance No. 415 by title only)

B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 415.

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):

There is no fiscal impact associated with this item.

Attachments

Ordinance No. 415



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 415

An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting a code of ordinances for the City of San Luis, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of San Luis dealing with subjects embraced in such Code of Ordinances with Code Publishing Company; repealing any conflicting provision; providing for severability; and providing for penalties.

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

Section 1. That certain document, known as the "Code of Ordinances for the City of San Luis," three copies of which are on file in the Office of the City Clerk, of the City of San Luis, Arizona, which document was made a public record by Resolution No. 2175 of the City of San Luis, Arizona, is hereby referred to, incorporated, adopted and made a part hereof as if fully set out in this ordinance.

Section 2. By the adoption of this ordinance, the City Council hereby reaffirms that Ordinance Nos. 228, 409, 410, 411, 412, 413 and 415 have been an continue to be the law of the City of San Luis from the date of their adoption. Said ordinances shall continue to govern from and after the date of the adoption of this ordinance.

Section 3. Save and except the ordinances listed in Section 2 above, in the event of a conflict between the provisions of in the Code of Ordinances made a public record by Resolution No. 2175, and any other ordinance, code, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded and replaced.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction; such shall not affect the validity of the remaining portions thereof.

Intentionally left blank, the signature page follows

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

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney