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, September 8, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment 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, 8 de Septiembre del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 8, 2021
7:00 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting of September 8, 2021 in person if the 6-foot distance can be maintained which is 27 people. 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. Call to the Public will only be available to those attending the meeting in person.

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.

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 8 de Septiembre del 2021, si la distancia de 6 pies puede mantenerse, que es de 27 personas. 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. Llamado al Publico estara disponible solo a quienes asistan a la junta en persona.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. EL ALCALDE O VICE-ALCALDE DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. §38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL 7:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4.	**PROCLAMATIONS/PRESENTATION:**	
4. A.	Childhood Cancer Awareness Month - September 2021	**Proclaimed**
4. B.	Hispanic Heritage Month - September 15, 2021 through October 15, 2021.	**Proclaimed**
4. C.	Presentation and recognition of the 2021 First Quarter Awardees by the Employee Rocognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Rosalva Leon, Human Resources Coordinator)**	**Continued to the Next Scheduled Meeting**
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** - Special Council meeting held August 18, 2021 - Special Council meeting held August 19, 2021 - Regular Council meeting held August 25, 2021	**Approved**
5. B.	**DISBURSEMENTS FROM AUGUST 17, 2021 THROUGH AUGUST 30, 2021** Total Disbursements $576,008.56 (Five Hundred Seventy-SixThousand, Eight Dollars and Fifty-Six Cents)	**Approved**
5. C.	Discussion and possible action on any and all matters regarding the purchase of a new ambulance. **(Angel Ramirez, Fire Chief)**	
6.	**DISCUSSION AND POSSIBLE ACTION ITEMS:**	
6. A.	Discussion and possible action on any and all matters regarding the appointment of a council member to serve on the Western Arizona Economic Development District (WAEDD). **(Francia Alonso, Acting Assistant to Mayor and Council)**	**Approved**
6. B.	Discussion and possible action on any and all matters regarding a contract with PACE for the design services to update operations at the East Wastewater Treatment Plant. **(Eulogio Vera, Public Works Director)**	**Approved**
6. C.	Discussion and possible action on any and all matters regarding the change order request of Bunger Steel for pre-engineered metal building for Public Works. **(James Einwaechter, Assistant Director of Public Works)**	**Approved**

6. D. Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell beer during the 2021 Off-Road Expo on Saturday, October 23, 2021. **(Marcos Ramirez, Secretary for San Luis FRONTERA Rotary Club)**

Public Hearing Held/Approved

A. Open public hearing
   1. Staff and/or applicant presentation
   2. Call to the public on this item
B. Close public hearing
C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

6. E. Public hearing followed by discussion and possible action on any and all matters regarding Minor General Plan Amendment Case No. 2021-0336 and Resolution No. 2192. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2040 General Plan to change the land use designation of 19.95 acres of land located east of 20th Avenue and south of Belleza Del Desierto Phase 2 Subdivision from Commercial (C) to Medium Density Residential (MDR); repealing any conflicting provisions; and providing for severability. **ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD AUGUST 11, 2021. (Jose A. Guzman, Director of Planning and Zoning)**

Public Hearing Held/Disapproved

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2192

6. F. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243 and Ordinance No. 420. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 19.95 acres from Light Industrial (L-I) to Medium Density Residential (R1-6) for property located east of 20th Avenue and south of Belleza Del Desierto Phase 2 Subdivision. (**ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD AUGUST 11, 2021) (Jose A. Guzman, Director of Planning and Zoning)** **This item was not discussed due to the previous related item (6. E.) not being approved.**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordiannce No. 420 by title only
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 420

7.	**SUMMARY OF CURRENT EVENTS** Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).	**Informational Update**
8.	**CALL TO THE PUBLIC** This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.	**No Legal Action Permitted**
9.	**ADJOURNMENT 8:12 P.M.**	

PROCLAMATION

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

Meeting Date: 09/08/2021

Title:

Childhood Cancer Awareness Month - September 2021

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

CHILDHOOD CANCER AWARENESS MONTH
September 2021

WHEREAS, childhood cancer is the leading cause of death by disease in children, 1 in 285 children in the United States will be diagnosed by their 20th birthday, 46 children per day or 16,790 children per year are diagnosed with cancer in the United States; and

WHEREAS, there are approximately 40,000 children on active treatment at any given time, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, 80% of childhood cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, in the last 20 years, only four new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out; and

WHEREAS, researchers and healthcare professionals work diligently, dedicating their expertise to treat and cure children with cancer, it is vital that those affected by childhood cancer have access to quality affordable care and that research of all forms of childhood cancer continues to be vigorously supported; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure, the determination and bravery with which these children fight their battles against cancer should be recognized and commended by all.

NOW THEREFORE, BE IT RESOLVED, that I, Mayor Gerardo Sanchez, do hereby proclaim September 2021 as Childhood Cancer Awareness Month in the City of San Luis, Arizona in order to help raise awareness of pediatric cancer.

Dated this **8th** day of **September 2021**.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. B.**

Meeting Date: 09/08/2021

Title:

Hispanic Heritage Month - September 15, 2021 through October 15, 2021.

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

HISPANIC HERITAGE MONTH
September 15, 2021 – October 15, 2021

WHEREAS, the City of San Luis, Arizona recognizes the deep roots of Hispanic and Latino Heritage within our local community, our great State of Arizona and the United States of America; and

WHEREAS, the Gadsden Purchase of 1854 brought territories in southern Arizona and southern New Mexico into the union of the United States; lands that were already rich in the Spanish language, Mexican and Native American cultures and ways, where the bells of Spanish missions rang loudly from California to Texas and even in modern eastern states of Florida and Georgia; proof that the history of the United States grew not only north to south and east to west but also grew north and east from the modern "Southwest"; and

WHEREAS, the City of San Luis, Arizona was founded in 1930 directly due to the opening of our local Port of Entry, allowing travel and commerce between Mexico and the United States. The City of San Luis prides itself in having been a vital role in agriculture, commerce and industry; a role which is still filled today; and

WHEREAS, the City of San Luis, Arizona has a Hispanic population of 97 - 98% we take pride in our bilingual nature, our commitment to family, shared traditions and values; and

WHEREAS, In the words of Cesar Chavez, one of the City of San Luis' most iconic heroes: "Preservation of one's own culture does not require contempt or disrespect for other cultures; and

NOW THEREFORE, **BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of City of San Luis, hereby proclaim September 15, 2021 to October 15, 2021 as Hispanic Heritage Month. We would like to particularly recognize our Hispanic American Heritage during our Founders Day Celebration on October 2, 2021. We encourage our local residents to not only learn about our own rich history, culture and traditions but to also lovingly share them with our neighboring communities, as well.

Dated this **8th** day of **September 2021**.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

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

Meeting Date: 09/08/2021

Summary

Presentation and recognition of the 2021 First Quarter Awardees by the Employee Rocognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Rosalva Leon, Human Resources Coordinator)**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 09/08/2021

Summary

MINUTES OF

- Special Council meeting held August 18, 2021
- Special Council meeting held August 19, 2021
- Regular Council meeting held August 25, 2021

Attachments

8/18/2021 SCM

8/19/2021 SCM

8/25/2021 RCM

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 18, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:31 p.m.

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

OTHERS PRESENT: Kay Macuil, Acting City Manager/City Attorney
Sonia Cornelio, City Clerk
Axel Chayra, I.T. Technician
Derek Dueñas, I.T. Manager
Eulogio Vera, Director of Public Works
Glenn Gimbut, Assistant City Attorney
James Einwaechter, Assistant Director of Public Works
Jose Guzman, Director of Planning & Zoning
Jose Luis Cisneros, Acting Public Information Officer/Executive Assistant
Gary Black, Comite De Bienestar

2. PLEDGE OF ALLEGIANCE

Vice Mayor Africa Luna-Carrasco led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEM:

3. A. Discussion and possible action on any and all matters regarding Resolution No. 2193. A Resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a development agreement with Comite de Bien Estar, Inc. to provide for the development of public infrastructure improvements along north 4th Avenue. (Eulogio Vera, Public Works Director)

Mr. Glenn Gimbut, Assistant City Attorney, explained that in respect to Valley View Apartments, in the engineering work of Kevin Dahl it became determined that the city needs to do some major work on 4th Avenue, which is to cut into the slope to improve the line of sight and to lower the slope on that road.

This involves relocation of a water line and the condition of the roadway is that to have a well-built road, the city would want to lower that grade with or without Valley View Apartments. With Valley View Apartments and where the driveways are located, the city really does have to do it. For Valley View Apartments, they are working on a low income housing tax credit program, which means a fixed budget and fixed set of plans on a project approved by the State of Arizona. The problem is that they need building permits for the apartments to be issue and they need them in short order, that is the reason for this Special Council meeting tonight. The city is providing for the road improvements and they get that done within their budget. The city is setting what assurances need to be posted for infrastructure that allows the city to be able to issue the permits within timeframes they need to keep the project going. The cost of the road will be between $350,000.00 to $500,000.00 according to Kevin Dahl's engineers cost estimate. What the city has done in this form of agreement is in Section 2.4 where it read that the city will be responsible to relocate the water line and to pay the sum of $160,000.00 toward the design and development of all the improvements, the rest is on Comite De Bienestar. He added that staff is asking the City Council to contribute an extra $160,000.00 toward the road improvements on 4th Avenue.

Mayor Gerardo Sanchez said that for clarification this is something they created and not the city. Both entities agreed but the city did not know they had to sustain that extra expense.

Mr. Gimbut added that the city did not know about the extra expense, but it is an improvement that should be done for 4th Avenue anyway. The city is putting a ceiling on what it is doing and the rest of the improvements, if there is a cost, it will overrun on Comite De Bienestar.

Mr. Eulogio Vera, Director of Public Works, stated that he did not get an exhibit regarding what the proposed improvements are, but the sight distance coming up the hill will be improved to what is acceptable for design standards. Mr. Vera briefly explained the improvements to the area.

Mayor Gerardo Sanchez asked where the funds coming from.

Mr. Vera responded that it has not yet been determined, but staff has spoken to Ms. Monica Castro, Director of Finance, to see the options for the City Council to discuss in the future. The first commitment is for the city to establish that it is on board with this expense and the second is they are posting the assurances so that the permit can be issued. These are the two (2) critical things needed to be able to obtain their permit. The city required a traffic study and a visibility or sight distance analysis which is the one that determined that the hills has to come down. A current traffic study that was done for 4th Avenue and Union Street looks at the entire corridor from Cesar Chavez Boulevard to down the hill. Staff review the study and agree with it.

Mayor Gerardo Sanchez indicated that he understands that this project needs to be done, but it is just the hurriness that they need this or they will not get the permits. These surprises and not knowing where the money is coming from becomes an issue. The city is delaying other projects for the benefit of this project.

Council Member Gloria Torres declared a conflict of interest and stated she will abstain from voting.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve and adopt Resolution No. 2193 and authorize any transfer of funds necessary to effectuate the development agreement approved by Resolution No. 2193. Motion passed six (6) ayes and one (1) abstention from Council Member Gloria Torres.

The vote was as follows:

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

4. ADJOURNMENT

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adjourn the Special Council meeting at approximately 7:36 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 E. 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 Special City Council meeting of the City Council of the City of San Luis, Arizona, held on August 18, 2021. I further certify that the meeting was dully called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 19, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:30 p.m.

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

OTHERS PRESENT: Kay Macuil, Acting City Manager/City Attorney
Sonia Cornelio, City Clerk
Tadeo De La Hoya, City Administrator (party to the contract)
Axel Chayra, I.T. Technician
Domingo Sosa, I.T. Department
Janet Taylor, Legal Secretary
Jonathan Dumadag, I.T. Department
Jose Luis Cisneros, Acting Public Information Officer/Executive Assistant
Lizandro Galaviz, Director of Parks & Recreation
Richard Jessup, Chief of Police
Cesar Neyoy, Reporter
Columba Nuñez, Resident
David Lara, Resident
Guillermina Fuentes, Resident
Lilia Quiñonez, Resident
Mario Buchanan Sr., Resident

2. PLEDGE OF ALLEGIANCE

Council Member Mario Buchanan Jr. led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

Mayor Gerardo Sanchez allowed the public to comment on the first item for three (3) minutes each.

Mr. Genaro Soto Cordova, Resident, stated that his issue is regarding health problems. A few months ago, he was in down San Luis as he calls it to georeference the area. He said that some of the neighbors in that area were talking about how the pavement was destroyed. He video recorded the pavement problems and some laugh at it and others think about the situation. A few weeks later, the city had programmed the repairs of the pavement and he came across with city employees from the water department who were preparing the hydrological infrastructure mix. He then asked one (1) of the city employees if they still used the asbestos and he was told yes. Mr. Soto Cordova added that the World Wide Health Organization has informed that asbestos is dangerous to a human being; in such way that it detaches fibers that stay in ones organism. Some of those residents in that area can die with cancer because of the asbestos. He thinks that the city could have invested to convert the asbestos into pvc. He hopes that the Mayor and City Council understand that the city is hurting the health of its residents.

Mr. Gilberto Zarate, Resident, said that he has requested recall packets, although he does not want to do it because it will be an unnecessary spending when this money can be used on something that will help the city in a positive way. He asked the Mayor and City Council to think well about their decision because it can return to them not only to Tadeo. He said he respects each one of the elected officials but they need to rectify the error and he is not playing, he has the signatures for the recall and he is going after them. He stated that what the City Council does with Tadeo, Mr. Zarate will do the same to elected officials.

Ms. Lila Quiñonez, Resident, reproached to four (4) elected officials for not attending their call the day the residents were waiting for them outside after the meeting and they disrespected them, the majority of which are seniors. She said that they are pressuring residents and the City Council is acting in an erroneous manner she hopes they reconsider their actions but they do not show any regrets. The majority of the citizens of this community are willing to not give their vote to those four (4) Council Members and sign the recall.

Mr. Jossue Alexis Becerra, Resident, said he was born in Yuma but raised in San Luis, Arizona. He thinks Tadeo is not the fit for the position, he is not academically prepared for the position. The city is growing and there are others who can qualify for the position, young residents who have a bachelor's degree. The community needs someone who can be an actual administrator and not a certified secretary. He added that even Vice Mayor Africa Luna-Carrasco is better qualified than him. This job does not determine who he is and probably can do better. He said that this job is not guaranteed to anybody.

Ms. Martha Servin, Resident, mentioned that unfortunately it was not the result expected from the previous meetings regarding the decision made towards Azael. She addressed to Council Members Jose Ponce, Gloria Torres, Luis Cabrera and Vice Mayor Africa Luna-Carrasco and said that the residents are disappointed at them because they are throwing back the City of San Luis, Arizona. She added that they disrespected senior citizens who waited outside for them a few weeks ago after a council meeting. The times of God are perfect and so are his decisions.

3. A. Discussion and possible action on any and all matters regarding action to approve a mutual severance agreement with Tadeo Azael De La Hoya.

Ms. Kay Macuil, City Attorney, indicated that this item was placed on the agenda by three (3) Council Members. Since the beginning of negotiations, the agreement had a change for the salary, at first it was the have buyout of sick leave under the policy, however his employment agreement allowed payout of sick leave not under the policy, therefore that was removed. On August 11, 2021, the item was continued to August 25, 2021 and Tadeo asked that his administrative leave continue through August 25, 2021. However, if the agreement is accepted tonight, is should end tonight.

Mayor Gerardo Sanchez asked Mr. Tadeo De La Hoya if he agreed with the agreement. Mr. De La Hoya responded that he agreed.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve the mutual separation agreement and general release with Tadeo Azael De La Hoya. 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 E. Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

3. B. EXECUTIVE SESSION
Vote to hold Executive Session pursuant to A.R.S. § 38-431.03(A) subsections (1), (3), and (4).

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A) subsections (1), (3) and (4) on any and all matters regarding appointing Lizandro Galaviz as Interim City Manager and/or a possible contract describing the term for the Interim City Manager and/or legal advice from the city's attorney or attorneys and/or instruction to the city's attorney or attorneys as delineated by the above-referenced Arizona Revised Statute and subsections.

MOTION: Council Member Gloria Torres/Vice Mayor Africa Luna-Carrasco to go into Executive Session at approximately 6:48 p.m. Motion passed with four (4) ayes and three (3) nays.

The vote was as follows:

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

4. MOTION TO GO BACK TO SPECIAL SESSION

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to go back to Special Session at approximately 7:02 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 E. Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. DISCUSSION AND POSSIBLE ACTION ITEM:

5. A. Discussion and possible action regarding any and all matters regarding action to appoint Lizandro Galaviz Interim City Manager and set terms of employment with possible instructions to the City Attorney regarding a possible contract with an Interim City Manager.

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Luis Cabrera to appoint the Director of Parks & Recreation, Lizandro Galaviz, to the position of Interim City Manager beginning on August 20, 2021, to serve until Council makes a further decision regarding the position of City Manager. Further move that he retains his permanent position of Director of Parks & Recreation and appoint such person or persons to be Interim Director of Parks & Recreation or take such other action as may be necessary to avoid any conflict of interest that my arise. Further move that Mr. Galaviz receive a 25% increase in salary to reflect the increase in duties during the period that he will be serving in this interim capacity and direct the City Attorney to prepare an appropriate contract for this appointment and to bring it before the Council for its consideration at the next regular meeting of Council. Motion passed with four (4) ayes and three (3) nays.

The vote was as follows:

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

6. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to adjourn the Special Council meeting at approximately 7:04 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 E. 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 Special City Council meeting of the City Council of the City of San Luis, Arizona, held on August 19, 2021. I further certify that the meeting was dully called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 25, 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.

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: Lizandro Galaviz, Interim City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Crystal Fragozo, Administrative Coordinator
Derek Dueñas, I.T. Manager
Domingo Sosa, I.T. Department
Eulogio Vera, Director of Public Works
Francia Alonso, Acting Assistant to the Mayor & City Council
Jenny Torres, Economic Development Manager
Joaquin Campa, Building Safety
Jonathan Dumadag, I.T. Department
Jose Guzman, Director of Planning & Zoning
Jossue Cerda, I.T. Department
Marco Santana, Police Lieutenant
Melissa Lopez, Deputy City Clerk
Ralph Velez, City Consultant
Richard Jessup, Chief of Police
Ric Bauermann, Fire Department
Buna George, Greater Yuma Port Authority
Cesar Neyoy, Reporter
Columba Nuñez, Resident
Christian Cuevas, Translator
Maria Robles, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Jose Ponce led the Pledge of Allegiance.

3. INVOCATION

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

4. PROCLAMATION/PRESENTATIONS

4. A. September 2021 Library Card Sign-Up Month

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

Mayor Gerardo Sanchez thanked the representative from the San Luis Library Branch for the service they provide to this community. He added it is a resource for adults and children and appreciates Yuma County for the services they provide.

4. B. Presentation on the development of the future Veterans Memorial Park. (Lizandro Galaviz, Director of Parks and Recreation)

Mr. Lizandro Galaviz, Interim City Manager/Director of Parks & Recreation, thanked the committee and all those involved for working together and support of the future Veteran Memorial Park. Mr. Galaviz provided a brief presentation on the design concept and cost. The PowerPoint presentation is filed with the complete agenda packet filed at the City Clerk's Office.

Mayor Gerardo Sanchez commented the Veterans Park is something needed especially for those who have given the ultimate sacrifice and they needs to be recognized, this community has active members in the military. While the cost is high and he recommended getting in contact with Congressman Raul Grijalva's Office for the possibility of federal funding towards this project.

4. C. Presentation regarding asbestos in water line pipe materials; informative and regulatory summary. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, presented a brief informative PowerPoint on the asbestos cement (AC) pipe and the polyvinylchloride (PVS) pipe which is now what is standard industry for water, sewer and other pipelining projects. He added that asbestos is a known carcinogen and it is a natural occurring mineral found in soil and rock. The primary route of exposure to people is inhalation; the material is very strong, corrosion resistant, fire resistant, light weight and very economical. In the early 1900s asbestos was very popular to the late 1980s and was used for water line construction in the United States (U.S.). It is estimated that approximately 600,000 miles of AC water lines are installed in the U.S. and Canada. The City of San Luis is a fairly new town and has only five (5) miles of AC water lines equaling to 6% of its entire water distribution system; other cities have between 30 and 50%. The city has been repairing older subdivisions and when the total reconstruction is being worked on, then that is how the old asbestos line will be replaced.

Currently there is no regulatory requirement to replace them and mainly it is due to Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ) governing in Arizona and know that if that asbestos is not released into the atmosphere or enough into water, it is not harmful. Asbestos does not dissolve in water. There is a limit set by EPA which is seven (7) million fibers per liter. City staff tests the water and has never been close to one (1) million fibers per liter, the most recent tests results are 0.2, 0.3 and this is because it is coming from well water, from the soil coming from the ground.

Furthermore, he added that it has never been a concern in the city. The tests are done based on the requirements from ADEQ as they establish the testing schedules and different mineral get tested at different times. But usually it is twice a year but it is different minerals and it is not always the same test; some tests are more frequent but staff takes daily samples for more concerning contaminants. It was brought to his attention a concern about how some of the recent projects did not have waterline replacements. The life cycle of an AC pipe is between 70 to over 100 years. The city does not have lines that old and it is not a concern at this time.

The streets that recently got repaved were not in the budget; within the last six (6) or seven (7) years there was a list of approximately 12 streets that were deteriorated beyond any type of pavement preservation. The city is investing every year in pavement preservation and all the streets repaved in the last three (3) years were beyond pavement preservation. The re-pavement that was completed will probably be 15-20 years and will be redone again at the time. The projects that were completed would of almost double its cost for the same street if the waterline replacement would have been included. The cost was over $800,000.00 in repaving and would have been over $1.5 million for both re-pavement and waterline replacement. The use of funds was appropriate and the city is not in any violation of any regulatory concerns from ADEQ or EPA.

Mayor Gerardo Sanchez indicated to make sure city employees are aware of asbestos, how a person gets it, safety and lifespan of these pipelines.

Council Member Matias Rosales mentioned that the oldest in that area is from the 1990s and wondered if what residents are seeing on Merrill Avenue is from Yuma County Water Users Association.

Mr. Vera specified that the area that has asbestos is right up against the port, there is a small section there, all the other ones got replaced at one time. For many years when originally the town side was built, some of those streets were probably not paved. Comite de Bienestar Phase 1 is one subdivision that has asbestos. Everything on Merrill Avenue is PVC and there is another part of Los Portales that has asbestos but that is it. Yuma County Water Users Association does not use asbestos, they use concrete and looks the same as asbestos. Mr. Vera added that this presentation was forwarded to the Water Supervisor to be shared with staff.

Everybody gets training on asbestos, exposure and protecting themselves, however staff does not do the work with asbestos, as they hire someone else to help with that.

The existing lines is not something that would cause cancer. Some parts of 4th Avenue have asbestos and will be replaced with the intersection of 4th Avenue.

Mayor Gerardo Sanchez asked Mr. Vera to provide an estimate of how much would it cost to change that 6%.

Mr. Vera added that the America Water Works Association estimates $1 million per mile of asbestos replacement. For the city it probably will be $500,000.00 per mile which will be approximately $2.5 million to replace the five (5) miles of waterlines.

CONSENT AGENDA

5. A. MINUTES OF

- Work Session held August 4, 2021
- Regular Council meeting held August 11, 2021

5. B. DISBURSEMENTS FROM AUGUST 3, 2021 TO AUGUST 16, 2021
Total Disbursements $749,719.82
(Seven Hundred Forty-Nine Thousand, Seven Hundred, Nineteen Dollars and Eighty-Two Cents)

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera 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 accept service agreement and enter into a contract with Flock Group Inc. (Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, explained that this is for a two (2) year contract at the beginning and then one (1) year renewal contracts thereafter. Mr. Jessup spoke about the success of the program and asked the company that they do a pilot program with them and test it out. The City of San Luis Police Department asked for a three (3) month period and Flock Group, Inc., extend it for six (6) months and this program yielded some incredible returns. He explained the process of the application and how it works on officers' cellphones. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details.

They deliver this detail through machine learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means they can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to approve the contract with Flock Group Incorporated for $16,500.00 for the initial year of two (2) years and approve the price terms for subsequent years 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 Subdivision Case No. 2021-0419F. A request by Core Engineering Group. PLLC., on behalf of the Greater Yuma Port Authority for the Magrino Industrial Park Unit 4 final plat. The property is located south of County 25th Street between Avenue E and Avenue D in San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

A. Staff Presentation

Mr. Jose Guzman, Director of Planning & Zoning, stated that this request is for the Magrino Industrial Park Unit 4; this phase consists of 86.3 acres and will have 12 industrial lots ranging in size from two (2) to 14 acres. As part of Unit 1, all of the required improvement districts were approved for the entire subdivision. It is located south of County 25th and north of the border. This item was presented to the Planning & Zoning Commission and they recommended approval with the condition that the applicant addressed the review comments letter dated July 8, 2021. His office received the revised plans and the response letter; the applicant agreed to most of the comments. There is one (1) comment that was talked to with the applicant and staff agreed that the comments is not substantial and can be addressed at the start level during the review. Staff recommends approval of this item and the recommended motion.

B. Action on Subdivision Case No. 2021-419F

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve the Magrino Industrial Park Unit 4 Final Plat with the condition that the applicant addresses review comment letter dated July 8, 2021. 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 a proposed contract with Parks and Recreation Director Lizandro Galaviz to assume the additional duties of Interim City Manager. (Kay Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, this item is a follow up to the August 19, 2021 Special Council meeting, in which Mr. Lizandro Galaviz, Director of Parks & Recreation, was appointed as the Interim City Manager. The agreement leaves him as the Director of Parks & Recreation and adds on the duties of City Manager; and for that he is compensated by a 25% increase in his salary. The base salary will be the adjusted salary rather than the one that is in place today to begin August 20, 2021 and ends when the City Council takes further action on the position and upon termination the City Code would not apply. She explained that usually at the end of a City Manager's term they would have a 30-day appeal period and are paid 30 days, but since this is an interim position, staff made sure in this contract he would just go back to being a department head.

MOTION: Council Member Jose Ponce/Council Member Luis Cabrera to approve the Interim City Manager's contract as presented for Lizandro Galaviz. Motion passed with six (6) and one (1) nay.

The vote was as follows:

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

7. CALL TO THE PUBLIC

Ms. Columba Nuñez, 146 Jenkins Avenue, San Luis, AZ, stated that the Senior Center is closed and she was never informed, she understands the situation and that is how that person is.

She added that another thing she wanted to bring up to the Mayor and City Council is her husband's situation, for those who do not know, Mr. John Starkey did not retire because he wanted to, but because he was pressured, removed, humiliated and insulted so that he would leave. One (1) person with a high school diploma gaining more than $100,000.00 would harass and humiliate her husband while he was at work. Additionally, she added that Mr. Velez would constantly ask her husband when would he retire and Mr. Starkey would come to work afraid, humiliated and stressed; he was frustrated and confused with the current administration. When Mr. Velez spoke to Mr. Starkey for the last time, he informed Mr. Starkey that he could go as an inspector but that his salary was going to be cut in half. She would tell her husband that they were the ones with the power and that he could not do anything about it. Her husband was a person with more than 30 years of experience, with credentials and a bachelors degree from a university who was liked by his co-workers and he could not do anything at all. He had to resign, he did not want to go from here, he loved this community and even after he left some of the city's employees would still call him to ask for his help. The city kicked him out, he did not want to retire; she demands respect for all city employees. She hopes that the new Interim City Manager treats all city employees fairly, with respect and dignity. She said that she supported Mayor Gerardo Sanchez and regrets it because he was one of the main executioners that got her husband out of the city.

8. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported he received an invitation from Senator Sinema to join her for a meeting on the future structure of Port of Entry I; it passed the Senate and thanked both Senators Sinema and Mark Kelly. If the House of Represenatives passed the bill, the City of San Luis will receive the $147 million required to finalize Port of Entry I. The City of Douglas will obtain close to $300 million for a new port and the City of Nogales will obtain funding for all the necessary studies; they estimate a cost of approximately $1 billion. The City of Calexico will also obtain approximately $300 million. In addition to investing in infrastructure, it will be needed to invest in personnel. There will be 17 lanes and need to make sure that there will be enough staffing. One of the concerns discussed is the increase in traffic; approximately 14,000 people cross the San Luis border with restrictions and when the restrictions are lifted, the vehicle traffic will increase. He also reported that he attended the Ribbon Cutting Ceremony for a new development at the Palencia Estates. He added that the census number is low but the city is still at 35,000, they projected between 39,000 and 40,000, the census is looking at their data. One thing about the population is that once the City of San Luis reaches 50,000 the funding range changes through infrastructure. In the 2010 Census, the city was a young community, the average age was between the ages of 18 and 26. He thanked staff for the different ideas for the community to participate in the census and emphasized the importance of the census. The community that showed the highest growth was the City of San Luis.

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7) for discussion or consultation with the city's attorneys regarding a commercial development agreement for the development of a hotel for legal advice , and/or to consider the city's position and instruct its attorneys regarding the its position regarding contracts that are the subject of negotiations, and/or with designated representatives of City Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property. (Kay Marion Macuil, City Attorney; Jenny Torres, Economic Development Manager; and Ralph Velez, City Consultant and Bill Sims, Outside Counsel)

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera to go into Executive Session at approximately 7:53 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

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A) subsections (3) and (4) on any and all matters regarding the lease with Advanced Call Center Technologies for discussion or consultation for legal advice or to consider the city's position and instruct its attorneys regarding the lease that is the subject of negotiations, in pending or contemplated litigation or in settlement to avoid or resolve litigation. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera to go into Executive Session at approximately 7:53 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

11. MOTION TO GO BACK TO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to go back to Regular Session at approximately 8:59 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

12. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding approval and ratification to engage outside counsel and to take all actions necessary to resolve current state law, city code violations and breaches of the lease with the City of San Luis by Advanced Call Center Technologies, Inc.; including without limitation settlement, mediation, arbitration and/or litigation. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to ratify and approve the engagement of the Law Firm Dickinson Wright to represent the city regarding Advanced Call Center Technologies, LLC breaches and its and other people or entities violations of law; and to authorize the City Manager, the Office of the City Attorney and outside Legal Counsel to take all actions necessary to resolve current violations of law and breaches of the lease of the commercial space at 580 North San Luis Plaza Drive, San Luis, Arizona, including without limitation, settlement, mediation, arbitration and/or litigation. 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

13. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to adjourn the Regular Council meeting at approximately 9:00 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 August 25, 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: 09/08/2021

Summary

DISBURSEMENTS FROM AUGUST 17, 2021 THROUGH AUGUST 30, 2021

Total Disbursements $576,008.56

(Five Hundred Seventy-SixThousand, Eight Dollars and Fifty-Six Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING SEP 8, 2021
Disbursement Report from 08/17/2021 TO 08/30/2021

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	8/17/2021	$ 334,783.16	Schedule A
Accounts Payable Check Account	8/23/2021	$ 241,225.40	Schedule B
	Total Disbursements:	**$ 576,008.56**	

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

Prepared by David A. Espitia: David Espitia

Verified by Director of Finance: Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED
2021 AUG 31 P 5:15
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

• P.O. Box 7740 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8520 • Fax (928) 341-8549 •

Pay Day Register

Pay Date Range 07/31/21 - 08/13/21
Pay Batch 202117

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2021.08.17 16:35:21 -07'00'

PSPRS FIRE DB RATE - TIER 1a	3,495.61	45,694.05
PSPRS FIRE DB RATE - TIER 1b	1,029.79	8,839.41
PSPRS FIRE DB RATE - TIER 2	431.36	3,702.59
PSPRS FIRE DB RATE - TIER 3	2,721.26	27,377.17
PSPRS FIRE DC RATE - TIER 3	163.52	1,816.84
PSPRS FIRE DISABILITY RATE	15.99	1,816.84
PSPRS POLICE DB RATE - TIER	3,601.88	47,083.63
PSPRS POLICE DB RATE - TIER	2,167.05	18,601.30
PSPRS POLICE DB RATE - TIER 2	859.29	7,375.84
PSPRS POLICE DB RATE - TIER 3	2,546.67	25,620.39
STANDARD LIFE ADDTNL	1,064.03	.00
TRANSWESTERN MEXICAN	97.00	.00
U.S. MEX DENTAL - EE &	554.31	.00
U.S. MEX DENTAL - EE &	184.77	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	666.12	.00
US & MEX HEALTH = C	5,408.92	.00
US & MEX HEALTH = FAMILY	6,749.94	.00
US & MEX HEALTH = SP	1,708.08	.00
VSP - VISION CHILDREN	220.66	.00
VSP - VISION FAMILY	363.44	.00
VSP - VISION SPOUSE	103.84	.00
Net	$334,783.16	

BUILDING- NOC OPER BY	1,357.78	37,507.30
BUS COMPANY AND DRIVERS	153.66	2,783.85
CLERICAL OFFICE/ LIBRARY/	282.38	117,662.95
Electrician	59.11	1,882.40
FIREFIGHTERS & DRIVERS	4,260.64	89,698.29
GARBAGE/ ASH/ REFUSE	184.95	2,959.20
Homemaker Service	16.69	729.00
MUNICIPAL/ TOWN/	77.88	4,450.00
PARKS- NOC ALL EMPLOYEES	615.92	19,868.06
POLICE OFFICERS	4,737.32	99,733.16
RECREATION- ALL EMPLOYEES/	251.55	18,359.96
SEWAGE DISPOSAL/ PLANT	614.15	17,853.54
Street or Road Construction	1,939.81	21,968.46
WATERWORKS OPERATIONS	684.32	19,720.93
Total	$15,593.12	

Direct Deposits	Amount
1st Bank Yuma	29,042.47
ACADEMY BANK	2,333.62
Bank of America	2,600.00
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	158,501.25
chase centro	1,033.69
Federal Credit Union	31,811.53
FF CREDIT UNION	1,739.02
FIREFIGHTER FIRST CREDIT UNION	5,111.69
FIRST NATIONAL BANK TEXAS	1,548.53
GREEN DOT BANK	390.16
MIT FEDERAL CREDIT UNION	447.42
National Bank	2,754.64
Navy Federal	18,831.31
NETSPEND	192.76
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	648.69
Sunbank	1,123.09
THE FOOTHILLS BANK	783.49
USAA FEDERAL SAVING	3,331.01
VANTAGE WEST	1,543.54
WASHINGTON FEDERAL	1,792.53
Wells Fargo	68,041.47
Total	$334,071.91

Schedule A

City of San Luis

Payment Register

From Payment Date: 8/16/2021 - To Payment Date: 8/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
99333	08/18/2021	Open			Accounts Payable	HAYS TRAILER SALES	$11,206.19		
99334	08/18/2021	Open			Accounts Payable	BALSINO, PETER, M	$255.64		
99335	08/18/2021	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
99336	08/18/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
99337	08/18/2021	Open			Accounts Payable	FOP/ALC	$375.00		
99338	08/18/2021	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	$311.10		
99339	08/18/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$345.00		
99340	08/18/2021	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$8,828.45		
99341	08/18/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,036.72		
99342	08/18/2021	Open			Accounts Payable	UNITED STATES TREASURY	$221.11		
99343	08/18/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
99344	08/18/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$98.50		
99345	08/18/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,140.00		
99346	08/19/2021	Open			Utility Management Refund	SANCHEZ JULIA & JAYLEENE	$114.76		
99347	08/19/2021	Open			Accounts Payable	4 IMPRINT	$3,057.94		
99348	08/19/2021	Open			Accounts Payable	AAED	$273.00		
99349	08/19/2021	Open			Accounts Payable	AMES ORTIZ, KARLA	$125.00		
99350	08/19/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$157.43		
99351	08/19/2021	Open			Accounts Payable	BEALL, ANA, C	$350.00		
99352	08/19/2021	Open			Accounts Payable	CELAYA, MARITZA, MARITZA	$180.00		
99353	08/19/2021	Open			Accounts Payable	CENTURYLINK	$4,544.33		
99354	08/19/2021	Open			Accounts Payable	CISNEROS, JOSE, LUIS	$1,200.00		
99355	08/19/2021	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$2,000.00		
99356	08/19/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$1,631.97		
99357	08/19/2021	Open			Accounts Payable	EMAZON, JESUS	$483.00		
99358	08/19/2021	Open			Accounts Payable	FELIX, ALVARO	$67.51		
99359	08/19/2021	Open			Accounts Payable	FRANCO, MARTIN, A	$306.00		
99360	08/19/2021	Open			Accounts Payable	GALAVIZ, LIZANDRO	$118.00		
99361	08/19/2021	Open			Accounts Payable	GARCIA, JESUS	$546.00		
99362	08/19/2021	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	$196.00		
99363	08/19/2021	Open			Accounts Payable	JAUREGUI, CESAR	$194.00		
99364	08/19/2021	Open			Accounts Payable	KK AND ASSOCIATES LLC	$650.00		
99365	08/19/2021	Open			Accounts Payable	LEON, ROSALVA	$150.00		
99366	08/19/2021	Open			Accounts Payable	LOWE'S HIW, INC.	$6,400.38		
99367	08/19/2021	Open			Accounts Payable	MARTINEZ LOPEZ, JOSE ALFREDO	$504.00		
99368	08/19/2021	Open			Accounts Payable	MEDINA, JOSE	$216.00		
99369	08/19/2021	Open			Accounts Payable	MILLER, DAMIAN	$55.00		
99370	08/19/2021	Open			Accounts Payable	OROZCO, , YADIRA	$150.00		
99371	08/19/2021	Open			Accounts Payable	PACHECO, ROMAN	$145.00		
99372	08/19/2021	Open			Accounts Payable	PALOMERA, CECILIO	$150.00		
99373	08/19/2021	Open			Accounts Payable	PEREDA, JOSE	$268.00		

Schedule B

City of San Luis

Payment Register

From Payment Date: 8/16/2021 - To Payment Date: 8/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
99374	08/19/2021	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	$410.00		
99375	08/19/2021	Open			Accounts Payable	RAMIREZ, FELIPE	$280.00		
99376	08/19/2021	Open			Accounts Payable	RAMIREZ, TERESITA, D	$400.00		
99377	08/19/2021	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	$316.00		
99378	08/19/2021	Open			Accounts Payable	SANCHEZ, RICARDO	$194.00		
99379	08/19/2021	Open			Accounts Payable	SANDOVAL, SALVADOR	$117.99		
99380	08/19/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,313.90		
99381	08/19/2021	Open			Accounts Payable	VASQUEZ DUARTE, ROBERTO JOSUE	$42.00		
99382	08/19/2021	Open			Accounts Payable	VILLEGAS, FERNANDO	$145.00		
99383	08/19/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,279.18		
99384	08/19/2021	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	$4,166.67		
99385	08/19/2021	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$63.49		
99386	08/19/2021	Open			Accounts Payable	BOBADILLA, YADIRA	$295.00		
99387	08/19/2021	Open			Accounts Payable	GUZMAN, JOSE, A	$145.00		
99388	08/23/2021	Open			Accounts Payable	24 KARAT JEWELERS	$609.00		
99389	08/23/2021	Open			Accounts Payable	4 IMPRINT	$2,276.78		
99390	08/23/2021	Open			Accounts Payable	AAED	$100.00		
99391	08/23/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$225.00		
99392	08/23/2021	Open			Accounts Payable	ARCTIC GLACIER USA INC	$209.12		
99393	08/23/2021	Open			Accounts Payable	ARIZONA INTERAGENCY FARMWORKERS COALITION, INC.	$5,000.00		
99394	08/23/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$620.25		
99395	08/23/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$905.17		
99396	08/23/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$144.04		
99397	08/23/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$17.75		
99398	08/23/2021	Open			Accounts Payable	BTE BODY COMPANY INC	$814.50		
99399	08/23/2021	Open			Accounts Payable	BUDDY'S ALL STARS	$117.14		
99400	08/23/2021	Open			Accounts Payable	CENTURYLINK	$617.12		
99401	08/23/2021	Open			Accounts Payable	CONCEPT2 CTS INC	$2,072.46		
99402	08/23/2021	Open			Accounts Payable	CSC OF YUMA	$263.41		
99403	08/23/2021	Open			Accounts Payable	CUEVAS, CHRISTIAN	$100.00		
99404	08/23/2021	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$17,000.00		
99405	08/23/2021	Open			Accounts Payable	HUNT LAW FIRM LTD.	$598.00		
99406	08/23/2021	Open			Accounts Payable	INTERSTATE BATTERY OF DESERT CITIES	$520.16		
99407	08/23/2021	Open			Accounts Payable	J2 ENGINEERING & ENVIR DESIGN LLC	$1,013.54		
99408	08/23/2021	Open			Accounts Payable	KS STATE BANK	$473.18		
99409	08/23/2021	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$432.00		
99410	08/23/2021	Open			Accounts Payable	LEAGUE OF AZ CITIES & TOWNS	$23,080.00		
99411	08/23/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$321.79		
99412	08/23/2021	Open			Accounts Payable	LIFELINE TRAINING	$718.00		
99413	08/23/2021	Open			Accounts Payable	LOOMIS	$802.65		
99414	08/23/2021	Open			Accounts Payable	LOWE'S HIW, INC.	$591.66		
99415	08/23/2021	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$1,111.75		
99416	08/23/2021	Open			Accounts Payable	NATIONAL BUSINESS FURNITURE	$1,902.47		
99417	08/23/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$1,063.29		

City of San Luis

Payment Register

From Payment Date: 8/16/2021 - To Payment Date: 8/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
99418	08/23/2021	Open			Accounts Payable	OFFICE DEPOT	$1,223.85		
99419	08/23/2021	Open			Accounts Payable	PRINTING CENTER USA	$359.74		
99420	08/23/2021	Open			Accounts Payable	PURCELL TIRE CO.	$2,355.38		
99421	08/23/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$375.00		
99422	08/23/2021	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	$188.20		
99423	08/23/2021	Open			Accounts Payable	SELECT-TECH INC	$834.90		
99424	08/23/2021	Open			Accounts Payable	SHRM	$219.00		
99425	08/23/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$17,022.50		
99426	08/23/2021	Open			Accounts Payable	SPRAGUES SPORTS INC.	$97.57		
99427	08/23/2021	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	$1,203.72		
99428	08/23/2021	Open			Accounts Payable	US POST MASTER	$2,855.86		
99429	08/23/2021	Open			Accounts Payable	USA BLUE BOOK	$996.28		
99430	08/23/2021	Open			Accounts Payable	WIZARD EDUCATION	$16,900.00		
99431	08/23/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	$468.34		
99432	08/23/2021	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$300.00		
99433	08/23/2021	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	$3,329.70		
99434	08/23/2021	Open			Accounts Payable	LG ON SITE LLC	$470.46		
99435	08/23/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE LLC	$6,157.20		
99436	08/23/2021	Open			Accounts Payable	BRAY SALES INC	$5,513.60		
Type Check Totals:					104 Transactions		$183,858.59		
EFT									
186	08/19/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$877.60		
187	08/19/2021	Open			Accounts Payable	BSN SPORTS	$7,778.79		
188	08/19/2021	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$214.90		
189	08/19/2021	Open			Accounts Payable	POLAR ICE LLC	$188.21		
190	08/19/2021	Open			Accounts Payable	SAM'S CLUB	$5,131.65		
191	08/19/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$1,160.00		
192	08/19/2021	Open			Accounts Payable	TORRES, ALEJANDRA , S	$2,763.48		
193	08/19/2021	Open			Accounts Payable	YUMA SUN INC	$828.00		
196	08/23/2021	Open			Accounts Payable	ALSCO, INC	$464.92		
197	08/23/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$195.77		
198	08/23/2021	Open			Accounts Payable	ANDERSON HYDRAULICS INC	$267.37		
199	08/23/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$11,122.08		
200	08/23/2021	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$149.76		
201	08/23/2021	Open			Accounts Payable	ARK WIRELESS & NETWORKING	$100.00		
202	08/23/2021	Open			Accounts Payable	CDWG	$554.14		
203	08/23/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$70.00		
204	08/23/2021	Open			Accounts Payable	DESERT WATER STORE INC	$147.93		
205	08/23/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$2,604.97		
206	08/23/2021	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	$4,166.67		
207	08/23/2021	Open			Accounts Payable	MASTER AUTO GLASS LLC	$263.46		
208	08/23/2021	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$3,607.50		
209	08/23/2021	Open			Accounts Payable	RM GRAPHICS	$772.57		
210	08/23/2021	Open			Accounts Payable	ROACH PEST CONTROL	$820.00		

City of San Luis

Payment Register

From Payment Date: 8/16/2021 - To Payment Date: 8/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
211	08/23/2021	Open			Accounts Payable	SAM'S CLUB	$169.74		
212	08/23/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	$3,040.00		
213	08/23/2021	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$562.00		
214	08/23/2021	Open			Accounts Payable	SPECTRUM BUSINESS	$350.46		
215	08/23/2021	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,381.07		
216	08/23/2021	Open			Accounts Payable	SUN RENTAL AND SALES INC.	$2,222.39		
217	08/23/2021	Open			Accounts Payable	TORRES, ALEJANDRA , S	$1,896.96		
218	08/23/2021	Open			Accounts Payable	TRUCKPRO, LLC	$108.78		
219	08/23/2021	Open			Accounts Payable	YUMA PRINTING COMPANY	$2,019.34		
220	08/23/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$1,144.06		
221	08/23/2021	Open			Accounts Payable	YUMA WINNELSON CO.	$222.24		
Type EFT Totals:					34 Transactions		$57,366.81		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	$183,858.59	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	104	$183,858.59	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	34	$57,366.81	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	34	$57,366.81	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	138	$241,225.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 8/16/2021 - To Payment Date: 8/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
					Stopped	0	$0.00		$0.00	
					Total	138	$241,225.40		$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	$183,858.59	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	104	$183,858.59	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	34	$57,366.81	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	34	$57,366.81	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	138	$241,225.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	138	$241,225.40	$0.00

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2021.08.23 12:31:23 -07'00'

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 09/08/2021

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new ambulance. **(Angel Ramirez, Fire Chief)**

SUMMARY:

Throughout the years, the San Luis Fire Department (SLFD) has been an innovative fire department. As the City of San Luis grows, so does the need for public safety. Currently, we have four (4) ambulances on our fleet with one (1) unit to serve as backup. As you may know, vehicles tend to break down; staff has been putting 60,000 miles on every unit, every year. We want to stay proactive and always provide the best customer service to our residents.

The SLFD was diligent in trying to get the best ambulance at the right price. Through the Houston-Galveston Area Council (HGAC) Agreement, we were able to do just that. What is HGAC? It is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. The City of San Luis is part of this Cooperative Agreement; other additional benefits of HGAC are as follows:

- HGACBuy offers an expedited procurement process that can eliminate your need for preparing detailed specifications and satisfying all other requirements for competitive bids and proposals;
- HGACBuy offers more than 800 contractors, including many local dealers and authorized resellers;
- HGACBuy gives you access to volume purchasing pricing and discounts;
- HGACBuy has more than 40 years of experience in cooperative purchasing and serves more than six thousand local government agencies across the United States.

The City of San Luis Fire Department was approved for the amount of $259,770.00.

The San Luis Fire Department wants to utilize the purchasing powers available through the Houston-Galveston Area Council contract #AM10-18 under the authority of the San Luis City Code Section 3.05.090, Cooperative Purchasing and is seeking council approval.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF AN AMBULANCE IN THE AMOUNT OF $259,770.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$228,357.20
BUDGETED AMOUNT:	$259,770.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	340-341-90000

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

N/A

Attachments

Ambulance quote

Republic EVS
12410 Clark St.
Santa Fe Springs, CA 90670

Offer and Purchase Agreement for: **City of San Luis**

One (1) Medix Specialty Vehicles Type I ME 153" on 2021 Dodge 4500 4 x 2 Diesel Powered Chassis, Two Door Standard Cab

All prices are quoted to included Government Factory Rebates. Rebates are subject to change. If the current Rebate amount changes or becomes unavailable. The difference per vehicle will be invoiced to the Purchaser. Pricing is subject to change if additional options are requested.

Description	Qty	Price Each	Extended Price
One (1) Medix Specialty Vehicles Type I ME 153" on 2021 Dodge 4500 4 x 2 Diesel Powered Chassis, Two Door Standard Cab	1	$227,262.20	$227,262.20
Chassis VIN Number(s): To Be Determined After Production Start Date			
Document Fee	1	$95.00	$95.00
HGAC Fee	1	$1,000.00	$1,000.00
Total Purchase Price	**1**	**$228,357.20**	**$228,357.20**

Date Offered: August 09, 2021
Two Hundred Twenty Eight Thousand Three Hundred Fifty Seven Dollars and Twenty Cents
$228,357.20

Offer is based off of build quote as well as reference drawings if applicable. A final engineered build quote for customer review and approval will be provided prior to ambulance construction. Any changes requested from a pre build meeting may result in additional charges.

Payment Terms: 100% payment of the contract is due at time of delivery unless otherwise specified in writing. Title for the ambulance will be delivered in Seven (7) business days or less once payment has processed through the financial institution.

Delivery Terms: Delivery shall be 150 days or less after Receipt of Chassis as well as approved work order and production drawing if applicable. F.O.B. shall be San Luis, AZ.

Signature below represents acceptance of above contract and terms:

City of San Luis

8/9/2021

Signature Date

Printed Name

Title

Republic EVS

8/9/2021

Signature Date

Garett Adelman

Printed Name

Director of Sales

Title

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 09/08/2021

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

Submitted By: Francia Alonso, Records Management Specialist, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of a council member to serve on the Western Arizona Economic Development District (WAEDD). **(Francia Alonso, Acting Assistant to Mayor and Council)**

SUMMARY:

During the Work Session held June 2, 2021, the Mayor and City Council recommended the city proceed with the Western Arizona Economic Development District (WAEDD). As part of the contribution, the City of San Luis recommends appointing an elected member to the WAEDD Executive Committee. Each Executive Committee Member will chair or co-chair a committee and make recommendations to the Board of Directors.

WAEDD is a federally designated Economic Development District (EDD) that helps lead the locally-based, regionally drive economic development planning process that leverages the public, private, and non-profit sectors' involvement to establish a strategic blueprint for regional collaboration. With a purpose to drive rural prosperity through the responsible mobilization of human infrastructure, financial investment, physical assets, and natural capital to generate a healthy and collaborative local economy.

Western Arizona was designated as an EDD or WAEDD by the U.S. Economic Development Administration (EDA) on June 3, 2020. The EDA has committed to providing financial assistance to economic development in western Arizona's distressed communities.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT _____ TO THE WESTERN ARIZONA ECONOMIC DEVELOPMENT DISTRICT EXECUTIVE COMMITTEE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

WAEED Request letter 2021

WAEDD©
Western Arizona Economic Development District

May 4, 2021

HAND-DELIVERED TO CITY OF SAN LUIS

Mr. Tadeo De La Hoya,
City Manager
1090 Union Street
San Luis, AZ 85349

Re: City of San Luis DIstrict Membership and Dues

Dear Mr. De La Hoya,

Western Arizona was designated an Economic Development District (EDD), or WAEDD, by the U.S. Economic Development Administration (EDA) on June 30, 2020. In conferring designation, the EDA has committed to providing financial assistance to economic development in western Arizona's distressed communities.

EDA assistance was essential in obtaining the EDD designation as well as completing and implementing the annual regional Comprehensive Economic Development Strategy, or CEDS report. In addition to directly funding CEDS development and implementation, EDA funding leverages other regional funding opportunities which advance the District's economic and community development work. Continued EDA funding will help reduce economic distress in our region as we address our economic challenges, including those related to the 2020 COVID-19 pandemic.

One of the most important benefits of the EDD designation and the accompanying CEDS is the City of San Luis' eligibility for EDA's competitive grant awards.

EDA's financial commitment was awarded in the Partnership Planning Program for **$210,000** for the award period 2020-2022. The total non-Federal (local match) contribution is **$17,500** for the award period 2020-2022 for the entire District.

The District Counties, Cities, and Towns participate with a financial commitment with prorated membership dues per population determined from the current decennial (2010) U.S. Census. The 2020 decennial U.S. Census will be adopted for future determination of dues.

The City of San Luis' prorated membership dues for the three-year period (2020-2022) is **$1,190** (2020), **$1,190** (2021), and **$1,190** (2022) for **$3,569** total.

Per the Bylaws, with membership, the City of San Luis will recommend and appoint an elected member to the WAEDD Executive Committee. Each Executive Committee member will chair or co-chair a committee and make recommendations to the Board of Directors. They will also oversee the District's membership.

Please let us know if you have any questions and need to discuss further.

Very respectfully,

Alan Pruitt
Executive Director

cc: Ms. Jenny Torres, City of San Luis Economic Development Manager

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 09/08/2021

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

Submitted By: Xochitl Lopez, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with PACE for the design services to update operations at the East Wastewater Treatment Plant. **(Eulogio Vera, Public Works Director)**

SUMMARY:

The City of San Luis continues to be one of the fastest growing cities in the State of Arizona. It is particularly critical that we continue to ensure that the City's wastewater treatment capability and capacity is adequate for both near- and long-term residential and commercial growth. Toward this end (and as most recently briefed to the Council on June 3, 2020), the Department of Public Works has contracted with PACE Advance Water Engineering (an approved City on-call engineering consultant) to assess both near- and long-term demands for wastewater treatment and to provide recommended improvements (both quantitative and qualitative) to our wastewater treatment capabilities.

Mr. Mike Krebs of PACE Advance Water Engineering will be providing a presentation to the Council, in which we will be summarizing PACE's assistance to the City for undertaking a wastewater treatement plant expansion. Among the most critical improvements that have been recommended in the near-term (that will be foundational to other improvements that we will be proposing to implement over time) are: (1) maximizing our ability to redirect and treat wastewater to our East Wastewater Treatment Plan, and; (2) determining the estimated scope and cost of incremental improvements to the processing capacity of our East Wastewater Treatment Plant. PACE's attached May 10, 2021 Professional Design Services Proposal details their proposed strategy and cost ($153,475) for addressing these two critical near term actions.

Regarding improving our ability to redirect and treat wastewater at our East Waste Water Treatment Plant, PACE's proposal includes the engineering design of improvements to percolation ponds, flow metering, and headworks, enabling the plant to be able to efficiently treat wastewater up to its current rated capacity of 1 million gallons (noting that the plant is presently struggling to treat above .7 to .8 million gallons per day (MGD). Regarding needed future capacity increases at the East Wastewater Treatment Plant, PACE's proposal also encompasses providing recommended scope and cost of incremental increases in capacity, up to 2 MGD, 3 MGD, and 4 MGD, respectively

We recommend Council approval of PACE's May 10, 2021, Professional Design Services Proposal, as allowed under City Code Section 3.05.080 for professional services, at a total cost of $153,475, with the cost to be born from available Bond resources.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PACE ADVANCED WATER ENGINEERING'S $153,475 DESIGN SERVICES PROPOSAL AS PRESENTED AND DIRECT THE CITY ATTORNEY TO DRAFT A FINAL FORM OF CONTRACT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City Funds
TOTAL:	$153,475.00
BUDGETED AMOUNT:	$1,081,800.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	GL Account 310-311-90015.350 Capital Outlay - CIP Water System Available $1,081,800

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

GL Account 310-311-90015.350 Capital Outlay - CIP Water System Available $1,081,800

Attachments

PACE Proposal May 10 2021

PACE
Advanced Water Engineering

May 10, 2021

Eulogio Vera
Public Works Director
City of San Luis
1090 E. Union St.
San Luis, AZ 85349
Phone (928) 341-8577

Re: East WWTP Improvements
Professional Engineering Design Services Proposal #B722

Dear Mr. Vera,

PACE is pleased to provide our proposal for engineering design for the East WWTP Improvements project. Attached are our Scope of Services, Compensation, Labor and Expense Rate Schedule, Provisions and Labor Breakdown.

We appreciate the opportunity to be of service to the City of San Luis and look forward to the successful completion of the improvements. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

Michael G. Krebs, P.E.
Vice President of Environmental Water Division

MGK/aj

Enclosures: Scope of Services, Compensation, Labor and Expense Rate Schedule, Provisions and Labor Breakdown.

cc: File

W:\B722\3-Contracts - Proposals\1. Proposal\2021-05-10_PRO B722 East WWTP Improvements\1. EVera Cov Ltr_2021-05-10.doc

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF SAN LUIS
EAST WWTP IMPROVEMENTS
#B722

OBJECTIVE:
Provide engineering services to the City of San Luis for miscellaneous improvements to its existing East Wastewater Treatment Plant (East WWTP). Improvements to the East WWTP are necessary to ensure continued adequate operation until the next major facility expansion and through the expansion of the West Wastewater Treatment Plant (West WWTP). Currently the East WWTP is experiencing operational issues that can affect overall treatment capacity. PACE shall perform the design of the East WWTP recommendations described in the City of San Luis WWTP System Evaluation dated July 6, 2020. The following improvements are recommended at the East WWTP:

- Headworks Capacity and Redundancy Improvements
- Grading and Site Improvements
- Effluent Flow Meter and Chlorine Contact Basin Improvements

On the above design items the consultant shall perform bid services for the procurement of a general contractor for the construction of facility improvements.

Following design and bid services, Consultant is available to perform engineering construction services to assist the City during construction. The extent of the construction scope of services is to be determined at a later date.

Additionally, Consultant shall perform a preliminary evaluation of the plant expansion of the East WWTP to 4.0 MGD. The plant expansion evaluation will be considered in 3 phases in 1 MGD increments with an alternate to increase from 2.0 MGD to 4.0MGD as a cost comparison. The purpose of these evaluations is to provide the City with a planning document that will assist the City with any future development treatment expansion requirements. The evaluation will provide a proposed layout and preliminary cost for each expansion phase.

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 10 – Design Survey

1) Consultant shall obtain a limited survey. It is the intent of this survey to provide a surface contour for the purpose of re-grading the ground surface around the treatment plant and the percolation basins for stormwater diversion away from the facilities. The survey information will include the following:
    a. 1-ft ground surface contour of the WWTP site and percolation basins.
    b. Limited location and elevation of existing structures.
    c. Survey data will be established using a local coordinate system.
2) Consultant shall review all data collected and shall incorporate it into the WWTP design.

Task 11 – Geotechnical Investigations

1) Consultant shall review most recent geotechnical investigation for the facility, provided by the City, to identify subsurface conditions necessary for construction of the proposed headworks, chlorine contact basin, effluent flow meter and grading modifications. Consultant shall obtain certification from previous geotechnical engineer that findings of the existing report are still valid for this project.

Task 20 – Design Management

1) Meetings
    a. Attend up to two (2) meetings. It is the intent that the meetings will take place at the deliverable milestones for City review and discussion. These meetings include:
        - Preliminary Design Review
        - 100% Plans and Specification Review
2) Management and Coordination
    a. Provide internal and external project management coordination.
        - Internal project planning, progress status updates, etc.
        - General email/telephone communications with City project team.
    b. Prepare monthly progress billing and invoices.
    c. Develop and maintain project schedule.

Task 21 –Design Services

1) Consultant shall obtain, sort, and review available facility data including, but not limited to:
    a. Historical Flow Rates
    b. Influent/Effluent Water Quality
    c. Plans, As-Builts
    d. Operation & maintenance (O&M)
2) Consultant shall provide preliminary design of the East Wastewater Treatment Plant improvements recommended in the City of San Luis Wastewater System Evaluation which may include general/civil, process/mechanical, structural, electrical, and instrumentation to an approximately 60% progress. Following review and approval of the preliminary plans and specifications, PACE will prepare a set of Final 100% Design Bid Package to be delivered to the City for reproduction into a formal public bid set. Plans and specifications will be delivered in electronic format (PDF) for rapid reproduction along with an original stamped and signed printed set. PACE shall also provide to the City an electronic copy of all AutoCAD drawing files used for the project. Improvements include the following:
    a. <u>Headworks Capacity and Redundancy Improvements</u> – Upgrade existing headworks unit and provide a second fully redundant screening unit to handle flows during construction and full buildout flows of 1.5 MGD ADF.
    b. <u>Grading and Site Improvements</u> – Adjust site grading to direct drainage away from the structures and percolation ponds.
    c. <u>Effluent Flow Meter and Chlorine Contact Basin Improvements</u> – Adjust discharge piping from the chlorine contact basin to have full pipe flow and allow functionality from existing flow meter. Provide cover to protect the basins from blowing dust and debris and relocate injection point to improve chlorine mixing.

3) Consultant shall provide structural design. The structural design shall provide the following:
    a. Structural design for any structure or substructure needed to support the improvements. Structural calculations to be provided as needed.
    b. Integration of design with all existing structures, including building, equipment slab, manhole rims, and valve boxes.
4) Coordinate review meeting to facilitate the review of preliminary design documents by the City and incorporate comments.
5) PACE will also provide an Engineer's Estimate of Probable Construction Cost based on the completed 100% design drawings.

Task 30 – Bid Services

1) Bid Forms and Documents Preparation:
    a. A Bid package shall be developed to define project details concerning the construction, and also to assist with Contractor procurement. Consultant shall coordinate with the Client and the Client's legal counsel concerning the general contract, insurance and bonding, and special conditions required to coordinate with other ongoing work efforts and contractor experience requirements.
    b. Consultant shall provide copies of the Bid Documents (Bid Forms, Plans and Specifications) to pre-qualified contractors at the Client's request.
2) Pre-bid Conference Coordination
3) Bid Responses and Design Clarifications
    a. Consultant shall prepare written responses to contractor's questions and prepare bid addendum(s) as required to clarify bid requirements.
4) Evaluate Construction Bids
    a. Consultant shall assist the Client in evaluating construction bids received and provide a recommendation on contractor selection.

Task 40 – Preliminary Evaluation of a Three-Phase Plant Expansion

1) The Preliminary Evaluation of the Phased plant expansion from 1.0 MGD to 4.0 MGD based on the existing SBR process. The evaluation will look at each 1.0 MGD phase and provide an estimated engineering cost of the expansion as well as a conceptual layout of the expansion, list of major equipment, and conceptual electrical single line diagram.
2) The evaluation will consider that the effluent requirements for all phases to meet the ADEQ Aquifer Protection Permit (APP) Best Available Demonstrated Control Technology (BADCT) permit requirements
3) Phase 2 Evaluation will be the most comprehensive due to the need to review the existing facility and all its components. Phase 2 approach will also be instrumental to the cost effectiveness of the overall expansion of future phases enabling sizing, layout and location of critical components necessary for the Phase 3 and 4 expansions.
4) Phases 3 & 4 evaluations will be based on the Phase 2 expansion and will follow similar approaches in developing the layout and requirements of each phase to meet the expansion capacity.
5) As an option, Consultant will develop an alternative process expansion after Phase 2 to increase the design treatment capacity from 2.0 MGD to 4.0 MGD utilizing a continuous flow process, such as multi-stage Bardenpho (similar to Somerton WWTP Expansion).

The alternative process conceptual design shall include conceptual layout, list of major equipment and conceptual single line diagram.

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of **$153,475** in accordance with the attached "Hourly Labor and Expenses Rates Schedule".

Task Description		Professional Fee
10	Design Survey	$ 7,300
11	Geotechnical Investigations	$ 2,980
20	Design Management	$ 13,400
21	Design Services	$ 59,625
30	Bid Services	$ 15,645
40	Three Phased Plant Expansion Evaluation	$ 54,525
	TOTAL FEE:	**$ 153,475**

ASSUMPTIONS AND EXCLUSIONS:

1. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:

    a. Client input pertaining to project design issues and requirements including scheduling.
    b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
    c. Geologic and soils investigation reports.
    d. Existing and proposed hydrologic and drainage data, maps, and reports.
    e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.

2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.

3. No environmental documentation or support, including no environmental permitting.

4. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.

5. Existing utility information research and mapping is not included and will be provided by Client, if needed.

6. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a "Local Coordinate System," and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE's acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.

7. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).

PACE
Advanced Water Engineering

2021 HOURLY LABOR RATES

Principal	$255
Sr. Project Manager / Sr. Consulting Engineer	$225
Sr. Electrical Engineer / Sr. GIS Analyst	$215
Project Manager / Consulting Engineer / Sr. I&C Specialist	$210
Sr. Project Engineer / Sr. Design Engineer	$185
Instrumentation & Controls Specialist	$155
Project Engineer / Design Engineer II	$160
Sr. CAD Designer	$140
Design Engineer	$130
Graphic Designer	$110
CAD Designer / GIS Analyst	$110
Project Coordinator	$95
Administrative Support	$85
Assistant Designer	$80
G.P.S. Survey Unit (w/ Operator)	$240
Expert Witness / Legal Consultation	$350 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	$0.56
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
Outside Reproduction		At Cost
Shipping (FedEx, UPS, Courier, etc.)		At Cost
Misc. (Review Fees, Specific Charges)		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes	SF	$0.16
(8 ½ x 11 to 12 x18)		
Sheet - Color Prints and Copies – All sizes	SF	$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	$0.88
- Bond (Color)	SF	$1.56
Roll - Vellum or Mylar Plots	SF	$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	$3.12
Report 3-Ring Binders		
≤ 1.5”	EA	$10.40
1.5” to 3”	EA	$15.60
> 3”	EA	$26.00
Coil or GBC Punch Binding	EA	$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%

PACE
Advanced Water Engineering

AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Scottsdale, AZ made this 10th day of May 2021, by and between **City of San Luis** hereinafter called "Client," and **Pacific Advanced Civil Engineering, Inc. (PACE)**, a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Provide engineering services to the City of San Luis for miscellaneous improvements to its existing East Wastewater Treatment Plant (East WWTP). Improvements to the East WWTP are necessary to ensure continued adequate operation until the next major facility expansion and through the expansion of the West Wastewater Treatment Plant (West WWTP). Additionally, Consultant shall perform bid services for the procurement of a general contractor for the construction of facility improvements. Following design and bid services, Consultant is available to perform engineering construction services to assist the City during construction.

hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

(See attached Scope of Services – Section "A" for a detailed description)

C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)	**CLIENT: City of San Luis**
By:	**By:**
Name: Michael G. Krebs, PE	**Name:**
Title: Vice President of Environmental Water	**Title:**
Job #: B722	**Date:**

W:\B722\3-Contracts - Proposals\1. Proposal\2021-05-10_PRO B722 East WWTP Improvements\4.Agreement_2021-05-10.docx

GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED May 10, 2021 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and
City of San Luis will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**East WWTP Improvements**".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.

17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assignor transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the Maricopa County, State of Arizona. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.
23. Conflict of Interest. This Agreement is subject to the cancelation provisions of A.R.S. §38-511.
24. Employment Eligibility. Under A.R.S. § 41-4401: (1) CONSULTANT warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23 214, subsection A, (2) That a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract, and (3) That the CLIENT retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

PAYMENT

25. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
26. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
27. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
28. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
29. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
30. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.

PACE
Advanced Water Engineering

ENGINEERING FEE ESTIMATE PROJECT WORKSHEET

Project Data
Project Name: San Luis East WWTP
Client: City of San Luis
PACE Job Number: B722
Estimate Date: 05/10/2021

2021 PACE Hourly Rate Schedule	
Description	**Hourly Rate**
Principal	$255
Sr. Proj. Mgr./Sr. Consulting Engr.	$225
Sr. Electrical Engineer / Sr. GIS Analyst	$215
Project Manager /Consulting Engr./Sr. I&C Specialist	$210
Sr. Proj. Engr./Sr. Design Engr.	$185
Instrumentation & Controls Specialist	$155
Proj. Engr/Design Engineer II	$160
Design Engineer	$130
Sr. CAD Designer	$140
CAD Designer/GIS Analyst	$110
Graphic Designer	$110
Project Coordinator	$95
Administrative Support	$85
Assistant Designer	$80
G.P.S. Survey Unit (w/Operator)	$240
Expert Witness/Legal Consultation	$350 + Exp.

Total Fee Amount: **$153,475**

Item No.	Work Item Description	Estimated Manhours								Man-Power Subtotal	Subconsultant Cost	Reimburs. Expenses	Total Task Costs
		Principal	Sr. Project Manager/Sr. Consulting Engr.	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Instrumentation & Controls Specialist	Project Engineer /Design Engr. II	Sr. CAD Designer	CAD Designer /GIS Analyst	Admin Support				
10	**Design Survey**									**$7,300**	**$0**	**$0**	**$7,300**
10.1	Design Survey		4			40				$7,300			$7,300
11	**Geotechnical Investigations**									**$980**	**$2,000**	**$0**	**$2,980**
11.1	Geotechnical Investigation Recertification									$0	$2,000		$2,000
11.2	Geotechnical Coordination					4			4	$980			$980
20	**Design Management**									**$11,400**	**$0**	**$2,000**	**$13,400**
20.1	General Design Management	8							24	$4,080			$4,080
20.2	Scheduling	2								$510			$510
20.3	Progress Meetings	16				16			2	$6,810		$2,000	$8,810
21	**Design Services**									**$59,250**	**$0**	**$375**	**$59,625**
21.1	Headworks Capacity and Redundancy	8		32		60	48	80	24	$35,920		$125	$36,045
21.2	Grading and Site Improvements			12		16	24	40		$12,840		$125	$12,965
21.3	Eff. Flow Meter and Chlorine Contact Basin			12	16	16	4	20	2	$10,490		$125	$10,615
30	**Bid Services**									**$14,195**	**$0**	**$1,450**	**$15,645**
30.1	Bid Document Preparation	1		1		4			24	$3,145		$450	$3,595
30.2	Pre-Bid Conference Attendance	8				8			2	$3,490		$1,000	$4,490
30.3	Response & Design Clarifications for Bidders	2		4		16			8	$4,590			$4,590
30.4	Evaluation of Bids and Recommendations	2		4		8			4	$2,970			$2,970
40	**East WWTP Plant Expansion Evaluation**									**$54,450**	**$0**	**$75**	**$54,525**
40.1	Phase 2 Evaluation, Cost Estimate & Layout	4		40		8	40		4	$16,640			$16,640
40.2	Phase 3 Evaluation, Cost Estimate & Layout	4		16		4	24		2	$8,550			$8,550
40.3	Phase 4 Evaluation, Cost Estimate & Layout	4		16		4	24		2	$8,550			$8,550
40.4	Phase 4a Evaluation, Cost Estimate & Layout	4		24		8	40		4	$13,280			$13,280
40.5	Preliminary Phasing Evaluation Memo	4		24		4	4		2	$7,430		$75	$7,505
	TOTALS	67	4	185	16	216	208	140	108	$147,575	$2,000	$3,900	$153,475

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 09/08/2021

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

Submitted By: James Einwaechter, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the change order request of Bunger Steel for pre-engineered metal building for Public Works. **(James Einwaechter, Assistant Director of Public Works)**

SUMMARY:

The City of San Luis entered into a contract with Bunger Steel of Phoenix for a pre-engineered metal building for the new Fleet Services Shop Facility for the Public Works Department. The City Council approved a contract with Bunger Steel in the amount of $103,208.00 in April of 2021. To date, the city has paid sums totaling $67,086.00 toward this work, in accordance with the original mutually agreed payment schedule in the city's contract with Bunger Steel. On July 28, 2021, Bunger Steel submitted to the city a requested change order of $13,874.00 due to significant increases in the price of steel subsequent to the city entering into the original contract with them, claiming the right to continue to pass along any increases in labor or materials plus 15%. The city asked that Bunger Steel guarantee that this would be the last such request. On August 5, 2021, Bunger Steel confirmed that there should be no further increases if the city both immediately accepted the change order request and immediately authorized their request to proceed with fabrication of the building. If the city did not agree to the change order and pay the additional money, Bunger Steel would claim the right to keep the $67,086.00 which has been paid and stop work. At that time, staff advised that if Bunger Steel agreed this would be the last such request, the city could approve the change order, subject to that condition, and be done with the matter. Bunger Steel indicated agreement with this position on August 5, 2021. To abate the emergent situation of work stoppage, accelerating cost increases, and/or potential loss of $67,086.00 in city funds spent-to-date as we awaited approval of the Council, we sought (with the advice of the Assistant City Attorney) and secured from the Interim City Manager approval to proceed with the change order, subject to subsequent ratification by the Council. The Public Works Department signed/approved the change order on August 5, 2021. Staff recommends ratification of the change order by the Council.

RECOMMENDATION / SUGGESTED MOTION:

I HEREBY MOVE TO ACCEPT AND APPROVE THE REQUESTED CHANGE ORDER OF BUNGER STEEL FOR QUOTE NUMBER MC21-0325 IN THE AMOUNT OF $13,874.00, SUBJECT TO THE CONDITION THAT THIS IS THE FINAL SUCH CHANGE ORDER FOR ANY PRICE INCREASES SUSTAINED BY BUNGER STEEL, WHATSOEVER, AND THAT THE CITY SHALL NOT BE LIABLE FOR ANY SUCH FURTHER INCREASES FOR THE PURCHASE OF THE PRE-ENGINEERED METAL BUILDING, AS EVIDENCED BY THE ORIGINAL CONTRACT ENTERED INTO BETWEEN THE PARTIES ON OR ABOUT MAY 5, 2021.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY-CIP
TOTAL:	$117,082.00
BUDGETED AMOUNT:	$103,208.00
AVAILABLE AMOUNT TO TRANSFER:	$13,874.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY-CIP, GL ACCOUNT 100-999-90015

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

FUNDING FOR THIS EMERGING $13,874.00 REQUIREMENT IS AVAILABLE VIA THE $518,000.00 "CONTINUATION AMOUNT" (FROM FY 2021 TO FY 2022) IN SOLID WASTE GL ACCOUNT NUMBER 100-999-90015. A BUDGET TRANSFER IS NOT REQUIRED, AS THE ADDITIONAL $13,874.00 WILL BE EXPENDED AGAINST THE SAME ACCOUNT.

Attachments

Original Signed Contract

Change Order

21102

BUNGER STEEL

Quote Date: 4/19/2021

Quote No.: MC21-0325

Job No.:

Customer:

City of San Luis
1090 E. Union Street
San Luis, AZ 85349
Phone: 928-341-8577 #2044
Cell Ph:
Fax:
Email: rod@thompsonarch.com
jeinwaechter@sanluis.gov

Customer Representative: James Einwaechter
Bunger Representative: Mark Corrigan
mark@bungersteel.com

PER THOMPSON DRAWINGS DATED 3-19

Project Name and Location:

San Luis Fleet Maintenance

San Luis, AZ
County: YUMA COUNTY
Building End Use:
Permit From: YUMA COUNTY
Building Category: 2
Delivery of Plans to Customer:

☐ Pick Up
☐ UPS To:
ADDRESS
CITY, STATE

CONTRACT PROPOSAL

BUILDING SPECIFICATIONS

Width (Ft)..... 50 Length (Ft)..... 140
Eave Height Front (Ft)... 23 Eave Height Rear (Ft).... 23
Roof Slope Front.....1.0:12 Roof Slope Rear.....1.0:12

Peak Offset (Ft)..... 25
Bay Spacing (Ft).....5 at 28
Interior Frame(S).....5 rigid frames, clear span

Left Endwall Frame.....Rigid Left Rigid End Frame Offset.....N/A Left Endwall Frame Lines.....By Design
Right Endwall Frame.....Bearing Right Rigid End Frame Offset.....N/A Right Endwall Frame Lines.....By Design
(Bearing is non-expandable Post & Beam, Rigid End Frame is non-expandable, unless noted otherwise.)

Left Endwall Girts.....Flush Left Endwall Bracing.....Rigid Frame
Front Sidewall Girts.....Bypass Front Sidewall Bracing.....Wind Bents
Right Endwall Girts.....Flush Right Endwall Bracing.....Rigid Frame
Back Sidewall Girts.....Bypass Back Sidewall Bracing.....Wind Bents
(Not Applicable If Building Is Cover Only) Roof Bracing..... Cable Diagonal Bracing

Customer to Verify : LOAD SPECIFICATIONS, CODE: IBC 18

Roof Dead Load (psf).....2.5 Collateral Load (psf).....8 Occupancy Category.... II
Roof Snow Load (psf).....0 Roof Live Load (psf).....20 Live Load Reduction.....No

Wind Speed (mph).....99 Wind Exposure.....C Importance Factor..... 1.00
Building Type.....Closed

Seismic Zone.....D Seismic Coefficient.....0.882 Importance Factor..... 1.00

Rigid Frame Deflection Limits: Vertical.....180 Horizontal..... 60
Wall Girt Deflection Limits: Vertical.....n/a Horizontal..... 90
Roof Purlin Deflection Limits: Live Load..... 180 Wind Load..... 150

Office phone (623) 936-7181 - Office fax (623) 936-7041
8112 W. Buckeye Road, Phoenix, AZ 85043
www.bungersteel.com

Buyer Initials

21102

Quote No.: MC21-0325

CONTRACT PROPOSAL - continued

PANEL AND TRIM SPECIFICATIONS

Roof Panel Profile.....PBR Panel Gauge..... 26
Roof Panel Color.....STANDARD COLOR
Wall Panel Profile.....PBR Panel Gauge..... 26
Wall Panel Color.....STANDARD COLOR

Eave Trim Color..... STANDARD COLOR
Gable Trim Color.....STANDARD COLOR
Corner Trim Color.....STANDARD COLOR
Opening Trim Color.....STANDARD COLOR

Gutter Trim Front (ft).... 140 Downspouts Front (ea)..... 6
Gutter Trim Rear (ft)..... 140 Downspouts, Rear (ea)..... 6
Gutter Trim Color.....STANDARD COLOR
Downspout Color.....STANDARD COLOR

Please refer to color selection chart for color availability by profile and gauge. Additional charges apply for gauge change & Custom Colors

FACTORY LOCATED OPENINGS

Left Endwall.....none			BAY ID:	Offset From Left Frame Line:
Right Endwall.....none			BAY ID:	Offset From Left Frame Line:
Front Sidewall.....	(2) 3	W x 7 H	BAY ID:	Offset From Left Frame Line:
	(2) 12	W x 14 H		
	(2) 14	W x 14 H		
Back. Sidewall.....	(1) 3	W x 7 H	BAY ID:	Offset From Left Frame Line:
	(2) 14	W x 14 H		
	(5) 12	W x 14 H		

Please refer to drawing template and/or other specifically referenced submittals for location of openings

ACCESSORIES

Formed Base Angle.....Yes Base Closures..... Yes (applicable only if wall sheeting is supplied by Bunger ste

Light Panels Roof (ea):
Light Panels Wall (ea):

Insulation Roof (in).....4 in Type of Insulation.....WR Roof Screw Length: Long
Insulation Wall (in).....4 in Type of Insulation.....WR Wall Screw Length: Long

Other Accessories.....Includes Trimmed Framed OHD and Walk Door Openings as Shown on Our Quote Drawings
Doors by Others

Special Note..... Quoted With Standard Bunger Steel Materials and Colors
Extra Loads Per Campbell Engineering Letter Included
No Additional Items Included Other Than What is Quoted or On Our Quote Drawings

Options
Comments..... none

Plans and specifications, if provided, may contain limited information. Additional information has been provided by another source. Buyer is responsible for review of the quote and all specifications contained therein. Buyer's signature on page 3 shall be deemed as the Buyer's full approval of all specifications.

MISCELLANEOUS

Roof Extension:
Left Endwall.....none
Front Sidewall.....none
Right Endwall.....none
Back Sidewall.....none

Roof Canopy:
Left Endwall.....none
Front Sidewall.....none
Right Endwall.....none
Back Sidewall.....none

Liner Panels:
Left Endwall.....none
Front Sidewall.....none
Right Endwall.....none
Back Sidewall.....none
Roof ..... none

Facia:
Left Endwall.....none x none
Front Sidewall.....none x none
Right Endwall.....none x none
Back Sidewall.....none x none

Partition Walls:	**Orientation**	**Length**		**Orientation**	**Length**
Wall 1:	none	none	**Wall 3:**	none	none
Wall 2:	none	none	**Wall 4:**	none	none

Office phone (623) 936-7181 - Office fax (623) 936-7041
8112 W. Buckeye Road, Phoenix, AZ 85043
www.bungersteel.com

21102

Quote No: MC21-0325

CONTRACT PROPOSAL - continued

STRUCTURAL CALCULATIONS AND DRAWINGS

Approval Drawings..... 4 sets (sealed by licensed PE)
Structural Calculations..... 2 sets (sealed by licensed PE)
Foundation Engineering..... not included

*** Please fill out the attached 'Foundation Design Information Form' if Foundation design is provided by Bunger Steel, Inc.

If buyer desires Bunger, Inc. to prepare Foundation Engineering, buyer shall provide Bunger with a copy of the soils report for Bunger's review pursuant to the provisions in IBC 09, Section 1802.1. It is entirely owners or owner's representative responsibility to provide Bunger a copy of soils report for foundation design. In absence of soils report , Bunger will design the foundation based on Non-Expansive soils per minimum allowable loads per IBC Table 1804.2 for class 5 material.

Is Soils Report available? Yes No

INCLUSIONS AND EXCLUSIONS

Unloading & Erection Not Included.

Anchor Bolts aren't included.
Overhead Doors aren't included.

Foundation Design Drawings BY OTHERS
Job Site Delivery IS INCLUDED
Plan Review & Permit Fees aren't included.
Acquisition of Permits isn't included.
Performance Bond isn't included.
Site Preparation isn't included.
Site Plan by Customer.
Architectural Plans by Customer.
Anchor Bolts aren't included.
Interior Finish Work isn't included.
Plumbing Work isn't included.
H.V.A.C. Work insn't included.
Electrical Work isn't included.

"The Approval Drawings and Construction Drawings are not drawn to scale. Some Permitting Authorities may or may not require scaled drawings. It is the Owners responsibility to verify from their Permitting Authority that scaled drawings are a requirement. It is also the Owners responsibility to acquire these drawings at their expense or contract with Bunger Steel Inc. to provide them for an additional fee".

ACCEPTANCE OF PROPOSAL AND CONFIRMATION OF CONTRACT

We hereby propose to furnish the material in accordance with the specifications above for the sum of:

THIS QUOTE EXPIRES: 10 DAYS FROM THE DATED DATE.

	Building Price:	$103,208.00
AZ5000 REQUIRED FOR TAX EXEMPTION AZ5000	Sales Tax:	$0.00
	Grand Total	$103,208.00
	Deposit Due With Order	$15,482.00
	Amount Due Upon Release to Fab:	$51,604.00
(Applicable If Erection of Building Included)	Amount Due Upon Concrete Completion:	$0.00
(Cashier's Check Required)	Amount Due Upon Offered Delivery of Building:	$36,122.00
(Applicable If Erection of Building Included)	Balance Due Upon Final Completion:	N/A

BUNGER STEEL, INC. IS BASING THIS PROPOSAL AND PURCHASE ORDER ON DESIGN CRITERIA AS INDICATED HEREIN. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THESE CRITERIA WITH THEIR BUILDING OFFICIALS. IF THE DESIGN CRITERIA ARE CHANGED, THE PRICE IS SUBJECT TO CHANGE. UNLESS SPECIFICALLY STATED OTHERWISE; BUNGER STEEL, INC. IS FURNISHING ITS STANDARD DESIGN, DETAILS AND MATERIALS AND WILL NOT BE RESPONSIBLE FOR ANY REQUIREMENTS NOT SHOWN HEREON. SEE ATTACHED TERMS AND CONDITIONS AND ADDENDA A. BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS AND CONDITIONS CONTAINED AND ATTACHED HEREIN AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF BUNGER, INC.

CONTRACT ACCEPTED:

x Customer Signature	04/29/21 Date	Bunger, Inc., Officer Signature	5/5/2021 Date
Eulogio Vera Print Name	PM Director Title	B. Bunger Print Name	PRES Title

21102

Revision Date: 7/17/2014

TERMS AND CONDITIONS

A deposit is due with signed order. The building will not be scheduled into engineering until the deposit, the signed **PROPOSAL & PURCHASE ORDER,** and supporting documents are received and accepted by **BUNGER STEEL, INC.**

A release to fabricate payment is due upon the return of the signed approval drawings. The building will not be scheduled for fabrication until both the payment and the signed approval drawings are received and accepted by **BUNGER STEEL, INC.**

While **BSI** (Bunger Steel, Inc.) may or may not have had in their possession, the Architectural Drawings prior to quoting this job, **BSI** is prepared to generate the Metal Building Drawings to the best of **BSI's** interpretation of such drawings. However it is the sole responsibility of the contracting party, whose name appears on the **Proposal & Purchase Order**, the General Contractor, if applicable, the Architect of Record and the End User to verify that the **Proposal & Purchase Order** and especially, but not limited to, the Metal Building Drawings as generated and provided by **BSI** are in conformity to the End Users needs and especially to the Architectural Drawings. **BSI** will prepare the Metal Building Drawings and the **Proposal & Purchase Order** to its best interpretation of the Architectural Drawings and the intent of the End Users needs. Any changes to the Architectural Drawings that impact what **BSI** has designed after signing of **Proposal & Purchase Order** will result in a **Change Order,** and possible cost increases to the original contract, to be approved by signature, of the contracting party prior to any additional work commencement.

Payment in full is due upon offered delivery and shall be by cashiers check. Conditional Lien Releases are available upon request. Unconditional Lien Releases shall be issued only after final payment has been received and cleared the bank.

As a courtesy, **BSI** will store the building materials described in this contract at no charge for up to two weeks after your building delivery is offered. After two weeks (2) from offered delivery, storage fees will accrue based on $350.00 per month, per truck-load of steel, with a $350.00 minimum. These charges will be added to the final delivery invoice of your building. Should **BSI** have to store materials for a time period in excess of 60 days, **BSI** shall be relieved of any material blemishes otherwise protected under our standard warranty. **BSI** also reserves the right to liquidate any building materials stored over 60 days. Should the building be liquidated, replacement materials will be subject to applicable mill price increases and will be at the expense of the customer.

Interest at 1 1/2% per month or 18% yearly for any delays beyond the terms as set forth in our **PROPOSAL & PURCHASE ORDER** plus a $150.00 administrative late fee will be charged on all late payments.

Any price increases sustained by **BUNGER STEEL, INC.** after the signing of the contract and before the delivery date, will be passed on to the customer at **BUNGER STEEL, INC's.** cost plus 15%.

Customer will forfeit any payments made on the order if he cancels the order for any reason other than breach by **BUNGER STEEL, INC.**

This shall be construed and enforced under the laws of the state of Arizona. This shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors in the interest and assigns of the parties hereto.

If either party hires an attorney to enforce any provision of this or files a lawsuit against the other for damages sustained by reason of its breach, the party prevailing in such action shall be entitled to receive it's reasonable attorney's fees and costs as awarded by the court.

If the sales tax rate is increased by the taxing authority and the increase is enforced on this building, the cost of this increase will be paid by the customer.

Some Standing Seam roof systems may require the rental of a field seaming tool that is not included in our price. Rental rates are; Delivery & Pickup: $300.00, Weekly Rental: $150.00, Monthly Rental: $500.00.

Special field inspection may be required by your permitting authority. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that **BUNGER STEEL, INC.** or it's design engineer is acting as the engineer of record or design professional for a construction project.

Customer is to review the Shipping Manifest with the truck driver at the time of delivery and verify all material is received as to type and quantity listed on the Shipping Manifest. **BUNGER STEEL, INC.** will not be responsible for replacing any materials signed for as received at time of delivery. If **BUNGER STEEL, INC.** has not shipped all items indicated on Shipping Manifest or if items necessary to provide a complete building system have not been provided or listed on the Shipping Manifest, **BUNGER STEEL, INC.** will provide these items F.O.B. job site at no charge.

Shipment should be thoroughly inspected at the time of delivery. If there are damages, be sure this is noted on the Bill Of Lading before signing for shipment. Notification of concealed damage must be made within fifteen (15) days after delivery is made. If building was

21102

sold F.O.B. **BUNGER STEEL, INC.** and shipped via common carrier, **BUNGER STEEL, INC.** will make every effort to assist in tracing shortages or resolving shipping damage. If a claim is filed, it must be done, in all cases by the consignee. Any replacement material will be produced as a new order and invoiced with standard payment terms.

Any corrections of misfabrications or material purchases for shorted material must be approved by and/or performed as directed by **BUNGER STEEL, INC.** Any charges for field work to correct misfabrications or to provide shorted materials must be approved by **BUNGER STEEL, INC.** in writing prior to work being done or material being purchased. **BUNGER STEEL, INC.** may at its option, authorize the work performed or material purchased by the customer, or it may perform the work or supply the material itself. **BUNGER STEEL, INC.** is not liable for any consequential damages incurred due to misfabrication, shorted materials or delays in schedules.

Bunger Steel, Inc. furnishes secondary framing (roof purlins, wall girts and framed opening members) that have a red primer finish and may have a paraffin coating that will require either preparation or a specific formula of paint for proper adhesion for any finish paint coating system. See your BSI representative for acceptable formulas. All red primer finished material is intended as a primer only and not finish paint. Scratches and scrapes of the primer paint during loading, unloading, and erection is an acceptable condition.

IT IS THE CUSTOMER'S RESPONSIBILITY TO OBTAIN EXPERIENCED PERSONNEL, PROPER TOOLS AND EQUIPMENT TO ERECT THIS BUILDING IN A COMPETENT AND PROFESSIONAL MANNER.

APPROXIMATE DRAWING SCHEDULES: CATEGORY 1 (4 TO 5 WEEKS) CATEGORY 2 (5 TO 7 WEEKS) CATEGORY 3 and above (ASK)

Accepted By: _____ Date: 04/29/21

21102

Revision Date: 7/17/2014

_____ _____
Initial **Date**

ADDENDA A

A deposit is due with signed order. The building will not be scheduled into engineering until the deposit, the signed **PROPOSAL & PURCHASE ORDER** and supporting documents are received and accepted by **BUNGER STEEL, INC.**

A release to fabricate payment is due upon the return of the signed approval drawings. The building will not be scheduled for fabrication until both the payment and the signed approval drawings are received and accepted by
BUNGER STEEL, INC.

While **BSI** (Bunger Steel, Inc.) may or may not have had in their possession any Architectural Drawings prior to quoting this job, **BSI** will prepare the Metal Building Drawings to the best of their interpretation of such drawings. However, it is the sole responsibility of the contracting party, whose name appears on the **Proposal & Purchase Order**, the General Contractor, if applicable, the Architect of Record and the End User to verify that the **Proposal & Purchase Order** and especially, but not limited to, the Metal Building Drawings as generated and provided by **BSI** are in conformity to the End Users needs and especially to the Architectural Drawings. **BSI** will prepare the Metal Building Drawings and the **Proposal & Purchase Order** to its best interpretation of the Architectural Drawings and the intent of the End Users needs. Any changes to the Architectural Drawings that impact what **BSI** has designed after signing of **Proposal & Purchase Order** will result in a **Change Order**, and possible cost increases to the original contract, to be approved by signature, of the contracting party, prior to any additional work commencement.

Storage Fees: As a courtesy, BSI will store the building materials described in this contract at no charge for up to two weeks after your building delivery is offered. After two weeks from offered delivery, storage fees will accrue based on $350.00 per month, per truck-load of steel, with a $350.00 minimum. These charges will be added to the final delivery invoice of your building. Should BSI have to store materials for a time period in excess of 60 days, BSI shall be relieved of any material blemishes otherwise protected under our standard warranty. BSI also reserves the right to liquidate any building materials stored over 60 days. Should the building be liquidated, replacement materials will be subject to applicable mill price increases and will be at the expense of the customer.
Other progress payments are due within three (3) days of receipt of the invoice by customer for applicable work completed. Conditional Lien Releases are available upon request. Unconditional Lien Releases shall be issued only after final payment has been received and cleared the bank.

Interest at 1 1/2% per month or 18% yearly for any delays beyond the terms as set forth in our **PROPOSAL & PURCHASE ORDER** plus a $150.00 administrative late fee will be charged on all late payments.

Any price increases sustained by **BUNGER STEEL, INC.** after the signing of the contract and before the delivery date, will be passed on to the customer at **BUNGER STEEL, INC's.** cost plus 15%.

Should the project not be permitted within forty (40) days after approval drawings are provided to the customer, any increase in **BUNGER STEEL, INC's.** cost related to any phase of work other than the pre-engineered steel building system will be passed on to the customer at **BUNGER STEEL, INC's.** cost plus 15%.

Customer will forfeit any payments made on the order if he cancels the order for any reason other than breach by **BUNGER STEEL, INC.** If the sales tax rate is increased by the taxing authority and the increase is enforced on this building, the cost of this increase will be paid by the customer.

Inspection: Owner must inspect on Friday, each week, the work-in-progress completed during the week of inspection and must at the time of inspection either orally accept or reject the preceding week's work or materials. In the event of rejection, the Owner must, by the close of business on Monday following the date of inspection, submit in writing to **BUNGER STEEL, INC.** the grounds for rejection, which grounds of rejection must be based upon non-conformance with the plans or the standard of workmanship referred to in Paragraph 5. **BUNGER STEEL, INC.** agrees to repair and conform within reasonable time to the plans any properly rejected item or items. If the Owner does not reject the proceeding week's work or materials as provided in this Paragraph, Owner will be deemed to have accepted this work-in-progress, work-completed and materials used for that week.

Title: Owner warrants to **BUNGER STEEL, INC.** that Owner has good and sufficient title to the jobsite, by way of ownership or lease which permits the Owner to enter into this contract and further permits the construction contemplated in this contract.

Site Preparation: Owner hereby warrants that prior to commencement of construction, at Owners sole expense, Owner shall dig out all appropriate gas lines, water lines, conduits, underground pipes or utility lines to make them fully exposed and clearly visible to the **BUNGER STEEL, INC'S.** construction crew. **BUNGER STEEL, INC.** shall be liable for any loss or damage due to its negligent acts or omissions related to such lines, conduits or pipes only if Owner has complied with its warranty as set forth in the paragraph. **BUNGER STEEL, INC.** assumes site to be level unless otherwise stated.

21102

Charges for Changes: Except as otherwise agreed in writing between the parties, any changes or additions will be charged as follows:
Superintendent - $150.00 per hour
Welder and Machine - $100.00 per hour
Laborer - $85.00 per hour
Pickup Truck and Small Tools - $85.00 per hour
Crane Truck, Forklift or Drilling Unit – prevailing rates for the area

Responsibility and Warranties: Owner agrees that the **BUNGER STEEL, INC.** will not be responsible for any faults, defects or existing damage in or to existing improvements, such as cracks, termite damage or water damage and Owner agrees to have all such faults, defects or damages repaired at his own expense to the extent necessary for **BUNGER STEEL, INC.** to perform as required under this contract. **BUNGER STEEL, INC.** shall not be responsible for delays due to adverse weather, strikes, material shortages or any other cause beyond Contactor's control. The work performed by **BUNGER STEEL, INC.** is covered only by the limited warranty that all labor has been performed in a good and workmanlike manner. **BUNGER STEEL, INC.** will make repairs or replacements due to defective materials or workmanship only if notice of such is given in writing to **BUNGER STEEL, INC.** within one (1) year after the earlier to occur; the date of completion or the date of occupancy by Owner. The warranties will not apply to damages or defects resulting from ordinary wear and tear, natural disaster, the effects of weather, changes made by Owner or any negligent acts of Owner. **NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, A WARRANTY OF QUALITY OR A WARRANTY OF FITNESS FOR HABITATION OR USE, ARE GIVEN EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT.**

BUNGER STEEL, INC. shall not be responsible under or for any warranty on tangible property (such as air conditioners, furnaces, water heaters, refrigerators, plumbing fixtures or other appliances that are considered consumer product(s) included in the improvements. **BUNGER STEEL, INC. DOES NOT WARRANT THESE TYPES OF PERSONAL PROPERTY FOR ANY USE, FITNESS FOR USE, WORKMANSHIP, QUALITY OR ANY OTHER PURPOSE.** This limited warranty and disclaimer does not affect the warranties, if any, provided by the manufacturer.

Incidental or Consequential Damages: Owner acknowledges that **BUNGER STEEL, INC.** shall not be liable for damages sustained by Owner as a result of this contract or any breach hereof.

BUNGER STEEL, INC.'S Taxes and Insurance: **BUNGER STEEL, INC.** shall carry Workman's Compensation and Public Liability Insurance and shall produce written evidence of insurance to Owner upon Owner's request. **BUNGER STEEL, INC.** agrees to pay all taxes, including: old age benefits, social security and unemployment compensation taxes upon the labor and materials furnished under this contract as required by law.

Owner's Insurance: Owner will provide Course of Construction or Builders Risk Policy Insurance and standard industry terms will prevail. Owner will provide proof of Builders Risk Policy and standard industry terms will prevail.

Soil and Underground Problems: This proposal and contract is based upon the assumptions of minimum soil conditions of 1500 lbs. soil bearing and 400 lbs. passive pressure values. If such minimum conditions are not met or **BUNGER STEEL, INC.** shall hit, strike, discover or encounter any impediments, obstructions or conditions such as, including, but not limited to rock, caleche, other adverse soil conditions, seepage, water or sewer lines, wall or septic tanks, at any time during construction under this contract, which shall cause any additional expense to **BUNGER STEEL, INC.** above the expense that would be encountered in the absence of such impediments, obstructions or conditions, provided **BUNGER STEEL, INC.** gives Owner reasonable notice of such problems and the proposed solutions. Owner agrees to pay **BUNGER STEEL, INC.** at cost plus 20% for all additional expenses resulting from the presence of such soil conditions, impediments, obstructions or conditions including but not limited to, expenses of or related to jack hammering, heavy duty auger drilling, blasting, back hoeing, leach lines, additional steel or concrete, additional footings or foundations or relocating or repairing water or sewer lines or wall septic tanks.

Building Department Criteria: Due to the excessive amount of building departments, municipalities and officials, BSI will not be held liable for special requirements brought forth by such. Should special weld, high strength bolt, high strength steel, rebar, soil, or any other type of inspections be required, they will be at the expense of the owner. Should BSI be required to be involved in such inspections, a change order will be required at cost plus 15%. It is at the sole discretion of the owner to research with their building department the inspection and fabrication requirements by their governing inspection parties prior to fabrication. Special field inspection may be required by your permitting authority. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that BUNGER STEEL, INC. or it's design engineer is acting as the engineer of record or design professional for a construction project.

Haul off of spoils: Unless otherwise stated in writing, Bunger Steel has not made provisions for the haul off of spoils in this contract. When excavation occurs, it is understood by both parties that any spoils will be disposed of on the owners property. Should removal of spoils be required once excavation has begun, additional charges will occur and will be negotiated by both parties at the time of removal.

Concrete Demolition: Should concrete demolition be required of existing concrete, it will be assumed that the floor thickness will not be in excess of six inches, and that the floor is not reinforced with anything heavier than welded wire. Once excavation begins, should either of these variables be other than what is stated above, additional charges may occur, and will be negotiated by both parties before proceeding. Unless otherwise stated in writing, spoils of such concrete demolition will be left on site. If required, haul-off of concrete

21102

proceeding. Unless otherwise stated in writing, spoils of such concrete demolition will be left on site. If required, haul off of concrete demolition spoils to be negotiated in writing, and to be outlined either in the contract or in the form of a change order

Materials: Materials delivered by **BUNGER STEEL, INC.** to the job site shall remain the property of **BUNGER STEEL, INC.** until paid for by Owner. In the event of any breach by Owner of the terms and conditions of this contract, in addition or any other remedy available to **BUNGER STEEL, INC., BUNGER STEEL, INC.** may remove from the jobsite those materials not heretofore paid for by Owner, whether or not such materials have become a part of executed work. In no event shall materials be deemed to be accretions to the realty which shall thereby prevent their removal by **BUNGER STEEL, INC.**

Access: Owner shall provide **BUNGER STEEL, INC.** with clear access to the area where work is to be performed during customary working hours and adequate unobstructed work and storage areas. A minimum of 30 feet of clearance required on all sides of the building.

Gutters and Downspouts: If used, are not guaranteed against damage by snow and/or ice.

Galvanized Sheets: If the materials supplied by **BUNGER STEEL, INC.** included galvanized sheets, **BUNGER STEEL, INC.** assumes no responsibility for cleaning or replacing sheets which show evidence of "white rust", "galvanic action" or "electrolytic action".

Secondary Framing Members: **BUNGER STEEL, INC,** furnishes secondary framing (roof purlins, wall girts and framed opening members) that have a red primer finish and may have a paraffin coating that will require either preparation or a specific formula of paint for proper adhesion for any finish paint coating systems. See your **BSI** representative for acceptable formula's.

Clean Up: **BUNGER STEEL, INC.** agrees, upon completion of the improvements, to clear any waste or surplus materials remaining in the area as a result of **BUNGER STEEL, INC.'S** work; provided a dumpster is provided by customer at no charge to **BUNGER STEEL, INC.**

Entire Agreement and Severability: This contract and the attached exhibits constitute the entire agreement between parties, and no modifications or amendment hereof shall have any effect unless in writing and executed by both parties to this agreement. If any provisions of this agreement shall be found to be unenforceable, the remaining provisions shall nevertheless be carried into effect.

Arizona Law and Successors: This agreement shall be construed and enforced under the laws of the State of Arizona. The agreement shall be binding upon and inure to the benefit of the heirs, executors, administrator, successors in the interest, and assigns of the parties hereto.

Loan Expenses: Any and all construction loan expenses and cost incurred therewith shall be the sole responsibility of the Owner.

Termination by Owner: If at any time Owner elects to terminate this contract, before or during construction, **BUNGER STEEL, INC.** shall be paid immediately by Owner for all work completed, all loss of profits and all expenditures incurred.

Attorney's Fees: If either party hires an attorney to enforce any provision of this contract or files a lawsuit against the other for damages sustained by reason of its breach, the party not in breach or the party prevailing in such action shall be entitled to receive its reasonable attorney's fees and costs as awarded by the court.

Notices: Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by certified mail, postage prepaid, to the parties at their respective address set forth herein.

Clear and Level Site/Grading: Regardless of whether or not a BSI representative has visited the site, and unless it is clearly stated in writing otherwise, it is understood by both parties that the building site will be graded, compacted, grubbed, and will be made level by the customer. If additional grading, cutting or fill is required by BSI, a change order will be generated at cost, plus 20%. Once concrete is complete, and unless otherwise stated in writing by BSI, finish grading to the finished slab or site is NOT included.

Accepted By: _____ Date: 04/29/21

APPROXIMATE DRAWING SCHEDULES CATEGORY 1 (4 TO 5 WEEKS) CATEGORY 2 (5 TO 7 WEEKS) CATEGORY 3 and above (ASK)

JOB No.	21102
CHANGE ORDER No.	1
DATE	7/28/2021
	MJC

STEEL BUILDING SYSTEMS
8112 W. Buckeye Rd. Phoenix, Az 85043
(623) 936-7181 (800) 328-6437 Fax (623) 936-7041
General Commercial Contractor Lic. No. 072354-000

Change Order

SOLD TO:	City of San Luis	**SHIP TO:**	SAME
ADDRESS:	1090 E. Union Street	**ADDRESS:**	
CITY:	San Luis, AZ	**CITY:**	
CONTACT:	James Einwaechter	**CONTACT:**	
TELEPHONE:		**TELEPHONE:**	
FAX:			

Steel Mill Increases from 04-22-21 to 07-28-21 $13,874.00

NOTE: THIS REVISION BECOMES PART OF, AND IN CONFORMANCE WITH, THE EXISTING CONTRACT. THE PRICES AND SPECIFICATIONS OF THIS CHANGE ORDER ARE SATISFACTORY AND ARE HEREBY ACCEPTED. ALL WORK TO BE PERFORMED UNDER THE SAME TERMS AND CONDITIONS AS SPECIFIED IN THE ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

:	$13,874.00
SALES TAX @ :	$0.00
TOTAL CHANGE WITH SALES TAX :	$13,874.00
PREVIOUS CONTRACT TOTAL :	$103,208.00
REVISED CONTRACT TOTAL :	$117,082.00

Accepted By: **BUNGER STEEL, INC.**

Date:

Accepted By: **City of San Luis**

X JAMES R. EINWAECHTER, P.E.
Assistant Director of Public Works

Date: 8/5/2021

THIS CHANGE ORDER MUST BE SIGNED AND RETURNED IN ORDER FOR WORK TO PROGRESS

1/99

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 09/08/2021

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell beer during the 2021 Off-Road Expo on Saturday, October 23, 2021. **(Marcos Ramirez, Secretary for San Luis FRONTERA Rotary Club)**

A. Open public hearing
   1. Staff and/or applicant presentation
   2. Call to the public on this item
B. Close public hearing
C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

SUMMARY:

The San Luis FRONTERA Rotary Club wishes to sell beer at the 2021 Off-Road Expo event that will be held on Saturday, October 23, 2021, at the Joe Orduño Park. The San Luis FRONTERA Rotary Club will be keeping 50% of the proceeds and the remaining 50% of the proceeds will go directly to the Off-Road Expo.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
1. Staff and/or applicant presentation
2. Call to the public on this item

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO RECOMMEND APPROVAL OF THE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL 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):

There is no associated fiscal impact with this item.

Attachments

Special Event License Application - 2021 Off-Road Expo

DLLC USE ONLY
Job #:
Date Accepted:
CSR:
License #:

Arizona Department Liquor License and Control
800 W Washington St. 5th Floor
Phoenix, AZ 85007-2934
azliquor.gov

602-542-5141

SPECIAL EVENT LICENSE APPLICATION
FEE $25.00 PER DAY

A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852
1-10 days consecutive days only, *Cash, Checks or Money Orders Only*

SECTION 1 **Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.**

1. Applicant: MARCOS RAMIREZ

2. Applicant's mailing address: PO BOX 13926 (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)

3. Applicants home/cell phone: 928-285-3532 Applicant's business phone: _____

4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM

SECTION 2 Name of Non-Profit Organization, Candidate or Political Party/Gov.: SAN LUIS FRONTERA ROTARY CLUB

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0734186

SECTION 4 **Event** Location: JOE ORDUNO PARK, 965 N PARK AVENUE, SAN LUIS, AZ 85349

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	10/23/2021	SATURDAY	4:00 PM	12:00 AM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

Individuals requiring ADA accommodations please call (602)542-9027

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 3 Number of Security Personnel ☐Fencing ☐Barriers

Explanation: FENCING WILL BE PLACED AROUND BEER BOOTH AREA. ONCE ENTRANCE AND ONE EXIT WILL BE MARKED. POLICE/SECURITY WILL BE AT LOCATED AT ENTRANCE AND EXIT.

SECTION 7 Will this event be held on a currently licensed premises and within the already approved premises?

☐ Yes ☐ No If yes, Local Governing Body signature is not required.

Name of Business	License Number	Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

☐Place license in non-use
☐Dispense and serve all spirituous liquors under retailer's license
☐Dispense and serve all spirituous liquors under special event
☐Split premise between special event and retail location

SECTION 9 What is the purpose of this event?

☐On-site consumption ☐Off-site (auction/wine/distilled spirits pull) ☐Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☐ No If yes, attach explanation.

2. How many special event days have been issued to this organization during the calendar year? 1

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☐ No If yes, please provide the Name of the Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☐ No if yes, please provide the Name of Licensee: _____ License #: _____

5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%.**

Name: SAN LUIS FRONTERA ROTARY CLUB Percentage: 50%

Address: PO BOX 13926 (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)

Name: OFF ROAD EXPO Percentage: 50%

Address: 963 E B STREET (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)

Individuals requiring ADA accommodations please call (602)542-9027

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. ***Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.***

SIGNATURE

I, (Print Full Name) MARCOS RAMIREZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: _____

GOVERNING BOARD

Date Received: _____

I, _____ _____ recommend ☐APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

DLLC USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees: enforcement; notice

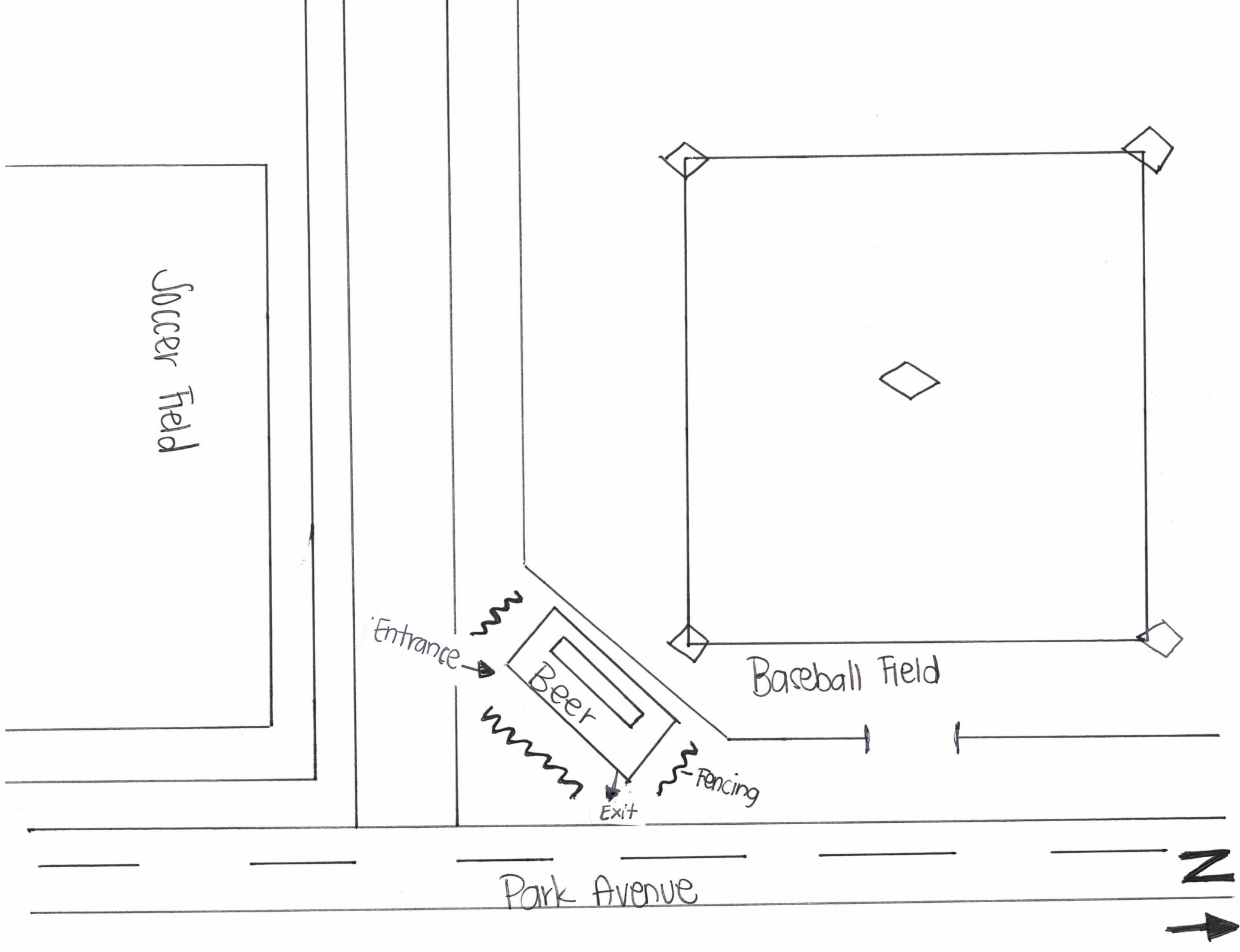
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Individuals requiring ADA accommodations please call (602)542-9027


Soccer Field
Entrance
Beer
Exit
Fencing
Baseball Field
Park Avenue
N

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sulita
PHONE (A/C, No, Ext): 1-833-3ROTARY
FAX (A/C, No): 630-285-4862
E-MAIL ADDRESS: rotary@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Active US Rotary Clubs & Districts
SAN LUIS FRONTERA ROTARY, DISTRICT 5500
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES CERTIFICATE NUMBER: 899307648 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		015375594	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $ $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Off Road Expo 2021 Car Show
City of San Luis, Joe Orduño Park
965 N Park Avenue
San Luis, Arizona 85349
San Luis Frontera Rotary Club, District 5500
Event on 10/23/2021 in San Luis, Arizona 85349

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cynthia L. La Montea

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Form 990-N

Department of the Treasury
Internal Revenue Service

Electronic Notice (e-Postcard)

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

OMB No. 1545-2085

2019

Open to Public Inspection

A For the 2019 Calendar year, or tax year beginning 2019-07-01 and ending 2020-06-30

B Check if available
- [ ] Terminated for Business
- [x] Gross receipts are normally $50,000 or less

C Name of Organization: SAN LUIS FRONTERA ROTARY CLUB
P O Box 13926, San Luis, AZ,
US, 85349

D Employee Identification Number 86-0734186

E Website:

F Name of Principal Officer: Louie Galaviz
P O Box 232, Somerton, AZ,
US, 85350

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

IRS

Confirmation

Home | Security Profile | Logout

Your Form 990-N(e-Postcard) has been submitted to the IRS

- **Organization Name**: SAN LUIS FRONTERA ROTARY CLUB
- **EIN**: 860734186
- **Tax Year**: 2019
- **Tax Year Start Date**: 07-01-2019
- **Tax Year End Date**: 06-30-2020
- **Submission ID**: 100655202028894066684
- **Filing Status Date**: 10-15-2020
- **Filing Status**: Accepted

MANAGE FORM 990-N SUBMISSIONS

Arizona Corporation Commission - RECEIVED: 4/13/2021
Arizona Corporation Commission - FILED: 4/12/2021

21041314122273

2021 ANNUAL REPORT

ENTITY INFORMATION

ENTITY NAME: SAN LUIS FRONTERA ROTARY CLUB, INC.
ENTITY ID: 23077310
ENTITY TYPE: Domestic Nonprofit Corporation
CHARACTER OF BUSINESS: Any legal purpose
AUTHORIZED SHARES:
ISSUED SHARES:

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: BENESCH, SHADLE & WHITE, PLC
PHYSICAL ADDRESS: 833 E. PLAZA CIRCLE STE 100, YUMA, AZ 85365
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

412 HENRY CHAVEZ CT., SAN LUIS, AZ 85349

PRINCIPAL OFFICE ADDRESS

PRINCIPAL INFORMATION

Director: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

Incorporator: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

President: LIZANDRO GALAVIZ - 744 CESAR CHAVEZ BLVD, SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2020

SIGNATURE

President: LIZANDRO GALAVIZ - 04/13/2021

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 09/08/2021

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

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

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Minor General Plan Amendment Case No. 2021-0336 and Resolution No. 2192. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2040 General Plan to change the land use designation of 19.95 acres of land located east of 20th Avenue and south of Belleza Del Desierto Phase 2 Subdivision from Commercial (C) to Medium Density Residential (MDR); repealing any conflicting provisions; and providing for severability. **ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD AUGUST 11, 2021. (Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
  1. Staff presentation
  2. Call to the Public on this item
B. Close public hearing
C. Action on Resolution No. 2192

SUMMARY:

Lot Split Case No. 2021-0275 has been approved to split the subject property into two (2) new parcels. The applicant is requesting a minor amendment to the City of San Luis 2040 General Plan for the north half only. If this minor amendment is approved, the applicant is requesting the rezoning of the north half from Light Industrial (L-I) to Medium Density Residential (R1-6) for the construction and development of a residential subdivision. (Rezoning Case No. 2021-0243)

The applicant submitted a Major Amendment application to change the land use designation of the south half from Commercial (C) to Medium Density Residential (MDR) (Major Amendment Case 2021-0337). The City of San Luis 2040 General Plan requires a major amendment for any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category.

GENERAL PLAN:

The existing land use category for the subject property is Commercial (C), as shown on the land use map.

Existing Land Use category

<u>Commercial (C):</u> The Commercial land use category is intended to provide for the primary commercial areas serving the community, including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.

- Zoning districts permitted within C: MU, C1, C2, and LI

Proposed Land Use Category
Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single-family residential development on moderately sized lots.
- Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R1-20, R1-35, R2, MHS, MHP, and PUD.

General Plan Policies:

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.
The subject property is located inside the Central Growth Area identified in the 2040 General Plan, where infrastructure can be expanded. Existing development in the area has provided access to the infrastructure needed for residential development.

Policy G-8.1 New development should provide a transition between uses with differing densities/intensities by incorporating compatible land-use strategies.
The subject property is located adjacent to a compatible land use category to the north and west. However, the subject property is located adjacent to an industrial subdivision to the east. Development standards in the light industrial zoning district require a 25 feet rear yard setback for industrial properties located adjacent to residential development.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.
Subdivisions in the central growth area are served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. However, the city has requested traffic studies for all the proposed subdivisions in the area. The traffic study will ensure that all the improvements necessary are done to provide a connection to Cesar Chavez Boulevard.

COMMENTS: Staff sent notification letters to property owners within 300 feet of the proposed project (7 letters)

CITIZEN REVIEW MEETING: The Citizen Review Meeting was held on June 1, 2021, at the San Luis City Hall Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express comments. There were no members of the public present.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission public hearing was held on August 3, 2021, at 7:00 p.m. at the San Luis City Hall Council Chambers. The Commission recommends approval of this request.

Staff recommends the approval of Minor General Plan Amendment Case No. 2021-0336 and Resolution No. 2192.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
1. **Staff Presentation**
2. **Call to the Public on this item**

B. I MOVE TO CLOSE PUBLIC HEARING.
C. I MOVE TO APPROVE RESOLUTION NO. 2192.

Fiscal Impact

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

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Resolution No. 2192

Location Map

Aerial View

Lot Split

YCAA Comment Letter

City Attorney Memo

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2192

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE 2040 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF 19.95 ACRES OF LAND LOCATED EAST OF 20TH AVENUE AND SOUTH BELLEZA DEL DESIERTO PHASE 2 SUBDIVSION FROM COMMERCIAL TO MEDIUM DENSITY RESIDENITAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, City of San Luis pursuant to Resolution No. 2134 adopted the City of San Luis 2040 General Plan on the 10th day of June, 2020;

WHEREAS, Core Engineering Group LLC applied for a Minor Plan Amendment to change the Land Use Designation on 19.95 acres of land located east of 20th Avenue and south of Belleza del Desierto Phase II Subdivision from Commercial to Medium Density Residential; as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held a public hearing on this proposed amendment on August 3rd, 2021 and made a recommendation of Approval to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on this proposed amendment on August 11, 2021 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2040 General Plan is hereby amended to change the Land Use Designation from Commercial to Medium Density Residential for approximately 19.95 acres located at:

> The N ½ of the SW ¼ of the NE ¼ of Section 15, Township: 11 South, Range 24 West Yuma County, Arizona. Also known as Parcel A of the Border Ranches II Lot Split as Recorded in Book 33 Page 6 of Plat on the Records of Yuma County Recorder's Office.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2021.

_____
Gerardo Sanchez, Mayor

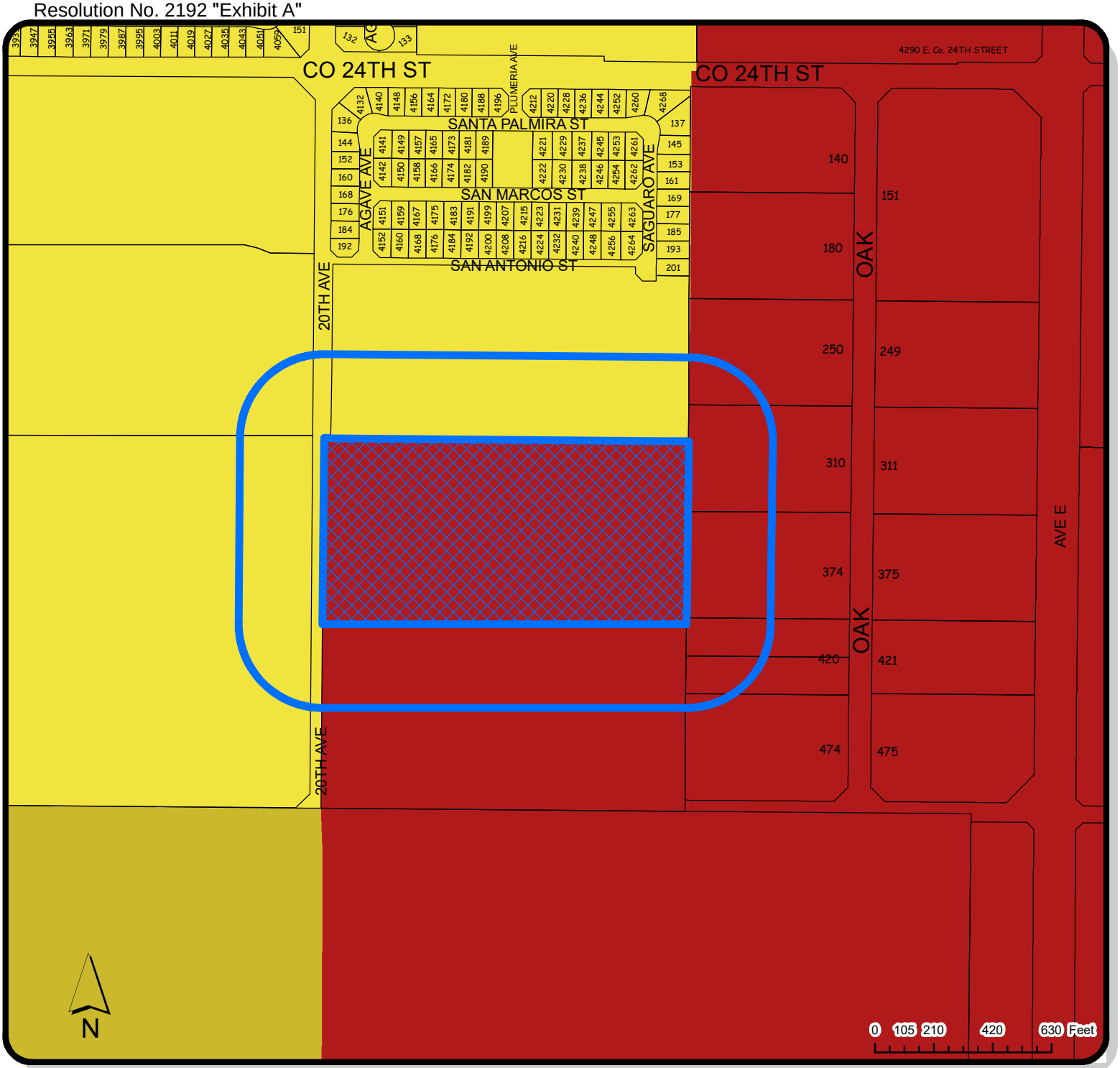
ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Resolution No. 2192 "Exhibit A"



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PARCEL 227-15-003

300ft Notification Area

Legend

LAND USE

- Medium Density Residential
- High Density Residential
- Commercial

MINOR AMENDMENT

CASE #
2021-0336

DATE:
5/5/20201

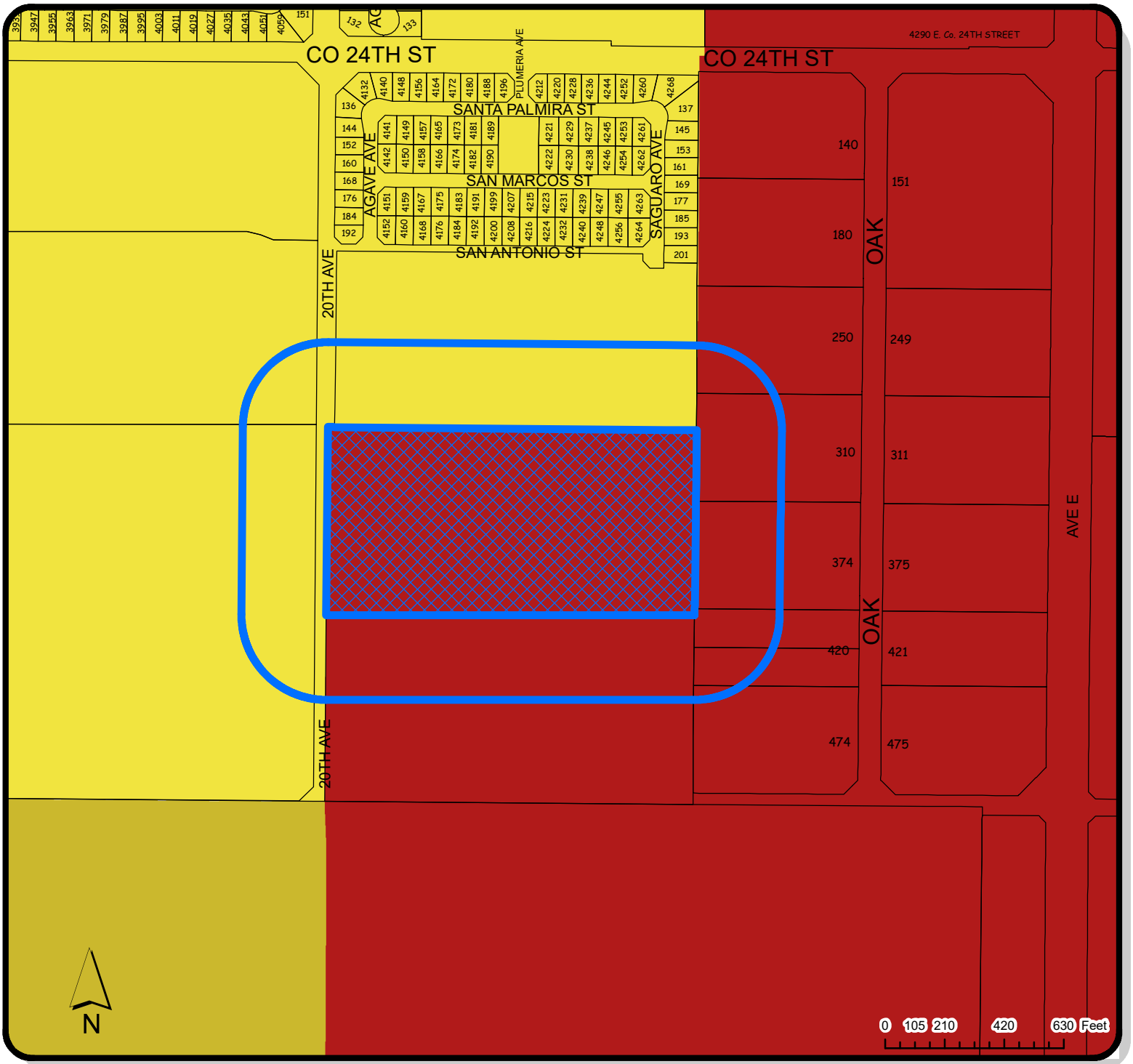
PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PARCEL 227-15-003

300ft Notification Area

Legend

LAND USE

- Medium Density Residential
- High Density Residential
- Commercial

MINOR AMENDMENT

CASE #
2021-0336

DATE:
5/5/20201

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

N1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
WITH OBLITERATED CAP
NE CORNER
SEC 15, T11S, R24W
FOUND BRASS CAP
IN HANDHOLE
2.5' BELOW GRADE
COUNTY 24TH STREET
S 89°30'45" E 2641.84'(M) S 89°30'53" E 2641.815'(R1)
1320.92'(C)
1320.92'(C)
55.01' (C)
EX. 55' ROW
PER (R1)
EX. 40' ROW
PER (R2)
BELLEZA DEL DESIERTO
PHASE 1
NOT A PART
APN 227-15-018
NOT A PART
APN 227-15-006
NOT A PART
APN 227-15-017
NOT A PART
1265.23'(C)
1320.23'(C)
N 00°03'04" W 2640.12'(R2)
1320.05' (C)
APN 227-15-024
NOT A PART
APN 227-15-016
NOT A PART
APN 227-15-007
NOT A PART
S 00°27'17" W 2640.47'(C)
SET MAG NAIL
WITH WASHER "LS48679"
IN WALL FOOTING
N 00°26'59" E 2640.12'(R1)
S 89°30'17" E 1320.78'(C)
S 89°30'25" E 1320.78'(R1)
APN 227-15-015
NOT A PART
APN 227-15-008
NOT A PART
AVENUE E 1/2
AVENUE E
N 00°27'40" E 2640.53'(M & R1) (BASIS OF BEARING)
PARCEL A
NET AREA = 869,106.95 SF
19.9520 ACRES
FEE#2006-39216
PARCEL 2
S 00°27'19" W 2640.48'(R1)
660.12' (C)
660.03' (C)
2640.11'(M)
APN 227-15-014
NOT A PART
APN 227-15-009
NOT A PART
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
APN 227-15-022
N 00°26'54" E
S 89°30'03" E 1320.70' (C)
1320.43'(R1)
APN 227-15-020
NOT A PART
APN 227-15-010
NOT A PART
50' X 50' SIGHT DISTANCE
RIGHT-OF-WAY TRIANGLE
TO BE DEDICATED TO THE
CITY OF SAN LUIS AT THE
RECORDATION OF THIS MAP
SET MAG NAIL
WITH WASHER "LS48679"
IN WEST WALL FACE
1320.24'(N)
APN 227-15-021
NOT A PART
FOUND BENT 1/2" REBAR
WITH CAP "LS 16928"
0.3' ABOVE GRADE
0.19' WEST AND 0.39' NORTH
OF CALCULATED POSITION
POINT NOT ACCEPTED
PARCEL B
NET AREA = 871,736.06 SF
660.12' (C)
660.03' (C)
APN 227-15-012
NOT A PART
APN 227-15-011
NOT A PART
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
FOUND BENT 1/2" REBAR
WITH OBLITERATED CAP
0.59' WEST AND 0.28' NORTH
OF CALCULATED POSITION
POINT NOT ACCEPTED
W1/4 CORNER
SEC 15, T11S, R24W
FOUND
BRASS CAP STEM
1.0' BELOW GROUND
S 89°29'49" E 2644.91' (M)
1320.63'(C) 1320.645'(R1)
1320.63'(C) 1320.645'(R1)
N 89°29'48" W 2641.26'(M) N 89°29'58" W 2641.29'(R1)
COUNTY 24 1/2 STREET
C1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
SET BRASS CAP
IN HANDHOLE PER
CITY OF YUMA STANDARD
DRAWINGS 4-020 AND 4-030
E1/4 CORNER
SEC 15, T11S, R24W
FOUND 3" BRASS CAP 2008
"LS16810" IN HANDHOLE
N00°03'04"E 2641.97'(R2)
N00°26'41"E 2641.91'(M)
S1/4 CORNER
SEC 15, T11S, R24W
1.0' ABOVE GROUND

May 13, 2021

MIINOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-0336

CASE SUMMARY: A request by Core Engineering Group, PLLC., on behalf of Border Ranches II, AZ LLC, owner, to amend the 2040 General Plan changing the land use designation of 19.95 acres from Commercial to Medium Density Residential, the north half of parcel #227-15-003. The property is located east of 20th Avenue and south of Belleza Del Desierto Phase 2 Subdivision.

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

This Citizen Review Meeting will be held:
1st day of June 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: June 8, 2021

COMMENTS DUE: May 24, 2021

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

Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

The property is located near Rolle Airfield where aviation activity is expected to increase in the future. These properties, due to their proximity to the Rolle Airfield, are likely to experience aircraft over flights, which could generate noise levels which may be of concern to some individuals. The City, public and airport shall be held harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the airport, not including the physical impact of aircraft or parts thereof.

Date:
5/17/21
Agency:
Yuma County Airport Authority, Inc.
Phone:
928-726-5882
Return to: P&Z@sanluisaz.gov

MEMORANDUM

DATE: January 3, 2019

FROM: KAY MACUIL, CITY ATTORNEY

TO: JOSE A. GUZMAN, DIRECTOR OF PLANNING AND ZONING

RE: GENERAL PLAN AMENDMENT REQUEST FOR CASE NO. 2018-0682

A request has been made by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Company LTD Partnership, owner, to amend the 2020 General Plan by changing the Land Use Designation of 18.74 acres from Business to Neighborhood. A portion of Assessor Parcel ID #227-15-019 located on the southeast corner of Avenue E ½ and County 24th Street, San Luis, Arizona. This request is made on a larger parcel that is currently planned for non-residential use. As stated in the City of San Luis General Plan 2020:

> "The Arizona Revised Statutes define Major Amendments as (Section 9-461.06 Sub Section C & Section 11-824 Subsection C):
>
> A substantial alteration of the municipality's/county's land use mixture or balance as established in the agency's general/comprehensive plan land use element. The agency's general/comprehensive plan shall define the criteria to determine if a proposed amendment to the plan effects a substantial alteration."
>
> City Code §152.047(D) states:
>
> (1) A "major amendment" to the General Plan must be filed prior to June 15th of every year to be heard at the one City Council hearing designated each year to review major amendments to the General Plan. Major Amendments shall require an affirmative vote of at least two-thirds of the City Council.
> (2) A "minor amendment" to the General Plan may be processed throughout the year and/or in conjunction with a development application.

The City of San Luis General Plan 2020 sets out the criteria for major plan amendments at page 106. Here it states in applicable part:

> By State law, Major Amendments may only occur once per calendar year. The following criteria are to be used to determine whether a proposed amendment to the Land Use Element of the City of San Luis General Plan substantially alters the mixture or balance of land uses. A Major Amendment is any proposal that meets any one of these criteria:

> 1. Any change in a residential land use categories of 40 or more contiguous acres within the Planning Area to either another residential land use category or a non-residential land use category.
> **2. Any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category.**
> 3. Any proposal that would amend the land use category of more than 80 acres within the Planning Area.
> 4. A General Plan text amendment, or modification or elimination or one or more of the goals or objectives contained in the Land Use Element of this General Plan that changes any goal or objective regarding residential densities, intensities or major roadway locations. [Emphasis added.]

By only requesting 18.74 acres of the larger parcel, it would appear that the applicant is trying to avoid the matter being processed as a major plan amendment, so as to avail itself of the minor plan amendment procedure. Major plan amendments can only be processed once a year. Minor amendments can proceed at any time. The concern is whether the applicant is trying to avoid the requirements and process of a major amendment by the subterfuge of several amendments of land less than 20 acres in size. If no further amendment of the larger parcel is ever requested, then no "subterfuge" of evading the purpose and requirements of ARS §9-461.06, in particular, A.R.S. §§9-461.06(D) and (E), the City Code, or the General Plan 2020 would occur. But if the amendment of the 18.74 acres is followed by a requested amendment of more land of the larger parcel, it would seem that such multiple requests for amendment are being done to evade or avoid the major plan amendment process.

The concept of "major plan amendment" and "minor plan amendment" with major plan amendments occurring only once a year and involving a special process was added to the Arizona Revised Statutes by a ballot measure known as "Growing Smarter" as put on the ballot by the Arizona State Legislature in the late 1990's. Arizona has always had in its law the requirement that zoning amendments must conform to the general plan. (A.R.S. §9-462.01(F)). However, occurring before Growing Smarter was what was derisively called the "Scottsdale Solution," i.e., first was an item on the agenda amending the general plan immediately followed by an item the rezoning the subject property. As a result, by such process, planning was reduced to being a meaningless matter. The purpose of allowing major amendments to occur only once a year was to make change difficult and give planning some true meaning and impact. As stated by the Arizona Legislature, one of the legislative purposes of Growing Smarter was; "that rezoning actions shall be more effectively guided by a community's general and

comprehensive plans." (URBAN PLANNING—GROWING SMARTER ACT, 1998 Ariz. Legis. Serv. Ch. 204 (H.B. 2361) (WEST).

It is important to note that while A.R.S. §9-461.06 limits the ability of a city to consider major plan amendments to a single annual occurrence, what is a "major amendment" versus a "minor amendment" is left to local regulation. Hence, the size differential of 20 acres was a 'line in the sand' established by City Council, not the State of Arizona. However, changing that text of the general plan would, itself, require a major plan amendment.

Arizona courts, as a matter of public policy, have long been critical of attempts to try and cleverly get around requirements of regulation. If something is considered a "subterfuge," it is illegal. For Arizona examples see SAL Leasing, Inc. v. State ex rel. Napolitano, 10 P.3d 1221 (Ariz. App. 1st Div. 2000) (sale/leaseback of vehicles subterfuge of laws providing consumer protection and were illegal); State ex rel. Goddard v. Phoenix Union High Sch. Dist. No. 210, 96 P.3d 220, 223 (Ariz. App. 1st Div. 2004) (school district early retirement plan not a subterfuge of ERISA); Schwarz v. City of Glendale, 950 P.2d 167, 170 (Ariz. App. 1st Div. 1997) (buying land to create a buffer zone not a subterfuge of zoning regulations); Molnar v. Indus. Commn. of Arizona, 687 P.2d 1285, 1288 (Ariz. App. 1st Div. 1984) (use of independent contractor's agreement an illegal subterfuge of workman's compensation contribution requirements) . Rathkopf's The Law of Zoning and Planning lists examples of where, in the planning and zoning context, courts have held as illegal, subterfuges where ". . . the rezoning of two or more parcels was merely a subterfuge to obscure the actual purpose of according special treatment to one particular landowner." § 41:7.Size and number of rezoned parcels—Number of parcels, 3 Rathkopf's The Law of Zoning and Planning § 41:7 (4th ed.).

If the intent is to pursue a residential use of a land 20 acres or more, but simply applying in multiple applications to evade or avoid the requirements surrounding major amendments to a general plan as required by Growing Smarter, then any such plan amendment and subsequent rezoning would be invalid. However, one will not know that unless multiple applications are, in fact, attempted. Today that has not yet occurred.

CONCLUSION

The present application for minor plan amendment qualifies under the standards for minor plan amendment since it is for a size less than 20 acres. But if more land from that larger parcel is requested by a subsequent application, any subsequent application

can only proceed as a major plan amendment since otherwise, the use of multiple applications would be an attempted subterfuge of the requirements of state and local regulation.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. F.**

Meeting Date: 09/08/2021

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
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243 and Ordinance No. 420. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 19.95 acres from Light Industrial (L-I) to Medium Density Residential (R1-6) for property located east of 20th Avenue and south of Belleza Del Desierto Phase 2 Subdivision. (**ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD AUGUST 11, 2021) (Jose A. Guzman, Director of Planning and Zoning)** **This item was not discussed due to the previous related item (6. E.) not being approved.**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordiannce No. 420 by title only
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 420

SUMMARY:

Lot Split Case No. 2021-0275 has been approved to split the subject property into two (2) new parcels. The applicant is requesting the rezoning of the north half to R1-6 for the construction and development of a residential subdivision. (Minor Amendment Case No. 2021-0336 presented previously)

The applicant submitted a Major Amendment application to change the land use designation of the south half from Commercial (C) to Medium Density Residential (MDR) (Major Amendment Case 2021-0337). The City of San Luis 2040 General Plan requires a major amendment for any change in a non-residential land use category of 20 or more contiguous acres to a residential land use category. If the Major Amendment is approved the applicant will request rezoning of the south half portion of the subject property to R1-6.

EXISTING CONDITIONS:

The subject property is zoned Light Industrial (L-I) as shown on the location map attached to this report.

Existing Zoning District

Light Industrial (LI): The industrial zoning districts are designed to provide a range of industrial land uses. The purpose of these districts is to provide for industrial development in locations that are suitable and appropriate, taking into consideration existing conditions, future land use needs, the availability of

public services, the general public's health and safety, and the goals and objectives of the City of San Luis General Plan. It is intended that these districts accommodate a variety of uses including corporate offices and garden industrial land uses to warehousing and heavy manufacturing.

Proposed Zoning District
Medium Density Residential (R1-6): The purpose of these zoning districts is to provide for detached single residence development on urban-sized lots in areas where adequate public facilities and services are available. The intent of these districts is to encourage a traditional neighborhood environment where amenities and open space are provided more on a neighborhood basis rather than on the smaller individual lots. Lots of less than 6,000 square feet per dwelling unit shall not be permitted from and after March 1, 2016.

Existing Adjacent Zoning Districts.
To the north: R1-6 (Belleza del Desierto Residential Subdivision)
To the west: R1-6 (Vacant Land)
To the south: LI (South half of the subject property)
To the east: LI (Southwest Arizona Industrial Subdivision)

CRITICAL ISSUES:
The developer must provide all the necessary improvements including road construction, water, wastewater and open space.

The subject property is located in an area where infrastructure can be expanded. Existing development in the area has provided access to the infrastructure needed for residential development. In addition, the city will initiate a regional circulation study to establish the need for traffic signals along the intersections of County 24 th Street and Avenue E and Avenue F.

Subdivisions in the Central Growth Area are served and connected by Avenue F and County 24th Street. Both arterial roads are not fully improved. However, the Public Works Department can request a traffic study for the proposed subdivisions in accordance with Ordinance 359 and 391. The traffic study will ensure that all the improvements necessary are done to provide connection to Cesar Chavez Boulevard and Avenue E.

The proposed subdivision will be located adjacent to an industrial subdivision to the east. Existing residential subdivisions located to the north, adjacent to industrial zoning, have provided a 20' buffer non-buildable easement to separate future industrial uses from the proposed residential subdivision.

GENERAL PLAN:
The existing land use category for the subject property is Commercial (C), a minor general plan amendment (Minor General Plan Amendment Case No. 2021-0336) is being processed to change the land use designation to Medium Density Residential (MDR).

The approval of the minor amendment will allow the applicant to rezone the north half of the subject property to Medium Density Residential (R1-6) to allow a residential subdivision. The subject property is located inside the Central Growth Area identified in the 2040 General Plan.

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

1. Yuma County Airport Authority (5-17-2021)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters).

The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:
As required by state statute and the City Code, a Citizen Review meeting was held at the City Hall on June 1, 2021, at City Hall Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments. There were no people from the public present or connected via Zoom.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission public hearing was held on August 3, 2021, at the San Luis City Hall Council Chambers. The Planning and Zoning Commission recommends approval of Rezoning Case No. 2021-0243 subject to the following conditions:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

2. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

3. The Owner/applicant shall dedicate appropriate right-of-way to the city along 20th Avenue (Avenue E ½) alignment in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall occur at such time and in such manner as required by the City of San Luis subdivision regulations. Staff recommends approval of Ordinance No. 420 for approval of Rezoning Case No. 2021-0243.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.
1. **Staff presentation**
2. **Call to the Public on this item**

B. I MOVE TO CLOSE THE PUBLIC HEARING.
C. I MOVE TO APPROVE READING OF ORDINANCE NO. 420 BY TITLE ONLY.
(City Clerk to read Ordinance No. 420 by title only)
D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO 420.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Ordinance No. 420

Location Map

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 420

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 19.95 ACRES FROM LIGHT INDUSTRIAL (L-I) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED EAST OF 20TH AVENUE AND SOUTH OF BELLEZA DEL DESIERTO PHASE II SUBDIVISION; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 19.95 acres of real property located on Assessor Parcel ID No. 227-15-029; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning with conditions.

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Light Industrial (L-I) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

2. Development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

3. The Owner/applicant shall dedicate appropriate right-of-way to the City along 20th Avenue (Avenue E ½) alignment in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall occur at such time and in such manner as required by the City of San Luis subdivision regulations.

Property more fully described as:

The N ½ of the SW ¼ of the NE ¼ of Section 15, Township: 11 South, Range 24 West Yuma County, Arizona. Also known as Parcel A of the Border Ranches II Lot Split as Recorded in Book 33 Page 6 of Plat on the Records of Yuma County Recorder's Office.

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

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 final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,

Arizona, this _____ day of _____, 2021.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

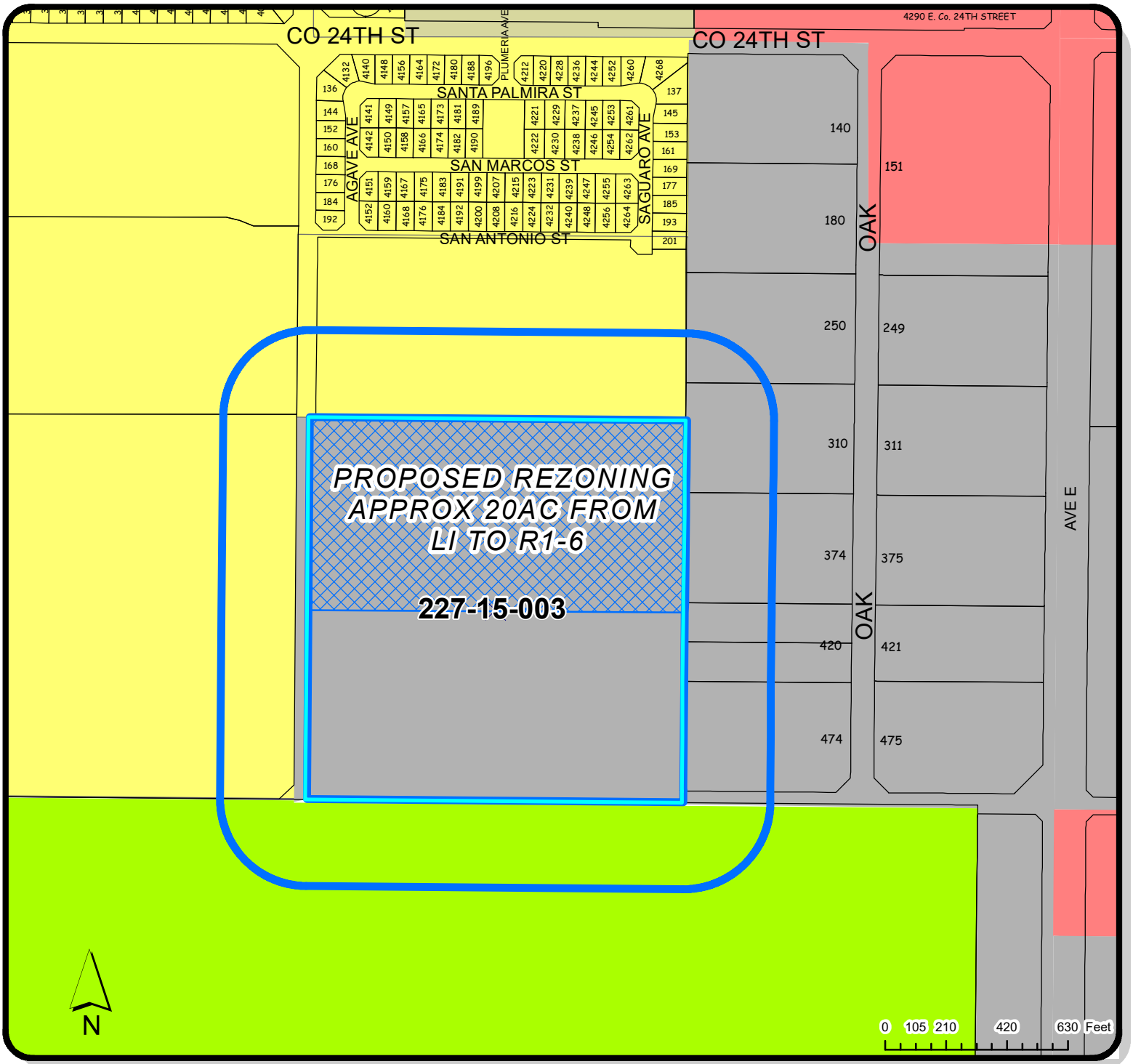
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

Ordinance No. 420 - "Exhibit A"



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

NORTH HALF OF PARCEL 227-15-003

300ft Notification Area

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
R1-8
COMMERCIAL ZONING DISTRICTS
C-2
SINGLE RESIDENCE ZONING DISTRICTS
RA-10
INDUSTRIAL ZONING DISTRICTS
LI

CASE #
2021-0243

DATE:
4/5/2021

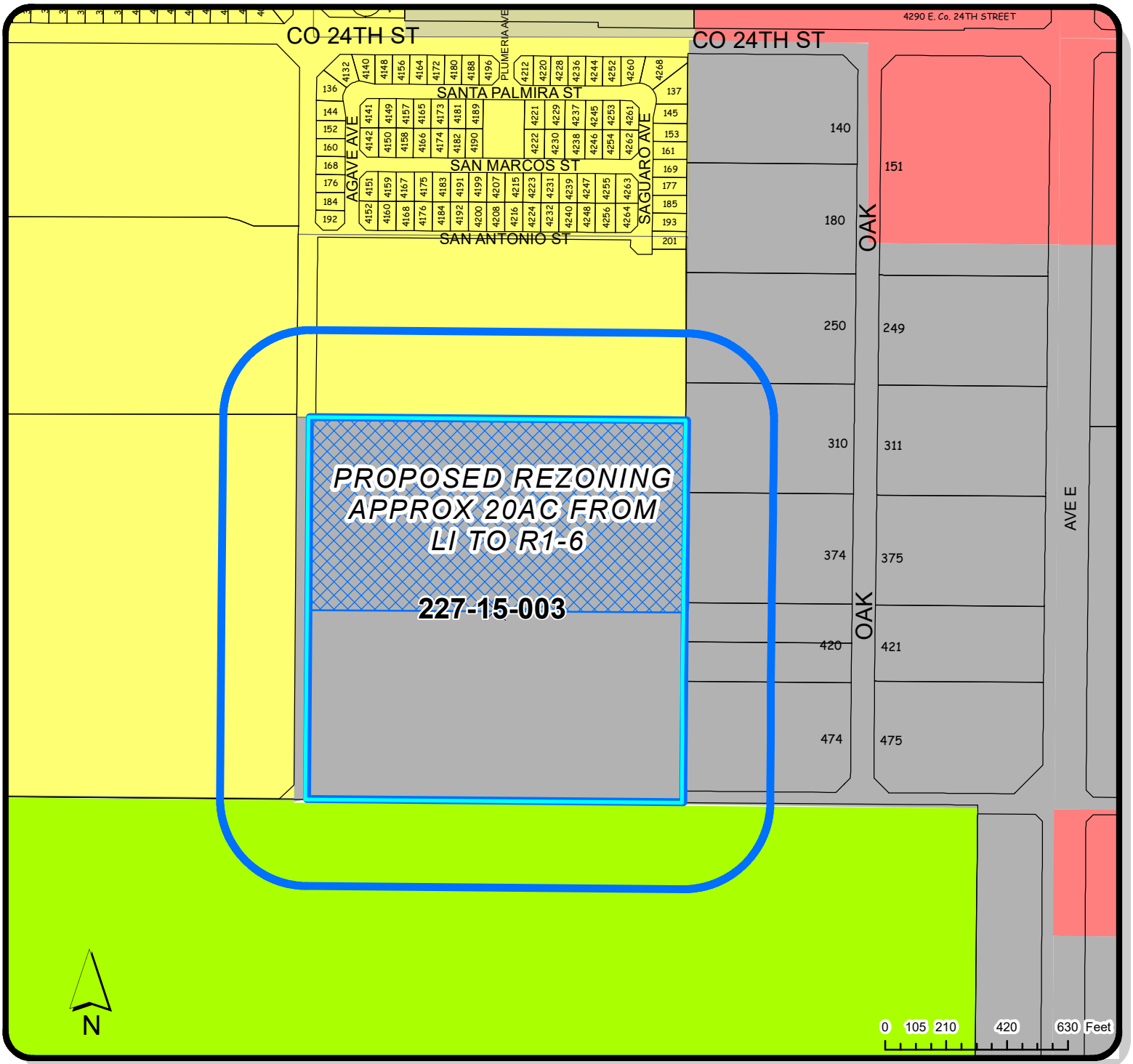
PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

NORTH HALF OF PARCEL 227-15-003

300ft Notification Area

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
R1-8
COMMERCIAL ZONING DISTRICTS
C-2
SINGLE RESIDENCE ZONING DISTRICTS
RA-10
INDUSTRIAL ZONING DISTRICTS
LI

CASE #
2021-0243

DATE:
4/5/2021

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

Core Engineering Group, PLLC
200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
***.CoreEngineeringGroup.com

MEMORANDUM

Date: March 19, 2021
Revised March 30, 2021

To: City of San Luis
Department of Development Services

From: Douglas J. Nicholls, PE, RLS

Re: Rezoning Application for the North Half of Parcel 227-15-003;
North Half of the SW 1/4 of the NE 1/4 of Section 15, T11S, R24W
Avenue E-1/2 & County 24-1/2 Street, San Luis, AZ.

The owner is proposing to develop the north half of the lot APN 227-15-003 into R-1-6 residential subdivision. This request represents the north 20-acres of the 40-acre lot. This matches the recent subdivision development on the land adjacent to the north of this parcel. The owner has also engaged Core to prepare a lot split map of the overall parcel to isolate the north 20-acres. This will be submitted to the City of San Luis soon for review and approval.

The current status of the parcel is a native desert, undeveloped parcel with LI zoning. The request to change zoning to R-1-6 is in conformance with the 2020 City of San Luis General Plan designation of "Medium Density Residential". Attached is an exhibit of the proposed rezoning.

N1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
WITH OBLITERATED CAP
NE CORNER
SEC 15, T11S, R24W
FOUND BRASS CAP
IN HANDHOLE
2.5' BELOW GRADE
COUNTY 24TH STREET
S 89°30'45" E 2641.84'(M) S 89°30'53" E 2641.815'(R1)
1320.92'(C)
1320.92'(C)
55.01' (C)
EX. 55' ROW
PER (R1)
EX. 40' ROW
PER (R2)
BELLEZA DEL DESIERTO
PHASE 1
NOT A PART
APN 227-15-018
NOT A PART
APN 227-15-006
NOT A PART
APN 227-15-017
NOT A PART
1265.23'(C)
1320.23'(C)
N 00°03'04" W 2640.12'(R2)
1320.05' (C)
APN 227-15-024
NOT A PART
APN 227-15-016
NOT A PART
APN 227-15-007
NOT A PART
S 00°27'17" W 2640.47'(C)
SET MAG NAIL
WITH WASHER "LS48679"
IN WALL FOOTING
N 00°26'59" E 2640.12'(R1)
S 89°30'17" E 1320.78'(C)
S 89°30'25" E 1320.78'(R1)
APN 227-15-015
NOT A PART
APN 227-15-008
NOT A PART
AVENUE E 1/2
AVENUE E
N 00°27'40" E 2640.03'(M & R1) (BASIS OF BEARING)
PARCEL A
NET AREA = 869,106.95 SF
19.9520 ACRES
FEE#2006-39219
PARCEL 2
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
APN 227-15-022
660.12' (C)
S 00°27'19" W 2640.48'(R1)
APN 227-15-014
NOT A PART
APN 227-15-009
NOT A PART
N 00°26'54" E 2640.11'(M)
660.03' (C)
S 89°30'03" E 1320.70' (C)
1320.43'(R1)
APN 227-15-020
NOT A PART
APN 227-15-010
NOT A PART
50' X 50' SIGHT DISTANCE
RIGHT-OF-WAY TRIANGLE
TO BE DEDICATED TO THE
CITY OF SAN LUIS AT THE
RECORDATION OF THIS MAP
SET MAG NAIL
WITH WASHER "LS48679"
IN WEST WALL FACE
1320.24'(M)
APN 227-15-021
NOT A PART
FOUND BENT 1/2" REBAR
WITH CAP "LS 16928"
0.3' ABOVE GRADE
OF CALCULATED POSITION
POINT NOT ACCEPTED
PARCEL B
NET AREA = 871,736.06 SF
660.12' (C)
APN 227-15-012
NOT A PART
APN 227-15-011
NOT A PART
NEW 40'
ROW TO BE
DEDICATED TO THE
CITY OF SAN LUIS
AT THE RECORDATION
OF THIS MAP
FOUND BENT 1/2" REBAR
WITH OBLITERATED CAP
0.59' WEST AND 0.28' NORTH
OF CALCULATED POSITION
POINT NOT ACCEPTED
W1/4 CORNER
SEC 15, T11S, R24W
FOUND
BRASS CAP STEM
1.0' BELOW GROUND
S 89°29'49" E 2644.91' (M)
1320.63'(C) 1320.645'(R1)
1320.63'(C) 1320.645'(R1)
N 89°29'48" W 2641.26'(M) N 89°29'58" W 2641.29'(R1)
COUNTY 24 1/2 STREET
C1/4 CORNER
SEC 15, T11S, R24W
FOUND 1/2" REBAR
SET BRASS CAP
IN HANDHOLE PER
CITY OF YUMA STANDARD
DRAWINGS 4-020 AND 4-030
E1/4 CORNER
SEC 15, T11S, R24W
FOUND 3" BRASS CAP 2008
"LS16810" IN HANDHOLE
N00°03'04"E 2641.97'(R2)
N00°26'41"E 2641.91'(M)
S1/4 CORNER
SEC 15, T11S, R24W
1.0' ABOVE GROUND