



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, February 23, 2022. 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 Miércoles, 23 de Febrero del 2022. 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 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, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 23, 2022
7:00 p.m.

The February 23, 2022 Regular Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public. However, members of the public may listen to the meeting's live audio stream on the City of San Luis website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the city's website <https://sanluisaz.gov/listenlive> after the meeting.

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

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, no habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 23 de Febrero del 2022. 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.

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

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 7:04 P.M.**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **CONSENT AGENDA**

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

4. A. **MINUTES OF**

Approved

- Work Session held February 2, 2022
- Regular Council meeting held February 9, 2022

4. B. **DISBURSEMENTS FROM FEBRUARY 1, 2022 THROUGH FEBRUARY 14, 2022** **Approved**

Total Disbursements \$822,557.58
(Eight Hundred Twenty-Two Thousand, Five Hundred Fifty-Seven Dollars and Fifty-Eight Cents)

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

5. A. Presentation followed by discussion and possible directions to staff on any and all matters regarding the Yuma Airport Authority update by Gladys Wiggins, Airport Director. **(Jenny Torres, Economic Development Manager)** **Presentation Done**

5. B. Discussion and possible action on any and all matters regarding the city granting San Luis Industrial Park a conditioned license for a currently unused access easement in the San Luis Industrial Park. This will allow San Luis Industrial Park to lease to Pastor Jose Manuel Castro and the Gethsemani Baptist Church Food Ministry to move the food distribution and storage to San Luis Industrial Park and move out of a residential neighborhood. **(Kay Marion Macuil, City Attorney and Jose A. Guzman, Director of Planning and Zoning)** **Continued**

5. C. Discussion and possible action on any and all matters regarding a budget transfer for the Water Division to fund emergent cost increases associated with day-to-day operations and maintenance and repair activities. **(Eulogio Vera, Director of Public Works)** **Approved**

5. D. Discussion and possible action on any and all matters regarding the authorization to approve BLT Concrete and BLT Asphalt for the purchase of concrete and asphalt needs for city street repairs for the remaining of the Fiscal Year 2021-2022. **(Jorge Perez, Assistant Director of Public Works)** **Approved**

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

7. ADJOURNMENT 7:46 P.M.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. A.

Meeting Date: 02/23/2022

Summary

MINUTES OF

- Work Session held February 2, 2022
 - Regular Council meeting held February 9, 2022
-

Attachments

2/2/2022 WS

2/9/2022 RCM

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 2, 2022
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:30 p.m. Although, no quorum was present, an informal meeting was held.

PRESENT: Mayor Gerardo Sanchez-via Zoom
Council Member Mario Buchanan Jr.-via Zoom
Council Member Matias Rosales-via Zoom

ABSENT: Vice Mayor Africa Luna-Carrasco
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT: Lizandro Galaviz, Interim City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Domingo Sosa, Graphic and Media Specialist
Eulogio Vera, Director of Public Works
Jonathan Dumadag, Senior IT Technician
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Planning & Zoning
Jose Luis Cisneros, Acting PIO/Assistant to Mayor and Council
Marco Santana, Police Lieutenant
Maria Muñoz, Human Resources Coordinator
Ralph Velez, Consultant – via Zoom
Richard Jessup, Chief of Police
Ruben Lopez, IT Technician

2. ITEMS FOR DISCUSSION ONLY:

2. A. Update and possible directions to staff on any and all matters regarding the construction of roadway from 10th Avenue to County 24th Street and the possibility of expediting the process. (Mayor Gerardo Sanchez and Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, provided Mayor and Council with an update on the project. He mentioned that this project is needed to help with the connectivity of the east and west areas of San Luis.

He informed that the design has been completed, staff has met with Bureau of Land Management (BLM) to obtain the necessary permission to build the street. The city has the right-of-way along County 24th Street connecting F ½ Street and 10th Avenue and has the right-of-way along 10th Avenue, but staff still needs permission to build the street. However, during a meeting with BLM, staff learned it is required to go through the Bureau of Reclamation (BOR), and the city council will have to adopt a resolution to apply. Once the application is submitted, a list of projects that are a priority to the community will also be submitted; this will help expedite the projects to obtain the necessary permits. Furthermore, he informed that the city has funding through the Yuma Metropolitan Organization to fund this project.

Mayor Gerardo Sanchez asked how long it would take to obtain the right-of-way acquisition.

Mr. Vera replied that BLM and BOR never give an actual timeline for the projects, but they will help expedite the process as funding is already available. He informed the mayor and city council that the resolution to apply would be presented in the next scheduled council meeting for approval.

Council Member Mario Buchanan Jr. mentioned that this project is needed in said area; he thanked Mayor Sanchez for discussing this item.

2. B. Discussion and possible directions to staff on any and all matters regarding commercial vehicles (Semi-trucks and Agricultural busses) parking on private property and the need for enforcement, including speed limits. (Mayor Gerardo Sanchez and Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, informed that staff members have been meeting during the last several weeks to address the issue of commercial vehicles and commercial parking. He informed that there had been an increase in parking on 10th Avenue. He commented that he contacted the Bureau of Land Management (BLM) regarding an authorization letter for the San Luis Police Department (SLPD) to help enforce BLM land. They will draft a new letter to be issued to the San Luis Police Department. Furthermore, he commented that with a conversation with Mr. Eulogio Vera, Director of Public Works, “no parking signs” would be posted as there are currently no signs at the location. Finally, he stated that Ms. Jenny Torres, Economic Development Manager, is currently working on a traffic study, and the SLPD is working on a Problem-Oriented Policing (POP) project, which will be beneficial and will be included in the Five-Year Master plan that SLPD provides during the budget retreat.

Mayor Gerardo Sanchez mentioned that this item was brought up for discussion because he has received several complaints of trucks being left on the street. Some of them carry waste which brings terrible smells to the neighborhood, especially during the summertime. He commented that the city should designate semi-trucks parking where the trucks can be left overnight. Furthermore, he mentioned that the other problem is speeding on Cesar Chavez Boulevard and on other streets in the city. Finally, he stated that he understands that the city is limited in the number of officers, but those officers should be policing the different areas in the community.

Chief Jessup mentioned that one of the things that can be done is to put unmarked vehicles to patrol those areas, as they can sit on the side of the road, allowing officers to make the stop. He commented that residents need to know that something is being done about the truck issues. He informed that another area hit by those trucks would be off 6th Avenue on the south side. He mentioned that one of the ideas would be to speak with private businesses with bigger parking lots that can accommodate the trucks or if the city owns land that can accommodate as well; a great place would be on Avenue E by the San Luis Commercial of Entry.

Council Member Mario Buchanan Jr. commented that the other area with semi-trucks parking is on 6th Avenue by Los Olivos Subdivision. He informed that he has also received complaints from neighbors around that area, and has tried to explain that there is no assigned parking for semi-trucks. Council Member Buchanan Jr. also commented that, as Mayor Sanchez mentioned, speeding is a huge problem, especially in residential areas.

Chief Jessup commented that the best thing to do is to use the unmarked vehicles on Avenue F and other parts of the community.

Council Member Matias Rosales agreed with Chief Jessup to partner with a company to see if the city could allow trucks to park at their location.

Chief Jessup stated that he would be working on these issues.

2. C. Discussion and possible directions to staff on any and all matters regarding compensation rates for Police and Fire Department personnel for their efforts during the pandemic and present circumstances. (Mayor Gerardo Sanchez and Maria Muñoz, Human Resources Coordinator)

Ms. Maria Muñoz, Human Resources Coordinator, mentioned that she conducted a research to see how different other cities do compensations for Fire and Police Departments. She informed that different cities and staff received feedback stating that they are not currently doing any type of compensation, but they have done it in the past. They gave incentives citywide, not only to those in public safety. She added that the city has had 25 COVID-19 work exposures in the last quarter. Ms. Muñoz gave a brief presentation of the current incentives that public safety employees are currently receiving. She mentioned that one of the current issues is that firefighters are working many mandated hours, so they are getting burned out. Under the Federal Labor Standards Act, they can work up to 53 hours per workweek, 212 hours in a 20-day work period. She explained what happens when they are sick or on vacation, but they are mandated to work those hours. Those extra hours worked are not paid overtime; they are being paid regular time because they were scheduled to be off. She mentioned that staff is looking for options to see what can be done. During the research, she informed that the City of Gilbert gave an incentive of \$2,000.00 to public safety and \$1,000.00 for all other employees. Ms. Muñoz mentioned that the Finance Department made an analysis of the hours that were not paid as overtime; if they had been paid as overtime, it would have been \$20,000.00 just in the last month.

Chief Angel Ramirez, Fire Department, commented that the reason there is mandatory overtime is that there always has to be 14 firefighters on shift if for any reason those 14 firefighters are not on shift, then others have to stay over to cover for those who either were on vacation or had COVID. He added that this issue was brought up to him by the firefighters as they were working mandatory overtime, but their hours were paid are straight pay.

Mayor Gerardo Sanchez stated that the city should do something about it, as they are being forced to work overtime, they should be paid overtime. He mentioned that the \$20,000.00 is not an expense as they are constantly exposed. He stated that he believes that those employees should get compensated for their time. He commented if there is no policy, then the city should create a policy that allows the pay to those employees. Mayor Sanchez stated that the city should start budgeting for this type of events as they need to get compensated.

Ms. Muñoz presented the mayor and city council with a recommendation on how this can be done. The recommendation is to pay a lump sum incentive or allow for an administrative directive to apply a premium pay city-wide. She commented that it would be up to the city council to apply it just for public safety or city-wide. Any extra shifts will be paid at time and a half.

Mayor Sanchez stated he liked the second option but commented that the city should focus on first responders and then apply to the rest of the city. He stated that at this moment, the problem here is first responders, and the city should expedite this process.

Council Member Mario Buchanan Jr. commented that he was not aware that firefighters were not getting paid overtime when they worked overtime.

Ms. Muñoz explained that they are getting overtime; the problem here is whenever they have scheduled leave, like a vacation or sick leave, then they get paid regular time just like any other regular employee.

Council Member Buchanan Jr. mentioned that he would go for whatever is needed to fix this problem; they should get compensated.

Mayor Sanchez stated that if the employee is forced to work an extra shift, they need to be compensated for the time worked.

Chief Ramirez explained that firefighters work a 28-day period where a total of 212 hours, anything over 212 hours is considered overtime. So then if an employee worked the 212 hours and then you are mandated to stay overtime, you get COVID, and you are not working, those are hours that you did not work, so those hours that you worked extra are paid as regular time, and that is what is happening right now; that is why the employees are complaining because they work the extra hours, but they are getting regular pay time.

Mayor Sanchez stated that they need to get compensated for those hours worked overtime, and it is fair for them to get compensated.

Council Member Matias Rosales mentioned that staff would have been creative and made sure that the system was not being abused and brought back before the city council for review.

Mr. Lizandro Galaviz, Acting City Manager, informed that staff has been working on this issue and would like to have direction from city council as to what they would like to do. He mentioned that staff would bring recommendations and ensure that procedures are followed. He added that staff would bring this item back to the city council during their next scheduled meeting.

Mayor Sanchez stated that there is no policy for this pay, but staff will be creating something specifically for this item. He commented that there is no other community with such a procedure; he added that he would like to be competitive, which would be an incentive for those employees.

3. ADJOURNMENT

No motion to adjourn the meeting was made, as this was an information Work Session. The meeting adjourned at approximately 7:18 p.m.

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on February 2, 2022. I further certify that the meeting was duly called and an informal meeting was held as no quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 9, 2022
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m. Members of the City Council participated via Zoom for this meeting.

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, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Angel Ramirez, Fire Chief
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Jonathan Dumadag, I.T. Systems Administrator
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Planning & Zoning
Jose Luis Cisneros, Executive Assistant/Acting Assistant to Mayor and City Council & Acting Public Information Officer (PIO)
Monica Castro, Director of Finance
Ralph Velez, City Consultant (via Zoom)
Richard Jessup, Chief of Police
Ruben Lopez, I.T. Technician

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

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

4. PROCLAMATIONS

4. A. - Career Technical Education Month - February 2022

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

Mayor Gerardo Sanchez mentioned that the technical education market is very important for this region. He added that making technical education affordable and having the proper training will allow students to be more competitive for jobs locally.

4. B. - SkillsUSA Week - February 7-11, 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety and added that San Luis High School representatives were present to provide a brief PowerPoint presentation.

Mr. Edgar Zambrano Jr. and Miss Ashely Cuen, San Luis High School Students and CTE Leaders illustrated what CTE is, its programs at San Luis High School, benefits, program highlights, CTE's month & celebration, members experiences and funding. They thanked the Mayor and City Council for acknowledging the proclamations. The PowerPoint presentation is filed at the City Clerk's Office with the complete agenda packet.

Mayor Gerardo Sanchez thanked Mr. Zambrano and Miss Cuen for the information and added that he is interested in touring the CTE facilities at San Luis High School.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held January 26, 2022

5. B. DISBURSEMENTS FROM JANUARY 18, 2022 THROUGH JANUARY 31, 2022

Total Disbursements \$640,134.02

(Six Hundred Forty Thousand, One Hundred Thirty-Four Dollars and Two Cents)

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

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding re-appointment of three (3) City of San Luis residents to serve on the City of San Luis Planning and Zoning Commission. (Jose A. Guzman, Director of Planning and Zoning)

Mr. Jose Guzman, Director of Planning & Zoning, mentioned that this item is to reappoint three (3) Board Members to the Planning & Zoning Commission, the term is for four (4) years. Three (3) current Board Members are interested in continuing to serve, they are Chairman Marco A. Pinzon, Vice Chairwoman Veronica Zavla and Commission Member Hugo Garcia. The new term will expire January 31, 2026.

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to reappoint Marco A. Pinzon to the City of San Luis Planning and Zoning Commission with a term expiration of January 31, 2026; to reappoint Veronica Zavala to the City of San Luis Planning and Zoning Commission with a term expiration of January 31, 2026 and reappoint Hugo Garcia to the City of San Luis Planning and Zoning Commission with a term expiration of January 31, 2026. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding the approval to purchase Executime from Tyler Technologies. (Derek Duenas, IT Manager)

Mr. Jonathan Dumadag, I.T. Systems Administrator, indicated that they are seeking the approval to purchase the Tyler software that will replace the current time and attendance software. This is a budgeted item and there is an increase from last year of approximately \$11,000.00.

MOTION: Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to approve the purchase in the amount of \$75,222.00 to purchase Executime and remove the Cisco Umbrella Project from Capital Improvements for the reasons presented. Motion passed unanimously.

The vote was as follows:

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

6. C. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Jesus Alberto Ortiz Franco on behalf of Mariscos El Navegante located at 840 E. D Street, San Luis, Arizona. (Sonia Cornelio, City Clerk)

A. Open Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

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

1. Staff and/or applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that her office received the application for the proposed restaurant for the sale of alcohol. The notice and application was posted at the location as required by law for 20 days. The City Clerk's Office did not receive any comments in favor of or against the application.

2. Call to the Public on this item

There were no comments from the public on this item.

B. Close Public Hearing

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

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

C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Mariscos El Navegante.

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera to recommend approval of Liquor License Application to the Arizona Department of Liquor Licenses and Control for Mariscos El Navegante as presented. Motion passed unanimously.

The vote was as follows:

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

6. D. Discussion and possible action on any and all matters regarding Order No. 2022-02. An order of the Mayor and City Council of the City of San Luis, Arizona authorizing American Rescue Plan Act (“ARPA”) funds to respond to eligible employees who performed essential work during the COVID-19 public health emergency with premium pay, as authorized by ARPA and the U.S. Treasury’s final rule issued January 27, 2022; repealing any conflicting provisions; providing for severability; and declaring an emergency. (Lizandro Galaviz, Acting City Manager)

Mr. Lizandro Galaviz, Acting City Manager, explicated that this order recognizes all essential workers with high risk exposure, all of the city’s employees were essential during the pandemic time. In conjunction with the Legal Department and Finance Department, a guideline was put together to be able to provide a pay scale for all employees that are currently working for the city and following the ARPA guidelines, focusing on the higher risk and direct contact employees.

Mayor Gerardo Sanchez commented that the city is fortunate that the U.S. Government decided to do this, especially for the city’s first responders who have more direct contact with COVID-19 patients.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the premium pay to be paid out no later than February 28, 2022 as presented and adopt Order No. 2022-02 and declare an emergency. Motion passed unanimously; Mayor Gerardo Sanchez asked for a roll call vote.

The vote was as follows:

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

6. E. Discussion and possible action on any and all matters regarding Order No. 2022-03. An order of the Mayor and City Council of the City of San Luis, Arizona authorizing public safety first responders emergency pay; repealing any conflicting provisions; providing for severability; and declaring an emergency. (Mayor Gerardo Sanchez and Lizandro Galaviz, Acting City Manager)

Mayor Gerardo Sanchez explained that this item was brought up by a couple of fireman, because unfortunately people are forced to stay because people get sick with COVID-19, people need vacation and some workers actually have to stay and the City Council wants to make sure they get compensated for it. The risk of firefighters getting infected is very high, unfortunately the city lost a fellow firefighter. The City of San Luis Fire Department has to maintain a 13-14 crew to make sure fire personnel are there for the community. Therefore, when it is mandatory overtime, they should get compensated. He added that he does not want to lose public safety personnel to other agencies that offer other forms of benefits. Although this will be temporary, staff needs to budget this for the next couple of years. The community depends on public safety personnel 24/7.

Mr. Lizandro Galaviz, Acting City Manager, cited that this is something that Mayor Gerardo Sanchez had brought in a previous work session and staff has assembled an order to recognize the COVID-19 exposure risk to public safety responders in their work duties that entails its unique continuing operational challenges.

Vice Mayor Africa Luna-Carrasco asked if the city had checked with the insurance pool on this subject.

Mr. Galaviz responded that the city did check and were told it was a city decision that the Mayor and City Council could take. Their opinion was not negative nor positive in the sense that they were neutral and each city would make choices on how they would address certain issues.

Ms. Kay Macuil, City Attorney, informed the Mayor and City Council that Ms. Monica Castro, Director of Finance, wanted to make sure they know that there is important information in the fiscal impact as part of the motion, that the Finance Department will need to transfer money as per the fiscal impact.

Ms. Castro explained that for the fiscal impact, staff initially estimated a calculation only for the Fire Department and then was informed that it would include Fire and Police so she added up to \$40,000.00. She mentioned that it is difficult to predict since this has never been established before. Therefore, as a precaution, she asked that the Mayor and City Council approve a transfer of budget capacity up to \$200,000.00. She is not planning on transferring the whole amount but on an as-needed basis only.

Council Member Gloria Torres asked if there is an option of looking for new firefighters for the new substation.

Mr. Angel Ramirez, Fire Chief, replied that since it is budget preparation, staff is looking into it or maybe adding firefighters for the next fiscal year. He added that what occurred in December is unique because there were fire personnel out. The Mayor and City Council see \$20,000.00 and it is a lot of money, but he had 17 to 20 guys out on COVID-19 leave in December. Currently, he has a minimum staffing of 13 firefighters a day every day, he has 14 firefighters on each crew. So he can have one (1) person off every day, but he was having three (3) to four (4) firefighters off, which he had to get people to cover those shifts in December and January. As he mentioned at the last work session, he had a crew that worked December 24, 25 and 26 to cover those shifts. This is the reason this matter was brought to the Acting City Manager's attention and the Mayor's.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve Order No. 2022-03 as presented and declare an emergency along with the Capital Outlay Special Revenue transfer up to \$200,000.00 for this fiscal year. 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

Ms. Macuil stated that Ms. Castro feels that the way the motion was stated may not meet the approval of the auditors, so she asked the City Council for a motion to reconsider this item.

MOTION: Mayor Gerardo Sanchez/Council Member Jose Ponce to reconsider the motion for Item No. 6. E. 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

Ms. Macuil indicated that staff recommends the motion to read:

“I move to approve Order No. 2022-03 as presented and declare an emergency and approve budget transfer, as stated in the fiscal impact of this item.”

Mayor Gerardo Sanchez moved to approve the motion and was seconded by Council Member Luis Cabrera. Motion passed unanimously.

The vote was as follows:

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

6. F. Discussion and possible action on any and all matters regarding Resolution No. 2208. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Reclamation to acquire federal right of way land and request authorization for construction of County 24th St. between 10th Avenue and Avenue F-1/2 Roadway Project. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that this resolution is to request permission to build and begin right-of-way from the Bureau of Land Management (BLM). As part of moving this project forward, County 24th Street is going to be a major player in how the circulation happens in San Luis, therefore staff is making this project a priority. City staff has met with BLM and was informed that an application has to be submitted to the Bureau of Reclamation (BOR) and BLM this way whichever agency responsible for this right-of-way grants the permission to the city. Staff is submitting the application to both agencies concurrently. The engineer's estimate is over \$2 million and there is \$1.3 million allocated for this project; the city's match is approximately \$1 million.

Mayor Gerardo Sanchez mentioned that he will ask Mr. Luis Ramirez, Lobbyist, to write letters to the congressional delegation. Adding that Congressmen and the State should get involved. The city is trying to get funding for the expansion of Cesar Chavez Boulevard but the city also needs an alternative option to the subdivisions.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve and adopt Resolution No. 2208 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. G. Discussion and possible action on any and all matters regarding Resolution No. 2209. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management to acquire federal right of way land and request authorization for construction of County 24th Street between 10th Avenue and Avenue F-1/2 Roadway Project. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, said that this is the second resolution and as explained in the prior item, an application needs to be submitted to both agencies, Bureau of Reclamation and Bureau of Land Management.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve and adopt Resolution No. 2209 as presented. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that this past Monday, he testified in front of the Senate Appropriations Committee. He was informed that last night a vote was taken and it was unanimously approved by all members of the Senate.

The city is asking for \$33 million and help from the state, he thanked the staff that accompanied him and the representatives working on this. It will now be up to the House of Representatives and hopefully, the city will obtain the support as well. He added how the expansion of the Port of Entry and Cesar Chavez Boulevard will benefit the City of San Luis and the impact of the economy not only for the city but for the state as well.

He expressed his condolences to the family of the fallen firefighter. He added that it is really sad, especially when being so young. Someone gets exposed and there is always the risk, unfortunately, the city lost another member of its family.

Council Member Luis Cabrera shared that the City Manager's position was posted on the city's website earlier this week, he saw KYMA's press release on the press conference the Mayor had with them. He added that he hopes that the next candidate that is hired, that the City Council comes to a consensus that it is a good asset for the city. He hopes that the Mayor can maintain his seat and the other Council Members get re-elected. He does not foresee a full new City Council coming in December and hopes that whoever is hired is kept as he thinks the City Council is in it together for the best interest of the city.

Mr. Angel Ramirez, Fire Chief, reported that on February 5, 2022, the City of San Luis Fire Department lost one (1) of its firefighters, Mr. Robert Fernandez, he had been with the city for approximately three (3) years. He was a very integral part of the department who was just finishing up his paramedic class and was going to test this month. Unfortunately, due to circumstances, he contracted COVID-19 sometime in late December. He went into the hospital and never came out. Staff has been talking to the family, different Fire and Police Departments locally and from across the state have been reaching out to see what they can do or how they can help. Chief Ramirez added that the viewing will take place next Wednesday, February 16, 2022, at Desert Valley Mortuary from 5:00 p.m. to 9:00 p.m. A mass will take place on Thursday at Immaculate Conception Church. There will be a procession after the mass that will come to San Luis and then the final resting place will be in Foothills at Sunset Vista. He added that once he has all the complete details he will send an email to the Mayor, City Council and staff. The morale at the San Luis Fire Department is upset, especially his crew, they are hurting but they are still working through it and continue to provide the services to the residents.

8. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:05 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 February 9, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. B.

Meeting Date: 02/23/2022

Summary

DISBURSEMENTS FROM FEBRUARY 1, 2022 THROUGH FEBRUARY 14, 2022

Total Disbursements \$822,557.58

(Eight Hundred Twenty-Two Thousand, Five Hundred Fifty-Seven Dollars and Fifty-Eight Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING FEB 23, 2022 Disbursement Report from 02/01/2022 TO 02/14/2022

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	02/01/2022	\$ 365,565.16	Schedule A
Payroll Check Account	02/02/2022	\$ 4,701.11	Schedule B
Accounts Payable Check Account	02/03/2022	\$ 202,805.72	Schedule C
Accounts Payable Check Account	02/10/2022	\$ 249,485.59	Schedule D

Total Disbursements: \$ 822,557.58

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:

[Signature]

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2022 FEB 14 P 1:27

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 01/15/22 - 01/28/22

Pay Batch 202203

PSPRS FIRE DB RATE - TIER 3	2,963.95	29,818.00	Electrician	60.29	1,920.00
PSPRS FIRE DC RATE - TIER 3	167.77	1,864.16	FIREFIGHTERS & DRIVERS	4,599.60	96,833.82
PSPRS FIRE DISABILITY RATE	16.40	1,864.16	GARBAGE/ ASH/ REFUSE	371.30	5,940.81
PSPRS POLICE DB RATE - TIER	4,346.61	56,818.36	Homemaker Service	21.63	944.41
PSPRS POLICE DB RATE - TIER	2,503.43	21,488.56	MUNICIPAL/ TOWN/	94.04	5,373.93
PSPRS POLICE DB RATE - TIER 2	1,141.94	9,802.01	PARKS- NOC ALL EMPLOYEES	704.44	22,723.53
PSPRS POLICE DB RATE - TIER 3	3,598.21	36,199.25	POLICE OFFICERS	6,208.37	130,701.86
STANDARD LIFE ADDTNL	1,100.13	.00	RECREATION- ALL EMPLOYEES/	222.90	16,269.95
TRANSWESTERN MEXICAN	97.00	.00	SEWAGE DISPOSAL/ PLANT	663.61	19,291.10
U.S. MEX DENTAL - EE &	574.84	.00	Street or Road Construction	1,860.96	21,075.29
U.S. MEX DENTAL - EE &	164.24	.00	WATERWORKS OPERATIONS	566.40	16,322.50
UNITED WAY	14.00	.00	Total	<u>\$17,429.91</u>	
US & MEX DENTAL= FAMILY	563.64	.00			
US & MEX HEALTH = C	5,693.60	.00	<u>Direct Deposits</u>		<u>Amount</u>
US & MEX HEALTH = FAMILY	6,532.20	.00	1st Bank Yuma		29,434.82
US & MEX HEALTH = SP	1,565.74	.00	ACADEMY BANK		2,288.33
VSP - VISION CHILDREN	233.64	.00	Bank of America		200.00
VSP - VISION FAMILY	350.46	.00	Bankcorp		300.00
VSP - VISION SPOUSE	97.35	.00	Charles Sch		200.00
Net	<u>\$365,565.16</u>		Chase Bank		174,955.84
			chase centro		1,150.18
			Federal Credit Union		39,850.62
			FF CREDIT UNION		1,904.09
			FIREFIGHTER FIRST CREDIT UNION		5,905.56
			MIT FEDERAL CREDIT UNION		427.61
			National Bank		2,476.49
			Navy Federal		23,437.98
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		723.41
			Sunbank		1,776.55
			THE FOOTHILLS BANK		804.10
			USAA FEDERAL SAVING		780.94
			VANTAGE WEST		1,420.29
			WASHINGTON FEDERAL		1,862.92
			Wells Fargo		74,022.90
			WELLS FARGO CALE		1,134.44
			Total		<u>\$365,177.07</u>
			Check		\$388.09

Monica
Castro

Digitally signed by: Monica Castro
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mcastro@sanluisaz.gov C = AD
Date: 2022.02.03 13:09:03 -07'00'



Pay Day Register

Pay Date Range 02/01/22 - 02/01/22
Pay Batch 202202M

Pay Batch 202202M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 2

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,750.00	ASRS Council	900.00
806 - TELEPHONE STIPEND	.0000	200.00	Imputed Income		ASRS LTD Council	900.00
Total	0.0000	\$7,750.00	FEDERAL TAX WITHHOLDING	77.07	ASRS/EORP - LEGACY RATE	900.00
			SOCIAL SECURITY TAX	480.50	Dental Council	.00
			MEDICARE	112.40	EODCRS - COUNCIL	1,800.00
			STATE WITHHOLDING	112.57	EODCRS - DISABILITY	1,800.00
			ASRS Council	109.98	EODCRS/EORP LEGACY RATE	1,800.00
			ASRS LTD Council	1.71	Health Council	.00
			Council Retirement EORP	447.50	Retirement Council EORP	4,850.00
			Dental Council	174.38	Vision Council	.00
			EODCRS - COUNCIL	144.00	Total	\$10,559.49
			EODCRS - DISABILITY	2.26		
			GARNISHMENT	221.11	Workers' Comp	Gross Base
			Medical Council	1,108.53	MUNICIPAL/ TOWN/	7,750.00
			MISCELLANEOUS	5.00	Total	\$135.65
			Vision Council	51.88		
			Net	\$4,701.11	Direct Deposits	Amount
					1st Bank Yuma	730.78
					Chase Bank	738.14
					Federal Credit Union	1,081.32
					Navy Federal	560.30
					REALTORS FED CRED UNION	22.54
					WASHINGTON FEDERAL	797.17
					Wells Fargo	770.86
					Total	\$4,701.11
					Check	\$0.00

Monica
Castro

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mcastro@santitas.gov C = AD
Date: 2022.02.03 13:02:37 -0700

Schedule B

Payment Register

From Payment Date: 1/31/2022 - To Payment Date: 2/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
100998	01/31/2022	Open			Accounts Payable	CHAVEZ, NOEL	\$226.00		
100999	02/01/2022	Open			Utility Management Refund	ARELLANO LARA, KARINA	\$33.02		
101000	02/01/2022	Open			Utility Management Refund	RIOS, MARIA, R	\$38.49		
101001	02/01/2022	Open			Utility Management Refund	VILLA, ANDREA	\$137.72		
101002	02/01/2022	Open			Accounts Payable	AG WEST LOGISTICS LLC	\$8,437.60		
101003	02/02/2022	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
101004	02/02/2022	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
101005	02/02/2022	Open			Accounts Payable	FOP/ALC	\$375.00		
101006	02/02/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$311.10		
101007	02/02/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$345.00		
101008	02/02/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,099.56		
101009	02/02/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
101010	02/02/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC.	\$96.50		
101011	02/02/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,110.00		
101012	02/03/2022	Open			Accounts Payable	24 KARAT JEWELERS	\$465.09		
101013	02/03/2022	Open			Accounts Payable	ALLDATA LLC	\$1,584.00		
101014	02/03/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
101015	02/03/2022	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$39.08		
101016	02/03/2022	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$441.15		
101017	02/03/2022	Voided		02/03/2022	Accounts Payable	AT&T MOBILITY LLC	\$3,896.78		
101018	02/03/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,001.45		
101019	02/03/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$147.96		
101020	02/03/2022	Open			Accounts Payable	BILL ALEXANDER FORD	\$301.26		
101021	02/03/2022	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$582.34		
101022	02/03/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$7,073.53		
101023	02/03/2022	Open			Accounts Payable	BTE BODY COMPANY INC	\$4,988.73		
101024	02/03/2022	Open			Accounts Payable	CENTURYLINK	\$1,337.69		
101025	02/03/2022	Open			Accounts Payable	CENTURYLINK	\$298.38		
101026	02/03/2022	Open			Accounts Payable	CERDA, JOSSUE	\$209.00		
101027	02/03/2022	Open			Accounts Payable	CHANG, SANDRA, R	\$30.00		
101028	02/03/2022	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$108.40		
101029	02/03/2022	Open			Accounts Payable	COCOPAH CASINO	\$470.50		
101030	02/03/2022	Open			Accounts Payable	CORNEJO, LAURA	\$38.56		
101031	02/03/2022	Open			Accounts Payable	CORONA, FERNANDO	\$209.00		
101032	02/03/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$525.85		
101033	02/03/2022	Open			Accounts Payable	ESTRADA, LETICIA	\$41.84		

Schedule C

Payment Register

From Payment Date: 1/31/2022 - To Payment Date: 2/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101034	02/03/2022	Open			Accounts Payable	FERGUSON WATERWORKS	\$7,670.89		
101035	02/03/2022	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$373.49		
101036	02/03/2022	Open			Accounts Payable	GARCIA YEOMANS, LORENA, M	\$60.00		
101037	02/03/2022	Open			Accounts Payable	GREEN TECH PLUMBING	\$2,750.00		
101038	02/03/2022	Open			Accounts Payable	GUERRERO, IVONNE	\$30.00		
101039	02/03/2022	Open			Accounts Payable	HEMMER, ADRIAN	\$133.00		
101040	02/03/2022	Open			Accounts Payable	HOPPSTETTER'S OFFICE CITY	\$3,576.33		
101041	02/03/2022	Open			Accounts Payable	IMAGE TREND, INC	\$2,164.91		
101042	02/03/2022	Open			Accounts Payable	IPS GROUP INC	\$527.27		
101043	02/03/2022	Open			Accounts Payable	IRON MOUNTAIN INC	\$139.25		
101044	02/03/2022	Open			Accounts Payable	J2 ENGINEERING & ENVIR DESIGN LLC	\$6,071.21		
101045	02/03/2022	Open			Accounts Payable	LOOMIS	\$919.36		
101046	02/03/2022	Open			Accounts Payable	MEZA CAMACHO, JUAN	\$30.00		
101047	02/03/2022	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$53.00		
101048	02/03/2022	Open			Accounts Payable	MILLER, DAMIAN	\$133.00		
101049	02/03/2022	Open			Accounts Payable	MYERS TIRE SUPPLY DISTRIBUTION INC	\$382.72		
101050	02/03/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$170.25		
101051	02/03/2022	Open			Accounts Payable	OFFICE DEPOT	\$2,748.46		
101052	02/03/2022	Open			Accounts Payable	PETTY CASH/RECREATION	\$160.00		
101053	02/03/2022	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$12,583.76		
101054	02/03/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$562.07		
101055	02/03/2022	Open			Accounts Payable	QUINN LIFT INC	\$1,125.80		
101056	02/03/2022	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,142.16		
101057	02/03/2022	Open			Accounts Payable	RUIZ, OSCAR	\$133.00		
101058	02/03/2022	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$19,558.42		
101059	02/03/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$70.40		
101060	02/03/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$634.99		
101061	02/03/2022	Open			Accounts Payable	SUN BADGE CO.	\$1,129.00		
101062	02/03/2022	Open			Accounts Payable	THE ARTINA GROUP	\$580.16		
101063	02/03/2022	Open			Accounts Payable	THE HOME DEPOT	\$482.70		
101064	02/03/2022	Open			Accounts Payable	VEGA, MAYRA	\$30.00		
101065	02/03/2022	Open			Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.	\$2,800.00		
101066	02/03/2022	Open			Accounts Payable	VILLA, CLAUDIA	\$260.00		
101067	02/03/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,210.52		
101068	02/03/2022	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	\$187.66		
101069	02/03/2022	Open			Accounts Payable	USA BLUE BOOK	\$475.18		
101070	02/03/2022	Open			Accounts Payable	CONSTRUCTION PRODUCT MARKETING, LLC	\$618.62		
101071	02/03/2022	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$1,487.97		
101072	02/03/2022	Open			Accounts Payable	AT&T MOBILITY LLC	\$49.76		
101073	02/03/2022	Open			Accounts Payable	AT&T MOBILITY LLC	\$3,847.02		
101074	02/03/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$3,143.95		
Type Check Totals:									
							77 Transactions	\$119,329.66	

Payment Register

From Payment Date: 1/31/2022 - To Payment Date: 2/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	34	\$83,476.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	34	\$83,476.06	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	110	\$198,908.94	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$3,896.78	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	111	\$202,805.72	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	76	\$115,432.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$3,896.78	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	77	\$119,329.66	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	34	\$83,476.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	34	\$83,476.06	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	110	\$198,908.94	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$3,896.78	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	111	\$202,805.72	\$0.00	

David
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David Espitia
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despitia@sanluisaz.gov
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Payment Register

From Payment Date: 2/7/2022 - To Payment Date: 2/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101075	02/07/2022	Open			Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES	\$900.00		
101076	02/08/2022	Open			Utility Management Refund	PEREZ ASCENCION & JUANA M	\$195.29		
101077	02/10/2022	Open			Accounts Payable	2477 GET FIT LLC	\$1,458.00		
101078	02/10/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,827.52		
101079	02/10/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$40.00		
101080	02/10/2022	Open			Accounts Payable	AMREP INC.	\$834.35		
101081	02/10/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
101082	02/10/2022	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$12,110.67		
101083	02/10/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$896.91		
101084	02/10/2022	Open			Accounts Payable	BELTRAN, LEANNA	\$270.00		
101085	02/10/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$1,150.37		
101086	02/10/2022	Open			Accounts Payable	BTE BODY COMPANY INC	\$2,265.21		
101087	02/10/2022	Open			Accounts Payable	CASTRO, YAQUELIN	\$150.00		
101088	02/10/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$745.45		
101089	02/10/2022	Open			Accounts Payable	CHAVEZ, NOEL	\$756.01		
101090	02/10/2022	Open			Accounts Payable	CORTEZ, GLORIA	\$2,000.00		
101091	02/10/2022	Open			Accounts Payable	CREATIVE BUS SALES, INC	\$89,166.00		
101092	02/10/2022	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
101093	02/10/2022	Open			Accounts Payable	FBI-LEEDA	\$50.00		
101094	02/10/2022	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$1,493.97		
101095	02/10/2022	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$897.37		
101096	02/10/2022	Open			Accounts Payable	GONZALEZ, VERONICA	\$5,000.00		
101097	02/10/2022	Open			Accounts Payable	GREEN TECH PLUMBING	\$2,520.00		
101098	02/10/2022	Open			Accounts Payable	GUEVARA, ALAN	\$81.36		
101099	02/10/2022	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$233.10		
101100	02/10/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$2,060.49		
101101	02/10/2022	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$594.87		
101102	02/10/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$3.61		
101103	02/10/2022	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$291.54		
101104	02/10/2022	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$20.00		
101105	02/10/2022	Open			Accounts Payable	MAX SUPPLIES AND SERVICES LLC	\$658.74		
101106	02/10/2022	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$174.07		
101107	02/10/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$116.54		
101108	02/10/2022	Open			Accounts Payable	NEGRETE, ROSALINA	\$2,500.00		
101109	02/10/2022	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$138.87		
101110	02/10/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$444.92		
101111	02/10/2022	Open			Accounts Payable	OFFICE DEPOT	\$1,537.52		
101112	02/10/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$2,906.53		
101113	02/10/2022	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		

Payment Register

From Payment Date: 2/7/2022 - To Payment Date: 2/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101114	02/10/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$400.00		
101115	02/10/2022	Open			Accounts Payable	RESILITE SPORTS PRODUCTS INC	\$950.00		
101116	02/10/2022	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,176.95		
101117	02/10/2022	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$588.74		
101118	02/10/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$4,482.82		
101119	02/10/2022	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$194.00		
101120	02/10/2022	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	\$6,568.54		
101121	02/10/2022	Open			Accounts Payable	UNITED STATES TREASURY	\$221.11		
101122	02/10/2022	Open			Accounts Payable	VALENZUELA, JAIME	\$108.85		
101123	02/10/2022	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,480.04		
101124	02/10/2022	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$2,652.62		
101125	02/10/2022	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$189.89		
101126	02/10/2022	Open			Accounts Payable	FEDERAL EASTERN INTERNATIONAL LLC	\$2,745.61		
101127	02/10/2022	Open			Accounts Payable	WAYTEK INC	\$490.90		
Type Check Totals:									
EFT									
53 Transactions							\$164,682.63		
867	02/10/2022	Open			Accounts Payable	ALSCO, INC	\$803.37		
868	02/10/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,318.36		
869	02/10/2022	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$1,597.52		
870	02/10/2022	Open			Accounts Payable	CDWG	\$2,166.63		
871	02/10/2022	Open			Accounts Payable	CITY OF YUMA	\$663.40		
872	02/10/2022	Open			Accounts Payable	CONTROLS ENGINEERING SOLUTIONS LLC	\$800.00		
873	02/10/2022	Open			Accounts Payable	CSC OF YUMA	\$533.77		
874	02/10/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$181.00		
875	02/10/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$69.72		
876	02/10/2022	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	\$341.21		
877	02/10/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$874.00		
878	02/10/2022	Open			Accounts Payable	FRUTH GROUP INC	\$1,337.51		
879	02/10/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$748.00		
880	02/10/2022	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$698.53		
881	02/10/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$34,974.61		
882	02/10/2022	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,644.68		
883	02/10/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$800.00		
884	02/10/2022	Open			Accounts Payable	PURCHASE POWER	\$1,060.98		
885	02/10/2022	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$10,741.84		
886	02/10/2022	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,583.33		
887	02/10/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$44.82		
888	02/10/2022	Open			Accounts Payable	RM GRAPHICS	\$79.00		

Payment Register

From Payment Date: 2/7/2022 - To Payment Date: 2/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
889	02/10/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$1,375.00			
890	02/10/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,120.00			
891	02/10/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,188.20			
892	02/10/2022	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$389.05			
893	02/10/2022	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$86.31			
894	02/10/2022	Open			Accounts Payable	USA BLUE BOOK	\$1,438.10			
895	02/10/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$278.00			
896	02/10/2022	Open			Accounts Payable	YUMA SUN INC	\$1,721.28			
897	02/10/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$2,121.86			
898	02/10/2022	Open			Accounts Payable	YUMA WINNELSON CO.	\$3,586.27			
899	02/10/2022	Open			Accounts Payable	ZOLL MEDICAL CORP	\$1,436.61			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							33 Transactions	\$84,802.96		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$164,682.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$164,682.63	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$84,802.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	33	\$84,802.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$249,485.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 2/7/2022 - To Payment Date: 2/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		\$0.00	\$0.00	
					Total	86	\$249,485.59	\$0.00	
Grand Totals:									
		Checks			Status	Count	Transaction Amount	Reconciled Amount	
					Open	53	\$164,682.63	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	53	\$164,682.63	\$0.00	
		EFTs			Status	Count	Transaction Amount	Reconciled Amount	
					Open	33	\$84,802.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	33	\$84,802.96	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	86	\$249,485.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	86	\$249,485.59	\$0.00	

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 02/23/2022

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

Submitted By: Yigal Duarte, Economic Development Assistant, Administration, Economic Development

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Presentation followed by discussion and possible directions to staff on any and all matters regarding the Yuma Airport Authority update by Gladys Wiggins, Airport Director. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The Yuma Airport Authority met with the City of San Luis staff to discuss the Yuma Airport Authority request to Yuma County to relinquish the Yuma County U.S. Bureau of Reclamation ("BOR") lease for Rolle Airfield. Yuma County is working with the Airport Authority and requested the City of San Luis provide feedback on this request. City staff met with the Airport Authority staff and discussed Rolle Airfield Master Plan and toured the facility. The Yuma Airport Authority would like the opportunity to present to the San Luis City Council and provide an update on the negotiations with BOR and discuss the reasons for taking over the BOR lease.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTION TO STAFF ONLY, NO ACTION.

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 fiscal impact associated with this item.

Attachments

History

County and BOR
Future

Airport repairs old war airfield

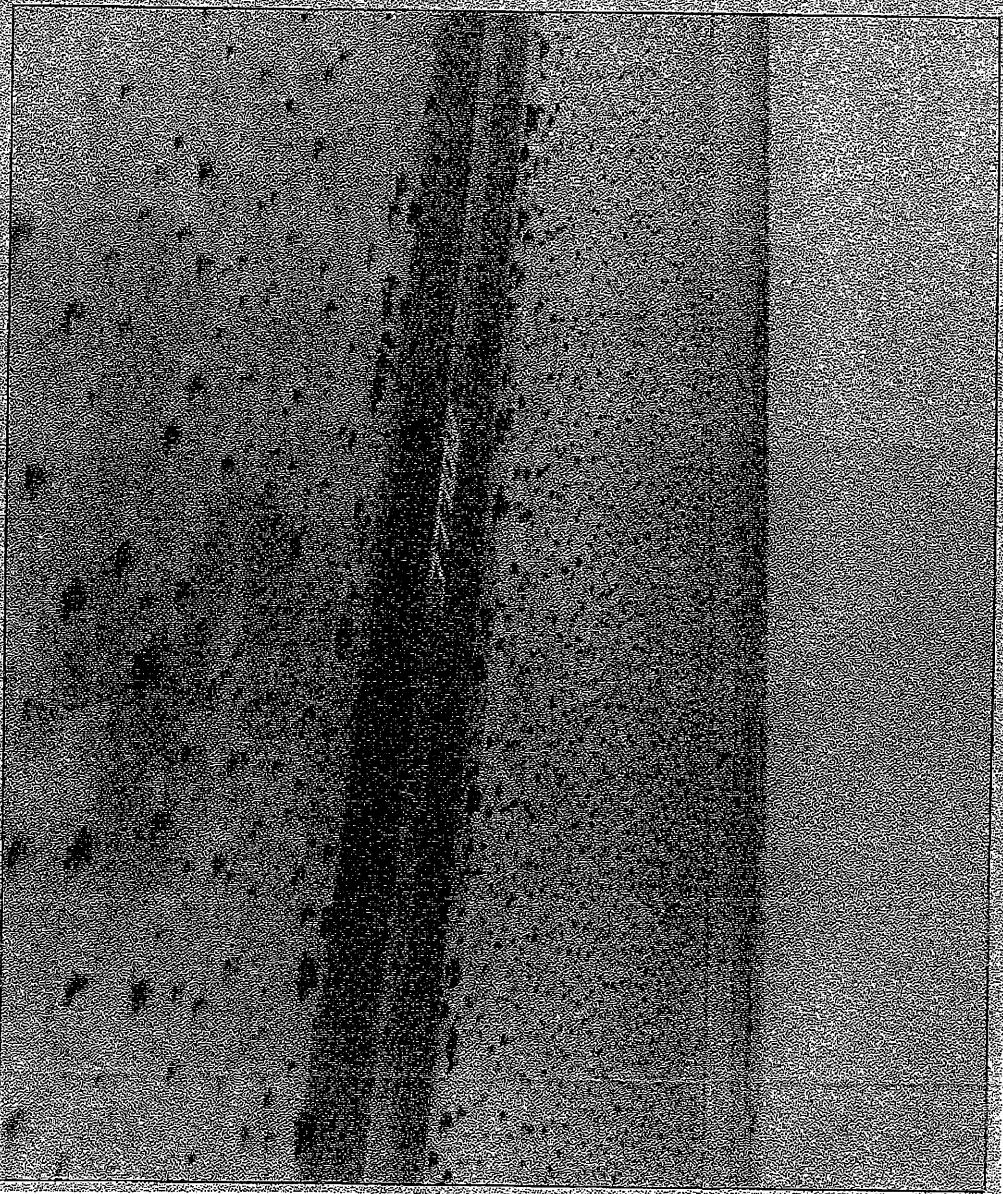
By BOB WENLEY
Staff Writer

One day it may become San Luis International Airport, but for now Yuma Auxiliary Airfield No. 4 will be "Rolle Airfield," named after longtime Yuma County Airport Authority member James B. Rolle.

The strip, about 10 miles southwest of Yuma on the mesa was built during World War II as one of four airstrips in the area to help pilots training at Yuma Army Airfield. Like the others, it was a handy emergency landing field.

Now the airport authority, with Les Lewis as president, is moving to improve the strip, located six miles northeast of San Luis, Ariz. for future use.

The runway is being used as a reliever for pilot training. Student pilots use it for touch-and-go landings instead of coming into the main airport and mixing with



See AIRFIELD, Page 15

Rolle Airfield was Aux. 4 until redesignation; six miles to south is San Luis, Ariz.

THE SAN LUIS REPORT

AIRFIELD

Continued from Page 1

heavy civilian and military traffic," said Donna Murray, Yuma International Airport manager.

As part of the upgrading of the field, the airport authority voted for a name change last summer. The authority decided that the field needed a change from the auxiliary designation to show transient military pilots who have been using the field that it is under civilian control, Murray said.

"They need to check with us when using the field."

Murray said the authority considered a number of names for the field but ultimately decided to honor the late James B. Rolle, a Yuma attorney.

In a letter to Robert C. Bloom, a Federal Aviation Administration supervisor in Los Angeles, Murray wrote, "The Yuma County Airport Authority is a unique organization, and it has taken people of great insight and effort to develop civilian aviation to the extent that it exists today in Yuma. One of those individuals was James B. Rolle.

"As the authority's legal counsel and a director from 1968 until his death in 1983 and president in 1975-76, Jim Rolle provided just that kind of vision and determination. His work in Yuma is deserving of the recognition that comes from great leadership and community service."

The authority has been granted its request that Rolle Airfield be included in the State Aviation System Plan.

The authority also is seeking state funding to secure the landing area, develop an apron area and rehabilitate the runway, Murray said. The authority also is looking for federal funds to help pay for the proposed work.

The county took over control of the field in 1952 and in 1973 designated the airport authority to improve, develop, operate and maintain it. It is located on a full section of land, 480 acres in the typical triangular design of such auxiliary fields as those in the Foothills, Wellton and eastern Yuma County.

As authority president in 1975, Rolle worked out a deal to gain \$25,000 in state money to improve the landing strip with an asphalt pavement. The lease with the U.S. Bureau of Reclamation was renegotiated in 1986 for a 25-year extension.

In past years the strip has been used for agriculture crop dusting operations as well as a hot-rod drag strip. For an aerial photography session last week, John Erwing, president of Sun Western Flyers, provided the aircraft free of charge and went along on the trip.

The airport authority is made up of 15 members with a five-man voting board of directors. Besides Lewis, officers are Wayne Hausmann and F.C. "Frosty" Brades, vice presidents; Ron Harp, secretary, and Ed Zabel, treasurer.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
YUMA PROJECTS OFFICE
YUMA, ARIZONA

DUPLICATE ORIGINAL

6-07-34-L0550

COLORADO RIVER BASIN SALINITY CONTROL PROJECT

Contract and License for Airport Purposes

1. THIS CONTRACT, made as of the 18th day of February, 1986, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, and particularly the Act of August 4, 1939 (53 Stat. 1187), as amended, between the UNITED STATES OF AMERICA, hereinafter styled "United States," acting for this purpose by the Regional Director, Lower Colorado Region, hereinafter referred to as "Contracting Officer," and COUNTY OF YUMA, of the State of Arizona, hereinafter styled "Contractor";

WITNESSETH:

2. WHEREAS, the Contractor desires the right to operate and maintain an airport on lands of the United States primarily for the purpose of operating, maintaining, and managing an airport including, but not limited to, use by farmers and growers of the Yuma area in connection with crop spraying or dusting operation described in Article 6 hereof; and

3. WHEREAS, the granting of such right by the United States and the exercise thereof by the Contractor under the terms and conditions herein provided will not be incompatible with the purposes for which the lands are being administered; and

4. WHEREAS, the Contractor has entered into "Memorandum of Understanding Relating to Reciprocal Use of Rights-of-Way Between Yuma County Highway Department and United States Bureau of Reclamation," No. 5-07-34-L0544, which provides for mutual use of the other's rights-of-way without reimbursement for administrative costs or fair market value.

5. NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows, to wit:

6. Subject to the terms and conditions hereinafter stated, the United States does hereby grant to the Contractor, a license to operate and maintain an airport on the following-described lands of the United States in the County of Yuma, State of Arizona:

Section thirty-five (35), Township ten (10)
South, Range twenty-four (24) West, Gila
and Salt River Meridian, Arizona.

All construction work performed by the Contractor across said lands shall be in conformity with plans and specifications approved by the Contracting Officer and shall be conducted by the Contractor at all times in a manner satisfactory to the Contracting Officer. The Contractor shall not cause or permit the surface of the ground to be altered in such a way as to affect natural drainage without the prior written approval of the Contracting Officer. The Contractor further agrees to keep his improvements to a minimum so as not to disturb the natural contours of the lands and that he will not prospect on or remove materials from the lands.

7. This License to use the lands described in article 6 shall be for a term of twenty-five (25) years from the date of this Contract after which period it may be revoked and terminated by the United States upon giving ninety (90) days written notice to the Contractor of its intention to so revoke and terminate such License. The Contractor shall remove any structures or facilities placed upon the lands by the Contractor prior to the date of expiration of such notice or any extension thereof that may be granted by the United States and shall restore the lands to the condition existing on the date of execution of this License; Provided, That upon failure of the Contractor to remove any such structure or facility or upon failure to restore the lands prior to expiration of such notice, or any extension thereof, the United States may remove any such structure or facility remaining on the lands and restore such lands and charge the expense of such removal and restoration to the Contractor.

8. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for severance or other damage to the Contractor's work; Provided, however, That if such reserved rights are not identified in at least general terms in this grant and exercised for works authorized by the Congress within 10 years following the date of this grant, they will not be exercised unless the

Contractor or Contractor's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the United States will compensate or institute mitigation measures for any resultant damages to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of Contractor's works to accommodate the exercise of the United States' reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the Contractor's works to accommodate the United States' facilities, or may provide other adequate mitigation measures for any damage to the grantee's property or right. The decision to compensate or mitigate is that of the Contracting Officer.

9. The Contractor shall not use the above-described lands for any purpose other than that stated above. The Contractor may, however, construct and erect structures and facilities needed for operating, maintaining and managing the airport and for the storage of crop dusting materials.

10. The operation, maintenance and management of the airport shall be at the sole cost and expense of the Contractor and shall be in accordance with the regulations of the Federal Aviation Administration; and authorized representatives of the Federal Aviation Administration shall have the right at any time to inspect the said airport and all records pertinent to the operation, maintenance and management of same.

11. The United States shall have the right to assume full charge and control of the lands and structures and facilities constructed or erected by the Contractor at such time or times as the President of the United States shall deem the same necessary for military or defense purposes.

12. The Contractor shall at all times, and at the Contractor's sole expense, operate and maintain the said airport and make the necessary repairs and replacements to said airport in a good and workmanlike manner and so as not to interfere with the proper use and operation of or cause injury to any property or works of the United States, its successors or assigns. The Contractor shall reimburse the United States, its successors or assigns for all damage arising out of the utilization of the aforementioned lands and shall promptly pay any bills rendered therefor by the United States.

13. The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damages and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Contractor's activities under this agreement.

14. Subject to the right hereby reserved to the United States to cancel this contract forthwith, by written notice, upon breach by the Contractor of any of the provisions hereof, the term of this contract shall be for the period of twenty-five (25) years from the date hereof; Provided, That on expiration of termination of this contract, all improvements constructed or erected by the Contractor pursuant to this contract shall become the property of the United States.

15. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; Provided, however, That no assignment or transfer of any of the rights of the Contractor hereunder shall be made without the prior written consent of the United States.

16. (a) Any notice, demand, or request required or authorized by this license to be given or made to or upon the United States shall be deemed properly given or made if delivered, or mailed postage prepaid, to Project Manager, Yuma Projects Office, Bureau of Reclamation, Post Office Bin 12487, Yuma, Arizona 85365.

(b) Any notice, demand, or request, required or authorized by this agreement to be given or made to or upon the Contractor shall be deemed properly given or made if delivered, or mailed postage prepaid, to the Contractor at the address given at the foot of this contract.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

17. All Departments, Bureaus and Agencies of the United States operating aircraft shall have free and unrestricted use of said airport and shall have the right to use and obtain services, fuel, lubricants and other supplies and facilities as may be provided at the airport at prices not in excess of prices charged others for similar services, supplies and facilities.

18. Neither this license nor any interest herein shall be transferred by the Contractor without the written consent of the United States.

19. There is reserved to the United States all uranium, thorium, or any other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

20. The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the Contractor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

21. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

22. During the performance of this contract the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

APPROVED AS TO LEGAL SUFFICIENCY THE UNITED STATES OF AMERICA,

By: Inty L. Dorchum 3-12-86
Field Solicitor

By: [Signature]
Regional Director
Lower Colorado Region

YUMA COUNTY

By:

[Signature]

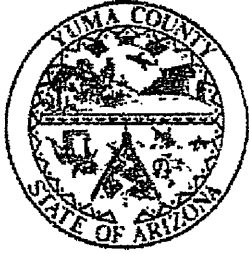
Title:

Chairman

Address:

P.O. Box 1112

Yuma, AZ 85364



Yuma County
Yuma, Arizona

OFFICE OF THE
BOARD OF SUPERVISORS
Redondo Square
P.O. Box 1112
Yuma, Arizona 85364
Phone 782-4534

BOB McCLENDON
DISTRICT 1

GARY MUNK
DISTRICT 2

RAY MOORE
DISTRICT 3

CLYDE CUMING
DISTRICT 4

PAT CONNER
DISTRICT 5

ANDREW O. TORRES
COUNTY ADMINISTRATOR

RESOLUTION NO. 86-11

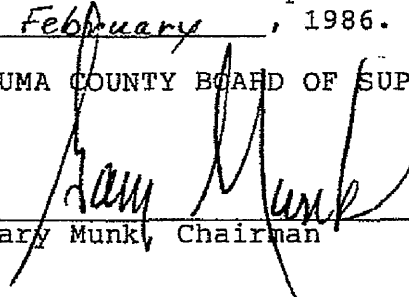
WHEREAS, the Board of Supervisors of the County of Yuma hereby approves a Lease Agreement to be entered into with the U. S. Department of the Interior for a contract and license for airport purposes.

WHEREAS, the term of the contract being twenty-five (25) years upon the signature of the Chairman.

NOW, THEREFORE, BE IT RESOLVED, That the Chairman is authorized to sign this Lease Agreement on behalf of the Yuma County Board of Supervisors.

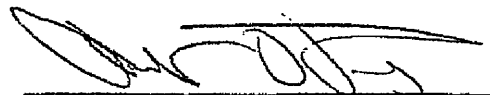
PASSED and ADOPTED by the Board of Supervisors of Yuma County, this 18th day of February, 1986.

YUMA COUNTY BOARD OF SUPERVISORS



Gary Munk, Chairman

ATTEST:



Andrew O. Torres, Clerk/
Yuma County Administrator

1986 License
and
Extension to
2034

Contract No. 6-07-34-L0550
Amendment No. 1

**DUPLICATE
ORIGINAL**

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION
YUMA AREA OFFICE
YUMA, ARIZONA

COLORADO RIVER BASIN SALINITY CONTROL PROJECT
PROTECTIVE AND REGULATORY PUMPING UNIT
TITLE I DIVISION, FIVE MILE ZONE
ARIZONA

AMENDATORY CONTRACT AND LICENSE FOR AIRPORT PURPOSES

1 CONTRACT AND LICENSE No. 6-07-34-L0550 (License), dated February 18, 1986, is
2 amended this 23 day of October, 2009, pursuant to provisions of the
3 Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation Project Act of
4 August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and acts amendatory
5 thereof or supplementary thereto; and the provisions of 43 CFR § 429, between the United States
6 of America, acting through the Bureau of Reclamation, hereinafter referred to as "Reclamation,"
7 represented by the officer executing this License, hereinafter referred to as the "Area Manager,"
8 and the County of Yuma, of the State of Arizona, hereinafter referred to as the "Licensee."
9

10 WITNESSETH:

11
12 WHEREAS, the parties hereto under date of February 18, 1986, entered into a Contract
13 and License to Use Lands for Airport Purposes, bearing Contract No. 6-07-34-L0550 hereinafter
14 referred to as "License,"; and
15

16 WHEREAS, the parties desire to amend the License in the respects hereinafter provided.
17

18 NOW, THEREFORE, in consideration of the mutual covenants and other provisions
19 herein contained, the parties hereto agree as follows:
20

21 1. Article 7 of the License is hereby amended so as to read as follows:
22

23 7. This License to use the lands described in article 6 shall be for a term of
24 twenty-five (25) years from the date of this Contract after which period it may be revoked and
25 terminated by the United States upon giving ninety (90) days written notice to the Licensee of its

26 intention to so revoke and terminate such License. The Licensee shall remove any structures or
27 facilities placed upon the lands by the Licensee prior to the date of expiration of such notice or
28 any extension thereof that may be granted by the United States and shall restore the lands to the
29 condition existing on the date of execution of this License. Provided, that upon failure of the
30 Licensee to remove any such structure or facility or upon failure to restore the lands prior to
31 expiration of such notice, or any extension thereof, the United States may remove any such
32 structure or facility remaining on the lands and restore such lands and charge the expense of such
33 removal and restoration to the Licensee.

34

35 2. Except as herein otherwise provided, each of the provisions of the License shall
36 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names to this AMENDATORY CONTRACT AND LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: Jennifer McCloskey
Jennifer McCloskey
Area Manager
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation
United States Department of the Interior

Date: 10/23/09

ACCEPTANCE:

County of Yuma

By: Thad M. Moore

Title: YCAA President

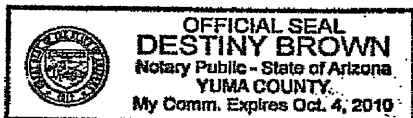
Date: September 16, 2009

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Yuma)

On this 23 day of October, 2009, before me,

Destiny Brown, a Notary Public in and for said County and State
personally appeared Jennifer McCloskey Area Manager, Yuma Area Office,
Lower Colorado Region, Bureau of Reclamation, United States Department of the Interior,
known to me to be the person described in the foregoing instrument, and acknowledged to me
that she executed the same on behalf of the United States of America in the capacity therein
stated and for the purposes therein contained.



[Signature]
Notary Public in and for the
County of Yuma, State of Arizona

My Commission Expires: October 4, 2010



United States Department of the Interior



BUREAU OF RECLAMATION

Yuma Area Office
7301 Calle Agua Salada
Yuma, Arizona 85364

OCT 30 2009

IN REPLY REFER TO:

YAO-7120

LND-6.00

Mr. Craig Williams
Airport Director
Yuma County Airport Authority
2191 East 32nd Street, Suite 218
Yuma, Arizona 85365

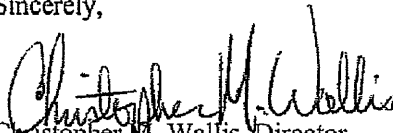
Subject: Yuma County Airport Authority – Amendatory Contract and License No. 06-07-34-L0550 – Amendment No. 1 Relating to Rolle Field License Extension - Colorado River Basis Salinity Control Project Protective and Regulatory Pumping Unit Title I Division, Five Mile Zone, Arizona

Dear Mr. Williams:

Enclosed for your files is a fully executed duplicate original of the subject Contract No. 05-07-34-L0550, Amendment No. 1.

If you have questions, please contact Mr. Cliff Oyama, Lands Team Consultant, at telephone No. 928-343-8542.

Sincerely,


Christopher M. Wallis, Director
Resource Management Office

Enclosure

1 ated herein with respect to the operation of the airport upon the
2 lands covered by the aforesaid license, to the extent that said
3 terms are not inconsistent with the license above described.

4 3. The Yuma County Airport Authority agrees to assume and per-
5 form all of the obligations of the County under said license and
6 to indemnify and hold harmless the County from all liability in
7 connections therewith.

8 This agreement shall be binding upon the parties and successors
9 in office and successors in interest of the parties hereto.

10 IN WITNESS WHEREOF the parties have hereunto set their hands
11 the day and year first above written.

12
13 THE BOARD OF SUPERVISORS OF YUMA
14 COUNTY, STATE OF ARIZONA

15
16 BY *Shirley A. Johnson*

17 ATTEST:

18 *R. J. [Signature]*

19 YUMA COUNTY AIRPORT AUTHORITY, INC

20
21 BY *Theo. L. Madley*

22 Its President

23 ATTEST:

24
25 _____
26 YCAA is the
27 County's
28 "Agent"
29
30
31
32

Yuma International Airport



Yuma County Airport Authority 2191 E 32nd St, Ste 218, Yuma, AZ 85365 (928) 726-5882

June 30, 2015

Maria Ramirez
Area Manager
Bureau of Reclamation
7301 Calle Agua Salada
Yuma, AZ 85364

RE: Request for Contract and License Agreement
Existing Agreement #06-07-34-L0550

Dear Ms. Ramirez,

The Yuma County Airport Authority, Inc. ("the YCAA"), respectfully requests on behalf of the County of Yuma, Arizona ("the County"), that the United States Department of the Interior, Bureau of Reclamation ("the BOR"), consider drafting a new agreement substantially similar to the existing agreement referenced above for the purpose of outlining the terms and conditions of the continued contract and license to use lands for airport purposes. In an attempt to simplify the nature of the agreement and its management, the YCAA is further requesting that the BOR consider entering into this new agreement with the YCAA, rather than the County, as has been done in the past. This letter is intended to provide with you with information necessary to get started, including the the intended use of the lands and suggested terms and conditions desired.

BACKGROUND

The YCAA is an Arizona non-profit corporation and an airport authority in accordance with Arizona Revised Statutes ("A.R.S.") § 28-8411 *et seq.* The YCAA was created in 1965 to manage aviation assets controlled by the County including the Yuma International Airport. The County leases its entire airport facility to the YCAA pursuant to those statutes. In addition to the Yuma International Airport, the County has utilized the YCAA to manage Rolle Field Airport, located in San Luis, Arizona and its related Contract and License Agreement with the BOR since 1972. The County has had an agreement to use the property commonly known as Rolle Field Airport, through a number of agreements with the BOR that dates as far back as the 1950's. The use of the property, which consists of an entire section or one square mile, has essentially remained unchanged over the decades, in that it is the location on which a paved landing strip is used for General Aviation aircraft activity of various types. The Licensee on the current Agreement is the County of Yuma; however, the YCAA manages this property and the related Contract and License Agreement with the BOR on the County's behalf.

The current Agreement and the related Amendment 1, extending the term to October 22, 2034, is attached for your reference as Exhibits A and B, respectively. The YCAA has appreciated the

Request new
lease + possible
move away from
County to YCAA

Cover of 290
page DOC

nature of the agreement, and the community has benefitted greatly from the ability to utilize the resulting improvements to help foster civil aviation in the Southwest region.

MOVING FORWARD

The YCAA was formed pursuant to the amended articles of incorporation attached hereto as Exhibit C for "the development, promotion, and encouragement of transportation into and out of the County of Yuma and other communities in Southern Arizona." Pursuant to A.R.S. §§ 28-8411.A.1, 28-8418.A.2, 28-8423.A and 28-8425.A, copies of which are attached hereto as Exhibits D, E, F and G, a county is authorized to establish and operate an airport and vest authority for control of the same in a body of the county, which may be accomplished through the lease of the airport to such body. Pursuant to A.R.S. 28-8424.A.1, a copy of which is attached hereto as Exhibit H, "a non-profit corporation that is a lessee as provided in section 28-8423 is a validly organized and existing body politic and corporate." The YCAA is such a nonprofit corporation, and is a lessee as contemplated by A.R.S. § 28-8423, and, therefore, a body politic of the State of Arizona. As such, at the YCAA is seeking that the new contract and license agreement be made between the YCAA and the BOR.

The YCAA has been directly responsible for all aspects of the Yuma International Airport since 1966 through its lease with the County attached hereto as Exhibit I (the "Lease"), as amended and extended through its current term, which is set to expire in 2057. The Lease is long term and grants the YCAA exclusive control and operation of Yuma International Airport, as well as responsibility for any associated risks. Since entering into the Lease, YCAA has fulfilled all of its obligations under the Lease, taking full control of and responsibility for all aspects of the operation, maintenance, and leasing of land and facilities as contemplated by and provided for in the Lease. Accordingly, the United States Department of Transportation, Federal Aviation Administration, recognizes the YCAA as the airport sponsor, fully responsible for compliance with thousands of regulations, and provides millions of dollars in capital improvement grants directly to the YCAA.

Simply put, the YCAA is more than qualified to enter into a new contract and license agreement directly with the BOR. If the BOR is agreeable to such a change in the current Contract and License Agreement, the YCAA will provide written evidence of the County's concurrence with such change. Further, since the current Agreement has less than 20 years remaining, the YCAA's ability to obtain grant funding from the Arizona Department of Transportation ("ADOT") necessary to invest in airfield improvements is restricted. Therefore, the YCAA would like to begin work on a new contract and license agreement with the BOR as soon as possible to enhance its ability to secure more ADOT grants for facility improvements.

Additionally, the YCAA is seeking a new agreement between the YCAA and the BOR to reflect the intentions of both parties, including modern language essential to address compliance requirements, as well as the following issues:

1. **Revolving 25-year term.** In an effort to simplify the ability to keep the agreement in compliance with ADOT's requirement of a minimum 20-year term, the YCAA is requesting an initial 25-year term, with three options to renew for five years each. These options could be limited to being exercised during years four, eight and 12, keeping the agreement with an overall term of less than 30 years, but always more than the 20 years, as required by the YCAA's funding sources.
2. **Revising the scope of activity occurring on the property if necessary.** Over time, the most frequent use of the airfield has shifted from almost entirely agricultural related activity to pilot training and the test and evaluation of unmanned aerial systems or UAV's. The intended use of the property is described in Section 2 of the current Agreement which reads:

“[T]he Contractor desires the right to operate and maintain an airport on lands of the United States primarily for the purpose of operating, maintaining, and managing an airport including, but not limited to, use by farmers and growers of the Yuma area in connection with crop spraying or dusting.”

Due to the ever-evolving nature of the aviation industry, for purposes of the new agreement, it may be prudent to limit the references of specific uses of the property and simply reference the intention to “operate and maintain an airport.” If a more specific purpose is necessary in the new agreement, the following activities commonly occur at the Rolle Field Airport today:

- Flight instruction and pilot training
- Practice landings and takeoffs by licensed pilots
- Flight testing of unmanned aerial systems
- Agricultural related aircraft activity
- Military training exercises

It is important to note that the property continues to be utilized for the purposes of operating and maintaining an airport, as it has for decades, without exception.

DEVELOPMENT PLANNING AND ENVIRONMENTAL ASSESSMENT

In an effort to ensure efficient and responsible stewardship of the property, the YCAA has completed a masterplan for the intended use of the property. The Rolle Field Masterplan has been attached as Exhibit J for your reference.

Maria Ramirez
Bureau of Reclamation
Page 4

In order to ensure that the property's intended use is not at odds with responsible stewardship, the YCAA has obtained funding from ADOT to perform an environmental assessment. This funding, represented as ADOT Grant E5S2Z, will fund the completion of an environmental assessment, which will begin in the Summer of 2015. A copy of the grant funding for this study has been attached as Exhibit K.

IN SUMMARY

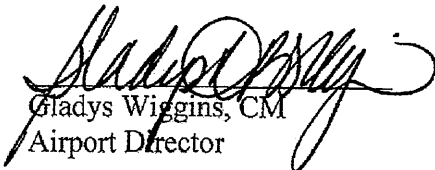
The YCAA looks forward to working with your staff to establish a new agreement with the YCAA to continue to promote and foster responsible civil aviation management in the region.

Your contact for purposes of this new agreement will be:

Gladys Wiggins, CM
Airport Director
2191 East 32nd Street, STE 218
Yuma, AZ 85365
Tel: 928.726.5882
Fax: 928.344.4677
gladys@yumaairport.com

We appreciate everything that you have done in the past to assist us in managing the Rolle Field Airport and look forward to working with you on the new agreement.

YUMA COUNTY AIRPORT AUTHORITY, INC.


Gladys Wiggins, CM
Airport Director



United States Department of the Interior

BUREAU OF RECLAMATION

Lower Colorado Region
Yuma Area Office
7301 Calle Agua Salada
Yuma, AZ 85364

IN REPLY REFER TO

YAO-7120
LND-6.00
2.2.3.18

JUN 21 2018

Ms. Gladys Brown
Airport Director
Yuma County Airport Authority
2191 East 32nd Street, Suite 218
Yuma, AZ 85365

Subject: Yuma County Airport Authority (YCAA) – Contract and License No. 06-07-34-L0550
With Yuma County for Airport Purposes (Contract) – Rolle Airfield – Colorado River
Basin Salinity Control Project – Protective and Regulatory Pumping Unit – Title I
Division, Five Mile Zone, Arizona


Dear Ms. Brown:

We appreciated the opportunity to meet with Mes. Gen Grosse and Sarah Halligan on June 1, 2018, to discuss the subject Contract. It is our understanding that because the remaining term of the current Contract with Yuma County is insufficient in relation to grant funding opportunities, as well as the fact that the YCAA is an entity that is independent of Yuma County, a new agreement with the YCAA for Rolle Airfield is desired. It is also our understanding that you intend to obtain a letter of concurrence from Yuma County for the termination of the subject Contract, concurrent with the execution of a new agreement with YCAA.

Please let this letter serve as confirmation that the Bureau of Reclamation is willing to enter into an agreement with YCAA for airport purposes for Rolle Airfield, contingent upon reaching mutually acceptable terms with YCAA and receipt of written concurrence from Yuma County for termination of the subject Contract.

We look forward to working with your agency in the development of a new agreement for Rolle Airfield. If you have any questions, please contact Mr. Scott Kerns, Realty Specialist, at telephone No. 928-343-8462 or via electronic mail at skerns@usbr.gov.

Sincerely,


Christopher M. Wallis, Chief,
Resource Management Office



Rolle Airfield- YCAA and BOR
Gladys Brown to: Susan Thorpe
Bcc: Junior Hinkle

06/05/2018 01:41 PM

Good Afternoon Susan,

As you know, the County has a "Contract and License Agreement" (the "License") with the US Department of the Interior for a section of land in San Luis, Arizona upon which the Airport Authority has constructed and maintains Rolle Airfield. The "License", which is set to expire in 2034, is managed by the Authority, on the County's behalf, in accordance with action taken by the Board of Supervisors back in 1973. Over the years the Authority has invested a substantial amount of resources into the facility which includes a paved runway and an aircraft hangar building in a secure access-controlled environment.

The Authority is eligible to receive funding from ADOT to support further investment into the airfield, as long as we have the right to manage, operate and control the facility for a minimum of 25 years from the date grant monies are allocated. In an effort to ensure our ability to continue investing in airfield improvements, we have been working with the Bureau of Reclamation (BOR) to get everything in place to extend or hopefully obtain a new License. Since initiating the effort, we have completed a masterplan for the facility, as well as completing an Environmental Assessment and the all important FONSI, it was determined by the BOR that a Categorical Exclusion is expected as we look at improvements within the fenceline. Our intention is to obtain a similar License which provides for use of the property with the following improvements:

- A longer term
- A stipulated series of options to extend, to avoid applying for extensions on a regular basis
- Updating the scope of authorized use to reflect the operations described the masterplan
- Replace the County as the Licensee with the Airport Authority

Rather than continue down the historical path of managing the License on behalf of the County, we have asked the BOR if they would consider establishing a new agreement directly with the Airport Authority. We believe this reflects the intent of the action taken by the Board of Supervisors back in 1973, as well as, our existing relationship. We have avoided approaching the County with this concept until we have received confirmation that they would be willing to do so. The BOR has agreed to work on a new License, with the improvements listed above, including changing the parties to reflect an agreement between the Department of the Interior and the Airport Authority, rather than Yuma County. We expect to receive written notification of their intent in the coming weeks.

This email is intended as a "heads up" on the issue, which we expect to formerly present to your attention once we receive written confirmation from the BOR. Our formal request will contain the necessary additional details and supporting documentation, as well as our commitment to provide your administration with everything necessary to have the issue considered by the Board of Supervisors.

If you have any questions, please do not hesitate to call.

Thank you for your time and always a pleasure working with you,

Gladys

Gladys D. Brown, C.M., C.A.E.

AIRPORT DIRECTOR

Yuma International Airport & Rolle Airfield

2191 E. 32nd Street, Suite 218

ROLLE AIRFIELD

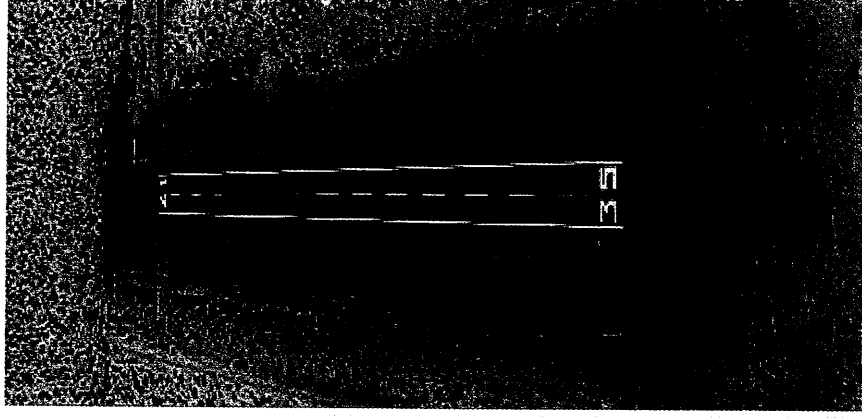
SAN LUIS, ARIZONA



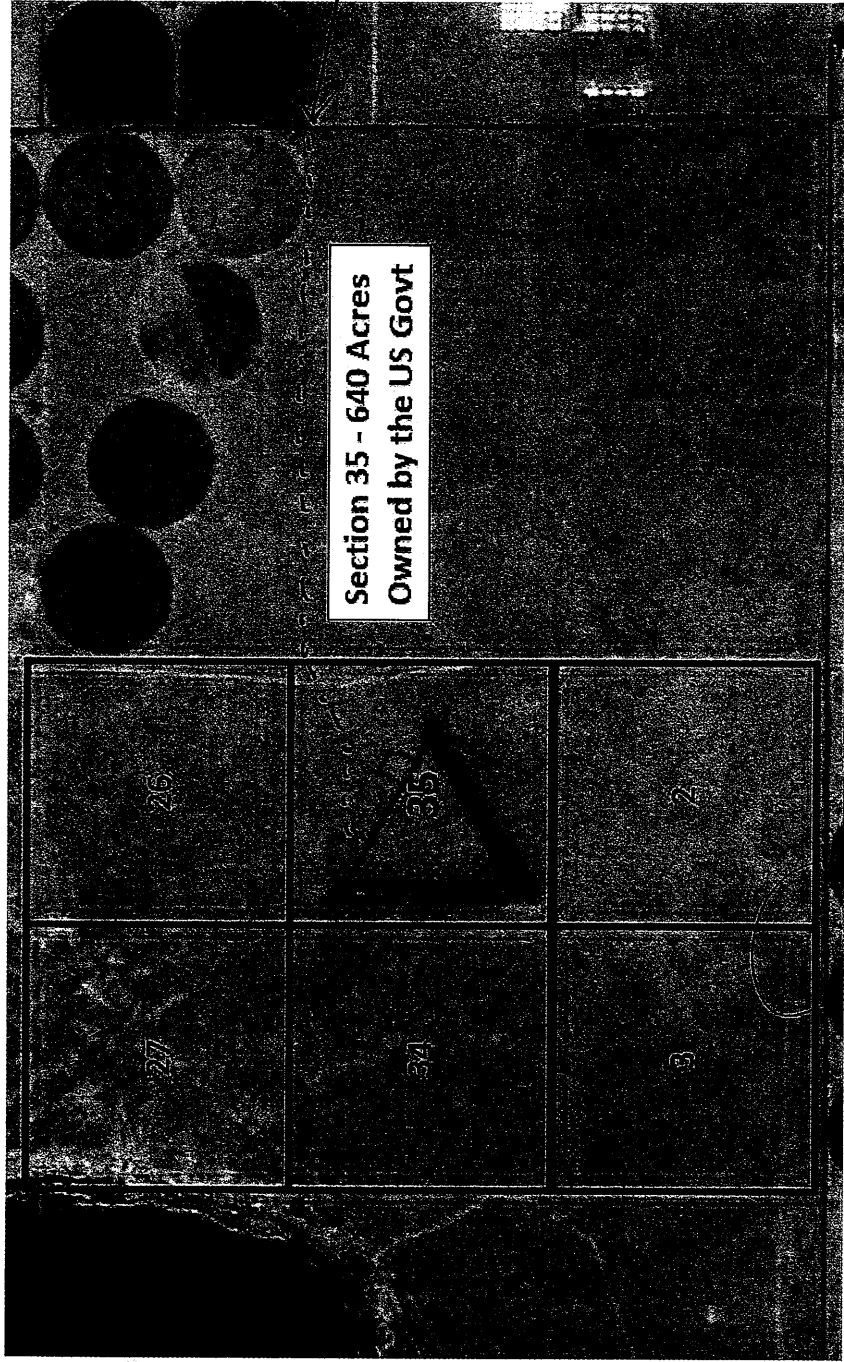
Rolle Airfield

Successful development:

- New Paved 2,800' runway
- 2,500 Sq. Ft. Hangar
- Full Security Fence/Access Control
- Helipad
- Utilized by defense contractors, aviation enthusiasts & the military



Rolle Airfield



COUNTY 21ST STREET
CURRENT ACCESS

Section 35 - 640 Acres
Owned by the US Govt

→ AVE E →

Rolle Airfield – New lease update

- The Airport Authority is the County’s “Agent” in regards to Rolle Field which does not satisfy the necessary element of control necessary to obtain ADOT Capital Improvement Grants
- In October of 2018 the Authority proposed to the County that it consider terminating its lease with the BOR, in favor of the Airport Authority which would satisfy this requirement.
- The BOR is willing to move this direction if the County so desires

Rolle Airfield – New lease update

- The following issues were raised:
 - Does the lease with BOR have any value? ^{NO}
 - Would it be legal to step aside and pass it along to the Authority? ^{YES}
 - Does San Luis support this?
- The County Attorney has verbally expressed his thoughts with YCAA legal counsel and believes that the License Agreement does not have value and taking these steps would be legal.
- The Authority is awaiting Mr. Reyes thoughts after having consulted with the City of San Luis

Yuma International Airport



Yuma County Airport Authority 2191 E 32nd St, Ste 218, Yuma, AZ 85365 (928) 726-5882

PORT OF OPPORTUNITY

March 26, 2020

Dave Wostenberg, PE
Senior Civil Engineer
Yuma County Engineering
2351 W 26th St
Yuma, AZ 85364
David.wostenberg@yumacountyaz.gov

Subject: Avenue E, SR-195 to US Highway 95 project – Letter of Support

Dear Mr. Wostenberg,

This letter is intended to indicate our support of Yuma County's application for funding for the extension of Avenue E from State Route 195 north to connect to US Highway 95 from the Arizona Federal Lands Access Program (FLAP).

The Yuma County Airport Authority (YCAA) manages Rolle Airfield in San Luis, Arizona. The airfield was annexed into the City of San Luis in June 1999. It lies approximately four (4) nautical miles northeast of the center of the City of San Luis, Arizona and five (5) nautical miles south of the City of Somerton, Arizona. U.S. Highway 95 connects both of the communities to the City of Yuma. Rolle Airfield supports general aviation users in Yuma County and the customers of Yuma International Airport's aerospace industrial base, which supports government, civilian and military operations.

Our team has and continues to work closely with the City of San Luis for community planning and development, particularly around Rolle Airfield. Construction of this direct north-south roadway is of extreme interest and importance to the YCAA, and aligns with the YCAA's Rolle Airfield Master Plan by significantly improving access to Rolle Airfield for general aviation and future commercial services, and contribution to the economic development of the City of San Luis as it grows with the expansion of the new Port of Entry at San Luis II.

Aviation activity in Yuma County is an important contributor to the local economy. Successful award and completion of this project will also provide a direct route from the San Luis II border crossing to the Yuma International Airport.

If our team can be of further assistance, please let me know.

YUMA COUNTY AIRPORT AUTHORITY, INC.


Gladys D. Brown, CM, CAE
Airport Director

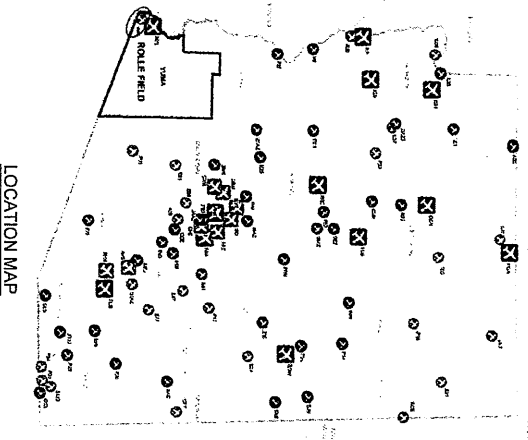


AIRPORT LAYOUT PLAN

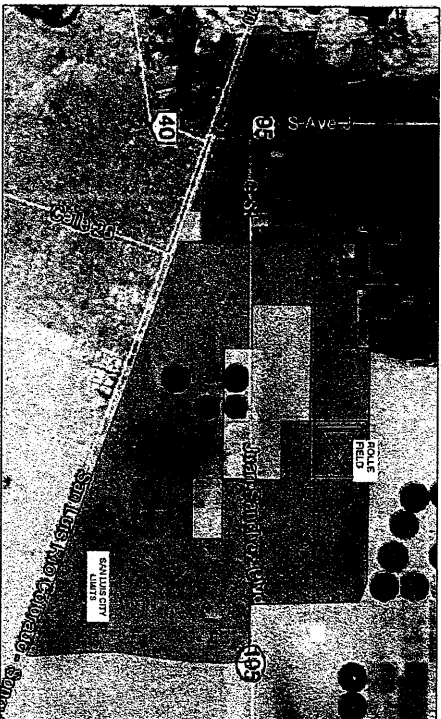
ROLLE FIELD

SAN LUIS, ARIZONA

PREPARED FOR
 YUMA COUNTY AIRPORT
 AUTHORITY
 MAY, 2015



LOCATION MAP



VICINITY MAP

ADOT APPROVAL

MICHAEL KLEIN
 NAME
[Signature]
 SIGNATURE
AERONAUTICS GROUP MANAGER
 TITLE
 May 5, 2015
 DATE

SHEET TITLE

TITLE SHEET	1
DATA SHEET	2
AIRPORT LAYOUT PLAN	3
AIRPORT AIRSPACE DRAWING	4
INNER APPROACH SURFACE DRAWING RWY 17	5
INNER APPROACH SURFACE DRAWING RWY 35	6
TERMINAL AREA DRAWING	7
LAND USE DRAWING	8
EXHIBIT "A" - AIRPORT PROPERTY MAP	9
PUBLIC AIRPORT DISCLOSURE MAP	10

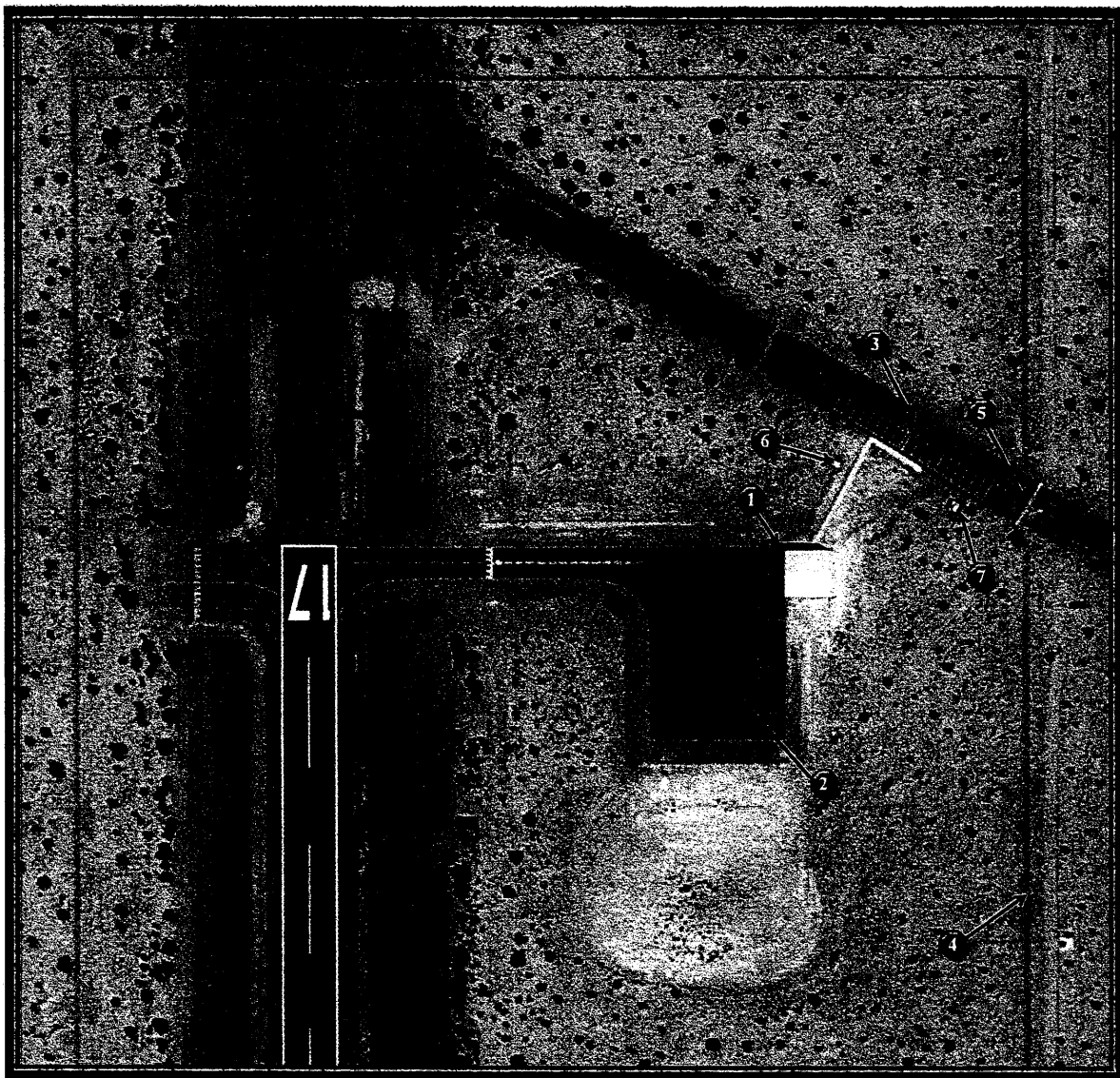
SHEET NO. REVISION DATE

SPONSOR APPROVAL

GLADYS WIGGINS
 NAME
[Signature]
 SIGNATURE
AIRPORT DIRECTOR
 TITLE
 May 5, 2015
 DATE

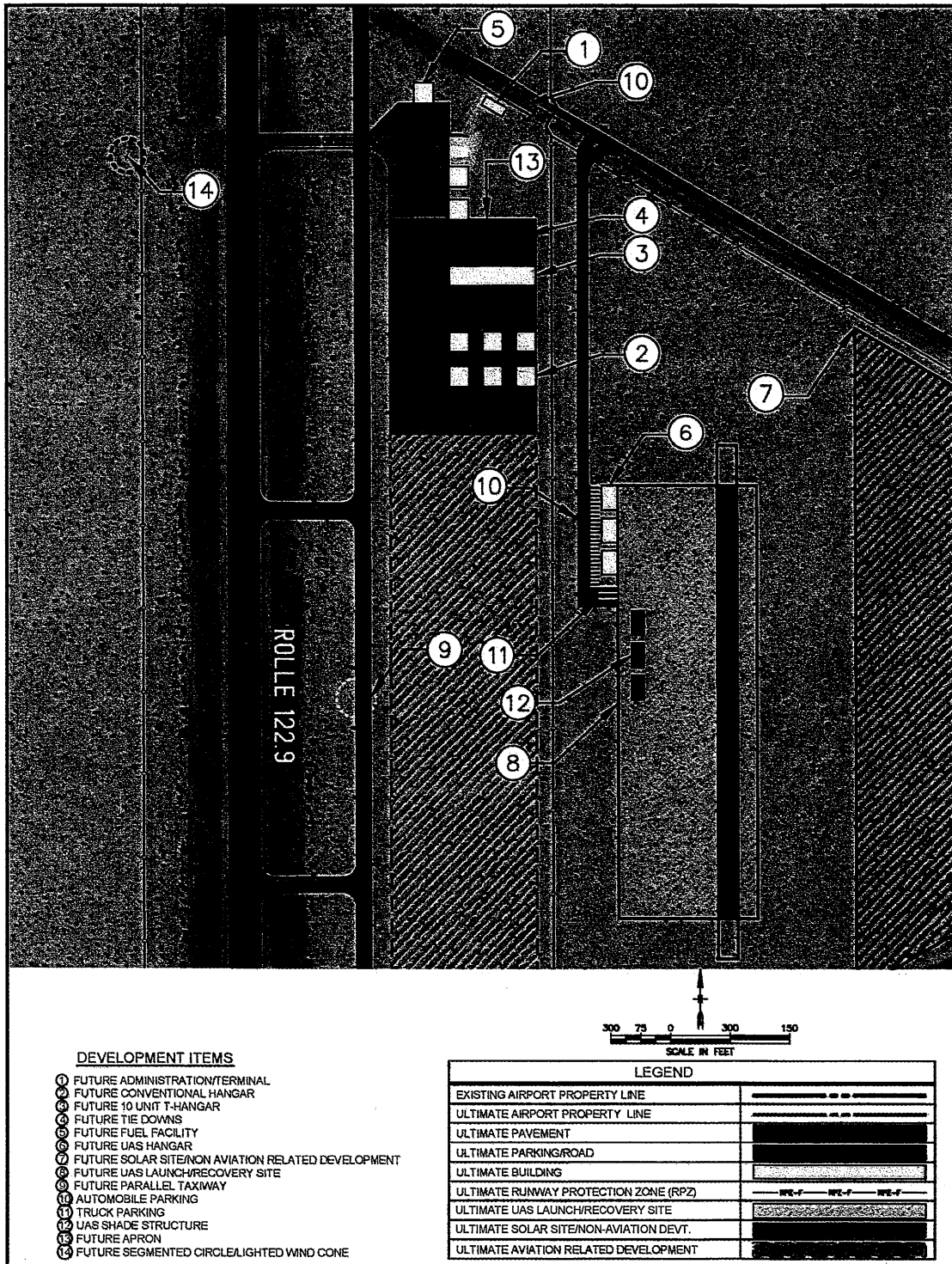
NO.	DESCRIPTION	REVISION	DATE	BY





Existing Facilities - Landside	
1	Aircraft Hangar (50' X 50')
2	Aircraft Parking Apron (4 Tie Downs)
3	Automobile Parking (18 spaces)
4	Chain Link Security Fence - 8'
5	Controlled Access Gate
6	Water Well
7	Diesel Generator

Figure 1-4: Terminal Area



P:\67826001\CAD\Exhibits\Chapter 111-Alt 1 Proposed Facilities.dwg Plotted by brad d'olive on 3/6/2013

Figure 4-3: Alternative 1 Landside

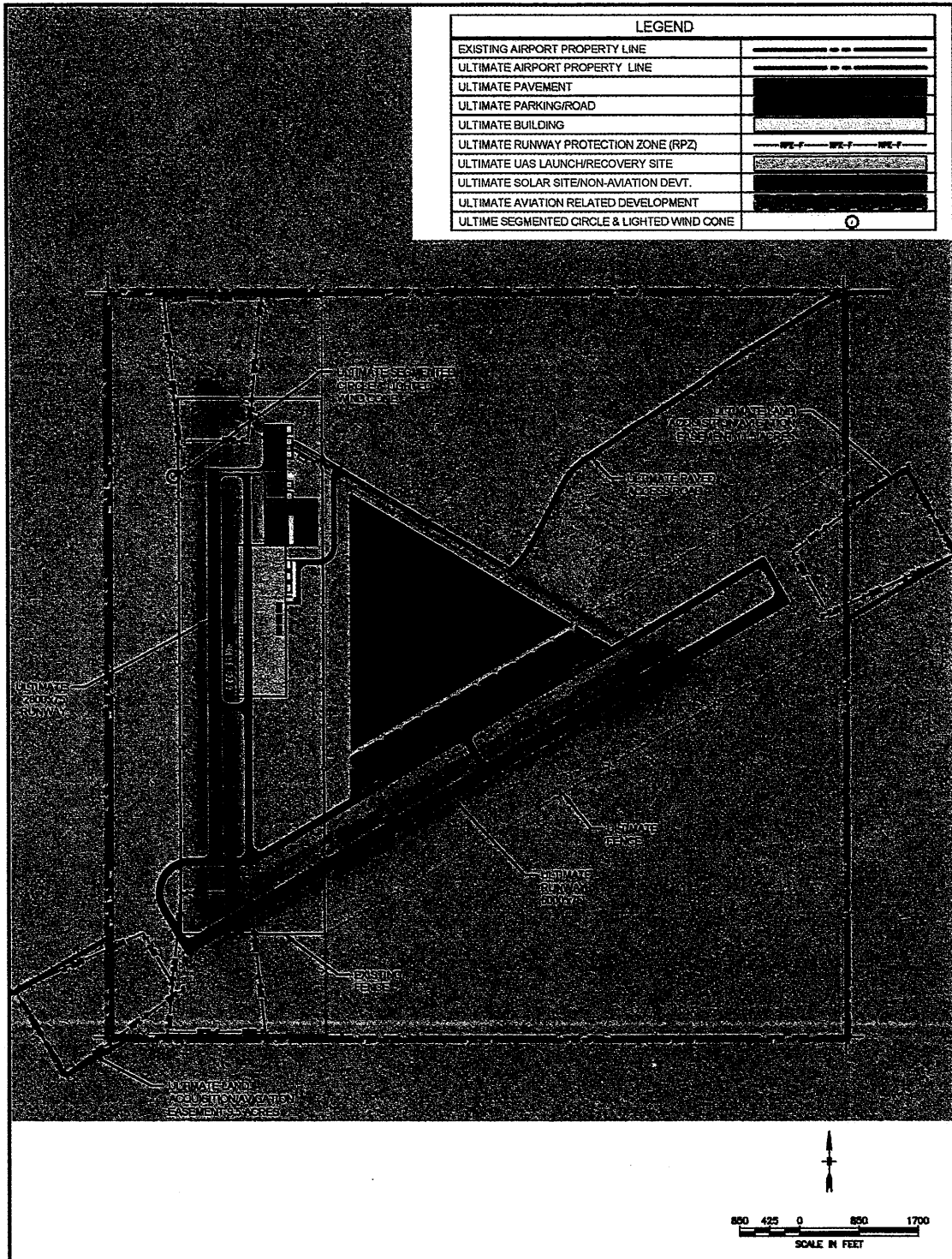


Figure 4-6: Alternative 3 Airside

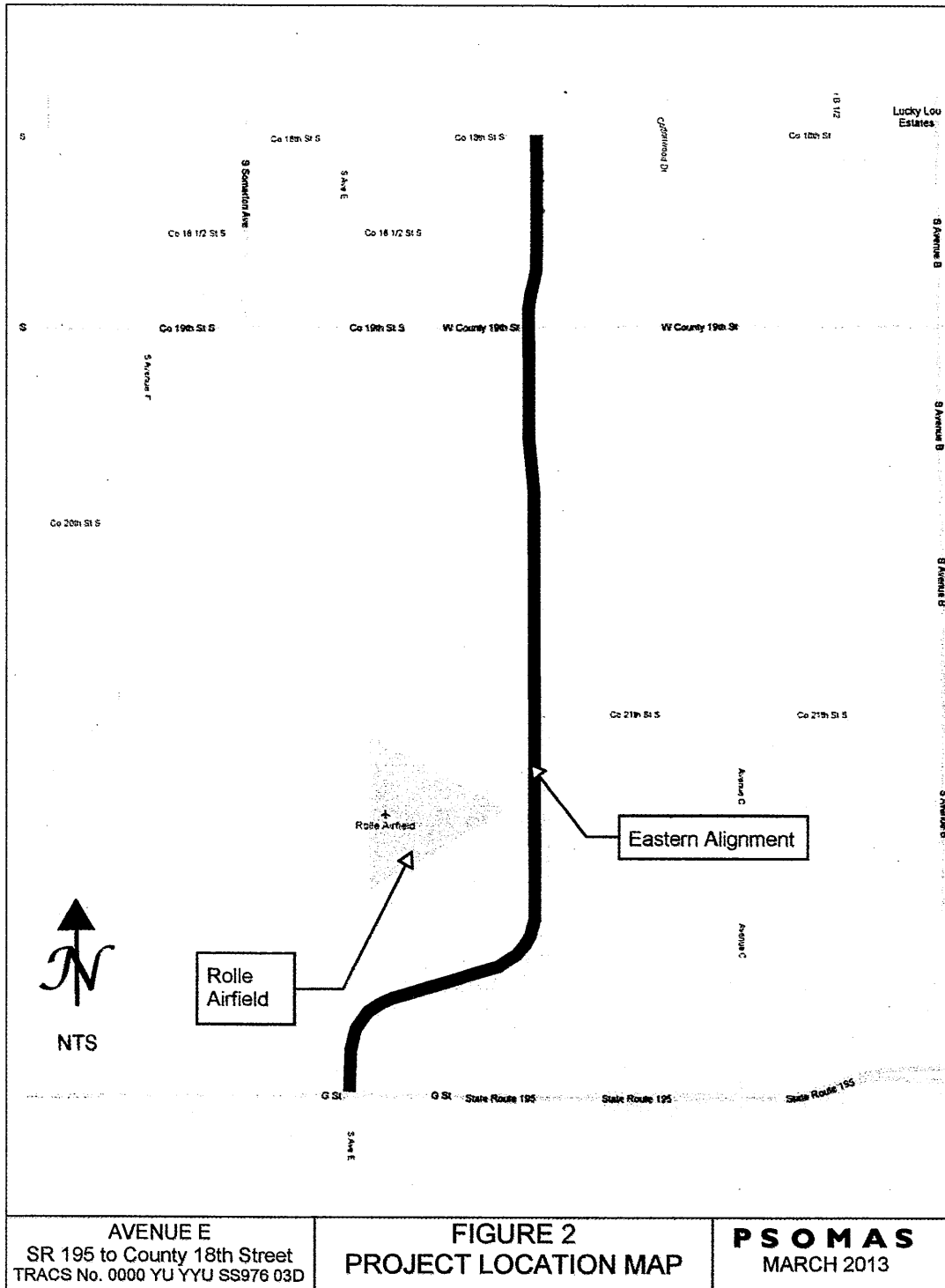


Figure 1- 11 Extension of Ave E., Proposed Alignment

\$100,000
DESIGN RAMP
EXPANSION

Grant Number E1S2G 01D
State/Local Grant
Yuma County Airport Authority
Rolle Airfield Airport

EXHIBIT A

90/10

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 02/23/2022

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the city granting San Luis Industrial Park a conditioned license for a currently unused access easement in the San Luis Industrial Park. This will allow San Luis Industrial Park to lease to Pastor Jose Manuel Castro and the Gethsemani Baptist Church Food Ministry to move the food distribution and storage to San Luis Industrial Park and move out of a residential neighborhood. **(Kay Marion Macuil, City Attorney and Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

Background

The Development Services Division of the Planning and Zoning Department has been receiving complaints from neighbors to the Gethsemani Food Ministry on B Street. The problem is that the ministry is near residential housing. Noisy diesel truck engines run for hours while people are trying to sleep. Recently a complaint was lodged about trash.

Pastor Jose Manuel Castro Gethsemani Food Ministry distributes food to the needy. Pastor Castro entered into a lease at the San Luis Industrial Park to store and distribute the food for the ministry.

The lease was not on a lot but an access easement; because the access easement has never been used or developed, it wasn't until the plat was reviewed that it was discovered that the leased land is an access easement dedicated to the city.

License

Assistant City Attorney Glenn Gimbut drafted the attached license with the San Luis Industrial Park. It allows the Industrial Park's lease with Pastor Castro while at the same time, the city may revoke the permission in the future if there arises a need for access there. The license is conditioned on Pastor Castro removing the food distribution and storage from all the places on B Street.

Next Steps

The San Luis Industrial Park will need to apply administratively at the Public Works Department for an encroachment permit.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ENCROACHMENT PERMIT AND LICENSE AGREEMENT WITH THE SAN LUIS INDUSTRIAL PARK 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 discernable fiscal impact associated with this agreement.

Attachments

License San Luis Industrial Pakr
Industrial Park Plat
Aerial Picture

ENCROACHMENT PERMIT AND LICENSE AGREEMENT

Encroachment Permit and License Agreement (“Agreement”) made this ____ day of February 2022, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (“Licensor”), and San Luis Industrial Park L.L.C., an Arizona limited liability company, 412 Henry Chavez Court, San Luis, Arizona (“Licensee”).

In consideration of the mutual promises in this Agreement, the parties agree:

**SECTION
ONE.
GRANT OF LICENSE; DESCRIPTION OF PREMISES**

Licensor grants to Licensee an encroachment permit and license to occupy and use, subject to the terms and conditions of this Agreement, the easement and right of way described as Tract D of the Plat for the City of San Luis Industrial Park as recorded at Fee # 2009-03013, Records of Yuma County, Arizona, (“Tract”). Such Tract is right of way dedicated to the City of San Luis as part of the subdivision approval and recording of plat. The Tract is subject to the terms of a Master Lease from the Land Department of the State of Arizona. Tract is shown on Exhibit A, which is incorporated by this reference.

**SECTION
TWO.
LIMITATION TO DESCRIBED PURPOSE**

The above-described Tract may be occupied and used by Licensee to lease or otherwise permitting use and occupancy of the Tract by Gethsemani Baptist Church of San Luis, Arizona. It is understood that the land is needed by the Gethsemani Baptist Church, so it may relocate food donation and food storage operations from operations at 992, 1010, and 1018 B Street, San Luis, Arizona. This encroachment permit and license is specifically conditioned that all food donation and food storage operations of Gethsemani Baptist Church be relocated from the aforementioned properties on B Street and all food donation and food storage operations on B Street cease and desist by April 1, 2022. In making this permit and license to use Tract, it is understood that Gethsemani Baptist Church is a non-profit organization and is performing the public purpose of providing food and food services to those City of San Luis residents in need, and the provision of these services to the residents of San Luis is part of the consideration of this Agreement. The use of the Tract of the City is non-exclusive and Licensor reserves the right to permit other persons or entities to use the Tract at any time.

The use of the Tract is specifically limited to the uses described above and may not be used for any other purpose. Use of the premises shall at all times conform to all federal, state and local legal requirements. It shall be subject to any and all provisions of the Master Lease from the State Land Department of the State of Arizona and shall be subject to all encroachment permit regulations of the City of San Luis.

Licensee shall, at all times during the term of this Agreement and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition the Tract, and shall use all reasonable precaution to prevent waste, damage, or injury to the premises.

**SECTION
THREE.
PERIODIC PAYMENTS**

Licensor shall not require payment from Licensee for this license.

**SECTION
FOUR
UTILITIES**

Licensee shall be responsible for any and all utility charges.

**SECTION
FIVE.
TERMINATION**

Either party may terminate this Agreement at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than fourteen days prior to the date specified in such notice for the date of termination.

**SECTION
SIX.
SURRENDER OF PREMISES ON TERMINATION**

A. Licensee shall quit and surrender peaceably and quietly, to Licensor, its agent or attorney, possession of the Tract at the expiration or other termination of this Encroachment Permit and License Agreement, in good order and condition,

except for ordinary wear and tear, and free of all of Licensee's property or the property of Gethsemani Baptist Church. If upon termination of this Agreement or abandonment of the Tract by Licensee, and Licensee and/or Gethsemani Baptist Church abandons or leaves any property or equipment at or on the Tract, such equipment or property shall be conclusively deemed abandoned, and Licensor shall have the right, without notice to Licensee or Gethsemani Baptist Church, to store or otherwise dispose of the property or equipment at Licensee's sole cost, expense and risk, without being liable in any respect to Licensee or Gethsemani Baptist Church. Licensee agrees to indemnify and hold Licensor harmless from any and all claims of Gethsemani Baptist Church or any other person or entity whom it grants permission to occupy and use the Tract.

B. On any termination of this Agreement, Licensee, and all persons or entities permitted by them to use or occupy the Tract, shall quit the above-described Tract, and shall remove from such Tract all property placed upon or installed in, on, or attached to the above-described Tract. Licensee shall surrender the above-described property to Licensor upon the expiration or termination of this Agreement free of debris, waste, or hazardous materials placed on or about the property by Licensee or its agents, employees, contractors, permittees, or invitees, and in a condition, which complies with all environmental laws.

C. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of Licensor that have accrued under this Agreement prior to the date of such termination.

**SECTION
SEVEN.
NO WARRANTIES**

Licensor does not, in any way, represent or warrant the fitness of the Tract for the use contemplated by Licensee. Licensee acknowledges that it has inspected the Tract and accepts the same in its present condition "as is."

**SECTION
EIGHT.
REPAIRS**

Licensor shall not be required to render any services to Licensee, perform any maintenance, or to make any repairs to the Tract.

**SECTION
NINE.**

INDEMNIFICATION

Licensee agrees to defend, indemnify and hold Licensor and its respective officers, directors, employees and agents harmless from and against any and all losses, claims, demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of Licensee's or Gethsemani Baptist Church's use and occupancy of the Tract. Licensee's obligations under this paragraph shall survive expiration or termination of this Agreement. Licensor shall have no responsibility whatsoever for any damage, vandalism or theft of property or either Licensee or Gethsemani Baptist Church.

TEN. NO WAIVER

No waiver, modification, change or alteration of this Agreement, or any of the rights or remedies of either party to this Agreement, shall be valid unless such waiver, modification, change or alteration is in writing and signed by the party against whom enforcement is sought.

SECTION ELEVEN. NOT A LEASE

Licensor and Licensee agree this Agreement is only permission to use and occupy Tract and a license and shall not be construed as a lease, or confer any rights of a lease. Licensee shall not record this Agreement or any notice or memorandum of this Agreement.

SECTION THIRTEEN. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

SECTION FOURTEEN. GENERAL PROVISIONS

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Licensor or Licensee of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

B. Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of this Agreement's terms, covenants or conditions, or for any breach or default, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included in the judgement, such fees to be set by the court and not by jury.

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

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

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

F. Time of the Essence. Time is of the essence of this Agreement.

G. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Licensor and Licensee. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

H. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof. All prior

and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

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

J. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511.

K. Reformation. Should any term, provision, covenant or condition of this Agreement be held to be void or invalid, the parties shall reform this Agreement to conform as closely as possible to the original intent thereof.

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

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

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

O. Compliance with Law. Licensee agrees that in the distribution of food Licensee, Gethsemani Baptist Church, and Pastor Jose Manuel Castro will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the

Yuma County Health Department regarding the preparation and distribution of food.

P. Assignment. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

[Intentionally left blank, signature pages follow]

IN WITNESS WHEREOF, we have set our hands and seals on the date and year first above written.

Each party to this Agreement has caused it to be executed on the date under the verifications below.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

San Luis Industrial Park, LLC

Signature

Print Name

Title

State of Arizona)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.

Notary Public

My Commission Expires: _____

State of Arizona)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by _____, authorized representative of the San Luis Industrial Park, L.L.C.

Notary Public

My Commission Expires: _____

Exhibit A

CITY OF SAN LUIS INDUSTRIAL PARK

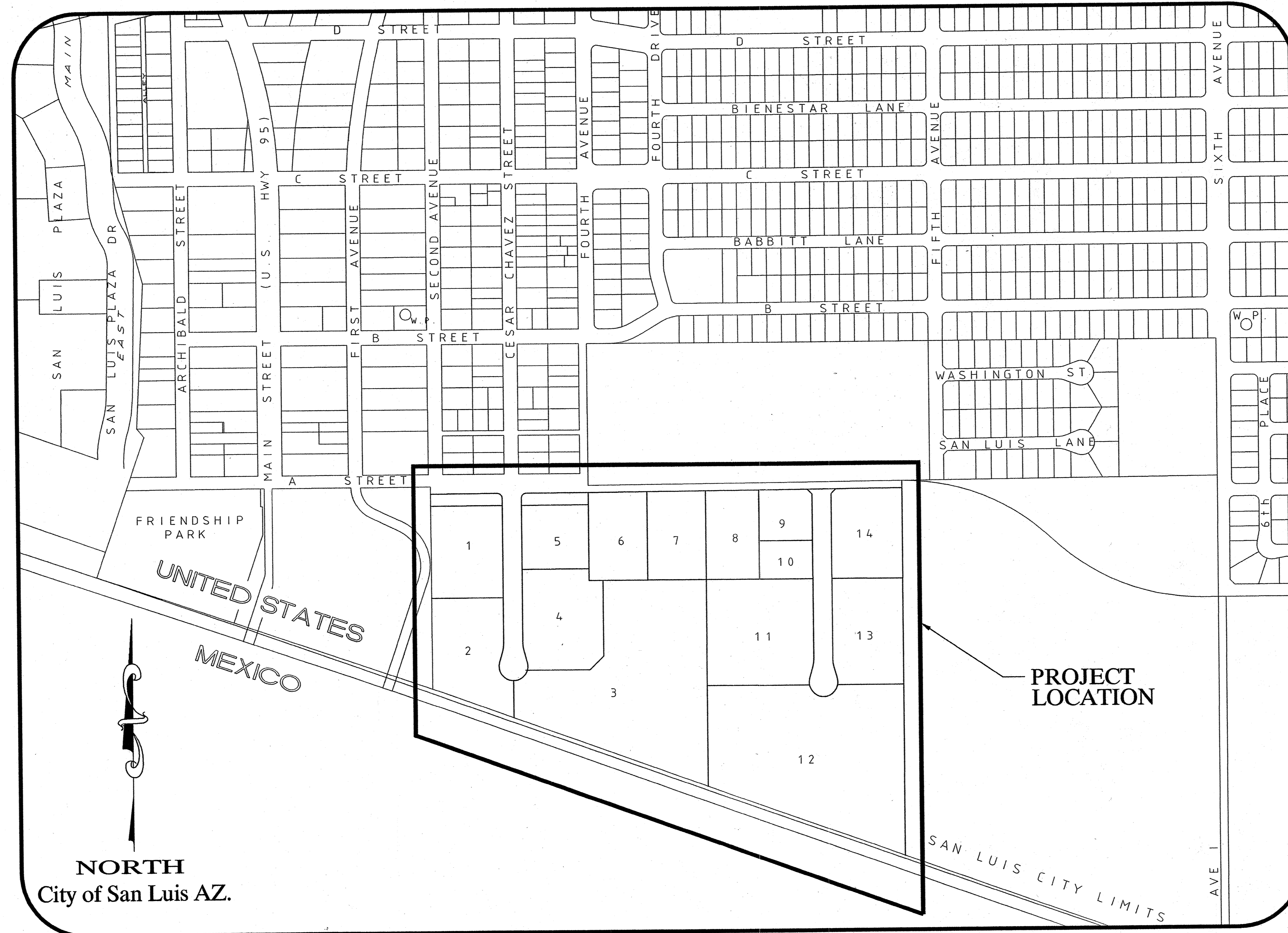
A TRACT MAP OF THE SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 12
 TOWNSHIP 11 SOUTH, RANGE 25 WEST, OF THE G. & S.R.B. & M. YUMA COUNTY, ARIZONA.
 DATE: SEPTEMBER 2008. ACREAGE: 59.09.

OFFICE OF YUMA COUNTY RECORDER

OFFICIAL RECORDS OF
 YUMA COUNTY RECORDER
 ROBYN S. POUQUETTE
 FEE #: 2009-03013
 02/03/2009 04:36 PAGES: 0002
 FEES: 20.00 4.00 .00 .00
 REQ BY: EDAIS ENGINEERING
 REC BY: Margie Gamacho

COPY
 AS TO FILING DATA ONLY

BOOK 25 OF
 PAGE 15-16



NORTH
 City of San Luis AZ.

VICINITY MAP

APPROVED

STATE OF ARIZONA)
) SS
 CITY OF SAN LUIS)
 THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE
 MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

<i>Juan P. Escamilla</i>	1-22-09
MAYOR	DATE
<i>[Signature]</i>	1-22-09
CITY MANAGER	DATE
<i>[Signature]</i>	1-22-09
CITY PLANNING & ZONING COMMISSION	DATE
<i>[Signature]</i>	1/23/09
CITY ENGINEER	DATE
<i>[Signature]</i>	2-2-09
CITY PUBLIC WORKS DIRECTOR	DATE

BASIS OF BEARING

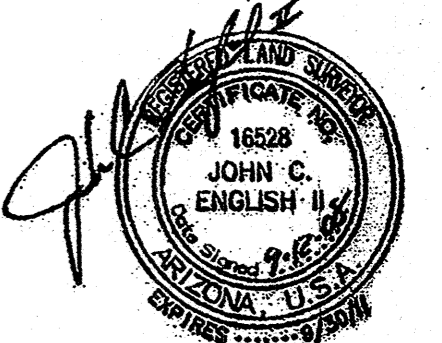
THE NORTH SECTION LINE OF THE SE¼ OF SECTION 12 AS SHOWN ON STATE
 PLAT No.17, COMITE DE BIENESTAR, PREPARED BY TIMOTHY V. ELSENMANN
 DATE: 07-20-85.
 BEARING: N89°57'48"W

OWNER

SAN LUIS INDUSTRIAL PARK L.L.C.
 P.O. BOX 3660 S.L., AZ. 85350

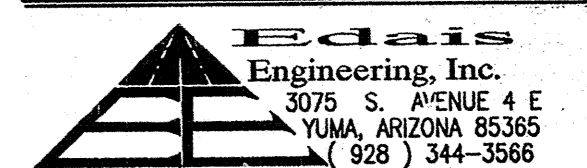
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE
 REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS
 MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY
 SUPERVISION DURING JANUARY 2007, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST
 AND THEIR POSITIONS ARE CORRECTLY SHOWN.

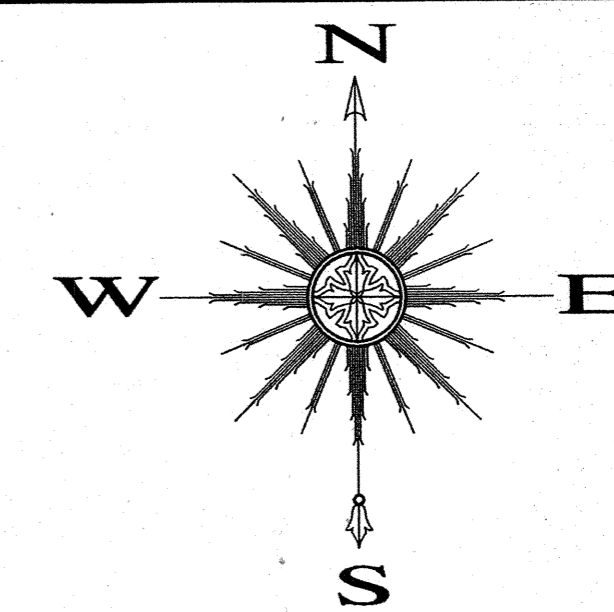


BY: *[Signature]*
 JOHN C. ENGLISH II R.L.S. No. 16528

PREPARED BY:



STATE PLAT No. 56
CITY OF SAN LUIS INDUSTRIAL PARK
 A TRACT MAP OF THE SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 12
 TOWNSHIP 11 SOUTH, RANGE 25 WEST, OF THE G. & S.R.B. & M. YUMA COUNTY, ARIZONA
 DATE: SEPTEMBER 2008 ACREAGE 59.09.



SCALE: 1"=100'
 LEGEND

- BOUNDARY LINE
- - - EXISTING R.O.W. LINE
- CENTER LINE
- EXISTING LOTS
- NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING MONUMENT (TYPE AS SHOWN)
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER YUMA COUNTY No. 4-050
- C1 CURVE NUMBER
- L1 LINE NUMBER
- H.H. HAND HOLE
- B.C. BRASS CAP
- [M] MEASURED DATA
- (1) DATA REFER TO SAN LUIS INDUSTRIAL PARK SIGNED BY THOMAS E. WILSON DATED 3-24-95
- (2) DATA REFER TO STATE PLAT NO. 17 PLATS, AS RECORDED IN BOOK 11 PAGE 86 YUMA COUNTY RECORDERS OFFICE.
- (3) DATA REFER TO FRONTIER STATES SUBDIVISION AS RECORDED IN BOOK 15 OF PLATS, PAGE 42 YUMA COUNTY RECORDERS OFFICE.
- (4) DATA REFER TO STATE LAND DEPARTMENT R.O.W. MAP#16-106071; SEC. 12, T11S, R25W, YUMA COUNTY, AZ.
- (5) DATA REFER TO EX. R.O.W. W/EE#2006-46674
- (6) DATA REFER TO NOTICE OF CONDEMNATION FOR EX. R.O.W. W/CASE#08-0143-PHX-SRB DOCUMENT#95-108447.

CURVE DATA

CURVE	DELTA	CHORD BEARING	CHORD	TANGENT	RADIUS	LENGTH
C1	13°59'05"	N08°46'49"E	31.67'	15.93'	130.07'	31.75'
C1[1]	15°38'32"	N31°57'15"E	31.57'	15.93'	116.00'	31.67'
C2	16°38'27"	N07°50'45"W	31.67'	16.00'	109.43'	31.78'
C2[1]	15°38'32"	N31°57'15"E	31.57'	15.93'	116.00'	31.67'
C3	21°05'28"	N89°32'56"W	115.67'	217.39'	60.00'	220.80'
C3[1]	21°11'05"	N89°32'56"W	115.55'	217.39'	60.00'	221.26'
C4	18°50'04"	N00°02'12"W	278.16'	140.98'	850.00'	279.42'
C5	17°10'14"	N08°37'19"E	26.57'	13.44'	89.00'	26.67'
C6	17°10'14"	S08°32'55"E	26.57'	13.44'	89.00'	26.67'
C7	214°20'44"	S89°57'48"E	97.45'	165.03'	51.00'	190.79'
C8	90°08'18"	S44°36'07"E	28.32'	20.05'	20.00'	31.46'
C9	89°52'04"	N45°23'42"E	28.25'	19.95'	20.00'	31.37'

PARCEL AREAS

LOT	OWNER	AREA (SF)	AREA (AC)
1	DEL MUNDO L.L.C.	94,305.46	2.17
2	DEL MUNDO L.L.C.	84,830.24	1.95
3	SL TRAD. & LOG. L.L.C.	406,064.48	9.32
4	RASCON FAMILY L.P.	121,646.49	2.79
5	DEL MUNDO L.L.C.	87,127.54	2.00
6	DEL MUNDO L.L.C.	109,469.80	2.51
7	DEL MUNDO L.L.C.	122,106.13	2.80
8	RASCON FAMILY L.P.	141,783.44	3.25
9	PAPUCHIS TRUCK L.L.C.	55,962.25	1.28
10	RASCON FAMILY L.P.	47,696.14	1.10
11	LYDIA'S SPLY. F.L.L.C.	302,218.45	6.94
12	CONCORD HOLD. L.L.C.	436,042.87	10.01
13	CITY OF SAN LUIS	165,684.79	3.80
14	ANGEL'S TOWING	90,241.35	2.07

LINE DATA

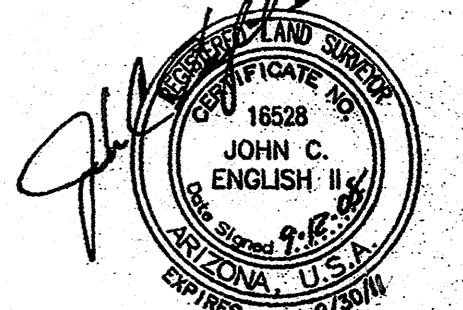
NUMBER	BEARING	LENGTH
L1	N15°46'22"E	50.00'
L1[1]	N16°06'44"E	50.00'
L2	N14°58'38"W	50.00'
L2[1]	N15°10'20"W	50.00'
L3	S44°57'48"E	11.34'
L4	S17°08'02"E	50.00'
L5	S17°12'28"W	50.00'

TRACT AREA

TRACT	AREA (SF)	AREA (AC)
A	33,335.05	0.77
A-1	63,157.55	1.45
B (16-106071)	117,033.90	2.69
B-1	8,303.25	0.19
B-2	8,868.52	0.20
C	60,601.74	1.39
D	17,589.45	0.40

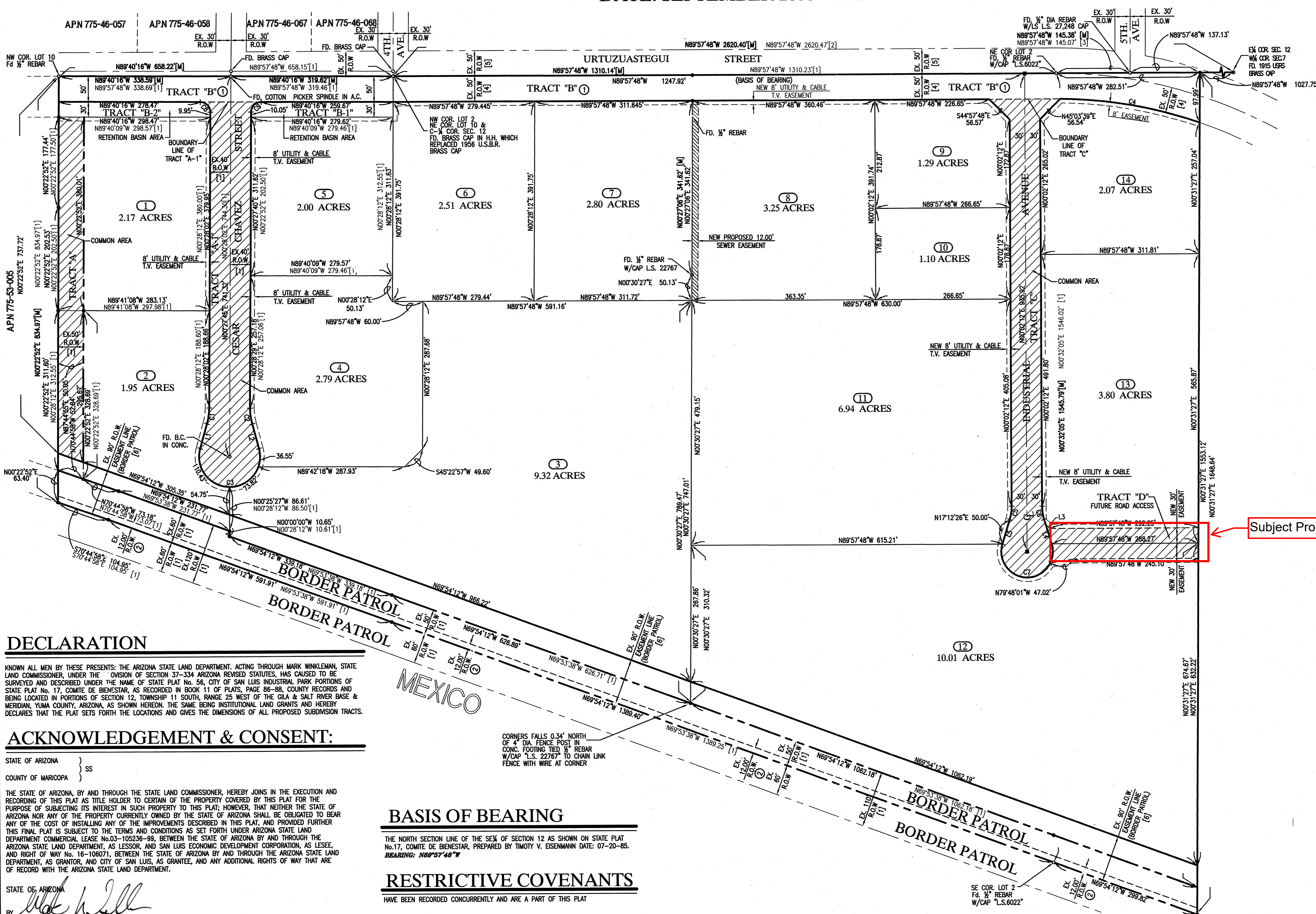
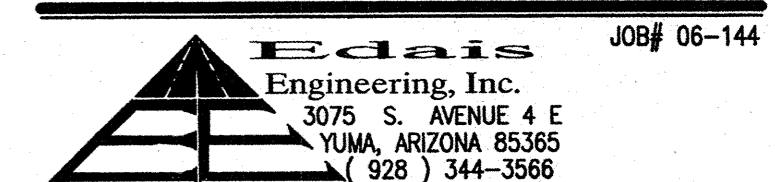
SURVEYOR'S CERTIFICATE

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BY: *John C. English II*
 JOHN C. ENGLISH II R.L.S. No. 16528

PREPARED BY:



DECLARATION

KNOW ALL MEN BY THESE PRESENTS: THE ARIZONA STATE LAND DEPARTMENT, ACTING THROUGH MARK WINKLEMAN, STATE LAND COMMISSIONER, UNDER THE DIVISION OF SECTION 37-334 ARIZONA REVISED STATUTES, HAS CAUSED TO BE SURVEYED AND DESCRIBED UNDER THE NAME OF STATE PLAT No. 56, CITY OF SAN LUIS INDUSTRIAL PARK PORTIONS OF STATE PLAT No. 17, COMITE DE BIENESTAR, AS RECORDED IN BOOK 11 OF PLATS, PAGE 86-88, COUNTY RECORDS AND BEING LOCATED IN PORTIONS OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA, AS SHOWN HEREON. THE SAME BEING INSTITUTIONAL LAND GRANTS AND HEREBY DECLARES THAT THE PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF ALL PROPOSED SUBDIVISION TRACTS.

ACKNOWLEDGEMENT & CONSENT:

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 COUNTY OF MARICOPA } SS
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STATE OF ARIZONA
 BY: *Mark Winkelman*

ON THIS THE 14 DAY OF October, 2008, BEFORE ME, PERSONALLY APPEARED Mark Winkelman WHO ACKNOWLEDGED HIMSELF TO BE THE STATE LAND COMMISSIONER OF THE STATE OF ARIZONA AND THAT HE, AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL:
Carol A. Ewing
 OFFICIAL SEAL
 CAROL A. EWING
 NOTARY PUBLIC - State of Arizona
 MARICOPA COUNTY
 My Comm. Expires Jan. 28, 2009
 MY COMMISSION EXPIRES:
January 28, 2009

BASIS OF BEARING

THE NORTH SECTION LINE OF THE SEX OF SECTION 12 AS SHOWN ON STATE PLAT No. 17, COMITE DE BIENESTAR, PREPARED BY TIMOTHY V. EISENMANN DATE: 07-20-85. BEARING: N89°57'48"W

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

OWNER

SAN LUIS INDUSTRIAL PARK L.L.C.
 P.O. BOX 3660 S.L., AZ. 85349

KEYNOTES

- ARIZONA STATE LAND DEPARTMENT R.O.W.#16-106071, RIGHT OF WAY GRANTED TO THE CITY OF SAN LUIS
- ARIZONA STATE LAND DEPARTMENT R.O.W.#18-101101, RIGHT OF WAY TO ARIZONA PUBLIC SERVICE COMPANY EXPIRING JUNE 25, 2017 FOR ELECTRIC DISTRIBUTION

GENERAL NOTES

- STORM WATER FALLING ON EACH LEASE LOT AND ADJOINING SECTION OF A COMMON AREA OR ACCESS STREET ADJACENT TO THAT LOT NEEDS TO BE DISPOSED ON SAID LOT.
- ALL INTERNAL SEWER, WATER, UTILITY AND CABLE T.V. EASEMENTS AND TRACTS CREATED FOR STREETS AND RETENTION BASINS PURPOSES ARE TEMPORARY, NON-EXCLUSIVE EASEMENTS.

CORNERS FALLS 0.34' NORTH OF 4" DIA. FENCE POST IN CONC. FOOTING TIED 1/2" REBAR W/CAP "L.S. 22767" TO CHAIN LINK FENCE WITH WIRE AT CORNER

SE COR. LOT 2
 FD. 1/2" REBAR
 W/CAP "L.S. 6022"

CITY OF SAN LUIS INDUSTRIAL PARK

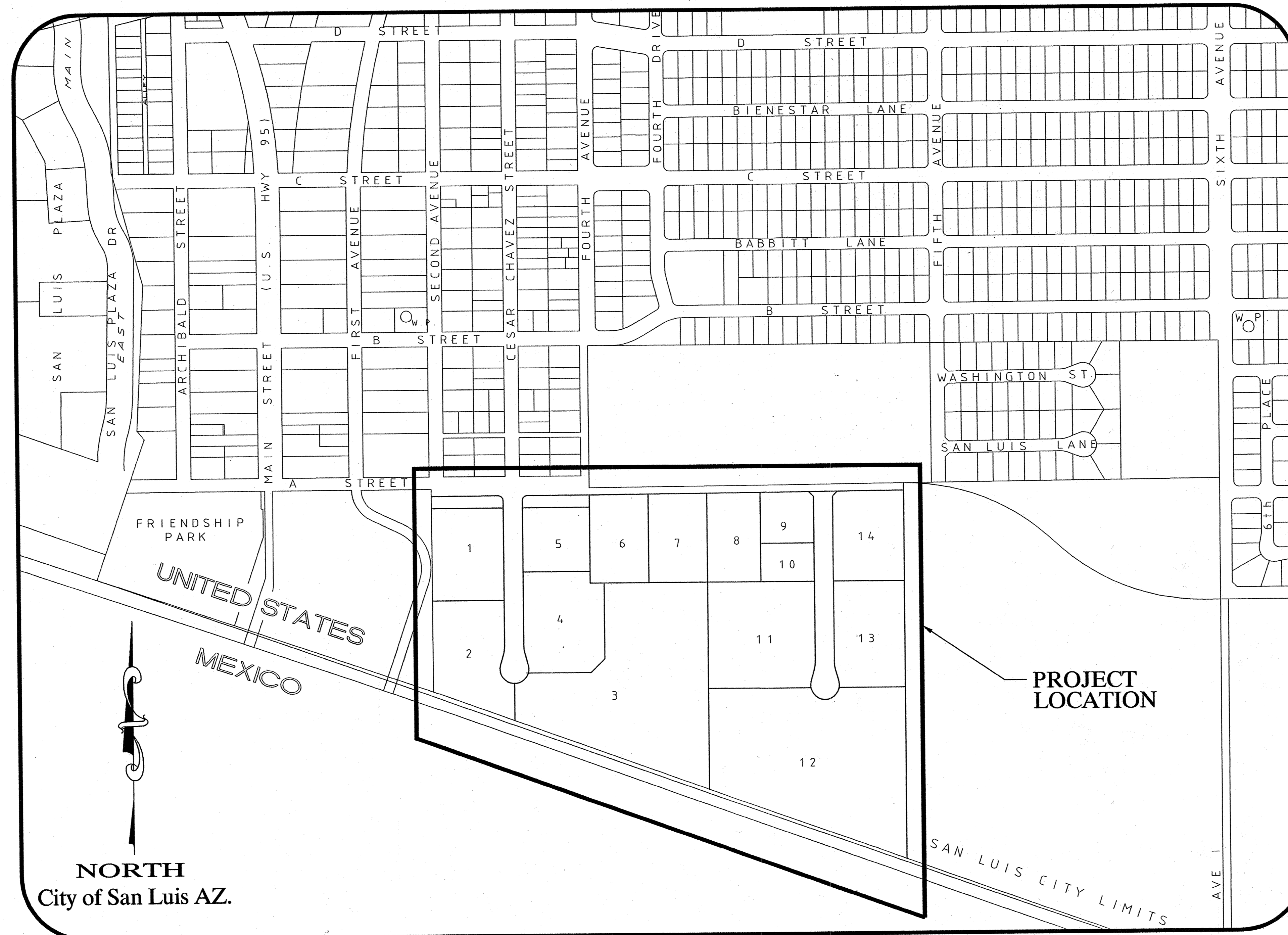
A TRACT MAP OF THE SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 12
TOWNSHIP 11 SOUTH, RANGE 25 WEST, OF THE G. & S.R.B. & M. YUMA COUNTY, ARIZONA.
DATE: SEPTEMBER 2008. ACREAGE: 59.09.

OFFICE OF YUMA COUNTY RECORDER

OFFICIAL RECORDS OF
YUMA COUNTY RECORDER
ROBYN S. POUQUETTE
FEE #: 2009-03013
02/03/2009 04:36 PAGES: 0002
FEES: 20.00 4.00 .00 .00
REQ BY: EDAIS ENGINEERING
REC BY: Margie Gamacho

COPY
AS TO FILING DATA ONLY

BOOK 25 OF
PAGE 15-16



NORTH
City of San Luis AZ.

VICINITY MAP

APPROVED

STATE OF ARIZONA)
CITY OF SAN LUIS) SS
THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE
MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.
Mayor: *Juan P. Escamilla* 1-22-09
City Manager: *[Signature]* 1-22-09
City Planning & Zoning Commission: *[Signature]* 1-22-09
City Engineer: *[Signature]* 1/23/09
City Public Works Director: *[Signature]* 2-2-09

BASIS OF BEARING

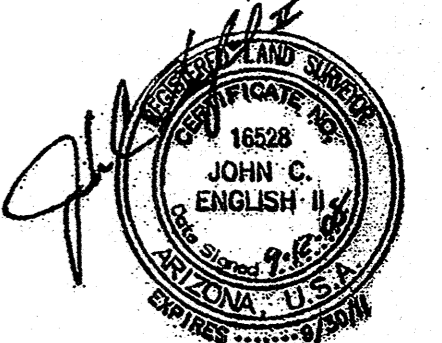
THE NORTH SECTION LINE OF THE SE¼ OF SECTION 12 AS SHOWN ON STATE
PLAT No.17, COMITE DE BIENESTAR, PREPARED BY TIMOTHY V. ELSENMANN
DATE: 07-20-85.
BEARING: N89°57'48"W

OWNER

SAN LUIS INDUSTRIAL PARK L.L.C.
P.O. BOX 3660 S.L., AZ. 85350

SURVEYOR'S CERTIFICATE

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SUPERVISION DURING JANUARY 2007, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST
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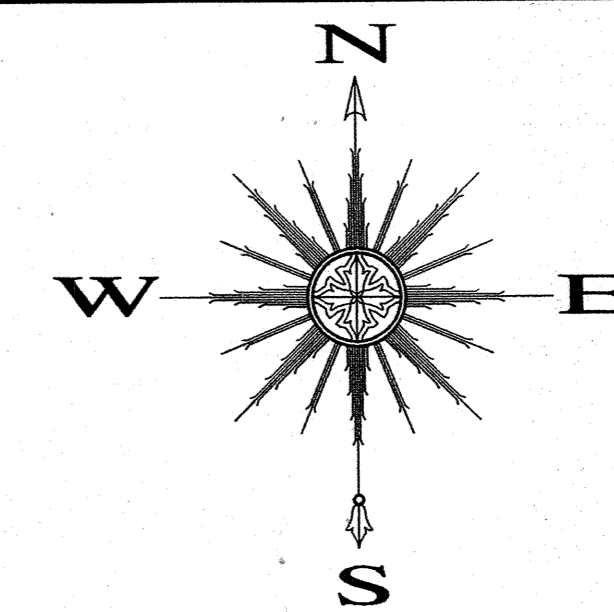


BY: *[Signature]*
JOHN C. ENGLISH II R.L.S. No. 16528

PREPARED BY:

Edais Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85305
(928) 344-3366

STATE PLAT No. 56
CITY OF SAN LUIS INDUSTRIAL PARK
 A TRACT MAP OF THE SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 12
 TOWNSHIP 11 SOUTH, RANGE 25 WEST, OF THE G. & S.R.B. & M. YUMA COUNTY, ARIZONA
 DATE: SEPTEMBER 2008 ACREAGE 59.09.



SCALE: 1"=100'
 LEGEND

- BOUNDARY LINE
- EXISTING R.O.W. LINE
- CENTER LINE
- EXISTING LOTS
- NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING MONUMENT (TYPE AS SHOWN)
- NEW SUBDIVISION BOUNDARY MONUMENT AS PER YUMA COUNTY No. 4-050
- C1 CURVE NUMBER
- L1 LINE NUMBER
- H.H. HAND HOLE
- B.C. BRASS CAP
- [M] MEASURED DATA
- (1) DATA REFER TO SAN LUIS INDUSTRIAL PARK SIGNED BY THOMAS E. WILSON DATED 3-24-95
- (2) DATA REFER TO STATE PLAT NO. 17 PLATS, AS RECORDED IN BOOK 11 PAGE 86 YUMA COUNTY RECORDERS OFFICE.
- (3) DATA REFER TO FRONTIER STATES SUBDIVISION AS RECORDED IN BOOK 15 OF PLATS, PAGE 42 YUMA COUNTY RECORDERS OFFICE.
- (4) DATA REFER TO STATE LAND DEPARTMENT R.O.W. MAP#16-106071; SEC. 12, T11S, R25W, YUMA COUNTY, AZ.
- (5) DATA REFER TO EX. R.O.W. W/FE#2006-46674
- (6) DATA REFER TO NOTICE OF CONDEMNATION FOR EX. R.O.W. W/CASE#08-0143-PHX-SRB DOCUMENT#95-108447.

CURVE DATA

CURVE	DELTA	CHORD BEARING	CHORD	TANGENT	RADIUS	LENGTH
C1	13°59'05"	N08°46'49"E	31.67'	15.93'	130.07'	31.75'
C1[1]	15°38'32"	N31°57'15"E	31.57'	15.93'	116.00'	31.67'
C2	16°38'27"	N07°50'45"W	31.67'	16.00'	109.43'	31.78'
C2[1]	15°38'32"	N31°57'15"E	31.57'	15.93'	116.00'	31.67'
C3	21°05'28"	N89°32'56"W	115.67'	217.39'	60.00'	220.80'
C3[1]	21°11'05"	N89°32'56"W	115.55'	217.39'	60.00'	221.26'
C4	18°50'04"	N00°02'12"W	278.16'	140.98'	850.00'	279.42'
C5	17°10'14"	N08°37'19"E	26.57'	13.44'	89.00'	26.67'
C6	17°10'14"	S08°32'55"E	26.57'	13.44'	89.00'	26.67'
C7	214°20'44"	S89°57'48"E	97.45'	165.03'	51.00'	190.79'
C8	90°08'18"	S44°36'07"E	28.32'	20.05'	20.00'	31.46'
C9	89°52'04"	N45°23'42"E	28.25'	19.95'	20.00'	31.37'

PARCEL AREAS

LOT	OWNER	AREA (SF)	AREA (AC)
1	DEL MUNDO L.L.C.	94,305.46	2.17
2	DEL MUNDO L.L.C.	84,830.24	1.95
3	SL TRAD. & LOG. L.L.C.	406,064.48	9.32
4	RASCON FAMILY L.P.	121,646.49	2.79
5	DEL MUNDO L.L.C.	87,127.54	2.00
6	DEL MUNDO L.L.C.	109,469.80	2.51
7	DEL MUNDO L.L.C.	122,106.13	2.80
8	RASCON FAMILY L.P.	141,783.44	3.25
9	PAPUCHIS TRUCK L.L.C.	55,962.25	1.28
10	RASCON FAMILY L.P.	47,696.14	1.10
11	LYDIA'S SPLY. F.L.L.C.	302,218.45	6.94
12	CONCORD HOLD. L.L.C.	436,042.87	10.01
13	CITY OF SAN LUIS	165,684.79	3.80
14	ANGEL'S TOWING	90,241.35	2.07

LINE DATA

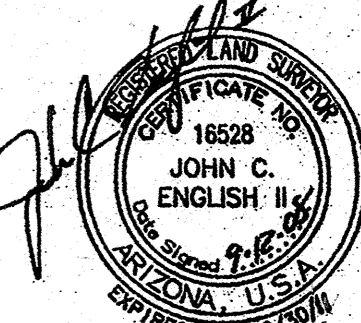
NUMBER	BEARING	LENGTH
L1	N15°46'22"E	50.00'
L1[1]	N16°06'44"E	50.00'
L2	N14°58'38"W	50.00'
L2[1]	N15°10'20"W	50.00'
L3	S44°57'48"E	11.34'
L4	S17°08'02"E	50.00'
L5	S17°12'28"W	50.00'

TRACT AREA

TRACT	AREA (SF)	AREA (AC)
A	33,335.05	0.77
A-1	63,157.55	1.45
B (16-106071)	117,033.90	2.69
B-1	8,303.25	0.19
B-2	8,868.52	0.20
C	60,601.74	1.39
D	17,589.45	0.40

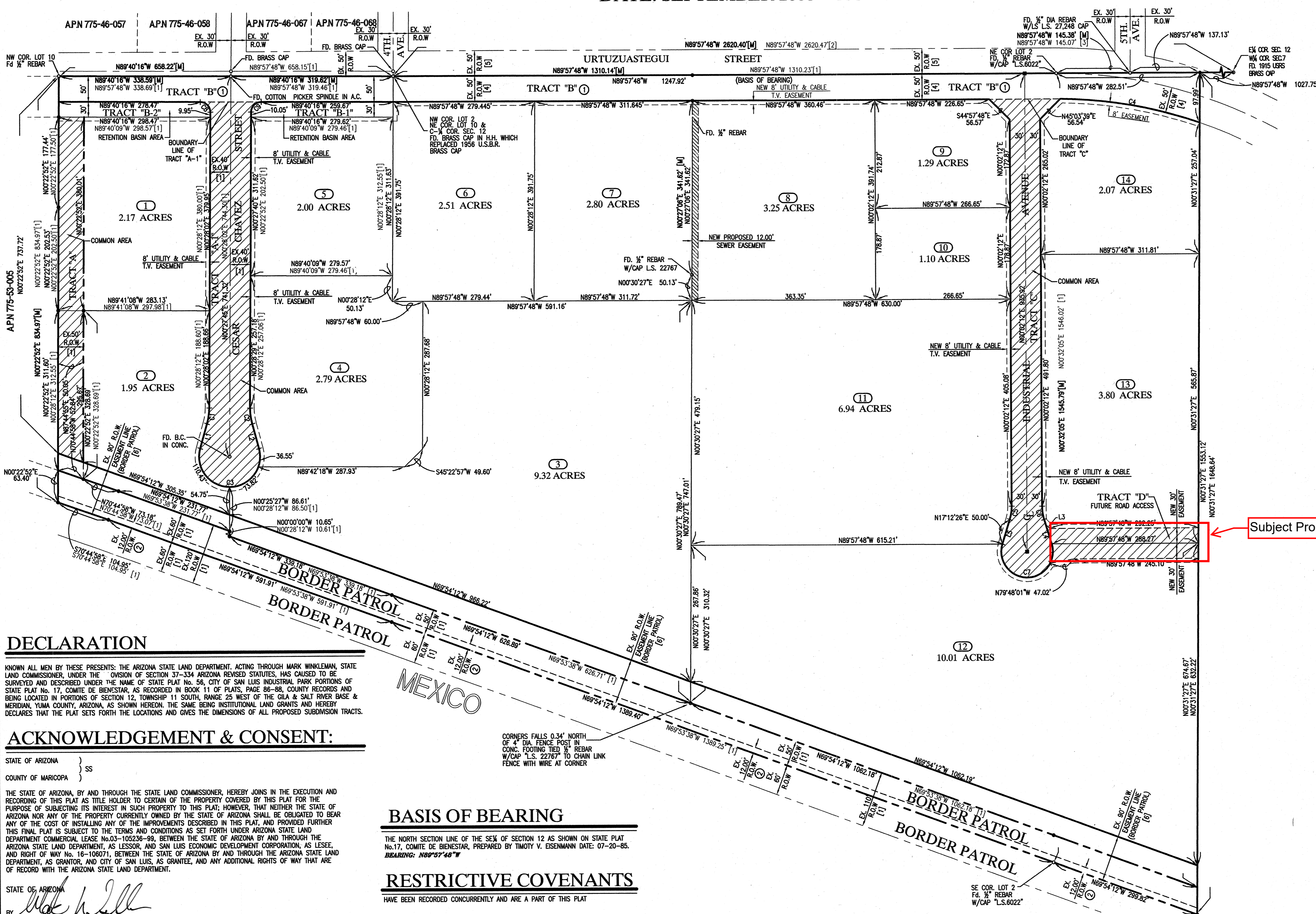
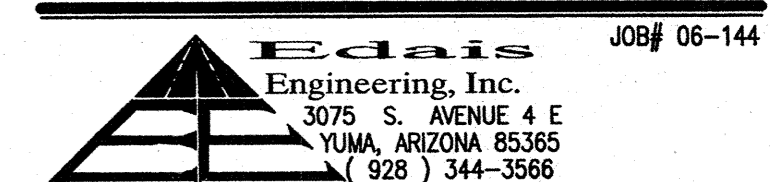
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BY: *John C. English II*
 JOHN C. ENGLISH II R.L.S. No. 16528

PREPARED BY:



DECLARATION

KNOW ALL MEN BY THESE PRESENTS: THE ARIZONA STATE LAND DEPARTMENT, ACTING THROUGH MARK WINKLEMAN, STATE LAND COMMISSIONER, UNDER THE DIVISION OF SECTION 37-334 ARIZONA REVISED STATUTES, HAS CAUSED TO BE SURVEYED AND DESCRIBED UNDER THE NAME OF STATE PLAT No. 56, CITY OF SAN LUIS INDUSTRIAL PARK PORTIONS OF STATE PLAT No. 17, COMITE DE BIENESTAR, AS RECORDED IN BOOK 11 OF PLATS, PAGE 86-88, COUNTY RECORDS AND BEING LOCATED IN PORTIONS OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 25 WEST OF THE GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA, AS SHOWN HEREON. THE SAME BEING INSTITUTIONAL LAND GRANTS AND HEREBY DECLARES THAT THE PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF ALL PROPOSED SUBDIVISION TRACTS.

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 BY: *Mark Winkelman*

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IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL:
Carol A. Ewing
 OFFICIAL SEAL
 CAROL A. EWING
 NOTARY PUBLIC - State of Arizona
 MARICOPA COUNTY
 My Comm. Expires Jan. 28, 2009
 MY COMMISSION EXPIRES:
January 28, 2009

BASIS OF BEARING

THE NORTH SECTION LINE OF THE SEX OF SECTION 12 AS SHOWN ON STATE PLAT No. 17, COMITE DE BIENESTAR, PREPARED BY TIMOTHY V. EISENMANN DATE: 07-20-85. BEARING: N89°57'48"W

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

OWNER

SAN LUIS INDUSTRIAL PARK L.L.C.
 P.O. BOX 3660 S.L., AZ. 85349

KEYNOTES

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GENERAL NOTES

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CORNERS FALLS 0.34' NORTH OF 4" DIA. FENCE POST IN CONC. FOOTING TIED 1/2" REBAR W/CAP "L.S. 22767" TO CHAIN LINK FENCE WITH WIRE AT CORNER

SE COR. LOT 2
 FD. 1/2" REBAR
 W/CAP "L.S. 6022"



1455.41'

URTUZUASTEGUI ST

718.92'

TRACT B

360.46'

226.65'

56.57'

19

(7.86 AC)

R=900'

30'

279.445'

311.645'

391.74'

172.87'

172.87'

56.54'

265.02'

311.81'

97.99'

30'

311.58'

344.75'

341.62'

178.87'

178.87'

266.65'

311.81'

50.13'

279.44'

591.16'

363.35'

630.00'

266.65'

491.80'

TRACT C

N 00°02'12" E

935.92'

405.08'

HENRY CHAVEZ CRT

50'

97.99'

65.87'

18

(45.76 AC)

Business Incubator

Subject Property

LOT 2

TRACT D PRIVATE ROAD_190

245.10'

14

626.71'

966.22'

267.86'

620'

Business Incubator

Subject Property





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 02/23/2022

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a budget transfer for the Water Division to fund emergent cost increases associated with day-to-day operations and maintenance and repair activities. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The Water Division is in immediate need of a budget transfer to address insufficient funding in two accounts: 300-302-60035, Minor Tools/Equipment Supplies, and 300-302-70025, Maintenance/Other, to ensure continuity of operations and maintenance and repair activities through June 30, 2022.

The Division's Minor Tools/Equipment Supplies account (that is already "over-executed" by nearly \$11,000) requires \$75,000 in additional funding. The additional funding is required to support both a large number of additional new water meters and MXUs that are needed to support residential and commercial growth city-wide and the anticipated escalating costs of the new equipment.

Regarding the Maintenance/Other account, although funding is currently available in this account, an additional \$151,000 is required to support unexpected additional costs (both those that have already been incurred and those that must be incurred during the remainder of the fiscal year) associated with water system operation and maintenance and repair activities. \$40,000 of the \$151,000 is required for the repair of well #10, purchase of MTU parts for all well sites, maintenance of emergency generators, and additional lab testing. The remaining \$111,000 of the \$151,000 in additional requirements for this account (that must also be executed this fiscal year) includes \$36,000 for the upgrade of manganese treatment unit programmable logical controllers (PLCs) at well sites #4 and #6, \$25,000 for installation of a pressure reducing valve, and \$50,000 for lowering water main on 4th Avenue (in support of a roadway reconfiguration. It should be noted that actual funding for the Water Division's Maintenance/Other Account was nearly \$16,000 higher in the fiscal year 2021 (\$328,962.47 in the fiscal year 2021, versus \$303,000 in the fiscal year 2022).

To address the budget shortfalls in these two Water Division Accounts, the Public Works Department is requesting Council approval of the budget transfer from Capital Outlay-Improvements Program (CIP) account 300-302-90015 totaling \$226,000. \$2,012,500 is currently available in the Water CIP account. It will not be possible to fully execute that account during the current fiscal year due to unexpected delays in planning/executing some of the CIP requirements (such as water tank rehabilitation. In prior fiscal years, Departments had the prerogative of seeking Finance Department approval for budget transfers out of CIP accounts. However, beginning in the current fiscal year, Council Approval is now required for such transfers.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A BUDGET TRANSFER OF \$226,000.00 FROM THE WATER CAPITAL OUTLAY-IMPROVEMENT ACCOUNT TO THE WATER MINOR TOOLS/EQUIPMENT SUPPLY ACCOUNT (\$75,000.00) AND THE WATER MAINTENANCE OTHER ACCOUNT (\$151,000.00) FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$75,000.00 and \$151,000.00
BUDGETED AMOUNT: \$226,000.00 and \$303,000.00
AVAILABLE AMOUNT TO TRANSFER: \$75,000.00 and \$40,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 300-302-60035 and 300-302-70025

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

The Water Division is in immediate need of a budget transfer to address insufficient funding in two accounts: 300-302-60035, Minor Tools/Equipment Supplies, and 300-302-70025, Maintenance/Other, to ensure continuity of operations and maintenance and repair activities through June 30, 2022.

The Public Works Department requests Council approval of a budget transfer of \$226,000.00 from the 300-302-90015 Water Capital Outlay-Improvement account to the 300-302-60035 Water Minor Tools/Equipment Supplies account (\$75,000.00) and the 300-302-70025 Water Maintenance/Other account (\$151,000.00).

\$2,012,500 is currently available in the Water CIP account, and it will not be possible to fully execute that account during the current fiscal year, due to unexpected delays in planning/executing some of the CIP requirements (such as water tank rehabilitation. In prior fiscal years, Departments had the prerogative of seeking Finance Department approval for budget transfers out of CIP accounts. However, beginning in the current fiscal year, Council Approval is now required for such transfers.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. D.

Meeting Date: 02/23/2022

Department Head: Jorge Perez, Assistant Director of Public Works, Public Works Department

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Discussion Item - No Action to be
Taken
Motion

ITEM:

Discussion and possible action on any and all matters regarding the authorization to approve BLT Concrete and BLT Asphalt for the purchase of concrete and asphalt needs for city street repairs for the remaining of the Fiscal Year 2021-2022. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

Public Works staff is seeking approval and ratification of purchase order numbers 2022-00001323 and 2022-00001324 for the purchase of ready-mix concrete and asphalt for street maintenance repairs. Per auditor's recommendation, all cumulative purchases in a fiscal year need to have council authorization. Open purchase orders were created to facilitate the purchase of both concrete and asphalt for the remainder of the fiscal year 2022 as well as create a new open purchase order for the upcoming fiscal year 2023 in the amount of \$104,000.00. This amount is calculated based on the projected quantity of materials to be used for the upcoming year, contemplating price increases due to inflation and current global market price fluctuations. Public Works Department, HURF Division, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Code Section 3.05.010 (F). Waiving formal purchasing procedures is justified, in efforts to maintain our city streets safe.

BLT Ready Mix Concrete, LLC has been providing a professional and timely service keeping the City of San Luis in compliance with all street regularities. Keeping our streets in optimal condition is our priority and the urgency of repairs is highly important in order to avoid any accidents among residents. We have not had any issues with BLT Concrete and Asphalt, and they are always up to speed when it comes to providing their services. While there are other vendors that provide the same material, they have not always provided quotes on a timely manner nor have met the pricing or quality of material. Thus, we would like to have BLT Ready Mix Concrete, LLC as our vendor for our concrete and asphalt repairs only and have the procurement code be waived. Any new projects will have a separate purchase order and abide the procurement code.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY PURCHASE ORDER NUMBERS 2022-1323 & 2022-1324 FOR BLT READY MIX CONCRETE, LLC FOR THE REMAINDER OF FISCAL YEAR 2022 AND FOR FISCAL YEAR 2023 FOR AND TO WAIVE FORMAL PURCHASE PROCEDURES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$83,399.34
BUDGETED AMOUNT: \$130,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: MAINTENANCE OTHER / GL
200-210-70025 / \$17,516.71

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

Highway Users - Street Repairs & Maintenance - Maintenance Other / GL 200-210-70025 / \$17,516.71

Fiscal impact is contemplated based on previous years average of materials used for O&M of streets.

New open purchase order for FY 2022-2023 contemplates PW's projection of material quantities to be used, also contemplating current price and possible increase due to current market environment. Quantity projection of materials to be used varies depending on roads and sidewalks that may require work unexpectedly or projects that may come in last minute and that were not accounted for that specific year.

Attachments

Purchase Order #2022-1323

Purchase Order #2022-1324

Ship To
 City of San Luis
 Public Works Transfers Station
 1311 North 4th Avenue
 San Luis, AZ 85349

Bill To
 City of San Luis
 Finance
 P.O. Box 7740
 San Luis, AZ 85349

Purchase Order
 No. 2022-00001323

DATE 10/19/2021

VENDOR 8023 - BLT READY MIX CONCRETE LI

Contact
 BLT READY MIX CONCRETE LLC
 PO BOX 6486
 YUMA, AZ 85366



PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
48,026.8600	YARD	ROAD AND HIGHWAY BUILDING MATERIALS - MATERIAL (CONCRETE) F/ SIDEWALK REPAIRS CITYWIDE - OPEN PO/FY 21-22 - QUOTE #MQ0001018 6/30/21 ITEM #134257 2500 PSI CITY CLASS B CONCRETE 200-210-70025 - Maintenance/Other 48,026.86	1.0000	\$48,026.86
			TOTAL DUE	\$48,026.86

Special Instructions

OPEN PO | OCTOBER TO JUNE (FY 21-22)

- Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
- Exempt from state local and federal taxes.
- Substitute will not be accepted without prior approval.
- C.O.D. or collect shipments will not be accepted.
- Partial shipments will be accepted if invoiced separately.
- Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
- Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
- All invoices must be mailed to the Finance Department.



INTERNAL REQUISITION

GENERAL INSTRUCTIONS: Complete internal requisition (worksheet) & submit with all necessary attachments to PW Administrative Office. Official requisition will be entered/processed in NW system & submitted to Finance for a PO.

2022-1429

CITY OF SAN LUIS
Department of Public Works

DATE: 10-7-21



REQUESTOR: Heriberto Vargas

DIVISION: Hwy Users-Public Works

VENDOR NAME: BLT Companies
ADDRESS: 3515 East Gila Ridge Road CITY/STATE/ZIP: Yuma AZ, 85366

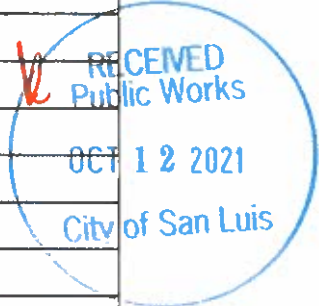
IMPORTANT NOTE: New vendor - Submit updated W-9 form (Finance Dept. will process W-9). Requisition will be placed on-hold until vendor is entered in NW system.

by 2/22 open PO / Blanket

REASON FOR PURCHASE and/or PROJECT:

Concrete mix to repair damaged sidewalks creating a Hazard around town, Open PO number for 9 months From October 2021 to June 2022

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
40	134257	2500 PSI City Class B concrete, per month	\$ 120.50	\$ 4,820.00
		Open PO # from October 2021 to June 2022		



ACCOUNT: 70025 ACCOUNT: _____
ACCOUNT: _____ ACCOUNT: _____

SUBTOTAL	\$ 43,380.00
MISC. FEE	0.00
FREIGHT/S&H	0.00
TAX	\$ 4,646.86
TOTAL	\$ 48,026.86

OFFICE USE ONLY
DEPT. HEAD APPROVAL
DH: _____ DATE: _____

SUPERVISOR SIGNATURE:
H. Vargas 10-7-21



3515 East Gila Ridge Road, Yuma, Arizona 85365

Main: (928) 726-1951

Dispatch: (928) 726-0435

BLT ASPHALT LLC | BLT CPT LLC | BLT CONTRACTING LLC | BLT MATERIALS LLC | BLT READY MIX CONCRETE LLC | BLT TRUCKING LLC



PRICE QUOTE

EXPIRES ON Jun 30, 2022

CUSTOMER NAME: San Luis, City of
CUSTOMER ADDRESS: P.O. Box 3750
San Luis, AZ 85349
ATTENTION: Angelica Cifuentes
BID QUOTE NUMBER: MQ0001018_

PROJECT NAME: SLA Various Projects Fiscal Year 2021/22
PROJECT LOCATION: Juan Sanchez Blvd @ Main Street, San Luis, AZ 85349
DATE QUOTED: Jun 30, 2021
EMAIL: acifuentes@sanluisaz.gov
JOB NUMBER:
BID DATE: Jun 30, 2021
PHONE: 928-341-8548

PRODUCT LINE	QUANTITY	UOM	CODE	DESCRIPTION	PRICE P/UNIT
Asphalt	1.00	Per Ton	75100	City of Yuma-C-2 (1/2")	\$71.00
Asphalt	1.00	Per Ton	75138	City of Yuma C-1 Surface 3/8"	\$74.00
Concrete	1.00	Per Cubic Yard	134251	2500 PSI	\$118.00
Concrete	1.00	Per Cubic Yard	134257	2500 PSI City Class B	\$120.50
Concrete	1.00	Per Cubic Yard	134307	3000 PSI City of Yuma-Class A	\$123.50

NOTE:

We appreciate the opportunity to provide this bid for your upcoming project. Please be advised that commodities used in the production of concrete and asphalt, such as oil, cement, aggregates, chemical, fuel, etc., have recently become very unpredictable, volatile, and often times, scarce. Prices are changing on a daily basis, therefore the expiration date on any price quote that you receive from BLT will remain firm. It is imperative that you consider and understand this when discussing with your customers during the bidding process and take precautionary measures to protect your company. We respectfully request proper notice, at least 30 days, prior to starting a job, in order to produce the material as parts and equipment are simply not as readily available during breakdowns/maintenance situations as they have been in the past. Please do not assume that a product you need will be available without notice. Most aggregate inventory is already allotted for current jobs. BLT will continue to produce spec material as per City and County (MAG) spec when directed. All testing is based on FOB at the plants, which is industry standard material supplier practice. It is the responsibility of the contractor to understand that once products, such as concrete, asphalt, or sand and gravel, leave our plants whether via FOB or delivery truck, the consistency and quality then becomes out of our control as it is then the contractors' responsibility to maintain that material as it was originally sold. The means and methods of best business practices are the exclusive rights of each contractor to understand the entire QC process. QC is available to customers during BLT's production of material, with prior notice. When placing orders, it is the customer's responsibility to order by the mix design reflected on any requested submittal. This price quote does not obligate BLT to provide said material as this is only a price quote.

Ready Mix Concrete - Minimum Load Fee applies to deliveries less than 4 cubic yards. Stand-by charges may apply. Prevailing wage not included. All orders must be placed by Mix Code. It is the responsibility of the customer to verify the mix has been approved by the owner of the job. BLT is not responsible for any spec related to air. If a temperature spec is required for the project, BLT reserves the right to cancel or decline scheduling any pours due to excessive weather forecast to include heat, wind, thunderstorms, etc. For non-hourly deliveries/service jobs, time waiting for Pass/Clearance per Truck per Operator per Hour = \$150.00 per hour, otherwise time will be charged port to port based on equipment hourly rate. It is the customer's responsibility to manage the required documentation for Base Entrance. Work on military bases, which includes MCAS-Yuma and YPG, require various testing (including but not limited to sulfate, 1260 and nuclear activity tests) not covered in our standard pricing. Therefore, customer is responsible for all specs and testing to include all aspects of Quality Control.

Special Provisions: FS 150 M 1/4" Fiber 1.0 lb/cy = \$7.50 /LB; FS 150 F 3/4" Fiber 1.5 lb/cy= \$7.50/LB; Plasticizer = \$3.00/CY; Retarder = \$3.00/unit; NC Accelerator 2000-2500 PSI = \$3.50/unit; NC Accelerator 3000-3500 PSI = \$4.00/unit; NC Accelerator 4000 PSI = \$4.25/unit; NC Accelerator 5000 PSI = \$4.50/unit

Asphalt Products - Passes oil content, voids, gradation, asphalt mix content at BLT Asphalt Plant. Unless noted, prices do not reflect Bituminous Material Price Adjustment (Price Index). There is a minimum requirement of fifty (50) tons of asphalt per customer. If the minimum is not met, a \$500 fee will apply Monday through Friday. All orders must be placed by Mix Code. It is the responsibility of the customer to verify the mix has been approved by the owner of the job.

Quoted By: Brian Thomas

Accepted By:

Signature

Printed Name 10-7-21

Buyer acknowledges and agrees to Terms & Conditions on following page. Buyer must sign and return this quote prior to material delivery.

BLT Standards Terms, Conditions & Exclusions

The prices quoted in every BLT bid are based on, and subject to, the following terms, conditions and exclusions. These terms, conditions and exclusions shall control and take precedence over any provision(s), term(s) and condition(s) to the contrary in any purchase order, contract or other document, and in the event of the absence of a subsequent agreement:

General Provisions:

1. All price quotes are based on standard BLT mix designs and specifications, unless otherwise noted, and depend upon supply and availability. Prices are subject to change without notice due to increases in the cost of materials, including, but not limited to, cement, asphalt oil and fuel. Further, a requested mix design that deviates from BLT's standard mix design and specifications is subject to an additional fee.
2. This quote expires as of the date expressly written on the bid or, if no expiration date is provided, 30 days after the date of this quote.
3. Quoted prices are subject to change, even after Buyer/Contractor has accepted the bid, where any change is made to the specifications originally relied upon by BLT to provide the quoted price, including, but not limited to, circumstances where the quoted job is underway and/or change orders are received.
4. This price quote is only a quote, is not intended to serve as a contract or purchase agreement, and does not commit BLT to perform or execute the quoted job.
5. Buyer's/Contractor's signature is required on this form upon execution of the job. If Buyer/Contractor cancels the job, cancellation fees shall apply regardless of the reason for the cancellation.
6. Under no circumstances shall Buyer/Contractor retain any monies due to BLT Companies.
7. Miscellaneous: All products are to specifications at BLT's production site. All equipment is quoted and charged port-to-port at the full rate. All roads must be passable with trucks. Jobs and/or orders placed over the phone may be voice recorded. A three percent (3%) surcharge will be applied to credit card payments.

Restrictions & Exclusions:

1. All quotes exclude: placing of ABC, Asphalt and/or Concrete; quality control, and any other testing, on any and all jobs including mix designs, concrete, asphalt and materials, and including all ADOT jobs; bonding; sales tax; and compliance with all federal, state, local and tribal laws and regulations, including, but not limited to, the Davis-Bacon Act and other wage provisions.
2. BLT's responsibility is limited to supplying goods with proper mix weights (i.e., PSI and Slump). BLT is not responsible for any other issues, including, but not limited to, dusting, cracking, spalling, finish quality, pop-outs, wind cracks, crazing or any other surface issues. Quoted prices may vary dependent on availability of non-BLT produced materials. Further, BLT's facility is an open pit mine, thus, BLT is not responsible for bird droppings, free seedlings and other wind-blown vegetation that may germinate from wind-blown seeds and are natural acts of God.
3. BLT is not responsible for any specifications dealing with non-indigenous species and/or compaction on job sites. Buyer/Contractor must ensure that all sites for recycled crushing operations are compacted and level.
4. BLT will obtain an ADEQ permit, if required, to complete a job. However, BLT is not responsible for obtaining any and all other necessary permits, including, but not limited to, special use permits, zoning, encroachments and conditional use permits.
5. In the event of any delays or cancellations resulting from BLT's performance or actions, BLT shall not be liable for any damages or expenses, incurred by Buyer/Contractor or others, as a result of any such delays or cancellations.
6. Buyer/Contractor is responsible for all outside equipment, labor, expenses and scheduling if BLT has a scheduling or break-down conflict and equipment is needed.
7. BLT is not responsible for, and will not pay, standby fees/expenses to any Buyer/Contractor or Vendor if any plant goes down for any reason.
8. BLT is not responsible for any charges incurred in relation to rail car services, such as demurrage fees or wear and tear.

Conditions & Additions:

1. Overtime (OT) rates will apply for work performed during the workweek (Monday-Friday) before 5 A.M., after 4 P.M. or after eight (8) hours of work has been performed in any one (1) day. OT rates will also apply to work performed on Saturday. Doubletime (DT) rates apply: (1) during the workweek, after twelve (12) hours of work has been provided in any one (1) day; (2) on Saturdays, after ten (10) hours of work has been performed; and (3) on Sundays. Triplettime (TT) rates will apply on Sundays, after twelve (12) hours of work has been performed, and for any amount of work performed on a holiday. These rates do not include any additional surcharges which may be applied based upon federal, state, local and/or tribal laws, regulations or provisions.
2. If a concrete plant is requested to be open on a Sunday, a start-up fee of \$2,000.00 may apply and a \$10.00 per yard additional costs will apply. If a concrete plant is requested to be open on a holiday, a start-up fee of \$8,000.00 may apply and a \$15.00 per yard additional costs will apply.
3. If a hot plant is requested to be open on a Saturday, a start-up fee of \$1,000.00 may apply and a \$5.00 per ton additional costs will apply. If a hot plant is requested to be open on a Sunday, a start-up fee of \$2,000.00 may apply and a \$10.00 per ton additional costs will apply. If a hot plant is requested to be open on a holiday, a start-up fee of \$8,000.00 may apply and a \$15.00 per ton additional costs will apply.
4. If an aggregate plant is requested to be open (non-production, i.e. existing stockpile) on a Saturday, a start-up fee of \$1,000.00 may apply. If an aggregate plant is requested to be open (non-production, i.e. existing stockpile) on a Sunday, a start-up fee of \$2,000.00 may apply. If an aggregate plant is requested to be open (non-production, i.e. existing stockpile) on a holiday, a start-up fee of \$8,000.00 may apply. If the aggregate plant is requested to be open (in production, i.e. producing product) during the aforementioned times, an additional tonnage rate will also be applied for Saturday at +\$2.00, Sunday at +\$4.00 and holiday at +\$6.00. All weekend and holiday trucking charges will be based on hourly rates.
5. Standby Fees: All plants have a standby charge of \$125.00 per hour. Once a piece of equipment is on the job, the stand-by rate is: \$1.00 per minute after the first sixty (60) minutes for concrete trucks; and \$45.00 per hour after the first fifteen (15) minutes for dump trucks.
6. There is a minimum requirement of fifty (50) tons of asphalt per customer. If the minimum is not met, a \$500 fee will apply Monday through Friday. Minimum load fees apply to deliveries of less than 4 CY of concrete and of less than 18 tons of aggregates.
7. Any safety, environmental or other class(es), required by Buyer/Contractor or Owner, will be charged at a separate quoted hourly rate. Military base access, badge requirements, runway passes, FAA clearances, MSHA requirements or other clearances and any requirement directed by owner or contractor are not provided by BLT, will require prior notice and an hourly fee will apply.

ej.v

Ship To
 City of San Luis
 Public Works Transfers Station
 1311 North 4th Avenue
 San Luis, AZ 85349

Bill To
 City of San Luis
 Finance
 P.O. Box 7740
 San Luis, AZ 85349

Purchase Order
 No. 2022-00001324

DATE 10/19/2021

VENDOR 8024 - BLT ASPHALT LLC

Contact
 ASPHALT
 PO BOX 6486
 YUMA, AZ 85366



PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
35,372.4800	TON	ROAD AND HIGHWAY BUILDING MATERIALS - MATERIAL (ASPHALT) FOR STREET REPAIRS CITYWIDE - QUOTE #MQ0001018 6/30/21 ITEM #75100 CITY OF YUMA C-2 (1/2") ASPHALT 200-210-70025 - Maintenance/Other 35,372.48	1.0000	\$35,372.48
TOTAL DUE				\$35,372.48

Special Instructions

OPEN PO | OCTOBER TO JUNE (FY 21-22)

- Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
- Exempt from state local and federal taxes.
- Substitute will not be accepted without prior approval.
- C.O.D. or collect shipments will not be accepted.
- Partial shipments will be accepted if invoiced separately.
- Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
- Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
- All invoices must be mailed to the Finance Department.



INTERNAL REQUISITION

GENERAL INSTRUCTIONS: Complete internal requisition (worksheet) & submit with all necessary attachments to PW Administrative Office. Official requisition will be entered/processed in NW system & submitted to Finance for a PO.

2022-1430

CITY OF SAN LUIS
Department of Public Works

DATE: 10-7-21



REQUESTOR: Heriberto Vargas

DIVISION: Hwy Users-Public Works

VENDOR NAME: BLT Companies
ADDRESS: 3515 East Gila Ridge Road CITY/STATE/ZIP: Yuma AZ, 85366

IMPORTANT NOTE: New vendor - Submit updated W-9 form (Finance Dept. will process W-9). Requisition will be placed on-hold until vendor is entered in NW system.

by 21-22

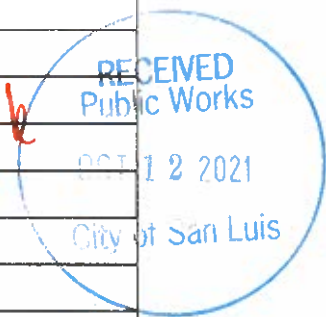
REASON FOR PURCHASE and/or PROJECT:

Hot Mix Asphalt to repair damaged areas creating Hazards on city streets, Open PO # for 9 months, from October 2021 to June 2022

Open PO / Blanket

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
50	75138	City of Yuma-C-2 (1/2") Per Month	\$ 71.00	\$ 3,550.00
		Open PO # for 9 months		

75138



ACCOUNT: 70025 ACCOUNT: _____
ACCOUNT: _____ ACCOUNT: _____

SUBTOTAL	\$ 31,950.00
MISC. FEE	0.00
FREIGHT/S&H	0.00
TAX	\$ 3,422.48
TOTAL	\$ 35,372.48

OFFICE USE ONLY
DEPT. HEAD APPROVAL
DH: _____ DATE: _____

SUPERVISOR SIGNATURE: H. Vargas 10-7-21



3515 East Gila Ridge Road, Yuma, Arizona 85365
 Main: (928) 726-1951
 Dispatch: (928) 726-0435

BLT ASPHALT LLC | BLT CPT LLC | BLT CONTRACTING LLC | BLT MATERIALS LLC | BLT READY MIX CONCRETE LLC | BLT TRUCKING LLC



PRICE QUOTE

EXPIRES ON Jun 30, 2022

CUSTOMER NAME: San Luis, City of
 CUSTOMER ADDRESS: P.O. Box 3750
 San Luis, AZ 85349
 ATTENTION: Angelica Cifuentes
 BID QUOTE NUMBER: MQ0001018_

PROJECT NAME: SLA Various Projects Fiscal Year 2021/22
 PROJECT LOCATION: Juan Sanchez Blvd @ Main Street, San Luis, AZ 85349
 DATE QUOTED: Jun 30, 2021
 EMAIL: acifuentes@sanluisaz.gov
 JOB NUMBER:
 BID DATE: Jun 30, 2021
 PHONE: 928-341-8548

PRODUCT LINE	QUANTITY	UOM	CODE	DESCRIPTION	PRICE P/UNIT
Asphalt	1.00	Per Ton	75100	City of Yuma-C-2 (1/2")	\$71.00
Asphalt	1.00	Per Ton	75138	City of Yuma C-1 Surface 3/8"	\$74.00
Concrete	1.00	Per Cubic Yard	134251	2500 PSI	\$118.00
Concrete	1.00	Per Cubic Yard	134257	2500 PSI City Class B	\$120.50
Concrete	1.00	Per Cubic Yard	134307	3000 PSI City of Yuma-Class A	\$123.50

NOTE:

We appreciate the opportunity to provide this bid for your upcoming project. Please be advised that commodities used in the production of concrete and asphalt, such as oil, cement, aggregates, chemical, fuel, etc., have recently become very unpredictable, volatile, and often times, scarce. Prices are changing on a daily basis, therefore the expiration date on any price quote that you receive from BLT will remain firm. It is imperative that you consider and understand this when discussing with your customers during the bidding process and take precautionary measures to protect your company. We respectfully request proper notice, at least 30 days, prior to starting a job, in order to produce the material as parts and equipment are simply not as readily available during breakdowns/maintenance situations as they have been in the past. Please do not assume that a product you need will be available without notice. Most aggregate inventory is already allotted for current jobs. BLT will continue to produce spec material as per City and County (MAG) spec when directed. All testing is based on FOB at the plants, which is industry standard material supplier practice. It is the responsibility of the contractor to understand that once products, such as concrete, asphalt, or sand and gravel, leave our plants whether via FOB or delivery truck, the consistency and quality then becomes out of our control as it is then the contractors' responsibility to maintain that material as it was originally sold. The means and methods of best business practices are the exclusive rights of each contractor to understand the entire QC process. QC is available to customers during BLT's production of material, with prior notice. When placing orders, it is the customer's responsibility to order by the mix design reflected on any requested submittal. This price quote does not obligate BLT to provide said material as this is only a price quote.

Ready Mix Concrete - Minimum Load Fee applies to deliveries less than 4 cubic yards. Stand-by charges may apply. Prevailing wage not included. All orders must be placed by Mix Code. It is the responsibility of the customer to verify the mix has been approved by the owner of the job. BLT is not responsible for any spec related to air. If a temperature spec is required for the project, BLT reserves the right to cancel or decline scheduling any pours due to excessive weather forecast to include heat, wind, thunderstorms, etc. For non-hourly deliveries/service jobs, time waiting for Pass/Clearance per Truck per Operator per Hour = \$150.00 per hour, otherwise time will be charged port to port based on equipment hourly rate. It is the customer's responsibility to manage the required documentation for Base Entrance. Work on military bases, which includes MCAS-Yuma and YPG, require various testing (including but not limited to sulfate, 1260 and nuclear activity tests) not covered in our standard pricing. Therefore, customer is responsible for all specs and testing to include all aspects of Quality Control.

Special Provisions: FS 150 M 1/4" Fiber 1.0 lb/cy = \$7.50 /LB; FS 150 F 3/4" Fiber 1.5 lb/cy = \$7.50/LB; Plasticizer = \$3.00/CY; Retarder = \$3.00/unit; NC Accelerator 2000-2500 PSI = \$3.50/unit; NC Accelerator 3000-3500 PSI = \$4.00/unit; NC Accelerator 4000 PSI = \$4.25/unit; NC Accelerator 5000 PSI = \$4.50/unit

Asphalt Products - Passes oil content, voids, gradation, asphalt mix content at BLT Asphalt Plant. Unless noted, prices do not reflect Bituminous Material Price Adjustment (Price Index). There is a minimum requirement of fifty (50) tons of asphalt per customer. If the minimum is not met, a \$500 fee will apply Monday through Friday. All orders must be placed by Mix Code. It is the responsibility of the customer to verify the mix has been approved by the owner of the job.

Quoted By: Brian Thomas

Accepted By:

[Signature]
 Signature

[Signature]
 Printed Name 10-7-21

Buyer acknowledges and agrees to Terms & Conditions on following page. Buyer must sign and return this quote prior to material delivery.

BLT Standards Terms, Conditions & Exclusions

The prices quoted in every BLT bid are based on, and subject to, the following terms, conditions and exclusions. These terms, conditions and exclusions shall control and take precedence over any provision(s), term(s) and condition(s) to the contrary in any purchase order, contract or other document, and in the event of the absence of a subsequent agreement:

General Provisions:

1. All price quotes are based on standard BLT mix designs and specifications, unless otherwise noted, and depend upon supply and availability. Prices are subject to change without notice due to increases in the cost of materials, including, but not limited to, cement, asphalt oil and fuel. Further, a requested mix design that deviates from BLT's standard mix design and specifications is subject to an additional fee.
2. This quote expires as of the date expressly written on the bid or, if no expiration date is provided, 30 days after the date of this quote.
3. Quoted prices are subject to change, even after Buyer/Contractor has accepted the bid, where any change is made to the specifications originally relied upon by BLT to provide the quoted price, including, but not limited to, circumstances where the quoted job is underway and/or change orders are received.
4. This price quote is only a quote, is not intended to serve as a contract or purchase agreement, and does not commit BLT to perform or execute the quoted job.
5. Buyer's/Contractor's signature is required on this form upon execution of the job. If Buyer/Contractor cancels the job, cancellation fees shall apply regardless of the reason for the cancellation.
6. Under no circumstances shall Buyer/Contractor retain any monies due to BLT Companies.
7. Miscellaneous: All products are to specifications at BLT's production site. All equipment is quoted and charged port-to-port at the full rate. All roads must be passable with trucks. Jobs and/or orders placed over the phone may be voice recorded. A three percent (3%) surcharge will be applied to credit card payments.

Restrictions & Exclusions:

1. All quotes exclude: placing of ABC, Asphalt and/or Concrete; quality control, and any other testing, on any and all jobs including mix designs, concrete, asphalt and materials, and including all ADOT jobs; bonding; sales tax; and compliance with all federal, state, local and tribal laws and regulations, including, but not limited to, the Davis-Bacon Act and other wage provisions.
2. BLT's responsibility is limited to supplying goods with proper mix weights (i.e., PSI and Slump). BLT is not responsible for any other issues, including, but not limited to, dusting, cracking, spalling, finish quality, pop-outs, wind cracks, crazing or any other surface issues. Quoted prices may vary dependent on availability of non-BLT produced materials. Further, BLT's facility is an open pit mine, thus, BLT is not responsible for bird droppings, free seedlings and other wind-blown vegetation that may germinate from wind-blown seeds and are natural acts of God.
3. BLT is not responsible for any specifications dealing with non-indigenous species and/or compaction on job sites. Buyer/Contractor must ensure that all sites for recycled crushing operations are compacted and level.
4. BLT will obtain an ADEQ permit, if required, to complete a job. However, BLT is not responsible for obtaining any and all other necessary permits, including, but not limited to, special use permits, zoning, encroachments and conditional use permits.
5. In the event of any delays or cancellations resulting from BLT's performance or actions, BLT shall not be liable for any damages or expenses, incurred by Buyer/Contractor or others, as a result of any such delays or cancellations.
6. Buyer/Contractor is responsible for all outside equipment, labor, expenses and scheduling if BLT has a scheduling or break-down conflict and equipment is needed.
7. BLT is not responsible for, and will not pay, standby fees/expenses to any Buyer/Contractor or Vendor if any plant goes down for any reason.
8. BLT is not responsible for any charges incurred in relation to rail car services, such as demurrage fees or wear and tear.

Conditions & Additions:

1. Overtime (OT) rates will apply for work performed during the workweek (Monday-Friday) before 5 A.M., after 4 P.M. or after eight (8) hours of work has been performed in any one (1) day. OT rates will also apply to work performed on Saturday. Doubletime (DT) rates apply: (1) during the workweek, after twelve (12) hours of work has been provided in any one (1) day; (2) on Saturdays, after ten (10) hours of work has been performed; and (3) on Sundays. Tripletime (TT) rates will apply on Sundays, after twelve (12) hours of work has been performed, and for any amount of work performed on a holiday. These rates do not include any additional surcharges which may be applied based upon federal, state, local and/or tribal laws, regulations or provisions.
2. If a concrete plant is requested to be open on a Sunday, a start-up fee of \$2,000.00 may apply and a \$10.00 per yard additional costs will apply. If a concrete plant is requested to be open on a holiday, a start-up fee of \$8,000.00 may apply and a \$15.00 per yard additional costs will apply.
3. If a hot plant is requested to be open on a Saturday, a start-up fee of \$1,000.00 may apply and a \$5.00 per ton additional costs will apply. If a hot plant is requested to be open on a Sunday, a start-up fee of \$2,000.00 may apply and a \$10.00 per ton additional costs will apply. If a hot plant is requested to be open on a holiday, a start-up fee of \$8,000.00 may apply and a \$15.00 per ton additional costs will apply.
4. If an aggregate plant is requested to be open (non-production, i.e. existing stockpile) on a Saturday, a start-up fee of \$1,000.00 may apply. If an aggregate plant is requested to be open (non-production, i.e. existing stockpile) on a Sunday, a start-up fee of \$2,000.00 may apply. If an aggregate plant is requested to be open (in production, i.e. producing product) during the aforementioned times, an additional tonnage rate will also be applied for Saturday at +\$2.00, Sunday at +\$4.00 and holiday at +\$6.00. All weekend and holiday trucking charges will be based on hourly rates.
5. Standby Fees: All plants have a standby charge of \$125.00 per hour. Once a piece of equipment is on the job, the stand-by rate is: \$1.00 per minute after the first sixty (60) minutes for concrete trucks; and \$45.00 per hour after the first fifteen (15) minutes for dump trucks.
6. There is a minimum requirement of fifty (50) tons of asphalt per customer. If the minimum is not met, a \$500 fee will apply Monday through Friday. Minimum load fees apply to deliveries of less than 4 CY of concrete and of less than 18 tons of aggregates.
7. Any safety, environmental or other class(es), required by Buyer/Contractor or Owner, will be charged at a separate quoted hourly rate. Military base access, badge requirements, runway passes, FAA clearances, MSHA requirements or other clearances and any requirement directed by owner or contractor are not provided by BLT, will require prior notice and an hourly fee will apply.

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