



## 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, August 24, 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 or 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, 24 de Agosto 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**  
**August 24, 2022**  
**7:00 p.m.**

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting of August 24, 2022 in person if the 6-foot distance can be maintained which is 27 people. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the city's website <https://sanluisaz.gov/listenlive> after the meeting. Call to the Public will only be available to those attending the meeting in person.

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

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 24 de Agosto del 2022, si la distancia de 6 pies puede mantenerse, que es de 27 personas. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad <https://sanluisaz.gov/listenlive> después de la reunión. Llamado al Público estara disponible solo a quienes asistan a la junta en persona.

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

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PROCLAMATIONS**
  4. A. - Women's Equality Day - August 26, 2022
  4. B. - Childhood Cancer Awareness Month - September 2022
  4. C. - Library Card Sign Up Month - September 2022
  4. D. - National Suicide Prevention Month - September 2022

5. **PRESENTATION**

5. A. Presentation on any and all matters regarding the annual update for Greater Yuma Port Authority. **(Buna George, Executive Director for Greater Yuma Port Authority)**

6. **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.

6. A. **MINUTES OF**

- Regular Council meeting held August 10, 2022
- Special Council meeting held August 16, 2022

6. B. **Disbursements from August 2, 2022, to August 15, 2022**

Total Disbursements \$1,266,434.77

(One Million, Two Hundred Sixty-Six Thousand, Four Hundred Thirty-Four Dollars and Seventy-Seven Cents)

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

7. A. Discussion and possible action on any and all matters regarding the purchase of bays/barns for apparatus parking at station #2. **(Angel Ramirez, Fire Chief)**

7. B. Discussion and possible action on any and all matters regarding the authorization to approve McNeece Bros. Oil Company, Inc. for the purchase of gasoline and diesel fuels from Pacific Pride for Fiscal Year 2022-2023. **(Jorge Perez, Assistant Director of Public Works)**

7. 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 Raul Rafael Urena Taylor on behalf of VR Wholesale, Inc. located at 1345 N. Main Street, San Luis, Arizona. **(Melissa Lopez, Deputy City Clerk)**

A. Open Public Hearing

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

B. Close Public Hearing

C. Action on the recommendation on the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Raul Rafael Urena Taylor on behalf of VR Wholesale, Inc.

7. D. Discussion and possible action on any and all matters regarding the appointment of one (1) City of San Luis resident to serve on the City of San Luis Planning and Zoning Commission. **(Jose A. Guzman, Director of Planning and Zoning)**

7. E. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2022-0425. A request by DuBose Design Group on behalf of the Sam Group Investments Partnership for a Conditional Use Permit from Section 18.35.30 (C)(1) of the City of San Luis Zoning Ordinance to allow a commercial building with a gross floor area greater than 50,000 square feet. Assessor's parcel number 227-15-011, located on the northeast corner of Oak Avenue and County 24 1/2 Street in San Luis Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- A. Open Public Hearing
    - 1. Staff Presentation
    - 2. Call to the Public on this item
  - B. Close Public Hearing
  - C. Action on Conditional Use Permit Case No. 2022-0425
7. F. Discussion and possible action on any and all matters regarding Resolution No. 2228. A resolution of the Mayor and City Council of the City of San Luis, Arizona correcting a scrivener's error *nunc pro tunc in*; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**
7. G. Discussion and possible action on any and all matters regarding Resolution No. 2229. A resolution of the Mayor and Council of the City of San Luis, Arizona, setting towing and storage fees pursuant to Section 10.25.030(H) of the City Code of the City of San Luis, Arizona, repealing any conflicting provisions and providing for severability. **(Richard Jessup, Chief of Police)**
7. H. Discussion and possible action on any and all matters regarding Resolution No. 2230. A resolution of the Mayor and City Council of the City of San Luis, Arizona, establishing rates for parking control devices and parking meters; establishing a parking control zone; repealing any conflicting provisions; providing for severability. **(Richard Jessup, Chief of Police and Kay Marion Macuil, City Attorney)**
7. I. Discussion and possible action on any and all matters regarding Resolution No. 2231. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting an Intergovernmental Agreement between the City of San Luis and the Yuma County for the Yuma Region-Imagery Acquisition Consortium project. **(Jose A. Guzman, Director of Planning and Zoning and Isaac Gutierrez, GIS Analyst)**
7. J. Discussion and possible action on any and all matters regarding Ordinance No. 428. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code; declaring the document entitled "San Luis Video Services Regulations" a public record; adopting the "San Luis Video Services Regulations" by adding Chapter 5.25 titled "Video Services" relating to regulating, licensing, imposing fees, imposing a penalty for violation, and establishing an effective date; repealing any conflicting provisions and ordinances; providing for severability. **(Kay Marion Macuil, City Attorney)**
- A. Action on Reading of Ordinance No. 428 by title only  
(City Clerk to read the ordinance by title only)
  - B. Action and adoption of Ordinance No. 428

7. **K.** Discussion and possible action on any and all matters regarding Ordinance No. 429. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 150 Building Regulations to amend Subsection 150.10.130 (C) and add Subsection (E) to Section 150.10.130 Additional Regulations; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Action on Reading of Ordinance No. 429 by title only  
(City Clerk to read the ordinance by title only)  
B. Action and adoption of Ordinance No. 429

8. **SUMMARY OF CURRENT EVENTS**

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

9. **CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

10. **ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**4. A.**

Meeting Date: 08/24/2022

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Title:

- Women's Equality Day - August 26, 2022

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## Attachments

Proclamation

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# *Proclamation*

**WOMEN'S EQUALITY DAY  
August 26, 2022**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, women in the United States have continuously worked to gain full rights and privileges – public or private, legal or institutional – as citizens of the United States; and

**WHEREAS**, women in every state and every cultural and religious group worked to secure women's right to vote; and

**WHEREAS**, this day marks the 102<sup>nd</sup> anniversary of 19<sup>th</sup> Amendment that secured for women in the United States the constitutional right to vote; and

**WHEREAS**, recognizing Women's Equality Day as a day of celebration throughout the country emphasizes the importance of women's work for democracy.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim August 26, 2022 as "**Women's Equality Day**" and encourage all citizens of San Luis to celebrate the importance of gender equality in society.

**DATED** this 24<sup>th</sup> day of August 2022.

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Gerardo Sanchez, Mayor

**ATTEST:**

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Melissa Lopez, Deputy City Clerk



## PROCLAMATION

**Regular City Council Meeting**

**4. B.**

Meeting Date: 08/24/2022

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Title:

- Childhood Cancer Awareness Month - September 2022

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Attachments

Proclamation

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OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

## CHILDHOOD CANCER AWARENESS MONTH

### September 2022

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that I, Mayor Gerardo Sanchez, do hereby proclaim September 2022, as "**Childhood Cancer Awareness Month**", in the City of San Luis, Arizona in order to help raise awareness of pediatric cancer.

Dated this 24<sup>th</sup> day of August 2022.

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Gerardo Sanchez, Mayor

**ATTEST:**

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Melissa Lopez, Deputy City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. C.**

Meeting Date: 08/24/2022

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Title:

- Library Card Sign Up Month - September 2022

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Attachments

Proclamation

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# *Proclamation*

## LIBRARY CARD SIGN-UP MONTH September 2022

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, libraries and librarians play a crucial role in the education and development of children;

**WHEREAS**, libraries provide a learning environment that fosters joyful exploration, encouraging students to research subjects that they are genuinely curious about;

**WHEREAS** librarians create welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another;

**WHEREAS**, librarians provide a variety of books and resources to serve everyone in the community, making knowledge and ideas available so that people have the freedom to choose what to read;

**WHEREAS**, a library card empowers all people to pursue their dreams, explore new passions and interests, and find their voice;

**NOW, THEREFORE**, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim September 2022, as "**Library Card Sign-up Month**", in San Luis, Arizona, and encourage everyone to sign up for their own library card today.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of August 2022.

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

**ATTEST:**

\_\_\_\_\_  
Melissa Lopez, Deputy City Clerk



## PROCLAMATION

**Regular City Council Meeting**

**4. D.**

Meeting Date: 08/24/2022

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Title:

- National Suicide Prevention Month - September 2022

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## NATIONAL SUICIDE PREVENTION MONTH September 2022

**WHEREAS;** September is known globally as “Suicide Prevention Month”, the National Suicide Prevention Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people with the appropriate support services; and

**WHEREAS;** According to the American Foundation for Suicide Prevention (A.F.S.P.), suicide is the 10<sup>th</sup> leading cause of death among adults, and the 2<sup>nd</sup> leading cause of death among individuals between the ages of 10 and 34 in the US; and

**WHEREAS;** more than 48,000 people died by suicide across the United States each year, with an average of 132 suicides completed daily; and

**WHEREAS;** each and every suicide directly impact a minimum of 100 additional people, including family, friends, co-workers, neighbors, and community members; and

**WHEREAS;** we encourage all residents to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.

**NOW, THEREFORE,** be it resolved that I, Mayor Gerardo Sanchez, do hereby proclaim the month of September 2022, as “**National Suicide Prevention Month**”, in the City of San Luis, Arizona.

Dated this 24<sup>th</sup> day of August 2022.

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Gerardo Sanchez, Mayor

**ATTEST:**

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Melissa Lopez, Deputy City Clerk



# PRESENTATION

## Regular City Council Meeting

5. A.

Meeting Date: 08/24/2022

Submitted By: Sonia Cornelio, City Clerk's Office

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Presentation Topic/Summary:

Presentation on any and all matters regarding the annual update for Greater Yuma Port Authority.  
**(Buna George, Executive Director for Greater Yuma Port Authority)**

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Attachments

Presentation

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# GYPA

Greater  
Yuma  
Port  
Authority

## Greater Yuma Port Authority Update

City of San Luis, AZ

August 24, 2022

Presented by: Buna George, Executive Director

# Mission Statement

**The Greater Yuma Port Authority will develop a gateway for global trade to facilitate, promote and support multi modal transportation and trade opportunities to enhance the economic development in the Greater Yuma area.**



# **GYPA**

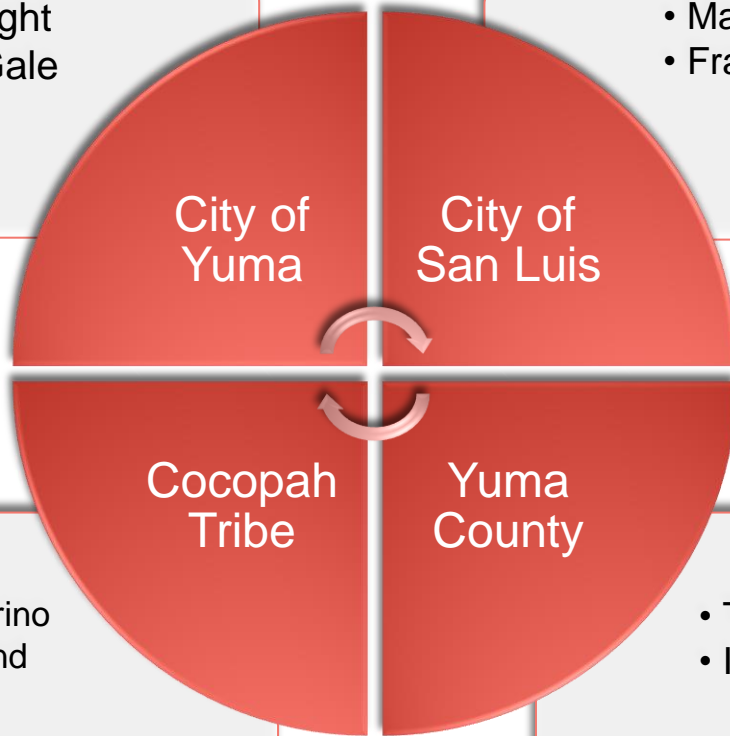
**Greater  
Yuma  
Port  
Authority**

# Board Members



- Gary Knight
- Wayne Gale

- Matias Rosales
- Frank Rascon

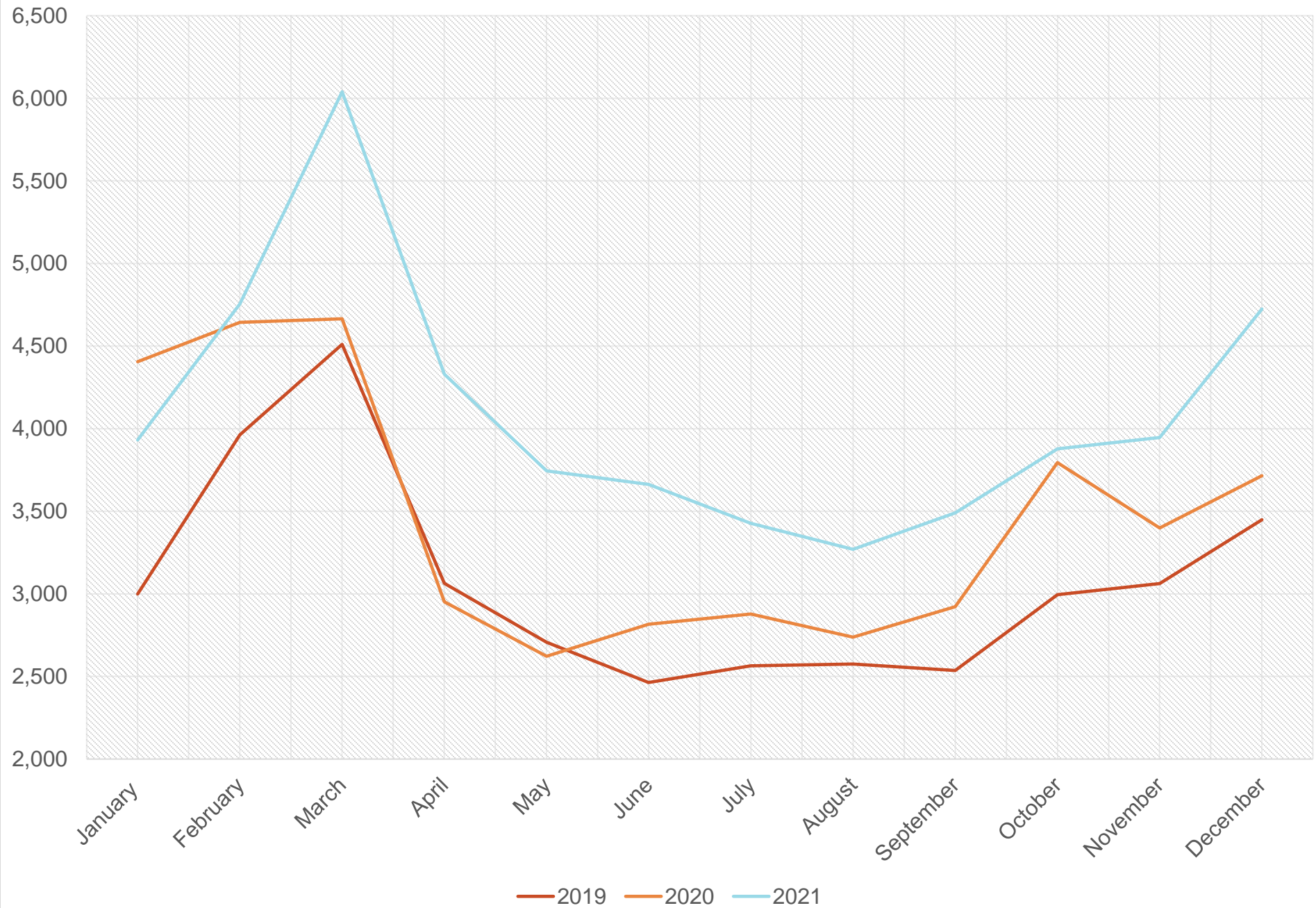


- Gary Magrino
- Eric Holland

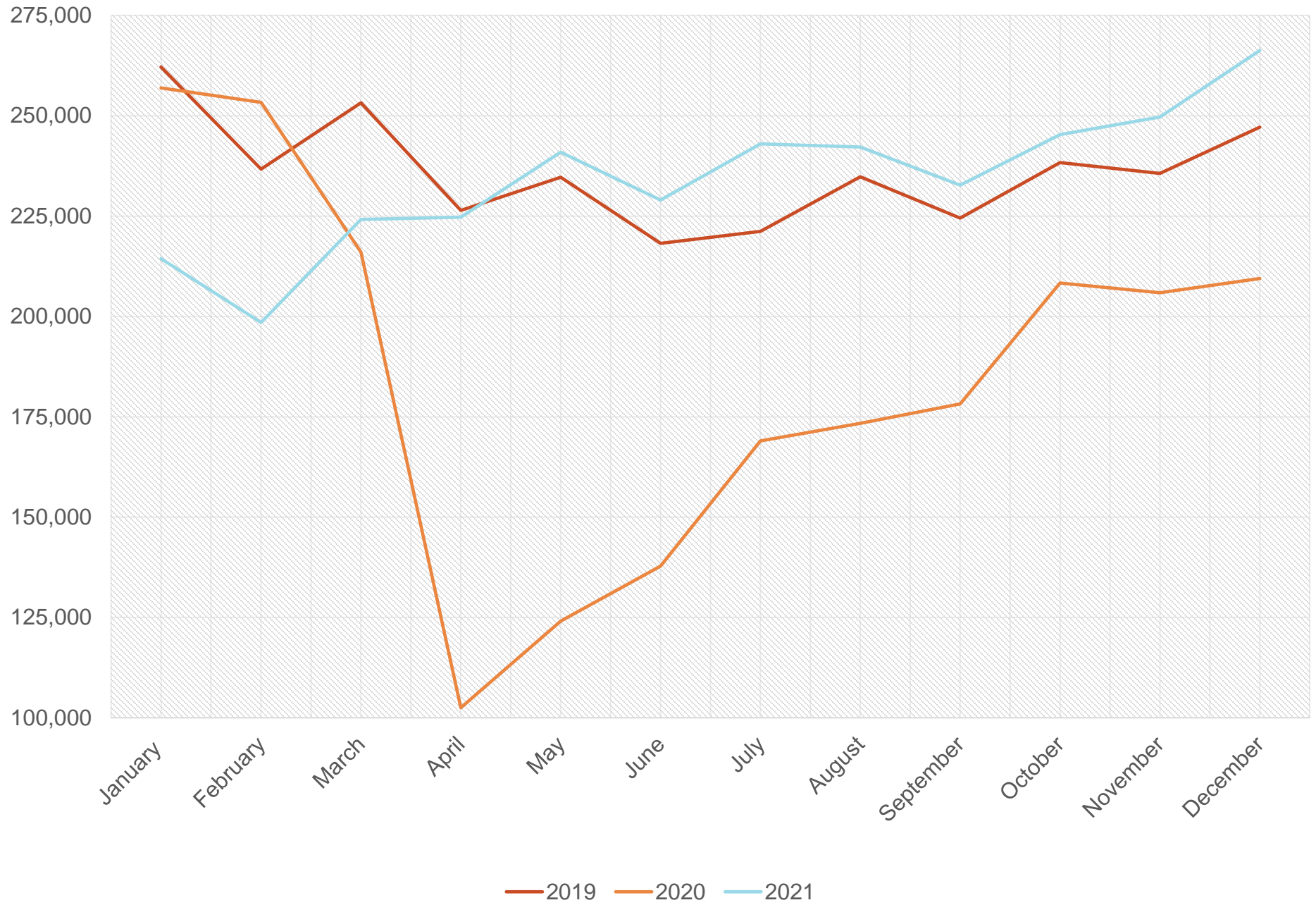
- Tony Reyes
- Ian McGaughey



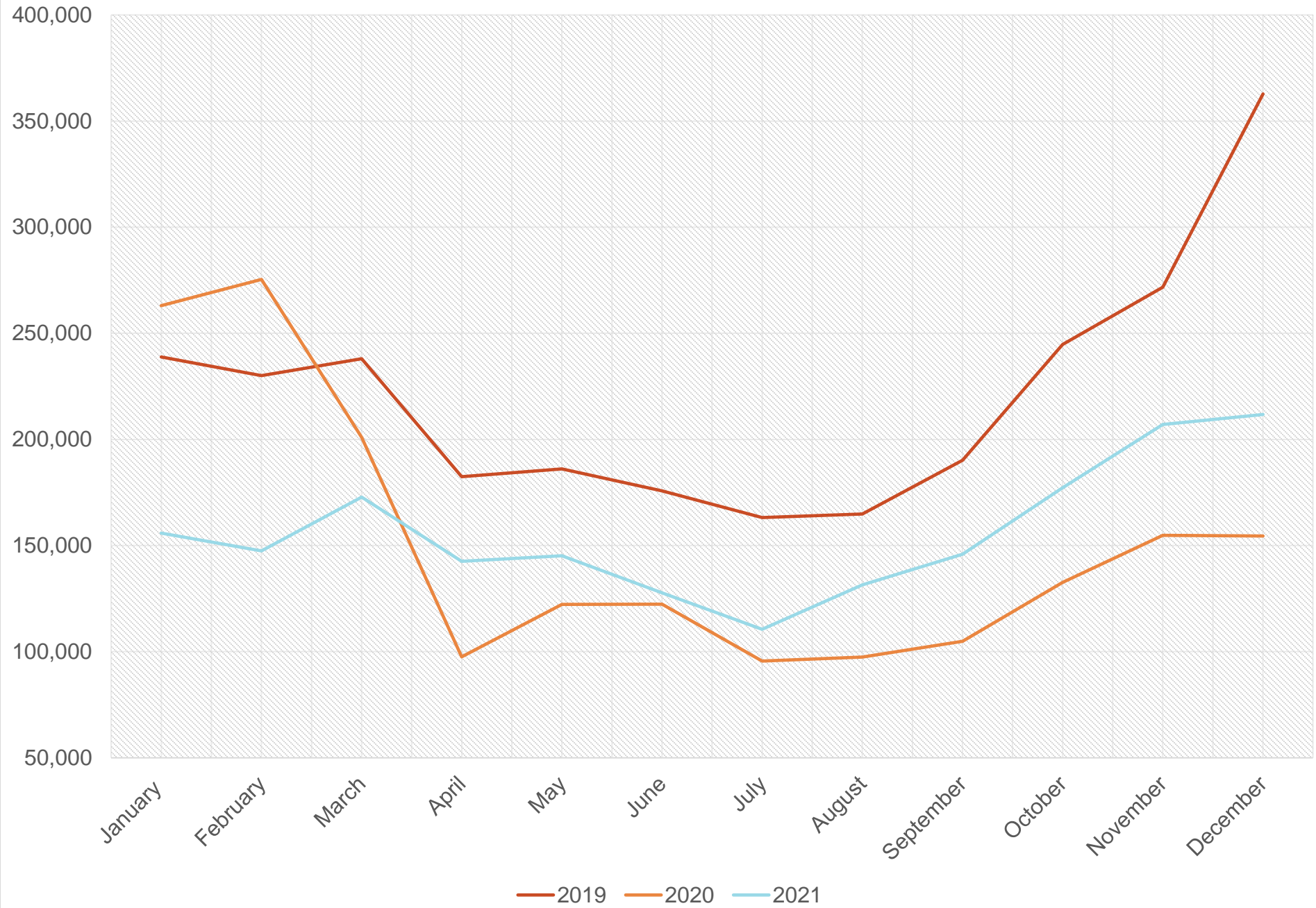
# Commercial Vehicles



# Private Vehicles

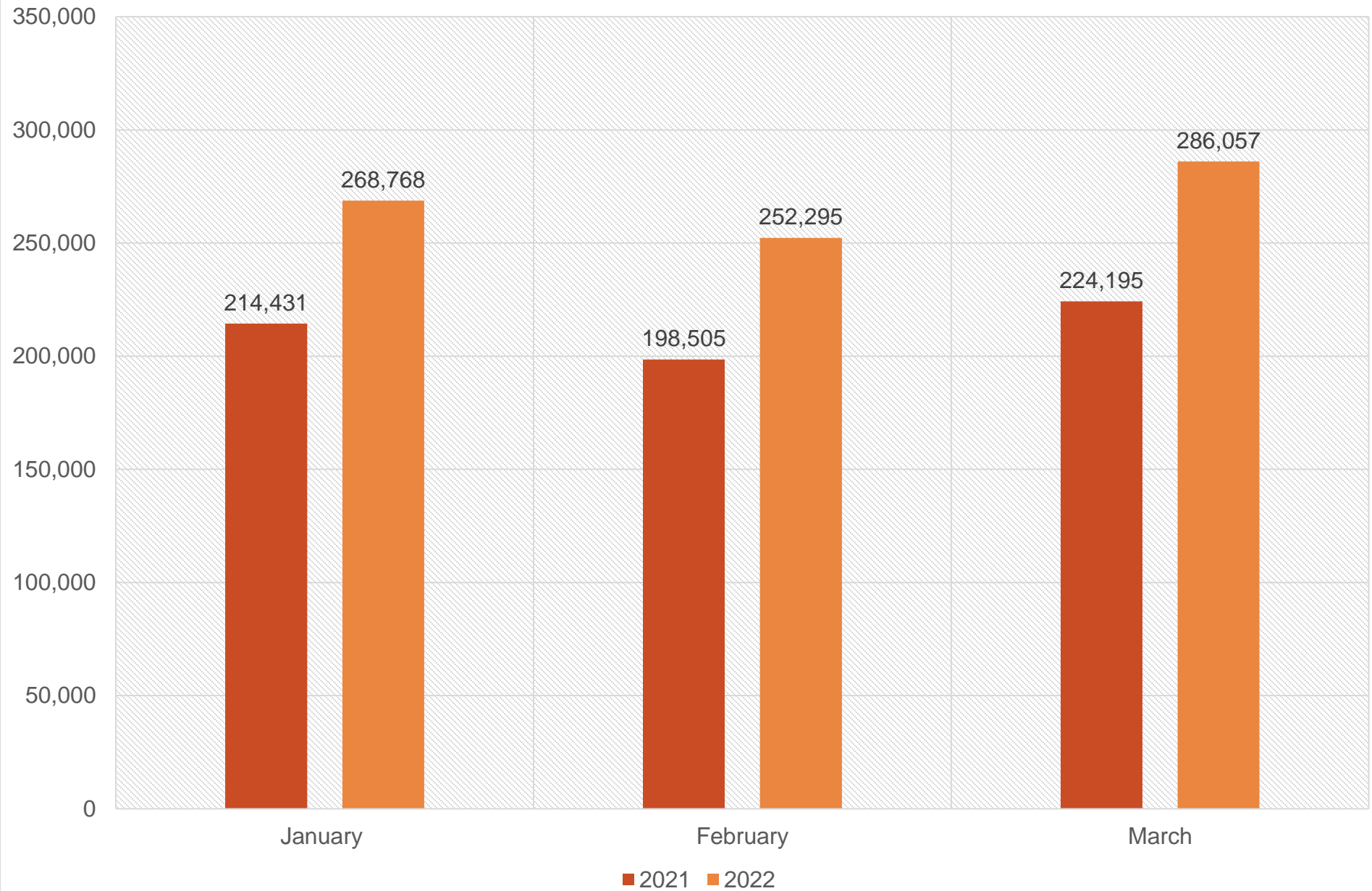


# Pedestrian



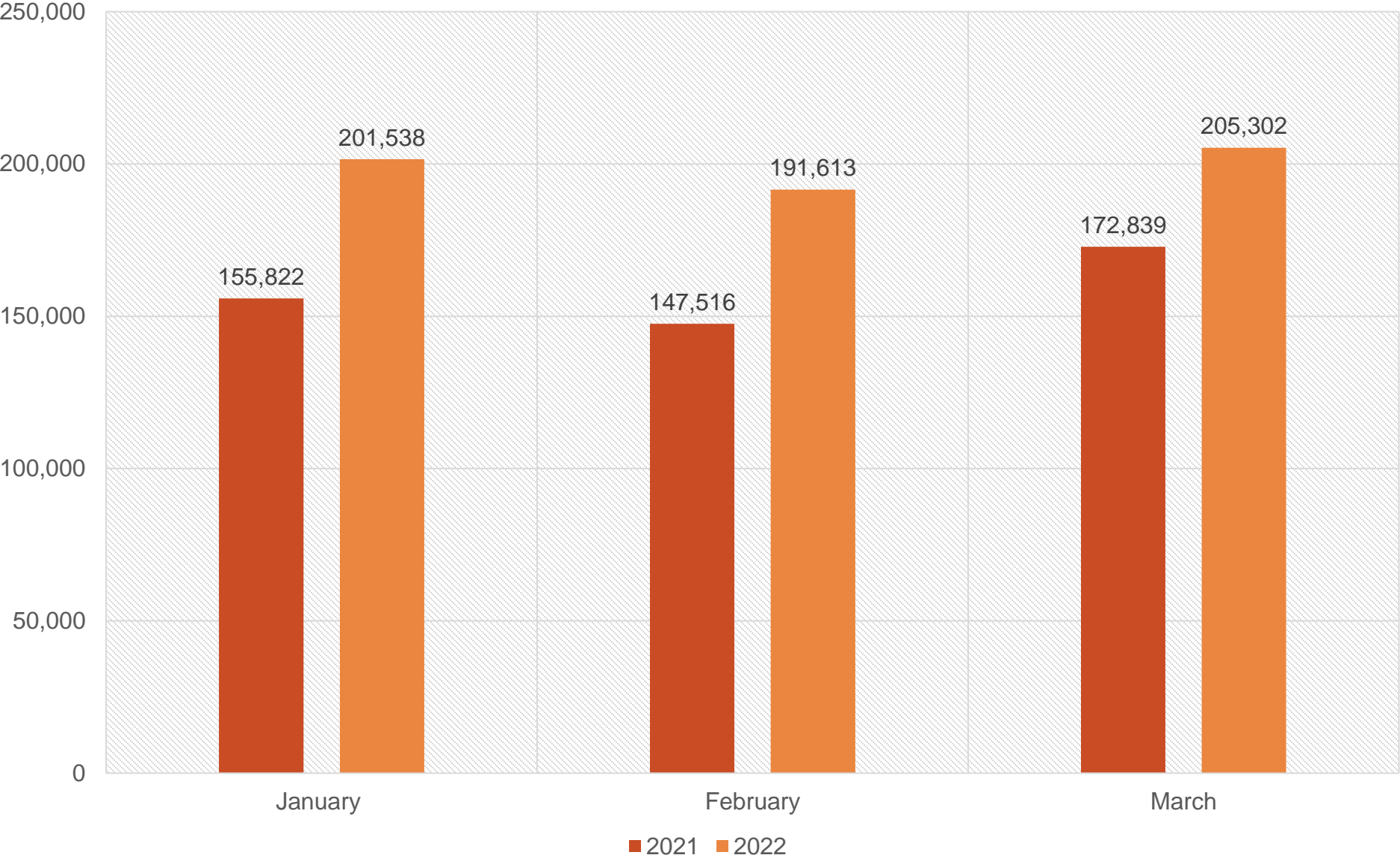
# Private Vehicles

## Q1 Comparison 2021/2022

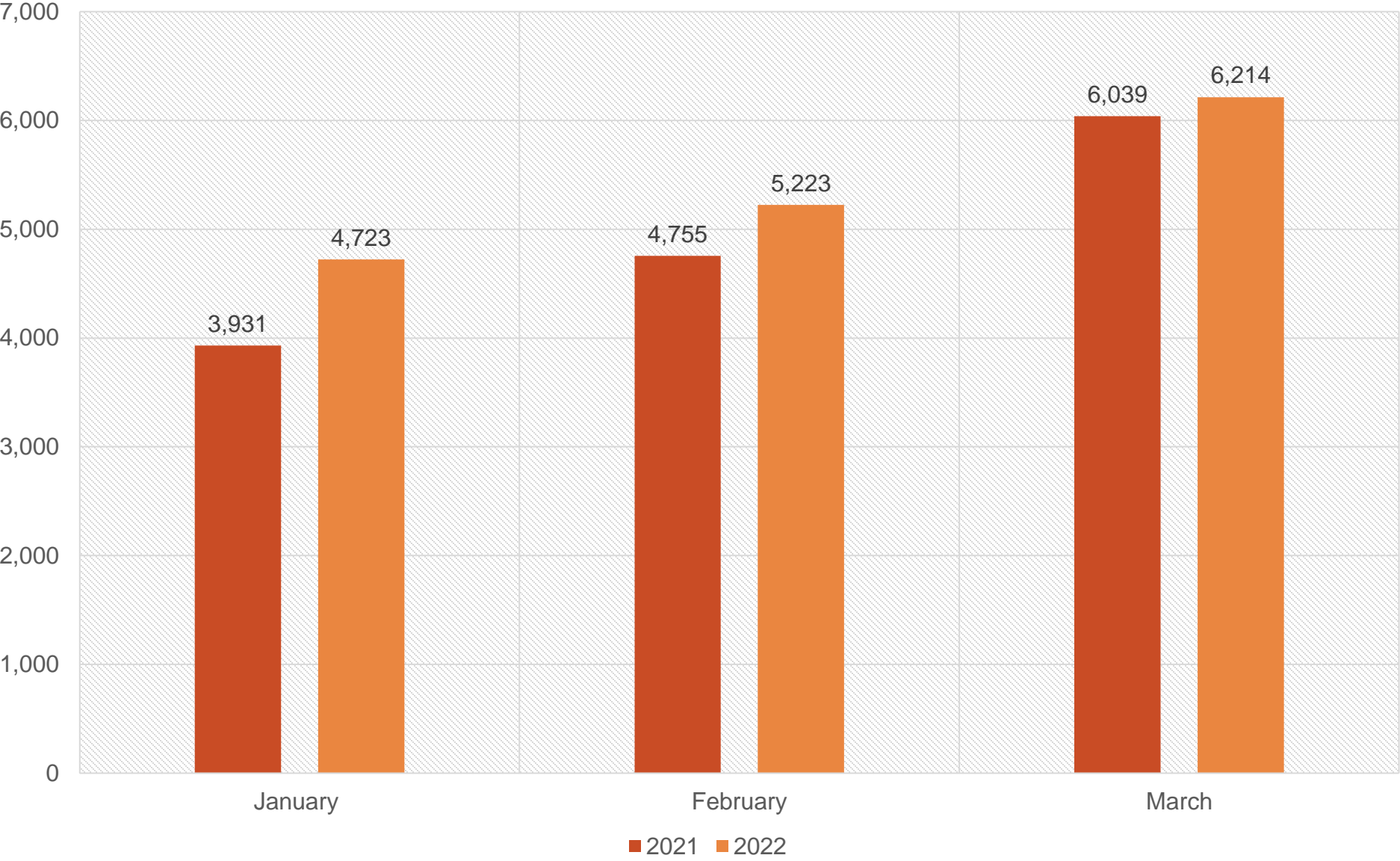


# Pedestrians

## Q1 Comparison 2021/2022



# Commercial Vehicles Q1 Comparison 2021/2022




## San Luis I LPOE - Alignment Confirmation Requested



### Mexico - please confirm these alignments:

\*All points are diagrammatic and approximate.


**Southbound Pedestrian**  Proposed southbound pedestrian crossing (east of southbound POV to avoid pedestrian/POV conflict).

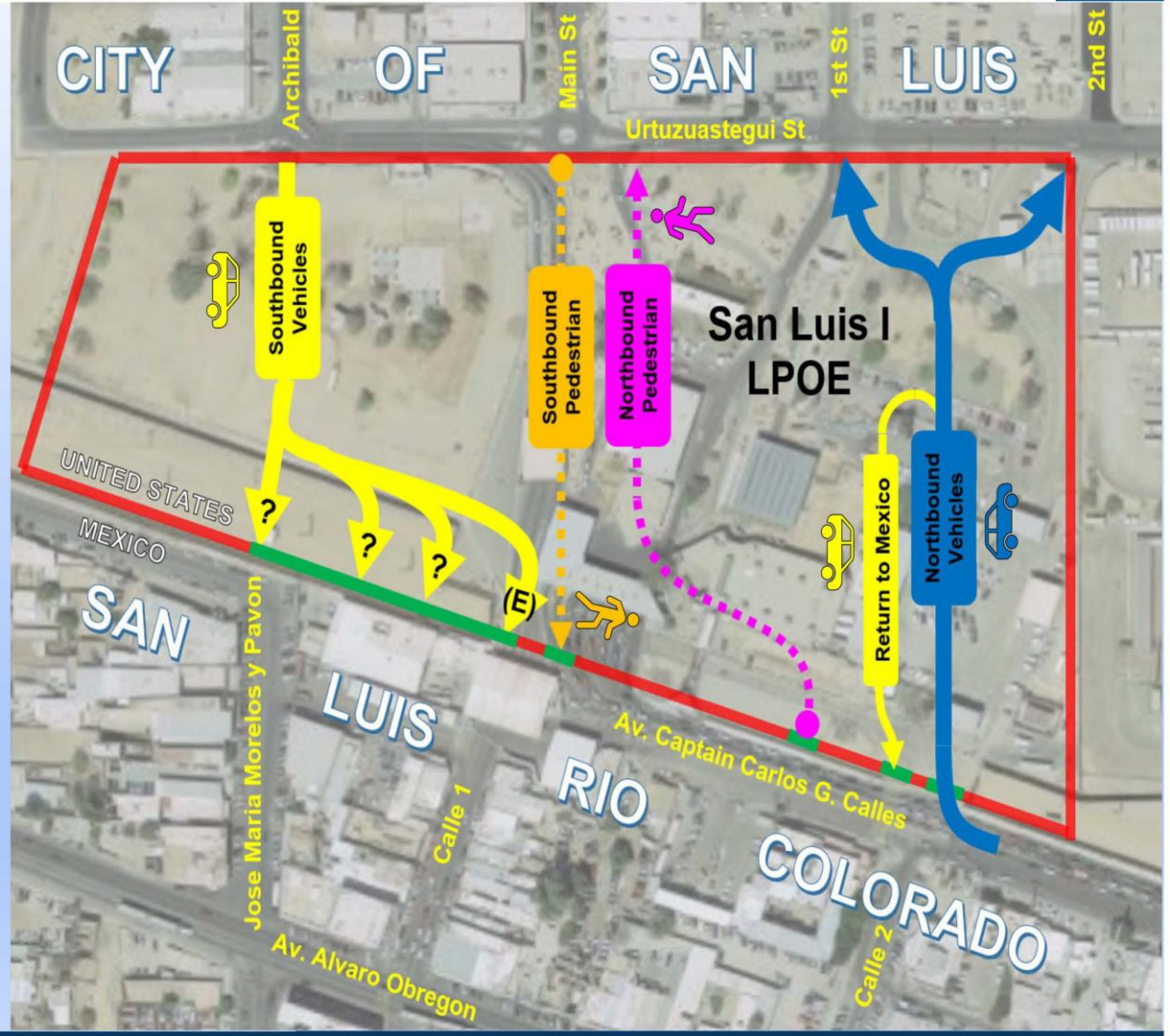
**Northbound Pedestrian**  Proposed northbound pedestrian crossing.

**Return to Mexico**  Proposed return to Mexico adjacent to proposed northbound POV.

**Northbound POV**  Proposed northbound POV at old truck.

### Mexico - please propose the SB alignment:

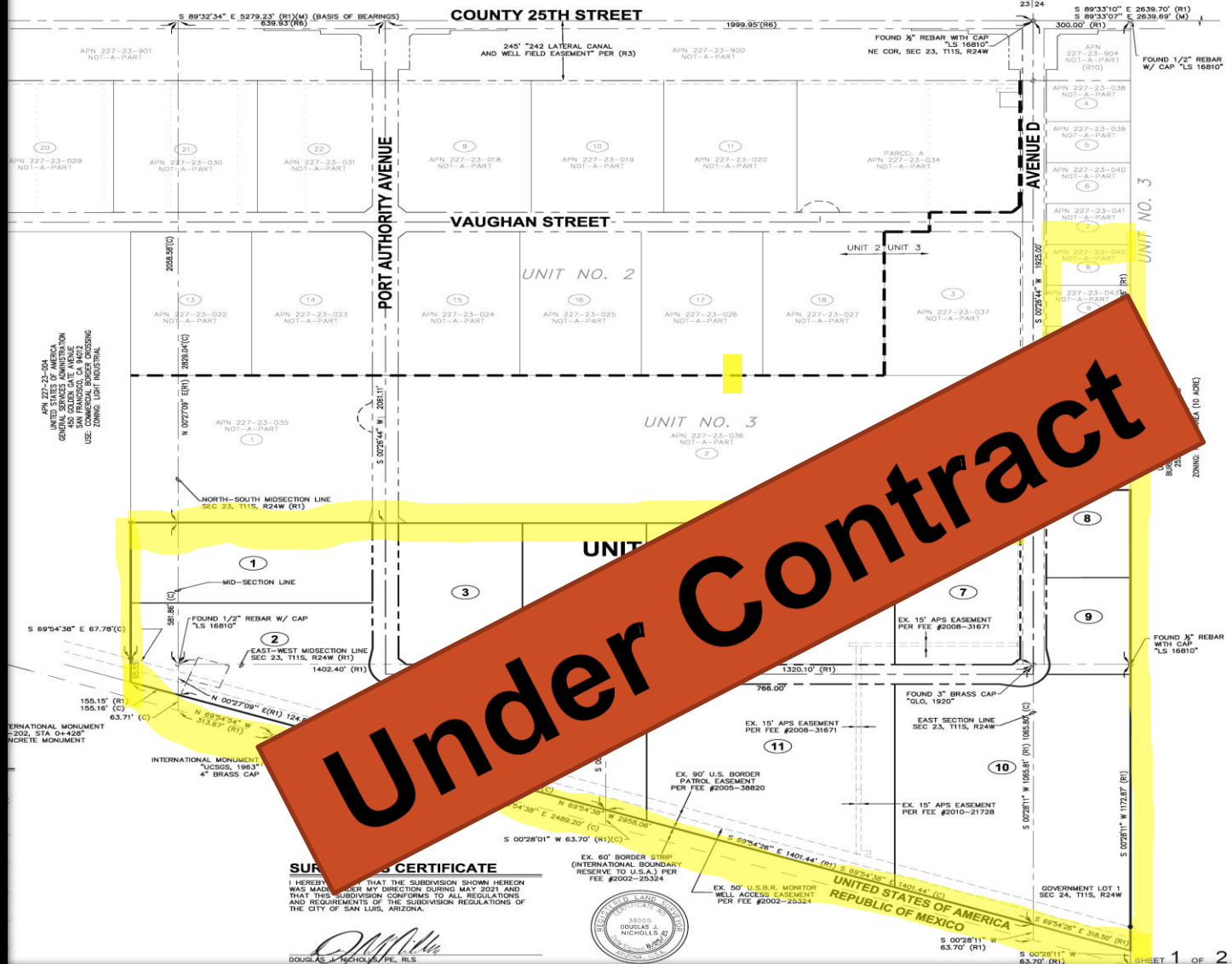
**Southbound POV**  The U.S. asks that Mexico propose a new southbound vehicle crossing point. Absent a commitment, the U.S. will build to the existing (E) southbound POV crossing at Calle 1.



# Gary J. Magrino Industrial Park

- In conjunction with Yuma County ARPA Funds allocation and an independent loan agreement, the full development of the Gary J. Magrino Industrial Park is underway!
- Express gratitude on behalf of the GYPA for the Counties assistance, especially Frank and Jason in Engineering for their guidance and hands on direction.
- With the development contract being awarded to DPE and a timeline in place...

**AL PLAT MAGRINO INDUSTRIAL PARK UNIT NO. 4**  
 DIVISION OF TRACT B OF MAGRINO INDUSTRIAL PARK UNIT NO. 3 PER BOOK 31 OF PLATS, PAGE 61-63  
 LOTS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.  
 NUMBER OF LOTS: 12 INDUSTRIAL LOTS



**Under Contract**

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MAY 2021 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

*Douglas J. Nicholls*  
 DOUGLAS J. NICHOLLS, P.E., R.L.S.



UNITED STATES OF AMERICA  
 REPUBLIC OF MEXICO

# Gary J. Magrino Industrial Park

- GYPA came to a mutual agreement with a non-profit corporation and the remainder of the Magrino Industrial Park is under contract for purchase. All 86 acres.
- Escrow was opened July 2022.
- This partner has the vision and the means to develop and build to suite options and is excited to partner with Port Users, Yuma's current and future Industries and has begun conversations with the regions Economic Development representatives.
- One of GYPA's principal functions was to *support trade opportunities to enhance economic development within the Greater Yuma area*. Thus, fulfilling another part of its mission statement.



### **Border Liaison Unit:**

- IBIQ: International Border Inspection Qualification
- Trainings provided by ADOT for port users and industry as requested
- Train and prepare drivers as to the ADOT requirements
- This program is a means to reduce out of service and tagged commercial vehicles
- This ensures the expediting of loads and lessening interference of time to market based on mechanical failures



### **Commercial Vehicle Enforcement Task Force**

- ADOT, DPS, FMCSA
- GYPA and Yuma County representatives met with Lt. Colonel Timothy Cheung, leadership for this new task force.
- streamlining ADOT's enforcement services bureau with a single management structure is a better use of personnel, uses financial resources more wisely and strengthens public safety for everyone who travels the Arizona roads".



# NASCO

- GYPA is an official member of NASCO network as of 2021.
- Executive Director Buna George was able to attend their annual Reunion in San Luis Potosi July 2021. In networking and meeting the many industry leaders present, Buna felt joining a well-connected network such as NASCO would bring great value to the GYPA Mission.
- NASCO is the leading organization focused on the competitiveness of the North American supply chain and closing the skilled workforce gap. We are the only tri-national network of the North American governments, business, and educational institutions, driven by a common interest in collaboration along commercial corridors and trade networks.



# NASCO



## LAND PORTS OF THE FUTURE WORKSHOP

# MARCH 24-25, 2022

### TEXAS A&M INTERNATIONAL UNIVERSITY STUDENT CENTER BALLROOM LAREDO, TEXAS

#### AGENDA

#### THURSDAY MARCH 24, 2022

- 08:00 - 09:00** Sign-in, coffee and light refreshments
- 09:00 - 09:15** **Dr. Pablo Arenaz, President of Texas A&M International University**  
Host Welcome and Introduction  
**Dr. Katie Turnbull, Executive Associate Director of Texas A&M Transportation Institute**  
**Dr. Gregory Pompelli, Director of Cross-Border Threat Screening and Supply Chain Defense**  
**Mr. Gerald Schwebel, IBC Bank Executive Vice President**
- 09:15 - 09:45** **Garrett Wright, Director of the DHS CBP Trade Modernization Office**  
**& Vincent Annunziato, Director of the DHS CBP Business Transformation & Innovation Division**  
CBP Programs and Policy Aimed at Optimization of Secure and Efficient Land Port Trade – At the Border and Beyond
- 09:45 - 09:55** **Armando Taboada, Assistant Director Field Operations - Trade at CBP Laredo Field Office**  
Laredo District: Past, Present, Future
- 09:55 - 10:30** Morning Q&A With Speakers
- 10:30 - 10:45** Coffee Break
- 10:45 - 11:05** **Adam Sulewski, U.S. Customs and Border Protection Trade Representative – México**  
Trade Security and Facilitation- The U.S. CBP Looks Forward Through the Lens of the USMCA
- 11:05 - 11:25** **Ms. Amy Cloud, Visiting Faculty, U.S. Coast Guard Academy**  
Supply Chain Security in Latin America
- 11:25 - 11:45** Pre-lunch recess
- 11:45 - 12:45** **Francisco Jaime King Cancino, Chair of the World Customs Organization Private Sector Consultative Group and Past-Chair of the International Federation of Customs Brokers Associations**  
Lunch Keynote - Efficiency at Borders: Challenges and Opportunities
- 12:45 - 13:15** Afternoon Q&A with Speakers
- 13:15 - 13:35** **Juan Carlos Villa, TTI Latin America Regional Manager**  
Overview of Land Port-Related Research and Programs- Highlighting "Border Wait Times Project," Border Wait Times Dashboard, and Enhanced
- 13:35 - 13:55** **Dr. Steve Liu & Dr. Matt Cochran-Cross-Border Threat Screening and Supply Chain Defense**  
Scalable, Immutable, and Privacy-Protected Trade Event Logging- Verifiability at the Interface Between Supply Chains, U.S. CBP, and Partner Government Agencies
- 13:55 - 14:10** **Dr. Steve Roop**  
FSX Freight Shuttle Xpress Overview
- 14:10 - 14:25** **Dr. Daniel Covarrubias- Texas Center for Border Economic & Enterprise Development**  
Logistics: The Impact of Exponential Technologies on International Trade
- 14:25 - 14:40** Coffee Break
- 14:40 - 15:00** **Workshop Topic #1 - Technology - Identifying Applications of Emerging Technologies that can Improve the Border Crossing Process**
- 15:00 - 15:10** Reports from Workshop Topic #1
- 15:10 - 15:30** **Workshop Topic #2 - Infrastructure Development that help Increase Competitiveness and Streamline North American Supply Chains**
- 15:30 - 15:40** Reports from Workshop Topic #2
- 15:40 - 15:50** Closing Remarks and Path Forward
- 18:00 - TBD** **Welcome Reception - Hosted by IBC Bank (2418 Jacaman Road, Laredo, Tx. 78041)**

#### FRIDAY MARCH 25, 2022

- 09:00 - 11:30** **Port Laredo Site Visit - up to 40 people on visit - participation limited (first come, first served)**





## Freight Shuttle System

[www.freightshuttle.com](http://www.freightshuttle.com)

### A ZERO-EMISSION VEHICLE (ZEV) SOLUTION FOR OVER-THE-ROAD FREIGHT

A new freight transportation system, based on proprietary technology, electric powered and fully automated, moving truckload freight containers on elevated two-way fixed guideways, utilizing rights-of-way over or next to roadways in highly congested traffic routes.

The Freight Shuttle System benefits the freight delivery supply chain by lowering transportation costs, speeding delivery times, reducing air emissions, enhancing safety for motorists, and producing substantial profits for stakeholders while creating significant societal benefits.

### BENEFITS TO THE FREIGHT DELIVERY SUPPLY CHAIN:

- Lower transportation costs providing substantial profits for stakeholders
- Increased security of shipments (elevated guideway, driverless vehicles)
- Alleviates congestion / choke points on roadways and ports of entry
- Less wear on existing infrastructure; reduced maintenance costs
- Scheduled, time-certain delivery provides reliability
- Zero emissions allows for improved air quality
- Nonstop / operates 24/7



#### Shuttle

zero-emission, automated,  
electric

### FREIGHT SHUTTLE TECHNOLOGY

The Freight Shuttle moves truck trailers (up to 53 ft.), domestic intermodal containers, and all sizes of ocean shipping containers via emission-free, electric-powered transporters on elevated guideways in the medians of highways or other rights-of-way over distances of up to 500 miles. Freight Shuttle projects will be built in routes in the U.S. and its border areas, where freight transported by trucks (mostly diesel at present and eventually electric as well) moves very slowly, inefficiently and in gridlock due to extreme congestion and choke points. These target project routes will include marine port terminals inland to open roads, border crossings to open roads on both sides of the border, large scale production and/or distribution areas, and other highly congested trucking routes.



#### Guideway

elevated, secure, small footprint

## MARKETS

### HIGHWAY CORRIDOR EXPRESS

Connecting large scale production and/or distribution areas, and other highly congested trucking routes.

- Multimodal connectivity
- Direct customer access
- Compatible with existing interchanges
- High capacity (10,000+/day)



### CROSS-BORDER EXPRESS

Providing a nonstop link across the border, to inland terminals, while scanning 100% of cargo.

- Eliminates choke point at the border
- Private lane across the border
- Inspect-in-motion
- Direct customer access



### SEAPORT EXPRESS

Connects valuable port property to inland land that is more accessible, affordable, and allows ports to increase their capacity without having to sacrifice usable land at the container terminal.

- All elevated
- Small footprint
- Multimodal connectivity



#### Contact:

Michael Yager,  
Chief Development Officer  
[Michaelyager@freightshuttle.com](mailto:Michaelyager@freightshuttle.com)  
(979) 492-9136

# COLLABORATIVE APPROACHES AGAINST ILLEGAL TRADE

Thursday, May 12, 2022 | 12:00PM – 3:30 PM

## PANEL DISCUSSION



**DAVID LAKE**  
Founder at Center on Shadow  
Economics



**BUNA GEORGE**  
Executive Director, Greater Yuma Port  
Authority



**LUIS RAMIREZ**  
President of Ramirez Advisors Inter-  
National



**KRISTIN REIF**  
Director of Illicit Trade Prevention,  
Philip Morris International



**MATTHEW ALBENCE**  
Principal at Grindstone Strategic

Arizona Commerce Authority,  
100 North 7th Avenue,  
Phoenix, AZ 85007



# Action Items

Partnership with University of Arizona for Entomology Solution

Strengthen enterprise with ADOT and DPS

Establish an alternative Truck Route from San Luis II to SR195

Aide in Successful Implementation of Ave D/E Corridor/Somerton

Outreach to Industry, specifically to route to AZ POE's vs. CA

Remain an active partner in the San Luis I Remodel

# Mission Statement

**The Greater Yuma Port Authority will develop a gateway for global trade to facilitate, promote and support multi modal transportation and trade opportunities to enhance the economic development in the Greater Yuma area.**



**GYPA**

**Greater  
Yuma  
Port  
Authority**



# GYPA

Greater  
Yuma  
Port  
Authority

## Thank you

Yuma County Board of Supervisors

August 15, 2022.

Presented by: Buna George, Executive Director



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. A.

Meeting Date: 08/24/2022

---

#### Summary

#### **MINUTES OF**

- Regular Council meeting held August 10, 2022
  - Special Council meeting held August 16, 2022
- 

#### Attachments

8/10/2022 RCM

8/16/2022 SCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**August 10 2022**  
**7:00 p.m.**

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

Vice Mayor Mario Buchanan Jr. called the Regular City Council meeting to order at approximately 7:00 p.m.

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

**ABSENT:** Mayor Gerardo Sanchez  
Council Member Gloria Torres

**OTHERS PRESENT:** Lizandro Galaviz, Acting City Manager  
Kay Macuil, City Attorney  
Melissa Lopez, Acting City Clerk  
Adela Cortez, Director of Human Resources  
Enrique Lopez, Assistant Fire Chief  
Francia Alonso, Records Management Specialist  
Jorge Perez, Assistant Director of Public Works  
Jose Luis Cisneros, Executive Assistant  
Richard Bauermann, Fire Inspector  
Roula Encinas, Accountant II  
Ruben Lopez, I.T. Technician  
Cesar Neyoy, Reporter  
Marco Ramirez, San Luis FRONTERA Rotary Club

**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. CONSENT AGENDA**

##### **MINUTES OF**

**- Regular Council meeting held July 27, 2022**

##### **4. B. Disbursements from July 20, 2022 to August 01, 2022**

**Total Disbursements \$1,373,337.81**

**(One Million, Three Hundred Seventy-Three Thousand, Three Hundred Thirty-Seven Dollars and Eighty-One Cents)**

##### **4. C. Discussion and possible action on any and all matters regarding the proposed contract with the Children's Museum of Yuma County, Inc. for Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)**

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

The vote was as follows:

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

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

##### **5. A. Discussion and possible action on any and all matters regarding Resolution No. 2226. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving, adopting, and ratifying a cap on the maximum salary adjustment increase in implementing Resolution No. 2223; superseding any conflicting provisions of existing regulations, policies, or procedures; providing for severability; and setting an effective date. (Kay Marion Macuil, City Attorney)**

Ms. Kay Macuil, City Attorney, stated that in July 2022, Mayor and City Council approved an adjustment for employees based on the minimum wage going up over the years, causing compression in the ones above minimum wage. However, there was not enough budget to implement it 100%; Therefore, there were two (2) strategies one (1) was the time and position but somehow it was missed putting in the \$2.00 cap, which was also a part of the strategy to get those adjustments done. This resolution puts in the cap and makes it an effective date back to the date of the beginning of the payroll period, which was July 2, 2022.

**MOTION:** Council Member Luis Cabrera/Council Member Jose Ponce to approve, adopt and ratify Resolution No. 2226. Motion passed unanimously.

The vote was as follows:

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

**5. B. Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol at the En La Border concert to be held August 26, 2022, at Joe Orduño Park. (Marcos Ramirez, San Luis FRONTERA Rotary Club)**

#### **A. Open Public Hearing**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Luis Cabrera to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

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

#### **1. Presentation by applicant**

Mr. Marcos Ramirez, San Luis FRONTERA Rotary Club, asked the City Council for approval of their Special Event Liquor License for the En La Border concert which will take place on August 26, 2022, at Joe Orduño Park. San Luis FRONTERA Rotary Club will be partnering with this group and they will be making a donation to the Rotary Club. They will be the major component of organizing and getting everything ready.

#### **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 Africa Luna-Carrasco/Council Member Luis Cabrera to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

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

### **C. Action on the Special Event Liquor License Application to the Arizona Department of Liquor License and Control**

**MOTION:** Council Member Luis Cabrera/Council Member Jose Ponce to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License application to the San Luis FRONTERA Rotary Club, as presented. Motion passed unanimously.

The vote was as follows:

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

## **6. SUMMARY OF CURRENT EVENTS**

Council Member Luis Cabrera reported that this week is the first week of school for the Gadsden Elementary School District. He commented that he saw a lot of parents in traffic and some kids that were a little lost but thanks to the Police Department, they were able to look at the children and get everyone home safe.

Council Member Jose Ponce reported he attended the San Luis Police Explorers' graduation and thanked the San Luis Police Department.

Mr. Lizandro Galaviz, Acting City Manager, reported that he will reach out to the Mayor and City Council regarding if they are interested in attending the concert scheduled for August 26, 2022, representing the city. On a separate note, he added that staff has opened 5<sup>th</sup> and 7<sup>th</sup> Streets that have been in the works. Staff contracted to pave the asphalt, however, Public Works did the streets and sidewalks. There is some confusion on 7<sup>th</sup> Street, there is no left turn coming into the fitness center due to the traffic situation and hopefully, in the future, it can be adjusted. He further reported that Public Works is updating the wiring of the signal lights on Main Street and Cesar Chavez Boulevard.

## **7. CALL TO THE PUBLIC**

There were no comments from the public.

## 8. ADJOURNMENT

**MOTION**: Council Member Luis Cabrera/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 7:12 p.m. Motion passed unanimously.

The vote was as follows:

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

**APPROVED:**

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

**ATTEST:**

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

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on August 10, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

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

**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**August 16, 2022**  
**6:30 p.m.**

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

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

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

**OTHERS PRESENT:** Lizandro Galaviz, Acting City Manager  
Kay Macuil, City Attorney  
Melissa Lopez, Acting City Clerk  
Derek Dueñas, I.T. Manager  
Francia Alonso, Records Management Specialist  
Jose Luis Cisneros, Executive Assistant  
Ruben Lopez, I.T. Technician  
Columba Nuñez, Resident  
Javier Vargas, Resident  
Lizeth Servin, Resident  
Mark Concha, Resident  
Nieves Riedel, Riedel Construction/Resident  
Nydia Mendenhall, Resident  
Olivia Jenkins, Resident

**2. PLEDGE OF ALLEGIANCE**

Vice Mayor Mario Buchanan Jr. led the Pledge of Allegiance.

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

**3. A. Discussion and possible action on any and all matters regarding Resolution No. 2227. A Resolution of the Mayor and Council of the City of San Luis, Arizona declaring and adopting the results of the Primary Elections held August 2, 2022, in the City of San Luis, Arizona. (Melissa Lopez, Deputy City Clerk)**

**MOTION:** Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve and adopt Resolution No. 2227. 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

#### **4. ADJOURNMENT**

**MOTION:** Council Member Mario Buchanan Jr./Council Member Gloria Torres to adjourn the Special Council meeting at approximately 6:32 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 Special City Council meeting of the City Council of the City of San Luis, Arizona, held on August 16, 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**

**6. B.**

Meeting Date: 08/24/2022

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Summary

**Disbursements from August 2, 2022, to August 15, 2022**

Total Disbursements \$1,266,434.77

(One Million, Two Hundred Sixty-Six Thousand, Four Hundred Thirty-Four Dollars and Seventy-Seven Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING AUGUST 24, 2022 Disbursement Report from 08/02/2022 TO 08/15/2022

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	08/03/2022	\$ 437,896.38	Schedule A
Accounts Payable Check Account	08/04/2022	\$ 455,210.84	Schedule B
Payroll Check Account	08/09/2022	\$ 4,504.55	Schedule C
Accounts Payable Check Account	08/11/2022	\$ 368,823.00	Schedule D

**Total Disbursements: \$ 1,266,434.77**

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 AUG 15 A 10:52

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK



# Pay Day Register

Pay Date Range 07/16/22 - 07/29/22  
Pay Batch 202216

PSPRS FIRE DB RATE - TIER 3	3,929.08	39,527.98	Electrician	61.19	1,948.80
PSPRS FIRE DC RATE - TIER 3	243.66	2,707.29	FIREFIGHTERS & DRIVERS	6,309.04	132,821.27
PSPRS FIRE DISABILITY RATE	44.94	2,707.29	GARBAGE/ ASH/ REFUSE	396.75	6,348.03
PSPRS POLICE DB RATE - TIER	4,241.02	55,438.18	Homemaker Service	20.01	873.77
PSPRS POLICE DB RATE - TIER 2	1,484.72	19,408.07	MUNICIPAL/ TOWN/	345.75	19,756.98
PSPRS POLICE DB RATE - TIER 3	700.37	9,155.22	PARKS- NOC ALL EMPLOYEES	1,065.96	34,385.26
STANDARD LIFE ADDTNL	1,070.63	46,643.04	POLICE OFFICERS	6,352.75	133,741.89
TRANSWESTERN MEXICAN	97.00	.00	RECREATION- ALL EMPLOYEES/	296.32	21,629.24
U.S. MEX DENTAL - EE &	615.90	.00	SEWAGE DISPOSAL/ PLANT	791.83	23,018.26
U.S. MEX DENTAL - EE &	164.24	.00	Street or Road Construction	1,913.22	21,667.25
UNITED WAY	14.00	.00	WATERWORKS OPERATIONS	667.76	19,243.68
US & MEX DENTAL= FAMILY	589.26	.00	<b>Total</b>	<u>\$20,602.48</u>	
US & MEX HEALTH = C	6,120.62	.00	<b>Direct Deposits</b>		<b>Amount</b>
US & MEX HEALTH = FAMILY	6,314.46	.00	1st Bank Yuma		34,719.91
US & MEX HEALTH = SP	1,423.40	.00	ACADEMY BANK		3,113.14
VSP - VISION CHILDREN	246.62	.00	Bank of America		200.00
VSP - VISION FAMILY	350.46	.00	Bank of America CA		898.40
VSP - VISION SPOUSE	97.35	.00	Bankcorp		200.00
<b>Net</b>	<u>\$437,896.38</u>		Charles Sch		212,256.02
			Chase Bank		944.17
			CHASE BANK MORGAN		2,100.76
			CHASE BANK TX		1,184.92
			chase centro		43,379.11
			Federal Credit Union		2,584.17
			FF CREDIT UNION		7,604.13
			FIREFIGHTER FIRST CREDIT UNION		388.73
			MIT FEDERAL CREDIT UNION		2,032.96
			National Bank		24,534.22
			Navy Federal		120.00
			NetSpend Corporation DD		759.17
			NORTH ISLAND CREDIT UNION		1,876.45
			Sunbank		1,054.83
			THE FOOTHILLS BANK		1,451.10
			VANTAGE WEST		1,095.30
			WASHINGTON FEDERAL		90,892.93
			Wells Fargo		1,108.89
			WELLS FARGO CALE		<u>\$434,699.31</u>
			<b>Total</b>		
			Check		\$3,197.07

Monica  
Castro

Digitally signed by Monica Castro  
DN: CN = Monica Castro email = mcastro@senluisaz.gov C = AD  
Date: 2022.08.03 15:32:15 -0700

Schedule 4

# Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/4/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
103043	08/03/2022	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$132.88		
103044	08/03/2022	Open			Accounts Payable	BASS & ASSOCIATES P.C.	\$100.00		
103045	08/03/2022	Open			Accounts Payable	FOP/ALC	\$420.00		
103046	08/03/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$17.80		
103047	08/03/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$330.00		
103048	08/03/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,245.79		
103049	08/03/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
103050	08/03/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$91.50		
103051	08/03/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,110.00		
103052	08/04/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$70.00		
103053	08/04/2022	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$37.69		
103054	08/04/2022	Open			Accounts Payable	DUENAS, ADRIAN	\$256.00		
103055	08/04/2022	Open			Accounts Payable	GONZALEZ, ANDREI	\$256.00		
103056	08/04/2022	Open			Accounts Payable	GONZALEZ, JESUS E	\$150.00		
103057	08/04/2022	Open			Accounts Payable	JIMENEZ, SERGIO	\$256.00		
103058	08/04/2022	Open			Accounts Payable	MALDONADO, VANESSA	\$325.00		
103059	08/04/2022	Open			Accounts Payable	MARTINEZ, NERYS	\$256.00		
103060	08/04/2022	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$20.00		
103061	08/04/2022	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$72.97		
103062	08/04/2022	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
103063	08/04/2022	Open			Accounts Payable	RUIZ, OSCAR	\$346.17		
103064	08/04/2022	Open			Accounts Payable	RUIZ, MONICA	\$325.00		
103065	08/04/2022	Open			Accounts Payable	SANDOVAL, ANTONIO	\$132.84		
103066	08/04/2022	Open			Accounts Payable	TORO, JOSE	\$159.94		
103067	08/04/2022	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$194.00		
103068	08/04/2022	Open			Accounts Payable	VALENZUELA, JAIME	\$20.00		
103069	08/04/2022	Open			Accounts Payable	VALENZUELA, SERGIO	\$256.00		
103070	08/04/2022	Open			Accounts Payable	VIRAMONTES, SANTIAGO	\$256.00		
103071	08/04/2022	Open			Accounts Payable	ZARAGOZA, JOSE	\$139.26		
103072	08/04/2022	Open			Accounts Payable	ACOSTA, DORA	\$3.11		
103073	08/04/2022	Open			Accounts Payable	ACTIVITY ADVISORS INC	\$18,982.64		
103074	08/04/2022	Open			Accounts Payable	AGUILAR RIOS, JENNIFER, A	\$13.35		
103075	08/04/2022	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	\$662.50		
103076	08/04/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
103077	08/04/2022	Open			Accounts Payable	APCO INTERNATIONAL INC.	\$20.00		
103078	08/04/2022	Open			Accounts Payable	ARAGON, BEAU, G	\$10.68		
103079	08/04/2022	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$4,617.02		

# Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/4/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103080	08/04/2022	Open			Accounts Payable	ARIZONA MEXICO COMMISSION	\$1,500.00		
103081	08/04/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$4,309.88		
103082	08/04/2022	Open			Accounts Payable	AVALOS LARA, ANA, K	\$0.89		
103083	08/04/2022	Open			Accounts Payable	AVILA, DENISE	\$2.22		
103084	08/04/2022	Open			Accounts Payable	BEDOYA, ALBERT, E	\$12.46		
103085	08/04/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$178.30		
103086	08/04/2022	Open			Accounts Payable	BURNS, JOHN, P	\$13.35		
103087	08/04/2022	Open			Accounts Payable	CASAS, ANGELICA, M	\$17.80		
103088	08/04/2022	Open			Accounts Payable	CERVANTES, BRENDA	\$4.45		
103089	08/04/2022	Open			Accounts Payable	CHASSIS DYNAMICS LLC	\$396.00		
103090	08/04/2022	Open			Accounts Payable	CHAVEZ, JOSE LUIS	\$2.67		
103091	08/04/2022	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$5,000.00		
103092	08/04/2022	Open			Accounts Payable	CONTRERAS, EMELIN, Y	\$16.02		
103093	08/04/2022	Open			Accounts Payable	CORONADO, ANTONIO, L	\$10.68		
103094	08/04/2022	Open			Accounts Payable	CORONEL, GISSELLE	\$1.33		
103095	08/04/2022	Open			Accounts Payable	CROWN AWARDS	\$915.58		
103096	08/04/2022	Open			Accounts Payable	DOMINGUEZ, ROSA, M	\$10.68		
103097	08/04/2022	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$184,174.20		
103098	08/04/2022	Open			Accounts Payable	DUARTE, SILEM	\$1.60		
103099	08/04/2022	Open			Accounts Payable	EMAZON, JESUS	\$140.00		
103100	08/04/2022	Open			Accounts Payable	ESCOBEDO, KARLA, N	\$4.45		
103101	08/04/2022	Open			Accounts Payable	FAJARDO, HERMINIA	\$13.35		
103102	08/04/2022	Open			Accounts Payable	GARCIA, ARISBEY, O	\$4.45		
103103	08/04/2022	Open			Accounts Payable	GARCIA, JESUS	\$416.00		
103104	08/04/2022	Open			Accounts Payable	GARCIA, JOSE, L	\$9.79		
103105	08/04/2022	Open			Accounts Payable	GARCIA MOYA, NESTOR, G	\$2.67		
103106	08/04/2022	Open			Accounts Payable	GONZALEZ, SONIA	\$8.90		
103107	08/04/2022	Open			Accounts Payable	GONZALEZ HERNANDEZ, ALIN	\$2.25		
103108	08/04/2022	Open			Accounts Payable	GREEN TECH PLUMBING	\$445.00		
103109	08/04/2022	Open			Accounts Payable	GUTIERREZ, GRISELDA	\$10.68		
103110	08/04/2022	Open			Accounts Payable	GUZMAN RAMOS, PEDRO	\$1.33		
103111	08/04/2022	Open			Accounts Payable	HENANDEZ, DANIEL, R	\$13.35		
103112	08/04/2022	Open			Accounts Payable	HERRERA, DANIEL	\$10.68		
103113	08/04/2022	Open			Accounts Payable	HINOJOSA, JOSEFINA	\$1.60		
103114	08/04/2022	Open			Accounts Payable	IPS GROUP INC	\$447.80		
103115	08/04/2022	Open			Accounts Payable	IRON MOUNTAIN INC	\$55.65		
103116	08/04/2022	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$72,857.23		
103117	08/04/2022	Open			Accounts Payable	LANDEROS, ELIZABETH	\$1.78		
103118	08/04/2022	Open			Accounts Payable	LD CONSULTING LLC	\$549.00		
103119	08/04/2022	Open			Accounts Payable	MAGANA, STEVEN, S	\$8.90		
103120	08/04/2022	Open			Accounts Payable	MANJARREZ, CARLOS	\$10.68		
103121	08/04/2022	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$416.00		
103122	08/04/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$39,630.59		
103123	08/04/2022	Open			Accounts Payable	MEZA LARA, RODRIGO	\$2.44		
103124	08/04/2022	Open			Accounts Payable	MONTANO, JOVANNA	\$4.45		
103125	08/04/2022	Open			Accounts Payable	NAT'L ASSOC OF LATINO ELECTED & APPOINTED OFFICIAL	\$525.00		
103126	08/04/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,214.26		
103127	08/04/2022	Open			Accounts Payable	OCHOA, CARLOS	\$0.89		
103128	08/04/2022	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$4,485.88		

# Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/4/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103129	08/04/2022	Open			Accounts Payable	ORTIZ, MANUELA, V	\$1.78		
103130	08/04/2022	Open			Accounts Payable	PADILLA, ARMANDO, I	\$1.33		
103131	08/04/2022	Open			Accounts Payable	PADILLA, MARTHA, C	\$0.45		
103132	08/04/2022	Open			Accounts Payable	PARRA, JESUS	\$2.22		
103133	08/04/2022	Open			Accounts Payable	PARTIDA, LORENIA	\$0.89		
103134	08/04/2022	Open			Accounts Payable	PEREZ, JOSE, E	\$13.35		
103135	08/04/2022	Open			Accounts Payable	PEREZ, MONICA	\$3.56		
103136	08/04/2022	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ- P.C	\$1,475.00		
103137	08/04/2022	Open			Accounts Payable	PPEP INC.	\$7,500.00		
103138	08/04/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$225.00		
103139	08/04/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$140.00		
103140	08/04/2022	Open			Accounts Payable	RODRIGUEZ, JESUS	\$11.12		
103141	08/04/2022	Open			Accounts Payable	RUIZ VILLAGOMEZ, ALAN	\$1.51		
103142	08/04/2022	Open			Accounts Payable	SALAS, ANDREW, D	\$0.89		
103143	08/04/2022	Open			Accounts Payable	SANCHEZ, EVA, G	\$0.89		
103144	08/04/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	\$300.00		
103145	08/04/2022	Open			Accounts Payable	SANDOVAL VILLA, ALONDRA	\$300.00		
103146	08/04/2022	Open			Accounts Payable	SOMERA, JOSE, A	\$2.22		
103147	08/04/2022	Open			Accounts Payable	STRYKER SALES CORPORATION	\$16,310.00		
103148	08/04/2022	Open			Accounts Payable	THE HOME DEPOT	\$73.04		
103149	08/04/2022	Open			Accounts Payable	VALENZUELA BRIONES, ALEJANDRO, YOKASTAS	\$400.00		
103150	08/04/2022	Open			Accounts Payable	VILLA, CLAUDIA	\$192.00		
103151	08/04/2022	Open			Accounts Payable	YUMA BASEBALL ACADEMY	\$500.00		
103152	08/04/2022	Open			Accounts Payable	YUMA COUNTY CHAMBER	\$660.00		
103153	08/04/2022	Open			Accounts Payable	ALLKIOSK LLC	\$837.15		
Type Check Totals:									
EFT									
1774	08/04/2022	Open			Accounts Payable	FRUTH GROUP INC	\$94.28		
1775	08/04/2022	Open			Accounts Payable	ALSCO, INC	\$60.66		
1776	08/04/2022	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$175.00		
1777	08/04/2022	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$88.88		
1778	08/04/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$49.07		
1779	08/04/2022	Open			Accounts Payable	BOTACH INC	\$2,839.18		
1780	08/04/2022	Open			Accounts Payable	BSN SPORTS	\$5,543.51		
1781	08/04/2022	Open			Accounts Payable	BTE BODY COMPANY INC	\$3,911.96		
1782	08/04/2022	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$19.42		
1783	08/04/2022	Open			Accounts Payable	CSC OF YUMA	\$1,009.93		
1784	08/04/2022	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$62.50		
1785	08/04/2022	Open			Accounts Payable	D & H ELECTRIC INC.	\$420.00		
1786	08/04/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$72.75		
1787	08/04/2022	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$870.00		
1788	08/04/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$41.51		
1789	08/04/2022	Open			Accounts Payable	DICKINSON WRIGHT PLLC	\$105.00		
1790	08/04/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$5,376.00		

# Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/4/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1791	08/04/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$3,388.77		
1792	08/04/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$4,153.95		
1793	08/04/2022	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$1,186.28		
1794	08/04/2022	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$1,061.62		
1795	08/04/2022	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$832.79		
1796	08/04/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$351.28		
1797	08/04/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$2,288.17		
1798	08/04/2022	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	\$4,583.33		
1799	08/04/2022	Open			Accounts Payable	RM GRAPHICS	\$100.00		
1800	08/04/2022	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		
1801	08/04/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,820.00		
1802	08/04/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,684.62		
1803	08/04/2022	Open			Accounts Payable	SPECTRUM BUSINESS	\$174.95		
1804	08/04/2022	Open			Accounts Payable	TUMEX CORP.	\$26,754.50		
1805	08/04/2022	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$723.48		
1806	08/04/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$195.00		
1807	08/04/2022	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$80.00		
1808	08/04/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$459.45		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$74,907.54	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$380,303.30	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	111	\$380,303.30	\$0.00

# Payment Register

From Payment Date: 8/1/2022 - To Payment Date: 8/4/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>EFTs</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		35		\$74,907.54		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		<b>Total</b>		<b>35</b>		<b>\$74,907.54</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		146		\$455,210.84		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>146</b>		<b>\$455,210.84</b>		<b>\$0.00</b>	
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		111		\$380,303.30		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>111</b>		<b>\$380,303.30</b>		<b>\$0.00</b>	
<b>EFTs</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		35		\$74,907.54		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		<b>Total</b>		<b>35</b>		<b>\$74,907.54</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		146		\$455,210.84		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>146</b>		<b>\$455,210.84</b>		<b>\$0.00</b>	

Grand Totals:

David  
Espitia

Digitally signed by: David Espitia  
 DN: CN = David Espitia  
 email = despitia@sanluisaz.gov  
 C = AD O = City of San Luis  
 OU = Finance  
 Date: 2022.08.04 16:51:42 -07'00'



# Pay Day Register

Pay Date Range 08/01/22 - 08/31/22

Pay Batch 202208M

Pay Batch 202208M 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	7,700.00	ASRS Council	900.00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		ASRS LTD Council	900.00
Total	0.0000	\$7,700.00	FEDERAL TAX WITHHOLDING	40.82	ASRS/EORP - LEGACY RATE	900.00
			SOCIAL SECURITY TAX	477.40	Dental Council	.00
			MEDICARE	111.66	EODCRS - COUNCIL	2,200.00
			STATE WITHHOLDING	115.05	EODCRS - DISABILITY	2,200.00
			ASRS Council	108.27	EODCRS/EORP LEGACY RATE	2,200.00
			ASRS LTD Council	1.26	Health Council	.00
			Council Retirement EORP	419.50	Retirement Council EORP	4,450.00
			Dental Council	174.38	Vision Council	.00
			EODCRS - COUNCIL	176.00	Total	\$11,856.05
			EODCRS - DISABILITY	3.64		
			GARNISHMENT	221.11	Workers' Comp	
			Medical Council	1,289.48	MUNICIPAL/ TOWN/	7,700.00
			MISCELLANEOUS	5.00	Total	\$134.77
			Vision Council	51.88		
			Net	\$4,504.55		

Monica Castro

Digitally signed by: Monica Castro  
DN: CN = Monica Castro email =  
mcastro@sanluisaz.gov C = AD  
Date: 2022.08.09 09:37:25 -07'00'

Direct Deposits	Amount
1st Bank Yuma	734.11
Chase Bank	1,067.91
Federal Credit Union	1,087.99
Navy Federal	365.72
REALTORS FED CRED UNION	22.54
WASHINGTON FEDERAL	796.82
Wells Fargo	429.46
Total	\$4,504.55
Check	\$0.00

# Payment Register

From Payment Date: 8/8/2022 - To Payment Date: 8/11/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
103154	08/09/2022	Open			Accounts Payable	BERMUDEZ, CARLOS	\$187.00		
103155	08/09/2022	Open			Accounts Payable	DELGADO, SANDRA	\$70.00		
103156	08/09/2022	Open			Accounts Payable	GARCIA, LESLIE	\$70.00		
103157	08/09/2022	Open			Accounts Payable	GONZALEZ, JESUS	\$150.00		
103158	08/09/2022	Open			Accounts Payable	LANSMAN, TORBEN	\$35.00		
103159	08/11/2022	Open			Accounts Payable	911 SUPPLY INC	\$7,140.35		
103160	08/11/2022	Open			Accounts Payable	ADOT MVD	\$12.21		
103161	08/11/2022	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	\$5,000.00		
103162	08/11/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$600.00		
103163	08/11/2022	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	\$0.36		
103164	08/11/2022	Open			Accounts Payable	ARIZONA STATE TREASURER	\$24,558.36		
103165	08/11/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$6,947.47		
103166	08/11/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$78.00		
103167	08/11/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.20		
103168	08/11/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$419.90		
103169	08/11/2022	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
103170	08/11/2022	Open			Accounts Payable	FACTOR SALES, INC.	\$27.75		
103171	08/11/2022	Open			Accounts Payable	FERGUSON WATERWORKS	\$3,389.36		
103172	08/11/2022	Open			Accounts Payable	GALINDO, CARMEN	\$300.00		
103173	08/11/2022	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$1,870.60		
103174	08/11/2022	Open			Accounts Payable	GIMBUT, GLENN J.	\$120.00		
103175	08/11/2022	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$95.65		
103176	08/11/2022	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$140.00		
103177	08/11/2022	Open			Accounts Payable	IPS GROUP INC	\$35.96		
103178	08/11/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$271.34		
103179	08/11/2022	Open			Accounts Payable	LOOMIS	\$1,087.80		
103180	08/11/2022	Open			Accounts Payable	N F P A INTERNATIONAL	\$1,520.50		
103181	08/11/2022	Open			Accounts Payable	NATIONAL ASSOC OF GOV'T ARCHIVES/RECORDS ADMIN	\$150.00		
103182	08/11/2022	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$9.76		
103183	08/11/2022	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
103184	08/11/2022	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	\$367.00		
103185	08/11/2022	Open			Accounts Payable	REYES, MAGALY	\$1,500.00		
103186	08/11/2022	Open			Accounts Payable	RODRIGUEZ, RAMIRO	\$73.91		
103187	08/11/2022	Open			Accounts Payable	RUIZ, OSCAR	\$91.00		
103188	08/11/2022	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$1,742.33		
103189	08/11/2022	Open			Accounts Payable	SAN LUIS AZ NEWS	\$1,937.45		
103190	08/11/2022	Open			Accounts Payable	THE LIFEGUARD STORE, INC	\$457.56		
103191	08/11/2022	Open			Accounts Payable	TORRES, JENNY	\$60.61		
103192	08/11/2022	Open			Accounts Payable	WEDDLE, BRITTANY	\$20.00		
103193	08/11/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$483.73		
103194	08/11/2022	Open			Accounts Payable	LIFE-ASSIST, INC.	\$219.57		
103195	08/11/2022	Open			Accounts Payable	BOTACH INC	\$64.91		

# Payment Register

From Payment Date: 8/8/2022 - To Payment Date: 8/11/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103196	08/11/2022	Open			Accounts Payable	ECONOLITE CONTROL PRODUCTS INC	\$109,331.33		
Type Check Totals:					43 Transactions		\$171,538.65		
EFT									
1810	08/11/2022	Open			Accounts Payable	ALSCO, INC	\$2,092.31		
1811	08/11/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$2,366.53		
1812	08/11/2022	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$100.00		
1813	08/11/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$359.48		
1814	08/11/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$33.61		
1815	08/11/2022	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$1,284.74		
1816	08/11/2022	Open			Accounts Payable	CDWG	\$190.02		
1817	08/11/2022	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$39.44		
1818	08/11/2022	Open			Accounts Payable	COULTER VENTURES LLC	\$3,768.04		
1819	08/11/2022	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$2,767.80		
1820	08/11/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.48		
1821	08/11/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,331.39		
1822	08/11/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$44.83		
1823	08/11/2022	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
1824	08/11/2022	Open			Accounts Payable	FRUTH GROUP INC	\$536.15		
1825	08/11/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$257.85		
1826	08/11/2022	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$9,113.29		
1827	08/11/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$183.72		
1828	08/11/2022	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$411.94		
1829	08/11/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$56,001.48		
1830	08/11/2022	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,405.91		
1831	08/11/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$5,600.00		
1832	08/11/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$315.01		
1833	08/11/2022	Open			Accounts Payable	PURCHASE POWER	\$1,020.99		
1834	08/11/2022	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$108.41		
1835	08/11/2022	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$16,867.50		
1836	08/11/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$166.46		
1837	08/11/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$1,375.00		
1838	08/11/2022	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$1,030.77		
1839	08/11/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$150.00		
1840	08/11/2022	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$29,343.07		
1841	08/11/2022	Open			Accounts Payable	SHRM	\$458.00		
1842	08/11/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$47.64		
1843	08/11/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,280.00		
1844	08/11/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$408.43		
1845	08/11/2022	Open			Accounts Payable	SPECTRUM BUSINESS	\$4,544.39		
1846	08/11/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$177.34		

# Payment Register

From Payment Date: 8/8/2022 - To Payment Date: 8/11/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1847	08/11/2022	Open			Accounts Payable	SUN GRAPHICS	\$709.10		
1848	08/11/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$370.06		
1849	08/11/2022	Open			Accounts Payable	ULINE, INC.	\$146.86		
1850	08/11/2022	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,775.52		
1851	08/11/2022	Open			Accounts Payable	USA BLUE BOOK	\$6,791.22		
1852	08/11/2022	Open			Accounts Payable	WILLDAN ENGINEERING	\$5,708.63		
1853	08/11/2022	Open			Accounts Payable	WIZARD EDUCATION	\$25,350.00		
1854	08/11/2022	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$3,494.54		
1855	08/11/2022	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$120.04		
1856	08/11/2022	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,884.20		
1857	08/11/2022	Open			Accounts Payable	ZOLL MEDICAL CORP	\$2,517.16		
Type EFT Totals:									
1857									
48 Transactions								\$197,284.35	

Type EFT Totals:  
1857  
48 Transactions

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	\$171,538.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	43	\$171,538.65	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	48	\$197,284.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	48	\$197,284.35	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$368,823.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 8/8/2022 - To Payment Date: 8/11/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0 \$0.00	\$0.00	
					Total		91 \$368,823.00	\$0.00	
<b>Grand Totals:</b>									
		<b>Checks</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
			Open	43			\$171,538.65	\$0.00	
			Reconciled	0			\$0.00	\$0.00	
			Voided	0			\$0.00	\$0.00	
			Stopped	0			\$0.00	\$0.00	
			<b>Total</b>	<b>43</b>			<b>\$171,538.65</b>	<b>\$0.00</b>	
		<b>EFTs</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
			Open	48			\$197,284.35	\$0.00	
			Reconciled	0			\$0.00	\$0.00	
			Voided	0			\$0.00	\$0.00	
			<b>Total</b>	<b>48</b>			<b>\$197,284.35</b>	<b>\$0.00</b>	
		<b>All</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
			Open	91			\$368,823.00	\$0.00	
			Reconciled	0			\$0.00	\$0.00	
			Voided	0			\$0.00	\$0.00	
			Stopped	0			\$0.00	\$0.00	
			<b>Total</b>	<b>91</b>			<b>\$368,823.00</b>	<b>\$0.00</b>	

David  
Espitia

Digitally signed by: David Espitia  
 DN: CN = David Espitia email =  
 despitia@sanluisaz.gov C = AD  
 O = City of San Luis OU =  
 Finance  
 Date: 2022.08.11 17:07:49 -  
 07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. A.

**Meeting Date:** 08/24/2022

**Department Head:** Angel Ramirez, Fire Chief, Fire Department

**Submitted By:** Angel Ramirez, Fire Chief, Fire Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the purchase of bays/barns for apparatus parking at station #2. **(Angel Ramirez, Fire Chief)**

#### SUMMARY:

Staff is seeking approval of a construction contract to build Fire Station #2 apparatus parking structure. This project has been in the making for the past two (2) years. Fire Station #2 will provide better response times and meet the growing needs of the City of San Luis. The approach has been that the construction of the new apparatus parking structure will be used temporarily until a permanent apparatus bay can be funded and built, at which time the new apparatus parking structure will be utilized for spare apparatus and firefighting/hazmat equipment.

The project design and proposal will be with Absolute Steel and Storage, the sole provider of tubular framed buildings in Arizona, covering all structural materials required for the new 1200-square-foot parking structure. The San Luis Fire Department considers Absolute Steel a "sole source provider," which is allowable through City Procurement Code 36.02 (Exclusive Services). Absolute Steel and Storage will deliver the structural material for the new 1200-square-foot parking structure during the construction phase of Fire Station #2.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE AND CONSTRUCTION OF APPARATUS PARKING THROUGH ABSOLUTE STEEL AND STORAGE UNDER CITY PURCHASING CODE SECTION 3.05.020 IN THE AMOUNT OF \$48,702.90 AS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	\$48,702.90
<b>BUDGETED AMOUNT:</b>	\$200,000
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	806-182-90000, 340-341-90000
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
Sole source vendor, Absolute Steel and Storage.	

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## Attachments

Barn doors quote

Sole Source Supplier letter

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PO Box 11744  
 Tempe, AZ 85284-0030  
 Phone: 480-768-1618  
 Toll Free: 877-833-3237

# Steel Building Quote

Date	Quote #
8/4/2022	39083

Bill To
San Luis Fire Department Richard Bauermann San Luis, AZ 85349

Ship To

Terms	Rep	Phone	Fax	Email	Alt Phone
	JM	928-920-5346		rbauermann@sanluisaz.gov	

Description	QTY	Rate	TOTAL
30' Wide x 40' Long x 15.5' Eave Height Sierra style building Includes 5' on-center frame system, 1 pedestrian door frame-out, 4 - 14' wide x 13' high roll up/sectional door frame-out, exterior roof & wall panels, complete trim package and concrete anchors		26,948.37	26,948.37T
1 - Standard steel pedestrian door	1	575.00	575.00T
4 - 14' Wide x 13' High Universal Series Sectional Garage Doors with Openers	4	3,897.24	15,588.96T
Signed & stamped engineered plans with all structural calculations for both the structure and the foundation *note - sometimes a special inspection form is required by the building dept for the anchor bolts - customer is responsible for the additional fee.  *Engineered Plans Non-Refundable. *Engineered Plans fee includes (1) Free Drawing Revision; each additional drawing revision incurs a \$100 Revision Fee. *Revisions cannot be made on final stamped plans. *Production on building/carport orders does not begin until customer notifies Absolute Steel that the permit has been issued.		1,150.00	1,150.00
Due to fluctuating steel prices, Absolute Steel can honor this quote for 15 days only. If your anticipated project exceeds this deadline, please give us a call for possible updated pricing.  ***Due to the current steel shortage, lead times are longer than usual; any estimated lead times provided are not promised ship dates.*** We appreciate your patience and understanding.			0.00

<b>Subtotal</b>	\$44,262.33
<b>Tax (10.3%)</b>	\$4,440.57
<b>TOTAL</b>	\$48,702.90

This Price Estimate is subject to change without notice.  
 \*Unless Specified Above Estimate Does Not Include Plans or Permits.  
 \*\*Shipping Customers: Customers are responsible for unloading of materials. You may be required to have lifting device at the delivery location. Please consult with your Absolute Steel representative for any questions or visit [www.AbsoluteSteel.net](http://www.AbsoluteSteel.net) for all details



To whom it may concern:

Absolute Steel is the sole supplier / manufacturer of custom tubular framed buildings in Arizona. If you have any questions please call 480-768-1618 ext 103

Thank you  
Jennifer Morton  
Office/Sales Manager

Mailing:  
PO Box 11744  
Tempe, AZ 85284-0030      480-768-1618 \* Fax: 480-768-1514 \* [www.AbsoluteRV.com](http://www.AbsoluteRV.com)

Showroom & Storage  
5806 E Mineral Road  
Tempe, AZ 85283



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. B.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the authorization to approve McNeece Bros. Oil Company, Inc. for the purchase of gasoline and diesel fuels from Pacific Pride for Fiscal Year 2022-2023. **(Jorge Perez, Assistant Director of Public Works)**

#### SUMMARY:

Staff is seeking approval for the purchase of gasoline and diesel fuels from Pacific Pride gas station for Fiscal Year 2022-2023. Per our procurement code cumulative purchases over \$45,000.00 need to go through a bidding process. Estimated purchases to Pacific Gas Pride are \$720,000.00.

McNeece Bros. Oil Company, Inc., has been providing our gasoline purchases since 2008. We looked into other vendors and considered a bidding process; however, due to the fluctuating cost of gasoline, no vendor wants to commit to a set price for gasoline, hence going to bidding would not be feasible nor useful. Following good practices, we performed an analysis that showed that McNeece is the best alternative for gasoline for the City of San Luis, due to its accessibility and tax advantage savings. The City of San Luis does not pay tax on fuel with McNeece Bros. Oil Company, thus saves 18.4 cents for lightweight vehicles and 24.4 cents on heavyweight vehicles.

The Finance and Fleet Services Departments are asking the City Council to waive the formal purchasing procedures as permitted under Purchasing Code Section 3.05.010 (F) for gasoline purchases from McNeece. Waiving formal purchasing procedures is justified, since obtaining bids in the current environment of fluctuating gas prices is not feasible.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF GASOLINE AND DIESEL FUELS FROM MCNEECE BROS. OIL COMPANY FOR FISCAL YEAR 2022-2023 AND WAIVE FORMAL PURCHASE PROCEDURES FOR THE REASONS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	\$720,0000
<b>BUDGETED AMOUNT:</b>	YES
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Account #70005 - Gas & Oil (  
See fiscal impact statement)

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

The fiscal impact is estimated. The expense is allocated into all departments city wide in the  
gas and oil account.

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**Attachments**

McNeece Quote

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### **McNeece Bros. Oil Co., Inc. fuel purchasing proposal for City of San Luis, AZ**

McNeece Bros. Oil is excited to have the opportunity to present the City of San Luis, AZ with a fuel purchasing proposal that will continue to extend the current 15-year fuel cost saving relationship between McNeece Bros. Oil and the City of San Luis. The McNeece Bros. Oil team attended a meeting in June 2022 with city employees in charge of fuel purchasing. In this meeting, McNeece Bros. oil gave a brief history of how the relationship originally came to fruition, as well as explained to the city employees how not a single other competitor could offer the fuel cost saving package that McNeece Bros. brings to the table. A brief explanation of the history of the relationship is as follows.....McNeece Bros. Oil approached the City of San Luis about 15 years ago to see if we could offer a fuel card solution that would save the city money of every fuel purchase. At the time, the City of San Luis informed us that they were using standard credit cards for fuel purchases for many years. The use of standard credit card purchases meant that the city was paying too much for fuel. McNeece Bros. oil informed the City of San Luis that because they were a city government entity that they were exempt from paying the federal excise tax on gasoline and diesel fuel. McNeece Bros. oil offered our Pacific Pride Commercial Fueling Network fuel card services that allow for government entity exemptions from the federal excise tax which translated to an instant savings of 18.4 cents per

gallon on gasoline and 24.4 cents per gallons on diesel fuel for the City of San Luis. The city of San Luis continued to purchase fuel at local gas stations in town that accepted the Pacific Pride fuel card and saw on their monthly billing that they were not being charged the federal excise tax on both gasoline and diesel fuel. McNeece Bros. takes pride in offering low-cost fuel solutions that in this case resulted in hundreds of thousands of dollars in fuel cost savings for the city during our current 15-year business relationship. During the meeting it was also explained that about 7 years ago a Pacific Pride commercial fueling location was built in San Luis located at 390 Cesar Chavez St. The availability of a Pacific Pride commercial fueling site located locally added the ability for even greater fuel savings for the city of San Luis. Pacific Pride fueling sites are private and not open to the public. They offer low-cost wholesale priced commercial fueling for their customers. With the addition of this private fueling location, the city of San Luis now purchases the majority of their fuel from this location and is paying a commercial wholesale price compared to the higher retail prices of public gas station and convenience stores. After our meeting city employees ran test transactions at multiple fueling locations and saw in real time that the city was paying 50 cents to a dollar less per gallon on fuel compared to other local fuel offerings. The Pacific Pride Fueling location located on Cesar Chavez St. is the only commercial fueling site located in the city of San Luis and therefore gives McNeece Bros. oil a competitive advantage over our competition for being able to continue to provide the city of San Luis with low cost fueling options. Our competition who is a franchisee of the CFN network which is similar to the Pacific Pride commercial fueling network may be able to offer you the federal excise tax exemption but the the closest

CFN commercial fueling site to fuel at would be all the way in the city of Yuma so it does not make sense to drive 50 miles round trip and a hour of time round trip to fill all of the vehicles that the city of San Luis operates. After our meeting, it seemed clear to the city employees that it made sense without a doubt to continue the relationship with McNeece Bros. Oil for their fueling purchases. They notified McNeece Bros. that they would be presenting to the city council for approval to continue purchasing fuel through the McNeece Bros. Oil program. McNeece Bros oil values the relationship with the city of San Luis and looks forward to continuing this mutually beneficial relationship for years to come. Thank you for your time and business!

Sincerely,

Patrick McNeece

A handwritten signature in cursive script that reads "Patrick McNeece".

Operations Manager

McNeece Bros. Oil Co., Inc.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. C.

**Meeting Date:** 08/24/2022

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

**Submitted By:** Melissa Lopez, Deputy City Clerk, City Clerk's Office

**Action Requested:** Motion

Public Hearing

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### ITEM:

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 Raul Rafael Urena Taylor on behalf of VR Wholesale, Inc. located at 1345 N. Main Street, San Luis, Arizona. **(Melissa Lopez, Deputy City Clerk)**

A. Open Public Hearing

1. Staff and/or applicant presentation

2. Call to the Public on this item

B. Close Public Hearing

C. Action on the recommendation on the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Raul Rafael Urena Taylor on behalf of VR Wholesale, Inc.

### SUMMARY:

Mr. Raul Rafael Urena submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premise proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. § 4-201. The City Clerk's Office has not received any comments in favor of or against it. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Raul Rafael Urena Taylor on behalf of VR Wholesale, Inc.

### RECOMMENDATION / SUGGESTED MOTION:

#### **A. I MOVE TO OPEN THE PUBLIC HEARING**

1. Staff and/or applicant presentation

2. Call to the Public on this item

#### **B. I MOVE TO CLOSE THE PUBLIC HEARING**

**C. I MOVE TO RECOMMEND APPROVAL OF LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR RAUL RAFAEL URENA TAYLOR ON BEHALF OF VR WHOLESAL, INC., AS PRESENTED.**

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	No
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A

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

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

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

There is no fiscal impact associated with this item.

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**Attachments**

Notice & Application - VR Wholesale

Affidavit of Posting - VR Wholesale

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# NOTICE

## APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 7/25/2022

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City Council - City of San Luis

PLACE 1040 E. Union St. SLAZ DATE/TIME 8/24/2022 @ 7:00 P.M.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

**STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 07/20/2022 @ 03:15:01 PM

Local Governing Body Report

**LICENSE**

Number:		Type:	004 WHOLESALER
Name:	VR WHOLESALE INC		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1345 N MAIN STREET SAN LUIS, AZ 85349 USA		
Mailing Address:	PO BOX 11153 SAN LUIS, AZ 85349 USA		
Phone:	(928)613-2300		
Alt. Phone:	(760)595-7046		
Email:	ISEPULVEDA@VRWHOLESALE.BIZ		

**AGENT**

Name:	RAUL RAFAEL URENA TAYLOR
Gender:	Male
Correspondence Address:	PO BOX 11153 SAN LUIS, AZ 85349 USA
Phone:	(760)595-7046
Alt. Phone:	
Email:	ISEPULVEDA@VRWHOLESALE.BIZ

**OWNER**

Name:	VR WHOLESALE INC		
Contact Name:	RAUL RAFAEL URENA TAYLOR		
Type:	CORPORATION		
AZ CC File Number:	16980564	State of Incorporation:	AZ
Incorporation Date:	08/03/2011		
Correspondence Address:	PO BOX 11153 SAN LUIS, AZ 85349 USA		
Phone:	(760)595-7046		
Alt. Phone:			
Email:	ISEPULVEDA@VRWHOLESALE.BIZ		

**Officers / Stockholders**

Name:  
LUIS CARLOS VALENCIA ROSAS  
MARICELA VALENCIA ROSAS

Title:  
President  
VP

% Interest:  
100.00

### **VR WHOLESALE INC - VP**

Name: MARICELA VALENCIA ROSAS  
Gender: Female  
Correspondence Address: 1380 SAN FRANCISCO STREET  
SAN LUIS, AZ 85349  
USA  
Phone: (928)627-0889  
Alt. Phone:  
Email:

### **VR WHOLESALE INC - President**

Name: LUIS CARLOS VALENCIA ROSAS  
Gender: Male  
Correspondence Address: PO BOX 11153  
SAN LUIS, AZ 85349  
USA  
Phone: (928)315-6112  
Alt. Phone:  
Email: LUISCARLOS@GRUPOCENTRA.MX

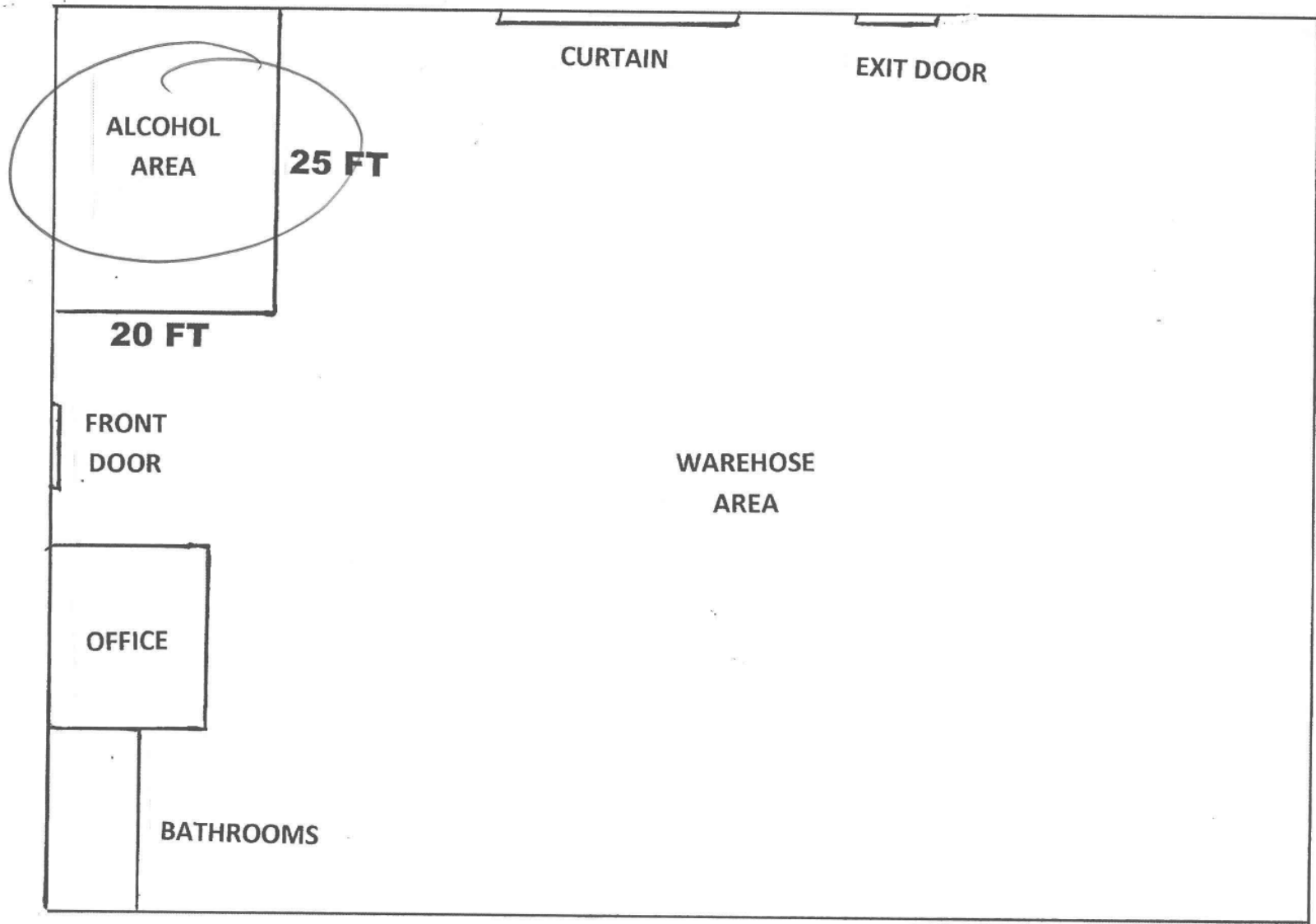
## APPLICATION INFORMATION

Application Number: 203725  
Application Type: New Application  
Created Date: 07/18/2022 *Chan*

## QUESTIONS & ANSWERS

### 004 Wholesaler

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
OWNER
- 3) Is there a penalty if lease is not fulfilled?  
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
0
- 6) Are there walk-up or drive-through windows on the premises?  
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No

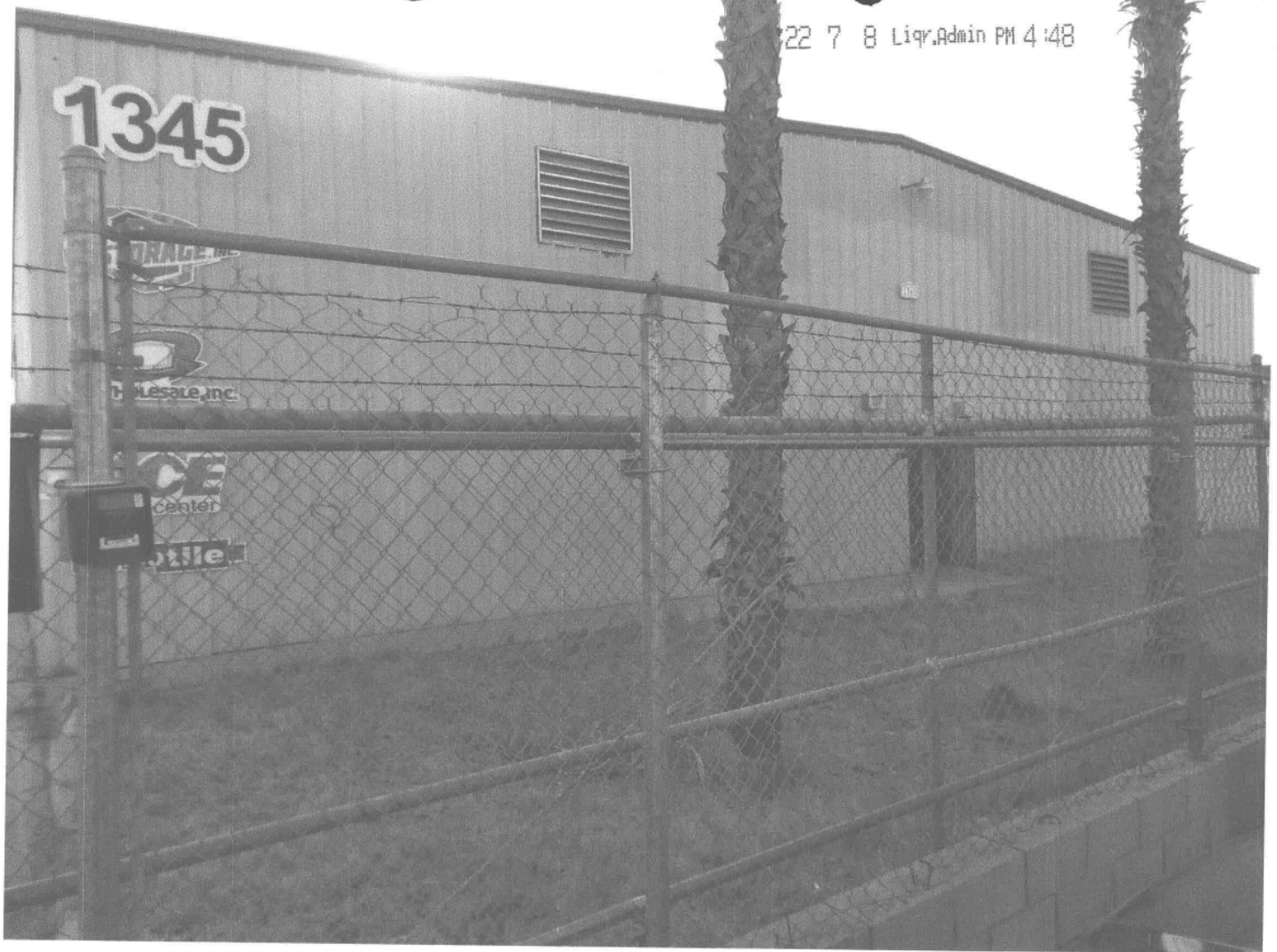


22 7 8 Up Admin PM 4/18

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Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

805-211

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License #: 203925

1. Check the Appropriate Box

Form with checkboxes: Controlling Person, Agent (checked), Premises Manager (complete all questions except #12)

2. Name: Urena Taylor Raul Rafael Cr Birth Date [Redacted]

3. Social Security # [Redacted] Driver License # [Redacted] State: Arizona

4. Place of birth: Mexicali BC Mexico Height: 5'11" Weight: 187 Eyes: Green Hair: Brown

5. Name of current/most recent spouse: Urena Taylor Esmeralda Birth Date: [Redacted]

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 02/2009

7. Daytime telephone number: 760-595-7046 E-mail address: isepulveda@vrwholesale.biz

8. Business Name: Vr Wholesale, Inc. Business Phone: 928, 613, 2300

9. Business Location Address: 1345 N. Main St San Luis Arizona Yuma 85349

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 05/14, CURRENT, Supervisor, VR Wholesale, Inc. 1345 N. Main St San Luis Az 85349

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. § 4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
15/16	CURRENT	1900 W. 30th st apt.207 Yuma AZ, 85364

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a D.L.L.C. approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. § 4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. § 4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. § 4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement giving complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

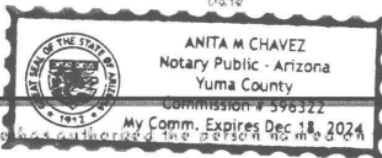
I, Raul R. Urena Taylor hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of AZ County of YUMA  
The foregoing instrument was acknowledged before me this

My Commission Expires on: 12/18/24  
Date

8 Day of JUNE 2022  
Day Month Year



[Signature]  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME Raul R. Urena Taylor

SIGNATURE: [Signature]



State of Arizona  
 Department of Liquor Licenses and Control  
 800 W. Washington 5<sup>th</sup> Floor  
 Phoenix, AZ 85007  
 (602) 542-5141

22 7 8 Liq.Admin PM 4:48

**ARIZONA STATEMENT OF CITIZENSHIP  
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

**Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type) Raul R. Urena Taylor

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

Are you a citizen or national of the United States?  Yes  No

If **Yes**, indicate place of birth:

City Mexicali State (or equivalent) Baja California Country or Territory Mexico

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: A United States Certificate of Naturalization  
 Go to Section IV.

If you answered **No**, you must complete Section III and IV.

Liquor Admin PM 4/4/13

**SECTION III – ALIEN STATUS DECLARATION**

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

**Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

**Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

**Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present**

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

SECTION IV - DECLARATION

22 7 8 11:48 AM

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Raul R. Urena Taylor

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

6/8/22

Today's Date

**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

THE UNITED STATES OF AMERICA



ORDER ONE OF

NATURALIZATION

PM 4:48



USCIS Registration No. [Redacted]

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

*[Signature]*  
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

Marital status: **MARRIED**

Country of former nationality:  
**MEXICO**

at: **PHOENIX, ARIZONA**

The Secretary having found that:

**RAUL RAFAEL URENA TAYLOR**

residing at: **YUMA, ARIZONA**

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

**U.S. DISTRICT COURT FOR THE DISTRICT OF ARIZONA**

at: **PHOENIX, ARIZONA**

on: **MAY 01, 2015**

such person is admitted as a citizen of the United States of America.

*[Signature]*

U. S. Citizenship and Immigration Services




ALTERATION OR MISUSE OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

*Arizona* DRIVER LICENSE USA


NOT FOR FEDERAL IDENTIFICATION



9 CLASS D  
9a END NONE  
12 REST NONE

1 URENA TAYLOR  
2 RAUL RAFAEL

8 1900 W 30TH ST APT 207  
YUMA, AZ 85364-7848



4b EXP 06/16/2046 4a ISS 05/10/2018

15 SEX M 18 EYES GRN  
16 HGT 5'-11" 19 HAIR BRO  
17 WGT 187 lb

DONOR ♥

5 DD 4016MV610U1025R1

*R. Rafael*

4:48



CLASS: D-Operator  
ENDORSEMENTS: None

RESTRICTIONS: None

Rev 02/14/2014

You Must Report a  
Change of Address  
Within 10 Days



**Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training**

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

**Student Information**

**Raul Urena Taylor**

Full Name (please print)

Signature

**06/10/2022**

Training Completion Date

**06/09/2025**

Certificate Expiration Date  
(three years from completion date)

**Training Provider Information**

**360training.com Inc.**

Company Name

**5000 Plaza on the Lake, Suite 305, Austin, TX 78746**

Mailing Address

**(877) 881-2235**

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 **MANAGEMENT** Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Samantha Montalbano*

Instructor Signature

**06/10/2022**

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)* 8 Liquor Admin PM 4:48

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/2014	CURRENT	2266 N. DAVID RIEDEL BLVD, SAN LUIS AZ, 85349

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
- 13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
- 14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
- 15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S. §4-202, 4-210*  Yes  No
- 16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
- 17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S. §4-202(D)*  Yes  No
- 18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S. §4-202(D)*  Yes  No

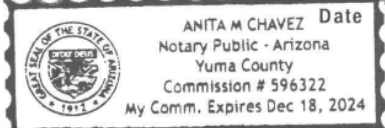
If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.  
Give complete details including dates, agencies involved and dispositions.  
**CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

I (Print Full Name) LUIS CARLOS VALENCIA ROSAS hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: \_\_\_\_\_ State of AZ County of YUMA  
The foregoing instrument was acknowledged before me this \_\_\_\_\_

My Commission Expires on: 12/18/24 2 Day of JUNE, 2022  
Day Month Year



ANITA M CHAVEZ  
Notary Public - Arizona  
Yuma County  
Commission # 596322  
My Comm. Expires Dec 18, 2024

Anita M Chavez  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: LUIS CARLOS VALENCIA ROSAS SIGNATURE: \_\_\_\_\_



'22 7 8 Liqr.Admin PM 4:48

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Luis Carlos Valencia Rosas

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? [ ] Yes [x] No

If Yes, indicate place of birth:

City \_\_\_\_\_ State (or equivalent) \_\_\_\_\_ Country or Territory \_\_\_\_\_

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: \_\_\_\_\_
Go to Section IV.

If you answered No, you must complete Section III and IV.

2018-08-18 14:49  
8 LicrAdmin PM 4/49

**SECTION III – ALIEN STATUS DECLARATION**

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

I-94 With Photograph and Arizona Driver License

Name of document provided

**Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

**Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

**Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present**

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

SECTION IV - DECLARATION

2022 7 8 Licr Admin PM 4:49

**All applicants must complete this section.**

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

**Luis Carlos Valencia Rosas**

Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

6/2/22  
Today's Date

**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

**You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

805-211

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

Liquor License #: 203725

1. Check the Appropriate Box

Form with checkboxes: [x] Controlling Person, [ ] Agent, [ ] Premises Manager (complete all questions except #12)

2. Name: VALENCIA ROSAS LUIS CARLOS Birth Date: [REDACTED]

3. Social Security #: [REDACTED] Driver License: [REDACTED] State: ARIZONA

4. Place of birth: SAN LUIS R.C. SONORA MEXICO Height: 5'06" Weight: 165 Eyes: BROWN Hair: BROWN

5. Name of current/most recent spouse: LEON DURAN MARIA DOLORES Birth Date: [REDACTED]

6. Are you a bona fide resident of Arizona? [x] Yes [ ] No If yes, what is your date of residency: 2022

7. Daytime telephone number: 928-315-6112 E-mail address: LUISCARLOS@GRUPOCENTRA.MX

8. Business Name: VR WHOLESALE, INC. Business Phone: 928 / 613 / 2300

9. Business Location Address: 1345 N. MAIN ST SAN LUIS AZ YUMA 85349

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS. Row 1: 07/2011, CURRENT, PRESIDENT, VR WHOLESALE, INC., 1345 N. Main St San Luis AZ 85349

(ATTACH ADDITIONAL SHEET IF NECESSARY)

CLASS: D-Operator  
 ENDORSEMENTS: None  
 RESTRICTIONS: B-Corrective Lens Must Be Worn  
 Rev 02/14/2014  
 You Must Report a Change of Address Within 10 Days

*Arizona* DRIVER LICENSE USA

NOT FOR FEDERAL

9 CLASS D  
 9a END NONE  
 12 REST B

1 VALENCIA ROSAS  
 2 LUIS CARLOS  
 8 2266 N REIDEL BLVD  
 SAN LUIS, AZ 853497821

4b EXP 05/10/2023 4a ISS 10/28/2021

15 SEX M 18 EYES BRO  
 16 HGT 5'-06" 19 HAIR BRO  
 17 WGT 165 lb


5 DD 0072028C6V111905



'22 7 8 Liqr.Admin PM 4:49



**VISA**



Issuing Post Name  
CIUDAD JUAREZ

Surname  
VALENCIA ROSAS

Given Name  
LUIS CARLOS

Sex  
M

Entries  
M

Issue Date  
11.JUL.2018

Annotation  
VR STORAGE, INC.  
SAN LUIS, AZ  
PRESIDENT

Visa Type /Class  
E2

Nationality  
MEX

0110

\*\*



Certificate # AZM-OFF-0120267

22 7 8 Liq.Admin PM 4:49

**Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training**

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

**Student Information**

**Luis Carlos Valencia Rosas**

Full Name (please print)

Signature

05/23/2022

Training Completion Date

05/22/2025

Certificate Expiration Date

(three years from completion date)

**Training Provider Information**

**360training.com Inc.**

Company Name

5000 Plaza on the Lake, Suite 305, Austin, TX 78746

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 **MANAGEMENT** Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Samantha Montalbano*

Instructor Signature

05/23/2022

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 6)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**AFFIDAVIT OF POSTING**

Date of Posting: July 25, 2022 Date of Posting Removal: August 16, 2022

Applicant's Name: Urena Taylor Raul Rafael  
Last First Middle

Business Address: 1345 N. Main Street San Luis 85349  
Street City Zip

License #: 203725

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Melissa Lopez Deputy City Clerk (928) 341-8520  
Print Name of City/County Official Title Phone Number

   
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. D.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the appointment of one (1) City of San Luis resident to serve on the City of San Luis Planning and Zoning Commission. **(Jose A. Guzman, Director of Planning and Zoning)**

#### SUMMARY:

Case W. Van Veen submitted a letter to staff resigning from the Planning and Zoning Commission. His term expires on January 31, 2024. Currently, the following six (6) Commission Members are serving on the City of San Luis Planning and Zoning Commission:

Chairman Marco A. Pinzon  
Vice Chairwoman Veronica Zavala  
Commission Member Javier Barraza  
Commission Member Hugo Garcia  
Commission Member Guillermina Fuentes  
Commission Member George Amaya

The commission is to be composed of seven (7) members. It is important that the Planning and Zoning Commission have a full appointment of seven (7) members as development continues to grow in San Luis. As established in Section 18.10.020(D) and 18.10.020(E) of the City Code:

(D) Membership. The Commission shall consist of seven members, all residents of the city, who shall be appointed by, and serve at the pleasure of, the City Council.

(E) Term of office. The term of office of the members of the Commission shall be four years, with the terms of members so staggered that the terms of no more than three members shall expire on January 31 in any one year. The incumbent Commissioner shall continue to serve after their term of office has expired, until a successor has been appointed. In the event of a death, resignation, or removal from the Commission, a resident appointment by the City Council shall fill the vacancy, for the un-expired term.

We have received the following applications:

- Jesus M. Carrillo Ramirez
- Ruben Walshe
- Cesar Zepeda

The applications are attached for your review or the department can continue to advertise for recruitment.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPOINT \_\_\_\_\_ AS PLANNING AND ZONING COMMISSIONER, TO FILL THE VACANCY CREATED BY CASE VAN VEEN, WHICH EXPIRES JANUARY 31, 2024.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
N/A

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**Attachments**

Jesus M. Carrillo Ramirez - Application  
Ruben Walshe - Application  
Cesar Zepeda - Application

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**City of San Luis  
Board and Commission  
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: Jesus M Carrillo Ramirez Date: June 15, 2022

Residence Address: 3759 E San Antonio St San Luis, AZ 85336 Home Phone: 760-989-7629

Mailing Address: Po Box 5271 Yuma, AZ 85366 Alternatate Phone: \_\_\_\_\_

The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live with in the corporate limits of the City of San Luis?  Yes  No  
Years Resided in San Luis 1 Years Resided in Arizona 5

List three Boards and/or Commissions you are interested in serving on:

1) Planning & Zoning 2) \_\_\_\_\_ 3) \_\_\_\_\_

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

Civic Involvement. To use my education and experience for betterment of my community.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term**

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

Monday thru Thursday from 5pm to 12am and Months as needed.  
\_\_\_\_\_  
\_\_\_\_\_

**\*BOARD AND COMMISSION APPLICATION\***

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

<b>Education:</b>	<b>Score</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	Low		High			_____

School	Degree	Year
College of the Desert _____	Building Inspections & Construction Management _____	2 _____
Arizona Western College _____	CACCEO Zoning Certificate _____	0 _____
_____	_____	_____
_____	_____	_____

**Work Experience:**

Company	Position	Dates
Yuma County Development Services _____	Associate Planner/DZI _____	8/24/2020-Currently _____
Yuma County Development Services _____	Permit Technician _____	6/4/18 thru 8/24/2020 _____
JB Custom Framing _____	Carpenter _____	11/16 thru 6/4/18 _____
_____	_____	_____

**Civic Involvements:**

Organization	Position	Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Additional Qualifications:**


\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_

- Personal References, including addresses and phone numbers:
- 1) Matias Rosales, 748 N. Archibald St San Luis AZ, 928-341-8520 \_\_\_\_\_
  - 2) Javier Barraza, 463 N Ismael Solorio Court, San Luis AZ, 928-246-8087 \_\_\_\_\_
  - 3) George Amaya, 1006 Bienestar Ln San Luis AZ, 928-488-1583 \_\_\_\_\_



  
 Date

**\*\*Applications will remain on file in the Office of the Mayor and Council for one year from the above date\*\***

**Notice:** In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.



**City of San Luis  
Board and Commission  
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

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Name: RUBEN WALSH Date: 08/17/2022  
Residence Address: 1058 E SAN LUIS, LN Home Phone: (928)261-0032  
Mailing Address: PO BOX 1523 Alternatate Phone: \_\_\_\_\_

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The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live with in the corporate limits of the City of San Luis?  Yes  No  
Years Resided in San Luis 2009 Years Resided in Arizona 2000

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List three Boards and/or Commissions you are interested in serving on:

- 1) PLANNING AND ZONING 2) \_\_\_\_\_ 3) \_\_\_\_\_
- 

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

I'm a resident and local business owner. I have served our community as a Council Member and I'm interested in Continue to serve our community and it's growth. I believe that I posses the knowledge, experience, and commitment to fulfill the duties and resposabilites as a P&Z member.

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**Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term**

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

6 hours per week

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**\*BOARD AND COMMISSION APPLICATION\***

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

<b>Education:</b>	<b>Score</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	Low		High			_____

<b>School</b>	<b>Degree</b>	<b>Year</b>
ARIZONA WESTERN COLLEGE _____	ARTS _____	2007 _____
UNIVERSITY OF ARIZONA _____	MUSIC _____	2008 _____
_____	_____	_____
_____	_____	_____

<b>Work Experience:</b>
-------------------------

<b>Company</b>	<b>Position</b>	<b>Dates</b>
GADSDEN SCHOOL DIST _____	MUSIC TEACHER _____	08/2011 - 05/2016 _____
LA BODEGA KITCHEN AND BAR _____	OWNER _____	06/2015 - PRESENT _____
_____	_____	_____
_____	_____	_____

<b>Civic Involvements:</b>
----------------------------

<b>Organization</b>	<b>Position</b>	<b>Dates</b>
CITY OF SAN LUIS, AZ _____	CITY COUNCIL _____	2014-2018 _____
_____	_____	_____
_____	_____	_____

<b>Additional Qualifications:</b>
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>TOTAL SCORE</b> _____
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Personal References, including addresses and phone numbers:

- 1) VERONICA ZAVALA (928) 941-8093 \_\_\_\_\_
- 2) MARCO PINZON (928)785-0029 \_\_\_\_\_
- 3) JOAQUIN CAMPA (928) 920-7094 \_\_\_\_\_

Ruben Walsh \_\_\_\_\_ 08/17/2022 \_\_\_\_\_  
 Applicant Signature Date

**\*\*Applications will remain on file in the Office of the Mayor and Council for one year from the above date\*\***

**Notice:** In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.



**City of San Luis  
Board and Commission  
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

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Name: Cesar Zepeda Date: 08/17/2022  
Residence Address: 417 N Amarely Ave. Home Phone: (928)257-8615  
Mailing Address: PO Box 4886 Alternatate Phone: \_\_\_\_\_

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The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live with in the corporate limits of the City of San Luis?  Yes  No  
Years Resided in San Luis 29 Years Resided in Arizona 29

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List three Boards and/or Commissions you are interested in serving on:

1) Planning and Zoning 2) \_\_\_\_\_ 3) \_\_\_\_\_

---

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

I wish to become a planning and zoning board member to help my community achieve its full potential as efficiently as possible.

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**Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term**

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

As needed, I am self-employed and will dedicate as many hours as needed in order to fulfill the position's duties. Minimum 20 hours per week.

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**\*BOARD AND COMMISSION APPLICATION\***

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

<b>Education:</b>	<b>Score</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	Low			High		_____

<b>School</b>	<b>Degree</b>	<b>Year</b>
<u>University of Arizona</u>	<u>Family Studies and</u>	<u>2017</u>
_____	<u>Human Development</u>	_____
_____	_____	_____
<u>Arizona Western College</u>	<u>Political Science</u>	<u>2015</u>
_____	_____	_____

<b>Work Experience:</b>
-------------------------

<b>Company</b>	<b>Position</b>	<b>Dates</b>
<u>EcoEnergy Solutions</u>	<u>Consultant</u>	<u>2021-Present</u>
<u>City of San Luis</u>	<u>Court Interpreter</u>	<u>2019-2021</u>
<u>GESD #32</u>	<u>Classroom Teacher</u>	<u>2015-2019</u>
_____	_____	_____

<b>Civic Involvements:</b>
----------------------------

<b>Organization</b>	<b>Position</b>	<b>Dates</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>Additional Qualifications:</b>
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>TOTAL SCORE</b> _____
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Personal References, including addresses and phone numbers:

- 1) Rafael Torres, 1323 E C St. San Luis, AZ, 85349, (928)920-5399
- 2) Jesus Reyes, 2366 E Bermudez St. San Luis, AZ, 85349, (928)502-9196
- 3) Andrea Ruiz, 12529 S Driftwood Dr. Yuma, AZ, 85367, (928)581-8594

 \_\_\_\_\_ 08/18/2022 \_\_\_\_\_  
 Applicant Signature Date

**\*\*Applications will remain on file in the Office of the Mayor and Council for one year from the above date\*\***

**Notice:** In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.

# Cesar A. Zepeda

PO Box 4886

San Luis, AZ 85349

(928) 257-8615

csrzpd@gmail.com

## EXPERIENCE

### **EcoEnergy Solutions, Yuma — Consultant**

May 2021 - PRESENT

- Prepare and present proposals for potential customers.
- Inspect, measure and work on roofs, HVAC systems and RO systems.
- Train and enable new workers entering into the field.

### **City of San Luis, San Luis — Court Interpreter**

June 2019 - May 2021

- Provided oral translations and interpretations for defendants, clients, and other court staff. Successfully maintaining pace with native speakers to deliver real-time comprehension.
- Facilitated communication between law enforcement personnel and individuals involved in crimes such as witnesses, persons of interest and suspects. Provided cultural input to speakers to help parties who did not speak similar languages communicate with and understand one another.

### **Gadsden Elementary School District, San Luis**

— **Classroom Teacher** October 2015 - May 2019

- Documented attendance, assignments, grades and participation for over 200 students.
- Designed dynamic lesson plans based on student interests to increase average student GPA over the school year.
- Fostered team collaboration between students through group projects for Math and Social Studies classes.

## EDUCATION

### **University of Arizona- Yuma, AZ — B.S. Family Studies and Human Development**

August 2015 - December 2017

### **Arizona Western College- Yuma, AZ — A.A.**

**Political Science/A.S. FSAH** August 2012 - May 2015

## SKILLS

Keen Observant Critical Thinker Team Player Fast Learner

**LANGUAGES** English/Spanish



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. E.

**Meeting Date:** 08/24/2022

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

**Submitted By:** Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

**Action Requested:** Motion  
Public Hearing

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### ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2022-0425. A request by DuBose Design Group on behalf of the Sam Group Investments Partnership for a Conditional Use Permit from Section 18.35.30 (C)(1) of the City of San Luis Zoning Ordinance to allow a commercial building with a gross floor area greater than 50,000 square feet. Assessor's parcel number 227-15-011, located on the northeast corner of Oak Avenue and County 24 1/2 Street in San Luis Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

- A. Open Public Hearing
  - 1. Staff Presentation
  - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Conditional Use Permit Case No. 2022-0425

### SUMMARY:

On July 27, 2022, the City Council approved Rezoning Case No. 2022-0349, rezoning the subject property from Light Industrial (L-I) to Community Commercial (C-2). The applicant requested C-2 zoning to allow the construction of a 124-room hotel. However, the proposed building is more than 50,000 square feet in size and Section 18.35.30 (C)(1) of the City of San Luis Zoning Ordinance requires a Conditional Use Permit for commercial buildings with a gross floor area greater than 50,000 square feet.

The existing condition of the subject property is undeveloped vacant land. The lot is part of an industrial subdivision known as Southwest Arizona Industrial Subdivision.

### Existing Adjacent Zoning Districts:

- To the north: LI
- To the west: LI
- To the south: RA-10
- To the east: LI and C2

According to the site plan submitted by the applicant, the proposed hotel with 124 rooms can generate a large number of traffic trips per day and a traffic study should be required in accordance with the adopted Public Works Standards. The developer must provide all the necessary improvements required by a traffic study during the construction of the proposed hotel.

As part of the review process, all land use cases are reviewed by various city and outside agencies.

As required by state statute, staff sent notification letters to property owners within 300 feet of the proposed project (nine (9) letters). The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

**CITIZEN REVIEW MEETING:**

As required by state statute and City Code, a Citizen Review meeting was held at City Hall on August 2, 2022, at the City Hall Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. Nobody from the public was present during the meeting.

**STAFF RECOMMENDATION:**

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

Staff recommends approval of Conditional Use Permit Case No. 2022-0425 subject to the following conditions:

1. Development shall comply with the City of San Luis Zoning Regulations, Building Code Requirements, Public Works Standards, and any applicable subdivision regulations for commercial development.
2. The applicant/owner shall submit a traffic study during the building permit review and all improvements required by the traffic study shall be done by the developer.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2022-0245 SUBJECT TO THE CONDITIONS OF APPROVAL AS PRESENTED BY STAFF.**

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**Fiscal Impact**

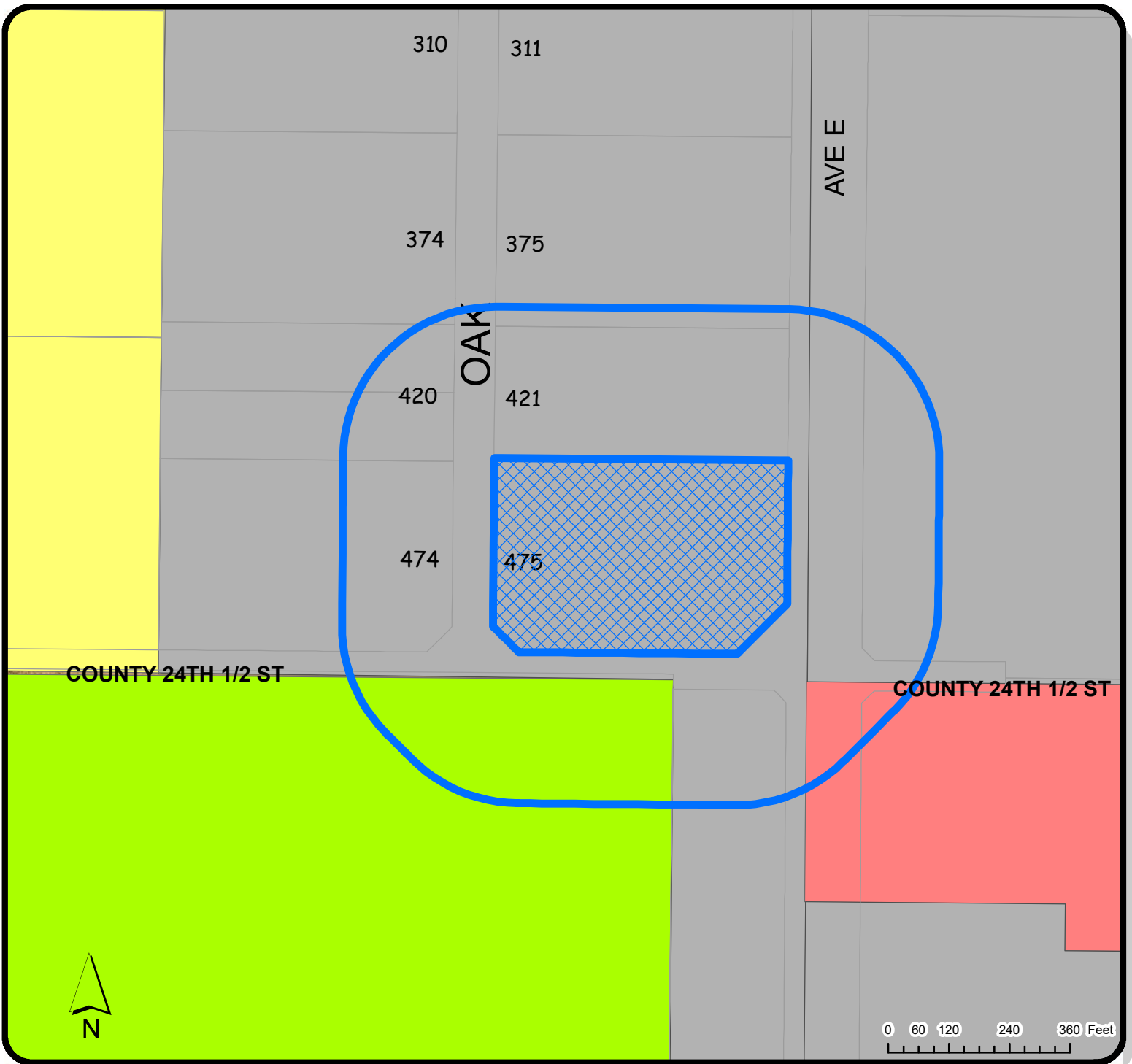
<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
	N/a

---

**Attachments**

Location Map  
Site Plan  
Elevations  
Presentation

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**LOCATION OF SUBJECT PROPERTY**

 Assessor's Parcel Number 227-15-011

 300ft Notification Area

**LOCATION MAP**

**Zoning**

-  SINGLE RESIDENCE ZONING DISTRICTS
-  R1-8
-  MULTIPLE RESIDENCE ZONING DISTRICTS
-  R-2
-  R-3
-  COMMERCIAL ZONING DISTRICTS
-  C-2

**CONDITIONAL USE**

**CASE #**  
**2022-0425**

**DATE:**

7/20/2022

**PLANNING & ZONING**



**GIS**

**CREATED BY:**

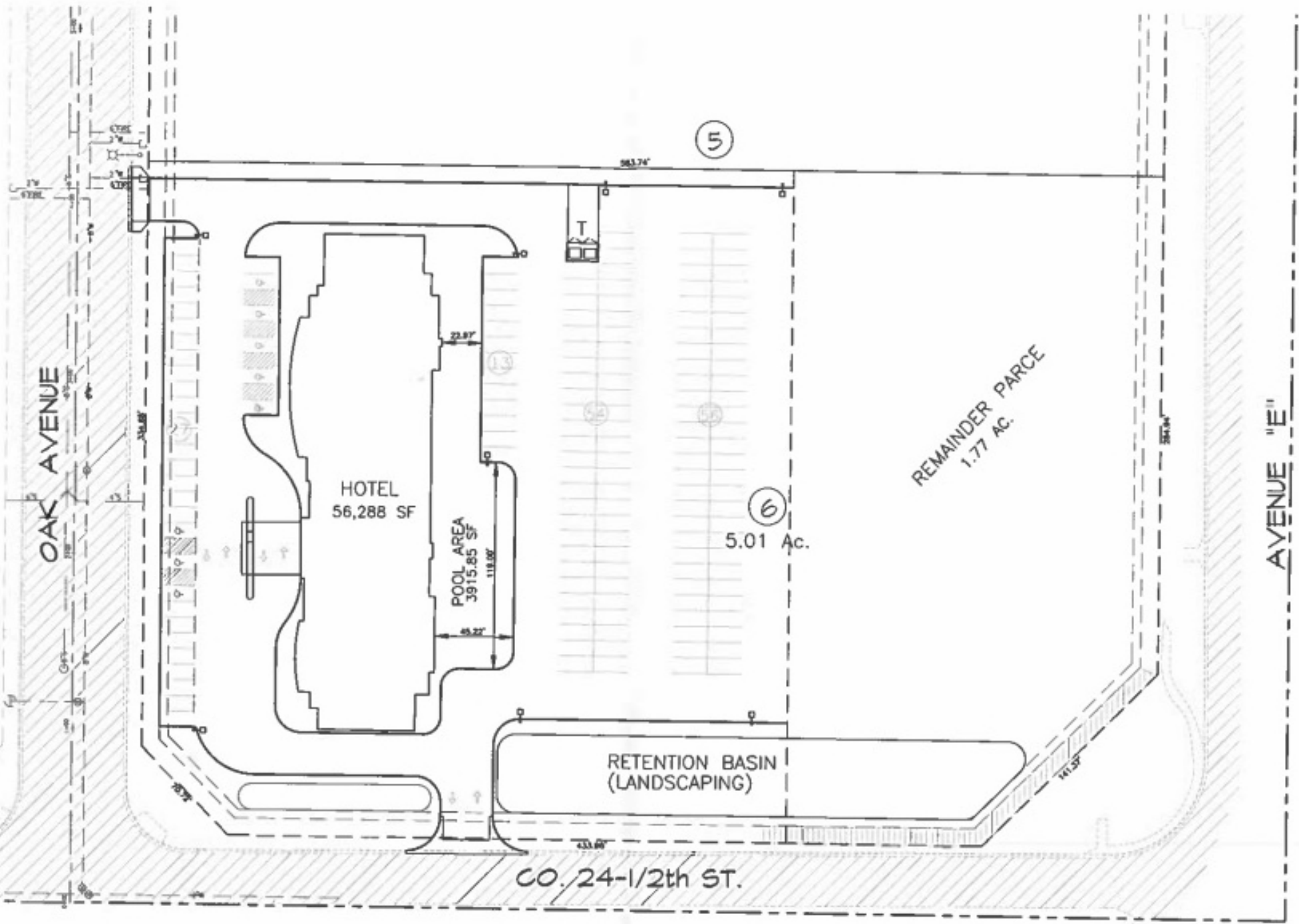
ISAAC GUTIERREZ

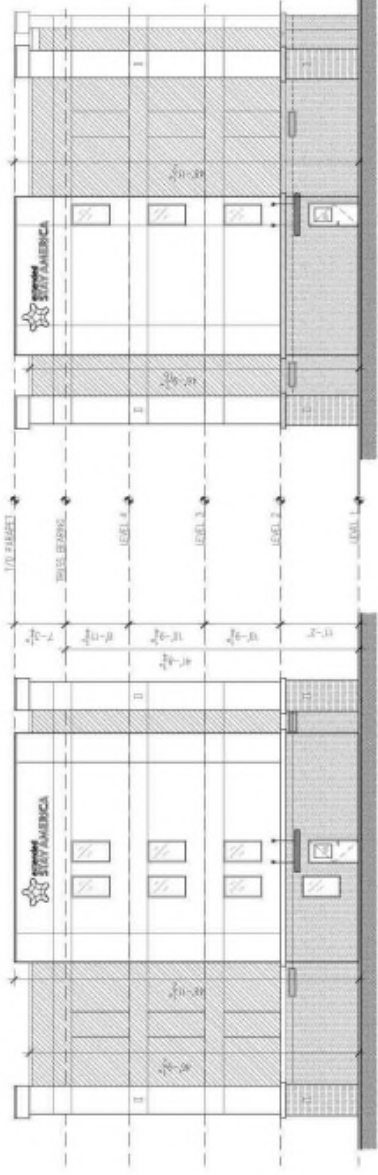
**CHECKED BY:**

FERNANDO VILLEGAS

**APPROVED BY:**

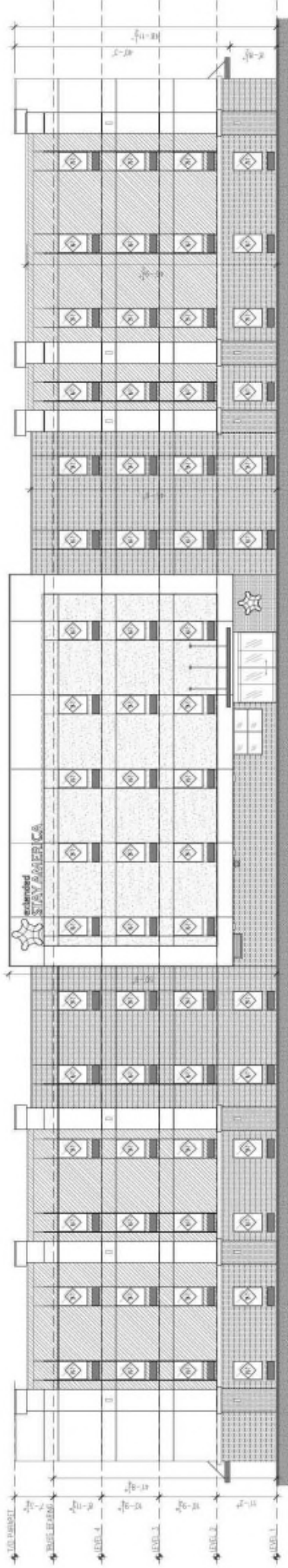
JOSE A. GUZMAN



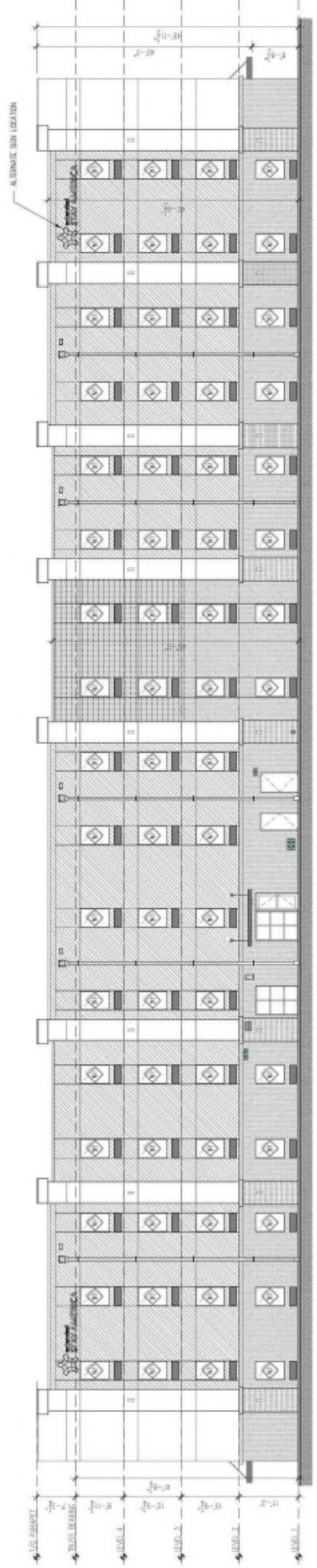


**LEFT ELEVATION**  
Scale: 1/8"=1'-0"

**RIGHT ELEVATION**  
Scale: 1/8"=1'-0"



**FRONT ELEVATION**  
Scale: 1/8"=1'-0"



**BACK ELEVATION**  
Scale: 1/8"=1'-0"



# City Council Meeting

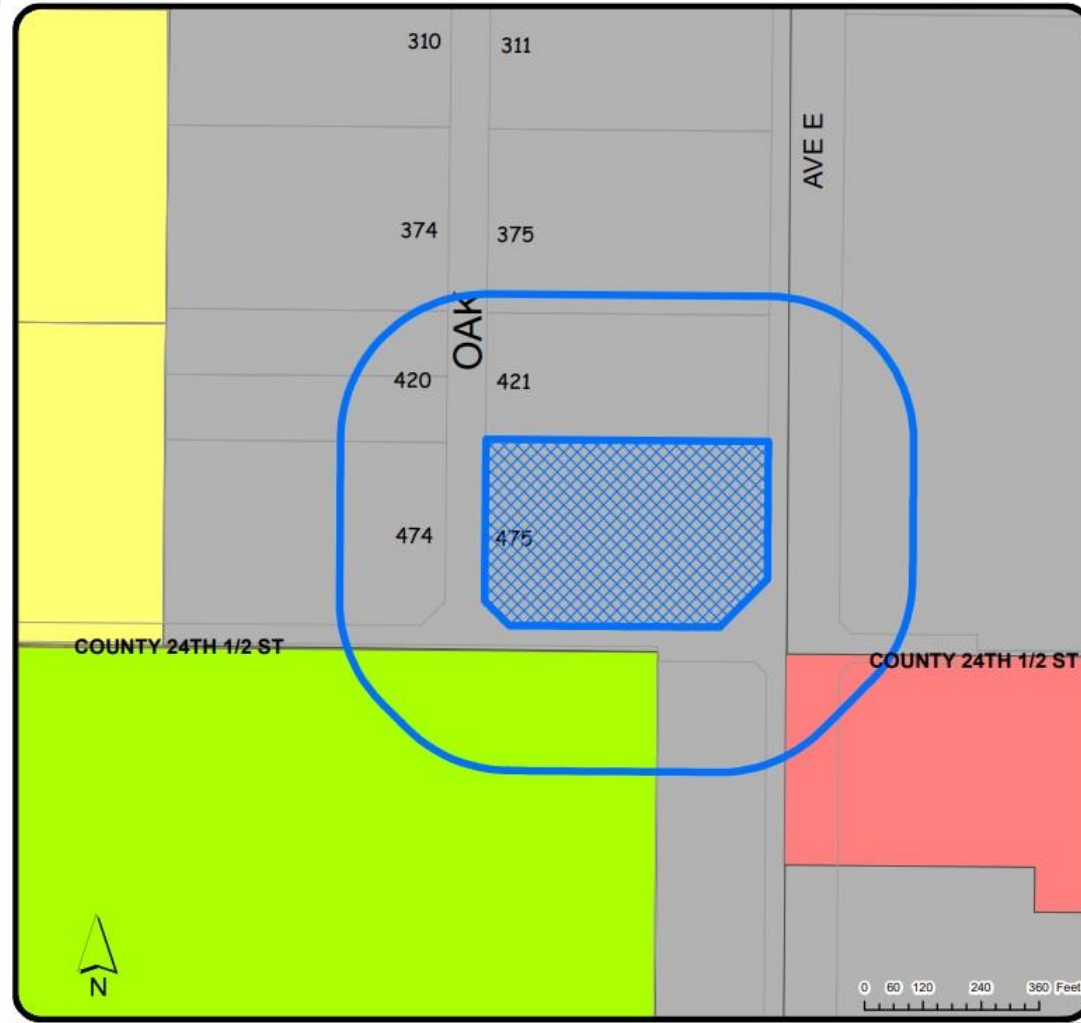
August 24, 2022

# Conditional Use Permit Case No. 2022-0425

**Request:** A Conditional Use Permit from Section 18.35.30 (C)(1) of the City of San Luis Zoning Ordinance to allow a commercial building with a gross floor area greater than 50,000 Square Feet. Assessor's parcel number 227-15-011, located on the northeast corner of Oak Avenue and County 24-1/2 Street.

- ◉ The applicant is requesting to the CUP the subject to allow the construction of a 124 room hotel.

# Conditional Use Permit Case No. 2022-0425



Zoning Map

**LOCATION OF SUBJECT PROPERTY**

 Assessor's Parcel Number 227-15-011

 300ft Notification Area

**LOCATION MAP**

**Zoning**

-  SINGLE RESIDENCE ZONING DISTRICTS
-  M1.4
-  MULTIPLE RESIDENCE ZONING DISTRICTS
-  R1.4
-  R1.5
-  COMMERCIAL ZONING DISTRICTS
-  C2

**CONDITIONAL USE**

**CASE #**  
**2022-0425**

# Conditional Use Permit Case No. 2022-0425



Santa Cecilia

Belleza Del Desierto

South West Arizona Industrial

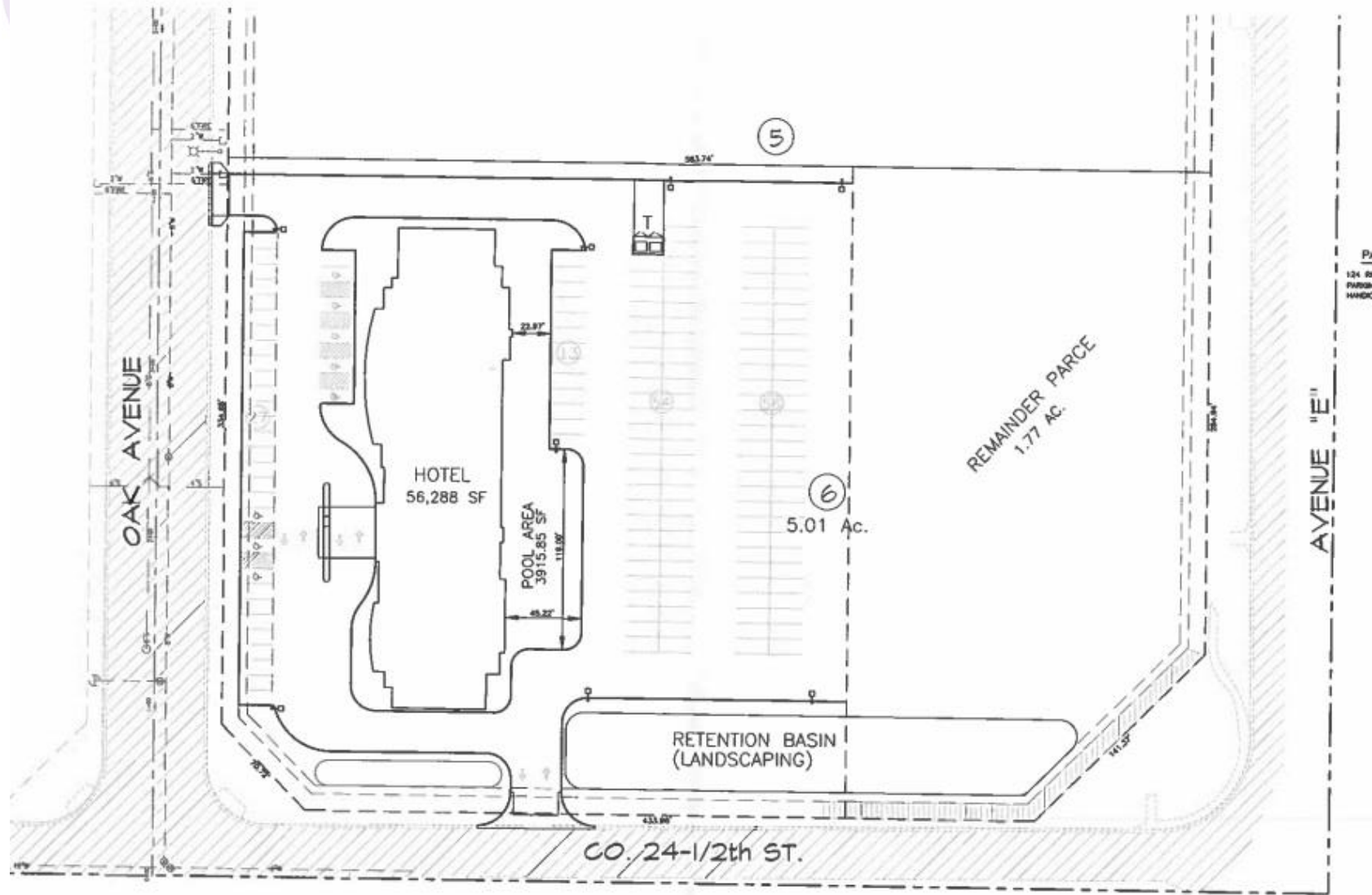
Oak Avenue

Avenue E

Aerial View

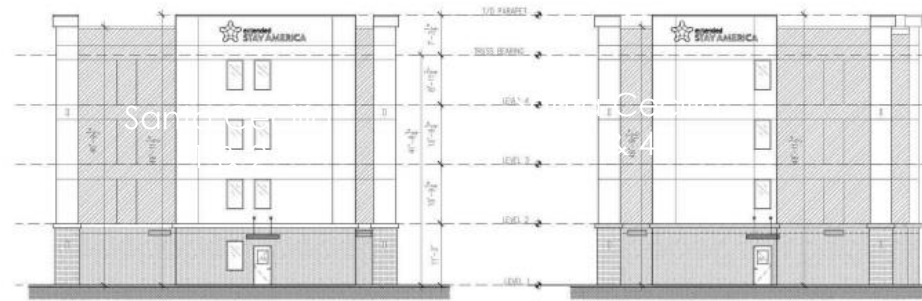
County 24-1/2 St

# Conditional Use Permit Case No. 2022-0425



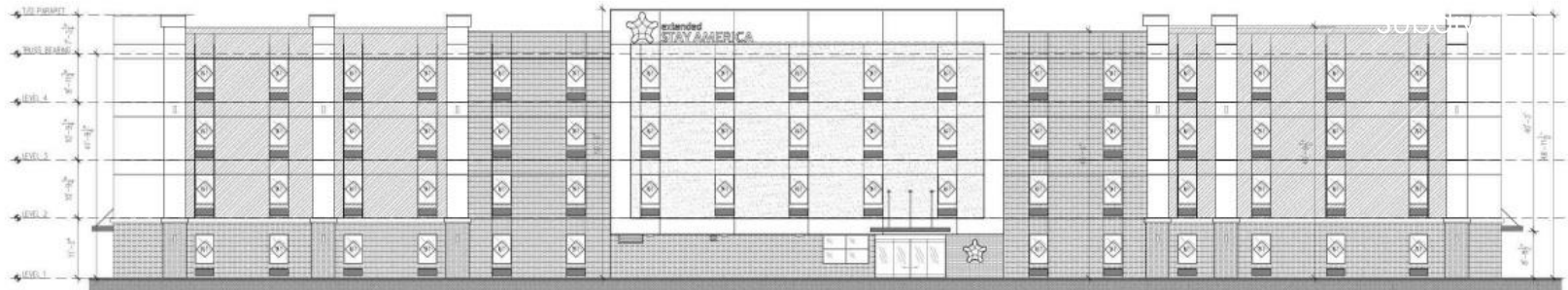
Site Plan

# Conditional Use Permit Case No. 2022-0425



**RIGHT ELEVATION**  
Scale: 1/8"=1'-0"

**LEFT ELEVATION**  
Scale: 1/8"=1'-0"



**FRONT ELEVATION**  
Scale: 1/8"=1'-0"



**BACK ELEVATION**  
Scale: 1/8"=1'-0"

**Elevations**

# Conditional Use Permit Case No. 2022-0425

## The Planning Commission Recommendation:

Staff recommends approval of Conditional Use Permit Case No. 2022-0425 subject to the following conditions:

1. The applicant/owner shall comply with the City of San Luis zoning regulations, building code requirements, public works standards, and any applicable subdivision regulations for commercial development.
2. The applicant/owner shall submit a traffic study during the building permit review and all improvements required by traffic study shall be done by the developer.

## Recommended Motion:

- ⦿ **I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2022-0425 SUBJECT TO THE CONDITIONS OF APPROVAL AS RECOMMENDED BY PLANNING AND ZONING COMMISSION.**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. F.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2228. A resolution of the Mayor and City Council of the City of San Luis, Arizona correcting a scrivener's error *nunc pro tunc in*; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

### SUMMARY:

#### Background

On March 9, 2020, the city's classification and compensation consultant (CPS HR) recommended pay grade 200 for the executive assistant job description.

On September 23, 2020, City Council passed Resolution Number 2142, adding four (4) positions to the classified service, including executive assistant. The pay grade at 209 in the resolution was a typographical error.

City Council passed all subsequent budgets consistent with the pay rate of the 200 pay grade. The position at all times has been paid at the 200 pay grade in line with adjustments city-wide to contend with budgetary constraints.

#### Correction

To make the corrections to the resolutions retroactive to the date it was passed, the legal phrase "scrivener's errors *nunc pro tunc*" can accomplish this.

The requirements are:

1. the mistake must be a clear typographical error in the drafting of the resolution (the "scrivener's error") and (2) the original purpose cannot be changed.

The legal phrase *nunc pro tunc* (Latin meaning now for then) allows the correction now to relate back to the time of the original resolution. In this case, the correction will go back to September 23, 2020.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2228 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 fiscal impact. The city has been implementing the correct pay grade. This resolution simply corrects the record.

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**Attachments**

Res No. 2228 with Exhibit

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# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2228

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA CORRECTING A SCRIVENER'S ERROR *NUNC PRO TUNC* IN RESOLUTION NO. 2142; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, on Mach 9, 2020, the city's classification and compensation experts (CPS HR Consulting) recommended grade 200 in the structure of the classified service for the executive assistant job description.

**WHEREAS**, on September 23, 2020, City Council passed Resolution No. 2142 adding four positions to the classified service, including an executive assistant position, but a typographical error listed the pay grade as 209 rather than 200; and

**WHEREAS**, City Council passed all subsequent budgets consistent with the pay rate of the 200 pay grade, and the position at all times has been paid at the 200 pay grade;

**NOW, THEREFORE, BE IT RESOLVED**, based on the foregoing recitals, by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1.** The City Council finds that a scrivener's error was made in Resolution No. 2142.

**Section 2.** Section 1 of Resolution No. 2142 (Exhibit A) the pay grade listed for the Executive Assistant shall substitute "200" for the scrivener's error, "209," and "200" shall be entered into the City Council record for the pay grade at this time but relate back and be effective as of September 23, 2020, *nunc pro tunc*.

**Section 3.** City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution, Resolution 2228.

**Section 3:** If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

**Section 4:** If any section, subsection, sentence, clause phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of August 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# **Exhibit A**

**WHEN RECORDED MAIL TO:**

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

The above area is to be reserved for recording information

\*\*\*\*\*

**CAPTION HEADING:**

**Resolution**

Resolution No. 2142

Ratifying and approving the creation of positions in the classified services of the city,  
amending the classification and service plan of the city.



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2142

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, RATIFYING AND APPROVING THE CREATION OF POSITIONS IN THE CLASSIFIED SERVICE OF THE CITY; AMENDING THE CLASSIFICATION AND SERVICE PLAN OF THE CITY; SUPERSEDING ANY CONFLICTING PROVISIONS OF EXISTING REGULATIONS OR POLICIES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council has established the positions of classification and service plan of the City of San Luis;

**WHEREAS**, the City Council as part of the budget for the fiscal year 2019-2020 and 2020-2021 established and funded positions within said classification and service plan for those fiscal years;

**WHEREAS**, under San Luis City Code § 31.20(5)(a), new positions were created and appointed within the classified service during the fiscal year 2019-2020 and 2020-2021, and there is a desire to fill the new, recently-budgeted position in the City Clerk's office; and

**WHEREAS**, City Council desires to ratify and approve the decisions previously made, including authorizing the new position City Council budgeted for the 2020-2021 fiscal year in the City Clerk's Office;

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

**Section 1.** That the following positions, the job descriptions being on file in the Human Resources Department, with the respective salary ranges as created during fiscal years 2019-2020 or 2020-2021 are authorized, ratified and approved:

<u>Position</u>	<u>Department</u>	<u>Pay Grade</u>
1. Executive Assistant	Administration	209
2. Government and Foreign Affairs Coordinator	Administration	202
3. Paralegal	City Prosecutor	200
4. Records Management Specialist	City Clerk	200

**Section 2.** That the classification and service plan of the City of San Luis for fiscal years 2019-2020 and 2020-2021 are amended to reflect the addition of the positions and corresponding salary ranges for said positions, as stated in Section 1 above.

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

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

**Section 5.** Whereas it is necessary for the preservation of the peace, health, safety, and welfare of the City of San Luis and for the further reason that the foregoing positions were created because they were determined to be necessary for the effective operation and administration of the affairs of the city, it is determined that the best interests of the city require the provisions of this resolution to go into immediate effect; therefore an emergency is hereby declared to exist, and this resolution shall become immediately operative and in force and effect from and after the posting of this resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis, Arizona, this 13rd day of September 2020.



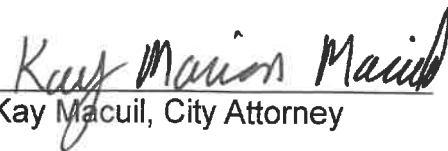
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



Sonia Cornelio, City Clerk



Kay Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. G.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion  
Ordinance

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2229. A resolution of the Mayor and Council of the City of San Luis, Arizona, setting towing and storage fees pursuant to Section 10.25.030(H) of the City Code of the City of San Luis, Arizona, repealing any conflicting provisions and providing for severability. **(Richard Jessup, Chief of Police)**

### SUMMARY:

A.R.S. § 9-499.05 allows cities to "regulate the maximum rate and charge for towing, transporting or impounding a motor vehicle from private property without the permission of the owner or operator of the vehicle by any private towing carriers doing business within its boundaries. A private towing carrier is subject to the maximum rate and charge regulation prescribed by the city or town for all such towing, transporting, or impounding services if the vehicle being towed or transported is towed from private property located within the boundaries of the city or town."

The City Council set towing and storage fees for commercial private towing companies 13½ years ago, in February 2009, at \$75.00 for towing and \$25.00 per day for impound.

Staff recommends setting the rate in line with local market conditions of \$150.00 for towing and \$35.00 per twenty-four-hour day. Resolution No. 2229 will accomplish this.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2229 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):

Resolution No. 2229 sets the maximum the private towing companies' fee for towing or storing vehicles. It is not a fee of the city.

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## **Attachments**

Resolution No. 2229

ARS 9-449.05

City Code 10.25.030

Res No. 817 Feb 2009

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# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2229

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, SETTING TOWING AND STORAGE FEES PURSUANT TO SECTION 10.25.030(H) OF THE CITY CODE OF THE CITY OF SAN LUIS, ARIZONA, REPEALING ANY CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, A.R.S. § 9-499.05 authorizes cities to regulate the maximum charge for towing and impounding vehicles;

**WHEREAS**, San Luis City Code § 10.25.030(H) provides that City Council may, by resolution, set the maximum fees for towing and impounding vehicles; and

**WHEREAS**, the fee has not been set since February 2009, thirteen and a half (13½) years ago.

**WHEREAS**, there is a desire to set fees that reflect current market conditions in Yuma County, Arizona;

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

**Section 1:** The maximum fees for towing shall be \$150.00 per vehicle, and the maximum fees for impound shall be \$35.00 per twenty-four-hour day per vehicle.

**Section 2:** If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

**Section 3:** If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

[Intentionally left blank, signature page follows.]

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of August 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Arizona Revised Statutes Annotated

Title 9. Cities and Towns

Chapter 4. General Powers

Article 8. Miscellaneous (Refs & Annos)

A.R.S. § 9-499.05

§ 9-499.05. Authority to set rates for private towing carrier; notice of parking violations; violation; classification; definition

Currentness

**A.** The governing body of an incorporated city or town may regulate the maximum rate and charge for towing, transporting or impounding a motor vehicle from private property without the permission of the owner or operator of the vehicle by any private towing carriers doing business within its boundaries. A private towing carrier is subject to the maximum rate and charge regulation prescribed by the city or town for all such towing, transporting or impounding services if the vehicle being towed or transported is towed from private property located within the boundaries of the city or town.

**B.** The owner or agent of the owner of the private property shall be deemed to have given consent to unrestricted parking by the general public in any parking area of the private property unless such parking area is posted with signs as prescribed by this subsection which are clearly visible and readable from any point within the parking area and at each entrance. Such signs shall contain, at a minimum, the following:

1. Restrictions on parking.
2. Disposition of vehicles found in violation of the parking restrictions.
3. Maximum cost to the violator, including storage fees and any other charges that could result from the disposition of a vehicle parked in violation of parking restrictions.
4. Telephone number and address where the violator can locate the violator's vehicle.

**C.** It is unlawful for a private towing carrier to tow or transport a motor vehicle from private property without the permission of the owner or operator of the motor vehicle unless such private towing carrier receives a request from a law enforcement agency or the express written permission from the owner or the agent of the owner of the property that has complied with the requirements of subsection B. The owner or the owner's agent shall either sign each towing order or authorize the tow by a written contract which is valid for a specific length of time. The private towing carrier may not act as the agent of the owner.

D. A person who violates subsection C is guilty of a class 2 misdemeanor.

E. This section shall apply only to services performed while a person is actually engaged in the activities of a private towing carrier.

F. The provisions of this section do not apply to abandoned or junk vehicles disposed of pursuant to title 28, chapter 11.<sup>1</sup>

G. For the purposes of this section, “private towing carrier” means any person who commercially offers services to tow, transport or impound motor vehicles from private property without the permission of the owner or operator of the vehicle by use of a truck or other vehicle designed for or adapted to that purpose.

#### Credits

Added by Laws 1981, Ch. 174, § 1. Amended by [Laws 1991, Ch. 121, § 1](#); [Laws 1997, Ch. 1, § 10](#), eff. Oct. 1, 1997.

#### Footnotes

<sup>1</sup>  
Section 28-4801 et seq.

A. R. S. § 9-499.05, AZ ST § 9-499.05

Current through legislation effective July 6, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022)

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End of Document

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Notes Of Decisions

**Construction and application**

Towing company's sign warning parking violators that vehicles would be towed and that parking was consent to creation of lien for towing and other charges could not, under general contract principles, create enforceable consensual possessory lien against towed vehicle as a matter of law; neither sign nor person's improper parking on private property in violation of posted signs would establish requisite consent of vehicle's owner, nor could consent be implied under such circumstances.

[Adage Towing & Recovery, Inc. v. City of Tucson \(App. Div.2 1996\) 187 Ariz. 396, 930 P.2d 473](#) , review denied.  
Automobiles 375

Appellate court would not address issue, raised in city's answering brief, by which city sought to overturn ruling that sign that complied with statute created contract between parking violators whose vehicles were towed for parking in violation of posted rules and towing company, given city's failure to cross-appeal issue, in that city essentially sought to modify trial court's decision in manner that lessened towing company's rights.

[Adage Towing & Recovery, Inc. v. City of Tucson \(App. Div.2 1996\) 187 Ariz. 396, 930 P.2d 473](#) , review denied. [Appeal And Error 3090\(3\)](#)

Versions (1)

[§ 9-499.05. Authority to set rates for private towing carrier; notice of parking violations; violation; classification; definition](#) 

**AZ ST § 9-499.05**

**Effective [See Text Amendments]**

Enacted Legislation [Laws 1997, Ch. 1, § 10, eff. Oct. 1, 1997](#)

## Editor's and Revisor's Notes (2)

### HISTORICAL AND STATUTORY NOTES

The 1997 amendment by Ch. 1 made changes in statutory citation references to conform to the reorganization of Title 28; and made other nonsubstantive changes.

#### Reviser's Notes:

**1981 Note.** Pursuant to authority of § 41-1304.02, subsection "E" has been relettered as subsection "D" and subsection "D" has been relettered as subsection "E".

**1991 Note.** Pursuant to authority of § 41-1304.02, in the section heading "of parking violations" was added after "notice" and "; definition" was moved to follow "classification" and subsection F was relettered as subsection G and subsection G was relettered as subsection F.

**Context and Analysis (1)**

**Cross References (1)**

Counties, authority to set rates for private towing carrier, see § [11-251.04](#).

**Validity**

There are no Validity results for this citation.

**Bill Drafts**

There are no Bill Drafts for this citation.

### **10.25.030 Allowable fees for permitted towing companies – Release of vehicles.**

(A) No private towing and recovery service shall hold or attempt to hold any vehicle towed from any location within the City without the consent of the owner or operator thereof as security for accrued towing and storage charges. Any such vehicle shall be immediately released, regardless of impound location, to the owner or operator thereof upon the production of proof of ownership or agency, as hereinafter defined.

(B) For the purposes of subsection [\(A\)](#) of this section, ownership or agency shall be deemed proven should any one or more of the following obtain:

- (1) The claimant of the vehicle is in possession of a key or keys which operate the door locks or ignition switch of the vehicle;
- (2) The claimant of the vehicle displays a driver's license, whether current or not, issued by any state or other sovereign empowered to issue a license, the license indicating the same last name as that in which the vehicle is registered;
- (3) The claimant displays any piece of photographic identification showing the claimant's last name to be the same as that in which the vehicle is registered; and/or
- (4) The claimant displays a vehicle registration, whether current or not, to the impounded vehicle.

(C) A private towing and recovery service may require a claimant to provide a current address to assist the private towing and recovery service's billing and collection process. No private towing and recovery service may require as a condition precedent to the release of any vehicle documentation or proof in excess of, or different than, that described in subsection [\(B\)](#) of this section.

(D) A private towing and recovery service may require any claimant to sign a receipt for the vehicle claimed; however, the receipt shall contain no language other than the following:

- (1) The name and address of the claimant;
- (2) The date and time at which the vehicle was claimed;
- (3) A description, including the license number, of the claimed vehicle; and

- (4) A statement of the unpaid balance, if any.
- (E) Any private towing and recovery service that requires the claimant of a vehicle to execute a receipt shall provide claimant with a copy of the receipt, regardless of whether or not the receipt has been executed by that claimant.
- (F) Notwithstanding any of the foregoing provisions, no private towing and recovery service shall release any vehicle after having been advised by any law enforcement agency that the vehicle has been reported as stolen.
- (G) Notwithstanding any of the provisions herein, no private towing and recovery service shall tow any vehicle which has displayed a valid placard or license plate showing the international symbol of access for disabled persons, as described in A.R.S. § [28-884](#), or any successor thereto.
- (H)
- (1) Private towing and recovery services permitted by the City may charge for nonconsensual towing and recovery services only those amounts authorized in the most recent tariff approved by the City. This shall include all no-preference and impounded vehicle calls originated through the City Police Department or other authorized City agency.
  - (2) A private towing and recovery service shall be deemed permitted by the City if it has a current City business license.
    - (a) The tariff shall be approved and enacted by resolution of the City Council and shall be made available by the City Administrator to all towing and recovery companies operating within City limits.
    - (b) The maximum fees shall be as set by City Council from time to time for towing and as set by City Council from time to time per 24-hour day for storage. The 24-hour period is to begin upon the towing of the vehicle. As an example, for illustrative purposes only, if a vehicle is towed on a Wednesday at 1:30 p.m., the maximum charge for storage shall be limited as set by City Council from time to time until 1:30 p.m. on Thursday. The fees may be changed by subsequent resolution of the City Council.
- (I) No private towing and recovery service or its representatives shall charge more than the established tariff for nonconsensual towing and recovery or no-preference towing originated by the City Police Department. (Ord. 202 § 1, passed 12-23-2003; Ord. 273 § 1, passed 3-11-2009. Code 1982 § 10-7-3. Code 2012 § 74.03.)

**This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.**

**The San Luis City Code is current through Ordinance 423, passed January 12, 2022.**

Disclaimer: The City Clerk's Office has the official version of the San Luis City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sanluisaz.gov](http://www.sanluisaz.gov)

[Code Publishing Company](#)



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Resolution*

## RESOLUTION NO. 817

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA SETTING TOWING AND STORAGE FEES PURSUANT TO SECTION 10-7-3 OF THE CITY CODE OF THE CITY OF SAN LUIS

Whereas Ordinance No. 202 of the City of San Luis added Article 10-7 Towing to the City Code of the City of San Luis, Arizona; and

Whereas Subsection 10-7-3.H.2 of the City Code of the City of San Luis provides that City Council may establish maximum fees for towing and storage by resolution;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of San Luis, Arizona, that the maximum fees pursuant to Section 10-7-3 of the City Code of the City of San Luis, Arizona for towing shall be \$75.00 and the maximum fees for storage shall be \$25.00 per twenty-four (24) hour day.

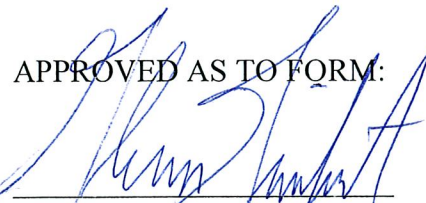
Passed and adopted by the San Luis City Council this 11<sup>th</sup> day of February, 2009, in the City of San Luis, Arizona.

  
\_\_\_\_\_  
Juan Carlos Escamilla, Mayor

ATTEST:

  
\_\_\_\_\_  
Sonia Cuello, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Glenn Gimbut, City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. H.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion  
Resolution

---

#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2230. A resolution of the Mayor and City Council of the City of San Luis, Arizona, establishing rates for parking control devices and parking meters; establishing a parking control zone; repealing any conflicting provisions; providing for severability. **(Richard Jessup, Chief of Police and Kay Marion Macuil, City Attorney)**

#### SUMMARY:

Section 10.15.100(B) of the City Code provides that the City Council, by resolution, establishes the rates for parking control devices and parking meters. The city has had parking meters for several years now and the rate charged has been established with the full knowledge of the City Council. Indeed, the minutes of past meetings show extensive discussion. Despite the fact that the rates being charged occurred with the full knowledge of the City Council, city staff has been unable to find where the City Council ever formally adopted resolutions on those topics.

This resolution formally sets the rate to conform to what already presently exists.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2230.**

---

#### 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 will be no change to revenue or expenses. This resolution formalizes the parking meter rate.

---

#### Attachments

Resolution No. 2230

---





# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2230

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ESTABLISHING RATES FOR PARKING CONTROL DEVICES AND PARKING METERS; ESTABLISHING A PARKING CONTROL ZONE; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY.**

**WHEREAS**, under A.R.S. § 9-240(B)(3)(a) City Council has the power within the city limits to exercise exclusive control over the streets, alleys, avenues, and sidewalks; and

**WHEREAS**, the San Luis City Code Section 10.15.100(B) provides that the City Council establishes, by resolution, any fee to be charged by a parking control device(s) or parking meter(s); and

**WHEREAS**, the San Luis City Code Section 10.15.100(A) provides that at the direction of the City Council, the City Manager or the City Manager's designee shall have the authority to establish parking control zones within the City and shall have the authority to install parking control devices within those zones; and

**WHEREAS**, this resolution establishes a downtown parking control zone implementing the authority of both San Luis City Code Section 10.15.60(A)(9) and City Code Section 10.15.100(A).

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

**Section 1:** The Mayor and City Council, by this resolution, establish the rate of fifty cents (50¢) per hour for the parking control devices and parking meters which charge a fee in the City of San Luis, Arizona ("City").

**Section 2:** No vehicle in the City shall park at a space controlled by a parking control device or parking meter for more than six (6) hours within a twenty-four (24) hour period.

**Section 3:** The City Manager, or the City Manager's designee, who shall be the Chief of Police, shall determine the times of operation for all parking meters or other control devices.

**Section 4:** The City Manager, or the City Manager's designee, who shall be the Chief of Police, shall have the authority to determine the location for placement of parking meters or other parking control devices within the area bounded by:

the Urtuzuastegui Street alignment on the south,  
the Cesar Chavez Boulevard alignment on the north,  
the 4<sup>th</sup> Avenue alignment on the east, and  
the San Luis Plaza Drive alignment on the west.

Any placement of parking meters or other parking control devices shall be in accordance with the San Luis City Code Section 10.15.060(B).

**Section 5:** If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

**Section 6:** If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of August 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. I.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion  
Resolution

---

#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2231. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting an Intergovernmental Agreement between the City of San Luis and the Yuma County for the Yuma Region-Imagery Acquisition Consortium project. **(Jose A. Guzman, Director of Planning and Zoning and Isaac Gutierrez, GIS Analyst)**

#### SUMMARY:

On March 30, 2012, Yuma County entered into an Agreement with Pictometry International Corp. (Pictometry) to purchase digital oblique and orthogonal aerial imagery of certain areas within Yuma County. In January 2017, the City entered into a Memorandum of Understanding with the County and other municipalities to have access to the digital imagery purchased from Pictometry, on a cost-sharing basis, thus forming the Yuma Region-Imagery Acquisition Consortium Project (Project).

This project is intended to update our current aerial imagery dataset and provide a more robust imagery dataset for the use of various departments, in addition to the continuation of our regional consortium with other local government agencies. As mentioned, the last picture was done back in 2017, since then, more than 1,500 homes were built. Therefore, an update was due, and the cost was already covered last fiscal year. This resolution is to formalize the continuation of being part of the Yuma Region-Imagery Acquisition Consortium Project.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2231.**

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#### Fiscal Impact

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

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

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

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

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

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

N/A

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**Attachments**

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Resolution No. 2231

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2231

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE YUMA COUNTY FOR THE YUMA REGION-IMAGERY ACQUISITION CONSORTIUM PROJECT.**

**WHEREAS**, in 2017, the City of San Luis ("City") entered into a Memorandum of Understanding with the County and certain participating entities to form the Yuma Region Imagery Acquisition Consortium Project ("Project"), the purpose of which is to share costs for the acquisition and use of the aerial imagery; and,

**WHEREAS**, the City needs to update the aerial imagery; and

**WHEREAS**, the City is authorized to enter into this Agreement pursuant to A.R.S. §11-951; and

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

**SECTION 1:** That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved;

**SECTION 2:** That the City Manager or designee are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to put the agreement into effect.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of August 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YUMA COUNTY AND CITY OF YUMA, CITY OF SAN LUIS,  
CITY OF SOMERTON, AND TOWN OF WELLTON  
YUMA REGION – IMAGERY ACQUISITION CONSORTIUM PROJECT**

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Yuma County (“County”) and the City of Yuma (“Yuma”), the City of San Luis (“San Luis”), the City of Somerton (“Somerton”), and the Town of Wellton (“Wellton”). The County, Yuma, San Luis, Somerton, and Wellton are hereinafter referred to collectively as the “Parties”. Yuma, San Luis, Somerton, and Wellton are hereinafter referred to collectively as the “Participating Agencies” and each individually as a “Participating Agency”.

**RECITALS**

1. On or about March 30, 2012, County entered into an Agreement with Pictometry International Corp. (“Pictometry”) to purchase digital oblique and orthogonal aerial imagery of certain areas within Yuma County.
2. In January 2017, County entered into a Memorandum of Understanding with certain Participating Agencies to form the Yuma Region – Imagery Acquisition Consortium Project (“Project”), to pool resources for the acquisition of updated digital oblique and orthogonal aerial imagery.
3. On or about July 27, 2021, County and Pictometry executed an Amendment to Agreement dated March 30, 2012, wherein County purchased updated digital oblique and orthogonal aerial imagery from Pictometry.
4. In 2022, Participating Agencies expressed a desire to participate in the Project, and obtain access to the digital oblique and orthogonal aerial pictometry produced by Pictometry.
5. The County is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq. Yuma is authorized to enter into this Agreement pursuant to Article III, Section 12 of the Charter of the City of Yuma. San Luis is authorized to enter into this Agreement pursuant to A.R.S. § § 11-951, et. seq. Somerton is authorized to enter into this Agreement pursuant to Somerton City Code Section 3-5-193. Wellton is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the County and each Participating Agency agree to the following terms conditions:

- I. **PURPOSE OF THE PROJECT.** The purpose of the Project is to share the cost of the digital imagery produced by Pictometry amongst the Participating Entities of the Project.

- II. TERM; TERMINATION. This Agreement shall be for a term of five (5) years starting on the Effective Date (“Initial Term”). This Agreement may be renewed for three (3) additional (5) year periods upon written request by a Participating Agency no less than ninety (90) days prior to the date of expiration of the Initial Term. The decision to renew shall be in mutual agreement by the County and the Participating Agency.

This Agreement may be terminated by County or a Participating Agency, with or without cause, upon sixty (60) days’ notice to the other party. Unless this Agreement is terminated as to all Parties by County or by all Participating Agencies, the Agreement shall remain in full force and effect for the remainder of the non-terminated Parties.

- III. NON-DISCRIMINATION. The Parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State executive order No. 2009-09 which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- IV. INDEMNIFICATION. Each party (as “Indemnitor”) agrees to defend, indemnify, and hold harmless the other parties (as “Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but to the extent that such Claims which result in vicarious/derivative liability to an Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employee, volunteers.
- V. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.
- VI. SEVERABILITY. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.
- VII. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation, and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court in Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction

and venue of such courts and expressly waive the right to transfer or remove any such action.

VIII. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.

IX. NOTICES. All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate address as may be specified in writing:

Yuma County  
ITS Chief Information Officer  
2717 S. Avenue B  
Yuma, Arizona 85364  
(928) 373-1000

City of Yuma  
Director of Information Technology  
One City Plaza  
Yuma, Arizona 85364  
(928) 373-4900

City of San Luis  
GIS Analyst  
1090 E. Union Street  
P.O. Box 3750  
San Luis, Arizona 85349  
(928) 341-8568

City of Somerton  
Marlene Lara, Economic Development Dir.  
143 N. State Street  
P.O. Box 638  
Somerton, Arizona 85350  
(928) 722-5085

Town of Wellton  
Sandra Jones, Deputy Clerk  
28634 Oakland Avenue  
P.O. Box 67  
Wellton, Arizona 85356  
(928) 785-3348

X. ASSIGNMENT. This contract is not assignable by the County or any Participating Agency unless all Parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors, and assigns of all Parties.

XI. NO PARTNERSHIP. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and no party is the principal or agent of the other.

XII. RIGHTS/OBLIGATIONS OF PARTIES ONLY. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

XIII. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

XIV. OBLIGATIONS OF THE COUNTY.

- a. The County will deliver to each Participating Agency a 1-Terabyte external hard drive containing the 2022 digital imagery library previously purchased by the County from Pictometry immediately upon data availability from Pictometry and the receipt of the payment from the Participating Agencies.
- b. The County will individually identify each Participating Agency as an “Authorized Subdivision” and “Authorized User” of the Pictometry Electronic Field Supply (“EFS”) software provided by Pictometry.
- c. The County will provide each Participating Agency with a digital copy of the Licensed Documentation for the Pictometry EFS software.

XV. OBLIGATIONS OF THE PARTICIPATING AGENCIES.

- a. To obtain possession of and access to the 2022 digital imagery libraries and supporting EFS software produced by Pictometry and previously delivered to the County, each Participating Agency agrees to pay County the following sums:
  - i. Yuma agrees to pay County the sum of \$46,816.58.
  - ii. San Luis agrees to pay County the sum of \$17,087.08.
  - iii. Somerton agrees to pay County the sum of \$9,254.36.
  - iv. Wellton agrees to pay County the sum of \$9,171.19.
- b. Before any data from the digital imagery libraries is shared with any local or external agency other than the Parties, all Parties must agree in writing. Although it will have access to the data, each Participating Agency agrees that County will act as the data custodian to control and distribute the digital imagery library to any local or external agency upon agreement of all Parties.
- c. Each Participating Agency agrees to be bound by the Standard Terms and Conditions as set forth in the March 30, 2012 Agreement between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 1 hereto, and incorporated herein by this reference.
- d. Each Participating Agency further agrees to be bound by the Standard Terms and Conditions as set forth in the February 17, 2017 Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ,

upon its execution by Pictometry and the County, as set forth in Appendix 2 hereto, and incorporated by this reference.

- e. Each Participating Agency further agrees to be bound by the Standard Terms and Conditions as set forth in the July 27, 2021 Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 3 hereto, and incorporated herein by this reference.

**YUMA COUNTY:**

\_\_\_\_\_  
Marco A. ("Tony") Reyes  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
William J. Kerekes  
Chief Civil Deputy County Attorney

Date: \_\_\_\_\_

**CITY OF YUMA:**

\_\_\_\_\_  
Jay Simonton  
Interim City Administrator

Date: \_\_\_\_\_

**ATTESTED:**

\_\_\_\_\_  
Linda Bushong  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
Richard Files  
City Attorney

Date: \_\_\_\_\_

**CITY OF SAN LUIS:**

\_\_\_\_\_  
Lizandro Galaviz  
Acting City Manager

Date: \_\_\_\_\_

ATTESTED:

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

Date: \_\_\_\_\_

APPROVED AS TO FORM AND AUTHORITY:

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

Date: \_\_\_\_\_

**CITY OF SOMERTON:**

\_\_\_\_\_  
Gerardo Cabrera  
City Manager

Date: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Andrea Moreno  
Deputy City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM AND AUTHORITY:

\_\_\_\_\_  
Jorge Lozano  
City Attorney

Date: \_\_\_\_\_

**TOWN OF WELLTON:**

\_\_\_\_\_  
Richard Marsh  
Town Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
Andrew McGuire  
Town Attorney

Date: \_\_\_\_\_

# APPENDIX 1

## AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. AND YUMA COUNTY- AZ

**DESCRIPTION OF PRODUCTS (the "Products"):**

Section A: Licensed Products  
Section B: Product Terms, Conditions, and Specifications

**TERM OF AGREEMENT (the "Term"):**

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

**FEES AND PAYMENT TERMS (the "License Fees"):**

All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2351 W. 26th St	100 Town Centre Drive, Suite A
Yuma, AZ 85364	Rochester, NY 14623
Attn: Monty Stansbury, Director, Dept. of Development Services	Attn: Director, Contract Administration
Phone: (928) 373-1000 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

**AGREEMENT:**

This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

**PARTIES:**

LICENSEE	PICTOMETRY
<b>NAME:</b>	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>DATE:</b>

NO Signatures  
required on  
first page.

**SECTION A**

**LICENSED PRODUCTS**

Pictometry International Corp.  
100 Town Centre Drive, Suite A  
Rochester, NY 14623

ORDER #
C110917

<b>BILL TO</b>
Yuma County- AZ
Roger Patterson
2351 W. 26th St
Yuma, AZ, 85364
(928) 817-5000
roger.patterson@yumacountyaz.gov

<b>SHIP TO</b>
Yuma County- AZ
Monty Stansbury
2351 W. 26th St
Yuma, AZ 85364
(928) 373-1000
monty.stansbury@yumacountyaz.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>TERM OF CONTRACT</b>	<b>NUMBER OF FLIGHTS</b>
A119629	bgarcia	6 years	3

<b>US OSA CONTRACT #</b>	35F-0801N
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QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
3	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	\$750.00	\$0.00 Change Analysis Grant	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EPS Maintenance and Support for Imagery on this agreement.	\$0.00	EAP Disaster Grant	\$0.00
180	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	\$0.00	\$0.00 Existing Imagery Grant	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	\$60.00	\$54.00 LTI Grant-10%	\$75,546.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	\$400.00	\$360.00 LTI Grant-10%	\$153,000.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	\$40.00	\$0.00 Early Adopter Credit	\$0.00
1399	Mosaic Tile Area-wide in BCW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of BCW area-wide mosaics of 12in imagery.	\$0.50		\$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of BCW area-wide mosaics of 4in imagery.	\$4.00	\$2.00 Early Adopter Credit	\$850.00
1	Oblique Imagery Bundle with	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one	\$0.00		\$0.00

				Change Analysis Grant	
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	\$0.00	EAP Disaster Grant	\$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	\$60.00		\$83,940.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format).  Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	\$400.00		\$170,000.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	\$40.00	\$20.00 Early Adopter Credit	\$8,500.00
1399	Mosaic Tile Area-wide in ECW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 12in imagery.	\$0.50		\$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in imagery.	\$4.00	\$2.00 Early Adopter Credit	\$850.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
<b>SUBTOTAL - THIRD CAPTURE</b>					<b>\$264,188.50</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$745,974.50</b>
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This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B, as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form, Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions, the terms and conditions of this Order form shall prevail.

**PAYMENT TERMS**

<b>FIRST CAPTURE</b>	
Due at Signing	\$28,786.81
Due at Shipment of Imagery	\$86,360.44
Due at First Anniversary of Shipment of Imagery	\$115,147.25

Total Payments \$230,294.50

**SECOND CAPTURE**

Due at Shipment of Imagery \$125,745.75

Due at First Anniversary of Shipment of Imagery \$125,745.75

Total Payments \$251,491.50

**THIRD CAPTURE**

Due at Shipment of Imagery \$132,094.25

Due at First Anniversary of Shipment of Imagery \$132,094.25

Total Payments \$264,188.50

## SECTION B

## PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the License Agreement.

1. The 'LICENSEE' signature block on page 1 of the Agreement is hereby replaced with Exhibit A 'Signature Page for License Agreement between Pictometry International Corp and Yuma County.'
2. The Sales Tax of 9.4 percent shall be added to Years 1 and 2 of the Agreement 'First Capture,' amounting to \$21,647 and shall be added to the total cost of the First Capture amounting to \$251,942.18. Additionally, the Sales tax for Years 3 and 4 '2nd Capture,' and Years 5 and 6 '3rd Capture' shall be calculated upon the current rate at the time of capture.

Long Term Incentives (LTI) have been applied to the imagery fees shown on the attached order form. In the event the licensee terminates this Agreement prior to the execution of a remaining flight capture, all LTI monetary considerations shall be revoked and the related funds shall be immediately due and payable to Pictometry. Repayment of LTI considerations does not apply if funds for Oblique Imagery are not appropriated. If such funds are not appropriated, Licensee shall provide Pictometry with written documentation of non-appropriation from the funding source (such notification must be prior to any pending image capture). In the event of a non-appropriation, all contractual terms and conditions remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances.

### PRODUCT PARAMETERS

#### IMAGERY - FIRST CAPTURE

**Product:** Existing Imagery  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### IMAGERY - SECOND CAPTURE

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### IMAGERY – THIRD CAPTURE

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic files - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)  
**Ortho Tile Projection:** State Plane, NAD83  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### POL – FIRST CAPTURE

**Product:** POL Promo-6 Year Contract 200 seats (1 year)  
**Customer Type:** New  
**Admin User:** Joe Wehrle  
**Admin User Email:** joe.wehrle@yumacountyaz.gov  
**Maximum Users:** 200  
**County/Images Library:** Yuma  
**Requested Activation:**  
**Special Instructions:**

### STANDARD TERMS AND CONDITIONS

#### LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

**Imagery:** Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

**EFS Licensed Software:** Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7).  
Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution.  
100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

Licensee agrees that Pictometry may audit Licensee's use of the Licensed Software and agrees to the sharing of supplementary data with Pictometry for the purpose of improving future software versions, providing for additional tools and enhancing the value of the software to the Licensee. Pictometry shall not transfer any data collected to any third party. Pictometry shall preserve at all times the confidentiality of information pertaining to data collections where the information is not in the public domain.

**Telephone Support:** To the extent indicated, Pictometry shall provide telephone support to Licensee employees who have completed the Advanced User Technical Training and who are individually identified by Licensee to Pictometry.

**License Term:** At the conclusion of the defined License Term on the order form, Pictometry shall automatically grant a Perpetual License to Licensees in good standing for the then current version of the Licensed Products. Maintenance and Support for the Perpetual License may be purchased at Licensee's request.

**License Storage Media:** Licensee will make available on Licensee Server sufficient disk storage space to accommodate the Licensed Products. Licensee will also provide a 100 mb/s network link to the server. On delivery, the Licensed Images and Licensed Software may be copied to the Licensee server via the network connection.

**License Fees:** All fees associated with the licensed imagery are considered earned upon shipment of substantially all of the Licensed Products.

**Delivery Schedule:** The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

## Digital Imagery Specifications:

### Dimensions and Resolution

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

### Sector Tiles

#### **One-Meter Sector Tiles**

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 3.28 feet/pixel (1.0 meters/pixel)  
**Source Imagery:** Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 700 KB (JPG format)

#### **12 inch Sector Tiles**

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 1.0 feet/pixel (0.3048 meters/pixel)  
**Source Imagery:** Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 7,000 KB (JPG format)

#### **6 Inch Quarter Sector Tiles**

**Footprint:** 2,640 x 2,640 feet (805 x 805 meters)  
**Pixel Size:** 0.5 feet/pixel (0.1524 meters/pixel)  
**Source Imagery:** Neighborhood Orthogonal and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 8,000 KB (JPG format)

#### **4 Inch Quarter Sector Tiles**

**Footprint:** 2,640 x 2,640 feet (805 x 805 meters)  
**Pixel Size:** 0.333 feet/pixel (0.1016 meters/pixel)  
**Source Imagery:** Neighborhood Orthogonal and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 19,000 KB (JPG format)

### General Specifications:

#### Orthogonal Images

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
<b>Measurement Accuracy</b>	<0.5% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 1.5cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch),                      0.035 degrees absolute (heading)
<b>Ortho-Rectification</b>	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
<b>Image Export</b>	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.
<b>Image Tiling</b>	Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

#### Oblique Images

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.
<b>Measurement Accuracy</b>	<0.75% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
<b>Image Export</b>	JFIF (JPEG), TIFF, BMP Pictometry software can be utilized to export the images into any of the above industry-standard formats.

**Notes**

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

**Documentation:** Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

**Training:** End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

**EAP**

**Economic Alliance Partnership (EAP):** Licensee shall be eligible for the EAP program for the Term of Contract as defined on Section A to this Agreement. For multi-library contracts (more than one image capture on Section A), EAP terms and conditions shown below will apply for a period of two years from the date of execution of the Agreement. Any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

- Imagery – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.**
- Disaster Coverage at No Additional Charge – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:**
  - **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tornado:** imagery of areas impacted by Tornadoes with ratings of EF4 and above. Coverage for tornadoes below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.**

**STANDARD ORTHO MOSAIC PRODUCTS**

**Pictometry Standard Ortho Mosaic Products:**

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces, disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format

with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

#### **Custom Ortho-Mosaics:**

It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

### **PICTOMETRY ONLINE (POL)**

I. Web Hosting Services and Contract Terms. The following Web Hosting features are available to you from Pictometry International Corp. ("Pictometry"):  
Pictometry Online™ ("POL") is an advanced, web enabled oblique browser with viewing, measuring and planning capabilities.

#### **Contract Terms:**

1. Pictometry Web Services customers ("Licensee") must commit to a minimum one (1) year contract. Each participating organization (Licensee) can increase the number of users and/or Geographic Areas at any time, but cannot reduce the number of users and/or Geographic Areas until the contract term is completed.
2. Pictometry Web Services customers must sign an order form/Service Level Agreement (SLA) for services. This order form/SLA shall describe the services offered and number of users and/or metros for the account ("Web Services Account").
3. For each Account, Licensee shall name one person to be the Administrator of the Account and submit an email address, telephone number and contact information for that person. Licensee will assign one administrator to this Account. Administrator shall be responsible for assigning his/her users a log-in and password. Licensee purchases User Seats as shown on the order form. The number of User Seats purchased determines the number of users who shall be allowed online at the same time. Administrator may assign as many Log-in Accounts (users) per seat purchased, as is indicated of the attached Order Form, but the number of persons allowed in the system at any one time is limited by the number of seats purchased.
4. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for any service interruptions if used in these critical situations.
5. Upon initial login, each user shall be required to "accept" an online License and Service Level Agreement identical to this written Agreement.
6. Pictometry Online is for individual use only. Licensee shall not attempt, nor allow, access to Pictometry Web Services by means of an automated system.

II. Technical Support. Web Hosting Support can be accessed at [CustomerSupport@Pictometry.com](mailto:CustomerSupport@Pictometry.com)

- Web Hosting Phone Support: Phone 585-486-0093, or toll-free at 888-771-9714
  - Hours: Monday through Friday, 8:30am – 5:30pm Eastern Time Zone. Holidays – no phone support but e-mail support may be available and Pictometry will use reasonable efforts to answer e-mails received on holidays on next business day.
  - Response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. Technical Support assigns the highest priority to inquiries related to the servers' unavailability.

III. Billing and Sales Inquiries. Licensee may choose to be billed (and pay) on an annual or monthly basis. Billing shall begin upon Pictometry Web Services Account activation by Pictometry. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. Billing inquiries should be sent to [accountsreceivable@pictometry.com](mailto:accountsreceivable@pictometry.com). Please note: Pictometry must receive notice of billing disputes within thirty days of the date of invoice receipt or date Licensee's payment is received for services. All inquiries regarding purchase of new accounts or addition of services should be addressed with Licensee's Pictometry Sales Representative.

IV. Issue Escalation. If Licensee is concerned with Pictometry hosting services or if Licensee is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, Licensee should contact its Pictometry Sales Representative regarding any concerns. Licensee's concerns will be reviewed, investigated, and responded to within one business day. As issues may be complex or require extensive investigation, this one business day response time does not imply that a resolution is guaranteed within one business day.

V. Service Availability. Pictometry International Corp is committed to providing the highest quality service to all customers. To support this commitment, Pictometry gives the following service level guarantees:

- Pictometry expects a Service Availability of approximately 99%, measured on a calendar-month basis. Service Availability is defined as the ability of a user within an organization to access the Pictometry Server.
- Licensee acknowledges and agrees that the internet (including, without limitation, the world wide web) is a network of private and public networks, that Pictometry has no control over the internet, and that Pictometry is not liable for the discontinuance of operation of any portion of the internet or possible regulation of the internet which might restrict or prohibit the use of the licensed software or the integrated product or the delivery of the services.

VI. Disclaimer. This Agreement authorizes the Licensee to use the Web Services Product for its internal use. Pictometry warrants that, while it does strive to present accurate information, it does not guarantee the accuracy of information made available to the Licensee via this Product, and cannot be held liable for any usage of this information. Pictometry will continually strive to present accurate and reliable information in its Web Services Products but does not endorse, approve or certify such

information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness. Pictometry (including its employees and agents) assumes no responsibility for any consequences resulting from the use of the information in its Web Services Product. Pictometry is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on such information. No guarantees or warranties, including (but not limited to) any express or implied warranties of merchantability or fitness for a particular use or purpose, are made by Pictometry with respect to such information.

Licensee understands that by using this service it is waiving any and all rights it might have against Pictometry for the accuracy of its product.

**VII. Ownership of Data.** Title to the Product shall remain with Pictometry and shall not pass to the Licensee. The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used on or in relation to the product shall remain in Pictometry or its licensors. Subject to payment of the Price, Pictometry grants the Licensee a non-exclusive non-transferable right to use the Product for its own internal purposes. This shall not include any right to copy the product, nor to sell, supply or disclose the Product to any third party except as detailed in Licensee's existing License Agreement with Pictometry.

This Agreement grants Licensee the right to use the Image(s) solely for its internal purposes and projects. Licensee may copy the Image(s) onto Licensee's computer or from Licensee's computer to other computers owned by Licensee or Licensee may make hardcopies of the Image(s), provided that the Image(s) may not be resold, leased, loaned, distributed, or copied for use by any other person or third party or for any other use, except as may be detailed in Licensee's existing License Agreement with Pictometry. Licensee also may not transfer or assign the rights granted in this license to any other person. Any transfer or assignment of Licensee's rights under this Agreement without Pictometry's consent shall void the limited license granted under this Agreement. Licensee also may be held legally responsible for copying infringement which is caused or encouraged by Licensee failure to abide by the terms of this Agreement.

**VIII. Data Integrity.** Hosting package includes Backup Services to include: full server backup performed once weekly to the shared tape backup device over the network; differential server backup performed once nightly to the shared tape backup device over the network; backup copy retention time is one week. Pictometry is not responsible for data loss resulting from the failure or loss of backup media.

**IX. Data Integration and Updates.** Should Licensee desire certain data layers to be integrated into its imagery, samples of such data must be submitted to Pictometry for evaluation. Pictometry shall, at no additional charge, integrate two (2) of Licensee's data layers to Licensee's imagery (either parcel data, street centerlines or property centroids). Should Licensee require other (or additional) data to be integrated, a data sample is required to produce a custom quote for this integration. Pictometry shall, at no additional charge, update the two (2) data layers on a quarterly basis. Additional updates or updates to queries shall be custom quoted. **NOTE: IT IS UNDERSTOOD THAT DATA PROVIDED BY LICENSEE MAY BE MODIFIED (e.g., data may be projected into Lat/Long or resolution may be modified).**

**X. Data Retention.** Pictometry may, in its sole discretion, retain all data (if any) associated with the Web Services Account. All such data may be deleted from Pictometry's servers and backup media after Web Services Account termination.


**XI. Licensee Responsibilities/Requirements.** To access Pictometry services, Licensee must provide at the very minimum: a PC or Macintosh Computer with a DSL or broadband Internet connection (not dialup), a currently supported Microsoft or Apple Operating System, and Microsoft Internet Explorer 6.0 SP2 or higher or Mozilla Firefox 3.0 or higher. Pictometry recommends using Mozilla Firefox 3.6 or Microsoft Internet Explorer 8.0 browsers for optimal performance. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for service interruptions if used in critical situations.

**XII. GENERAL.** (a) The Contract constitutes the entire agreement between Pictometry and the Licensee with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof, and (b) each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect, and (c) no variation to these Conditions or the Contract shall be effective unless in writing signed by the authorized representatives of both parties. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof.


By using this product, Licensee is agreeing to the terms and conditions shown above.

EXHIBIT A

SIGNATURE PAGE FOR LICENSE AGREEMENT  
BETWEEN  
PICTOMETRY INTERNATIONAL CORP  
AND  
YUMA COUNTY

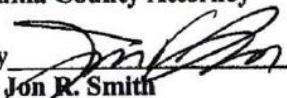
  
Name: Gregory S. Ferguson  
Title: Chairman, Yuma County Board of Supervisors

\_\_\_\_\_  
Date

  
Attest: Robert L. Pickels, Jr.  
Title: County Administrator/Clerk of the Board

3/21/12  
Date

APPROVED AS TO FORM:  
Yuma County Attorney

By   
Jon R. Smith  
County Attorney

3-19-12  
Date

\_\_\_\_\_  
Name: Linda Salpini  
Title: Senior VP of Finance, Pictometry

\_\_\_\_\_  
Date



## APPENDIX 2

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)  
 AMENDMENT TO AGREEMENT DATED MARCH 30, 2012 BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 YUMA COUNTY, AZ (“CUSTOMER”)**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 30, 2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

3. MODIFICATIONS TO AGREEMENT:

With respect to the Second Project (previously referred to as Second Capture):

- A. The Product Descriptions, Pricing and Payment Terms set forth in Section A to the Agreement are deleted in their entirety and replaced with the Product Descriptions, Pricing and Payment Terms set forth in Section A to this Amendment;
- B. The Imagery-Second Project Product Parameters set forth in Section A to the Agreement are deleted in their entirety and replaced with the Imagery-Second Project Product Parameters set forth in Section A to this Amendment;
- C. The Sector Maps attached to this Amendment shall supplement the Sector Map set forth in the Agreement;
- D. The following language shall supplement Section B on page 6 as paragraph, “3. Notwithstanding anything in the Agreement to the contrary, Customer shall own a copy of the orthogonal imagery (the “Orthos”) delivered pursuant to the Agreement. Accordingly, Customer is free to use, reproduce and redistribute copies of the Orthos so delivered in any manner without any accounting to Pictometry. Pictometry shall own a copy of the Orthos delivered pursuant to the Agreement that is in Pictometry’s possession. As such Pictometry is free to use, reproduce and redistribute copies of the Orthos delivered pursuant the Agreement in any manner without any accounting to Customer.”
- E. Rapid Access Disaster Response Program (“DRP”) product description as set for in Section A of this Amendment shall replace the EAP product description set forth in Section B of the Agreement.
- F. The entities identified below shall be deemed Authorized Subdivisions and its personnel shall be deemed Authorized Users in accordance with the License Terms:
  - City of Somerton
  - City of San Luis
  - Yuma Metropolitan Planning Organization (YMPO)
  - Yuma County Intergovernmental Public Transportation Authority (YCIPTA)
- G. Pictometry hereby certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

4. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

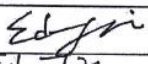

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2351 W. 26th Street	25 Methodist Hill Drive
Yuma, AZ 85364	Rochester, NY 14623
Attn: Daniel Cruz, GIS Manager	Attn: Contract Administration
Phone: (928) 817-5151 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
YUMA COUNTY, AZ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Ed Jim	NAME: Linda K. Salami
TITLE: Chief Information officer	TITLE: Corporate Inco President
DATE: 1/31/17	EXECUTION DATE: 2/1/17
	DATE OF RECEIPT (EFFECTIVE DATE): 2/1/17

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-080IN ("SCHEDULE")**

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

<b>ORDER #</b>
C110917

<b>BILL TO</b>
Yuma County, AZ
Daniel Cruz, GIS Manager
2351 W. 26th Street
Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

<b>SHIP TO</b>
Yuma County, AZ
Daniel Cruz, GIS Manager
2351 W. 26th Street
Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A119629	bgarcia	Biennial

<b>US GSA CONTRACT NO.</b>	35F-080IN
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SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
298	IMAGERY - 3in, 5-way, OCB (N5) Per Sector <i>OBlique COLOR BALANCE</i>	Product includes 3-inch GSD color balanced oblique frame images (4-way); 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$468.00	\$411.84 (12.0%) Long-Term Incentive Discount	\$122,728.32
855	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way); 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12.0%) Long-Term Incentive Discount	\$60,192.00
1	Sales Tax*	***FOR FINANCE AND CONTRACT ADMIN USE ONLY***	\$17,743.75		\$17,743.75
		Applicable Terms and Conditions: Order Form			
298	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50.0%)	\$2,980.00
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
855	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$2.50 (75.0%)	\$2,137.50
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
855	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$427.50
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
298	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$1.00 (50.0%)	\$298.00
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.  Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100.0%)	\$0.00
<b>SUBTOTAL – SECOND PROJECT</b>					<b>\$206,507.07</b>

\*Amount per product = ((1-Discout %) \* Qty \* List Price)

**\*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$206,507.07
Balance on account applied	-\$4,704.53
<b>Total Payments</b>	<b>\$201,802.54</b>

**PRODUCT PARAMETERS**

**SECOND PROJECT  
IMAGERY**

**Product:** IMAGERY - 3in, 5-way, OCB (N5) Per Sector  
**Elevation Source:** USGS  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - 9in, 5-way, OCB (C5) Per Sector  
**Elevation Source:** USGS  
**Leaf:** Leaf Off: Less than 30% leaf cover

**STANDARD ORTHO MOSAIC PRODUCTS**

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

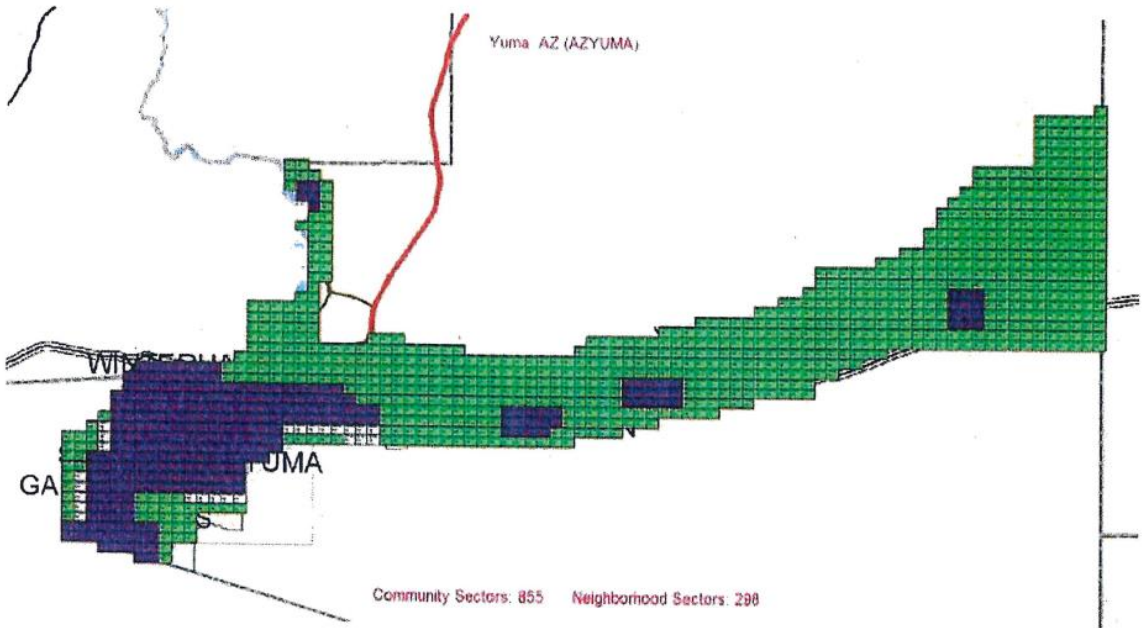
Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**RapidAccess—Disaster Response Program ("DRP")**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
  - Hurricane:** areas affected by hurricanes of Category II and higher.
  - Tornado:** areas affected by tornados rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")  
SECTOR MAP(S)**



# APPENDIX 3

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")  
AMENDMENT TO AGREEMENT DATED MARCH 30, 2012 BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
YUMA COUNTY, AZ ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply.)
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 30, 2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms  
Map(s)

3. MODIFICATIONS TO AGREEMENT:
  - a. The Third Project (previously referred to as the Third Capture) products, pricing, product parameters and payment schedule set forth in Section A to the Agreement are replaced in their entirety with the Third Project products, pricing, product parameters and payment schedule set forth in Section A to this Amendment.
  - b. The Sector Map attached to this Amendment shall be added to the Agreement.
  - c. Upon execution of this Amendment, Customer requests that Pictometry proceed to schedule the Third Project (as modified by this Amendment) subject to the terms and conditions of the Agreement. Pictometry will use commercially reasonable efforts to capture imagery for the Third Project during the spring of 2022 capture season. This is a target date only because the image capture process may be affected by numerous conditions outside of Pictometry's control including, but not limited to, weather and airspace permissions.
  - d. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	
2351 W. 26TH STREET	
Yuma, AZ 85364	
Attn: Daniel CRUZ , GIS Manager	
Phone: (928) 817-5151	Fax:

PICTOMETRY NOTICE ADDRESS	
25 Methodist Hill Drive	
Rochester, New York 14623	
Attn: General Counsel	
Phone: (585) 486-0093	Fax: (585) 486-0098



Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

[Signature page follows]

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
YUMA COUNTY, AZ	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
<b>SIGNATURE:</b> 	<b>SIGNATURE:</b> 
<b>NAME:</b> Clifton C. Summers	<b>NAME:</b> Brian Brockmann
<b>TITLE:</b> Chief Information Officer	<b>TITLE:</b> Corporate Vice President
<b>DATE:</b> 7-21-2021	<b>EXECUTION DATE:</b> 7/27/2021
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b> 7/27/2021

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, New York 14623

<b>ORDER #</b>
C110917

<b>BILL TO</b>
Yuma County, AZ
Daniel CRUZ, GIS Manager
2351 W. 26TH STREET
Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

<b>SHIP TO</b>
Yuma County, AZ
Daniel CRUZ, GIS Manager
2351 W. 26TH STREET
Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A119629	bgarcia	

<b>US GSA CONTRACT NO.</b>	35F-0801N
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<b>THIRD PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT<sup>1</sup></b>
300	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 467.00	\$ 410.96 (12%)	\$ 123,288.00
979	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 80.00	\$ 70.40 (12%)	\$ 68,921.60
979	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 10.00	\$ 4.61 (53.9%)	\$ 4,513.19

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

300	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 20.00	\$ 10.00 (50%)	\$ 3,000.00
300	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 2.00		\$ 600.00
979	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.50		\$ 489.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.  Applicable Terms and Conditions: Order Form	\$ 199.00		\$ 199.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.  Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.  Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
<b>SUBTOTAL</b>					<b>\$201,011.29</b>

<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

\*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA SCHEDULE AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.

## GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

### RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

**A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane:** areas affected by hurricanes of Category 2 and higher.
- Tornado:** areas affected by tornados rated EF4 and higher.
- Terrorist:** areas affected by damage from terrorist attack.
- Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

**B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

**C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

### FEES; PAYMENT TERMS

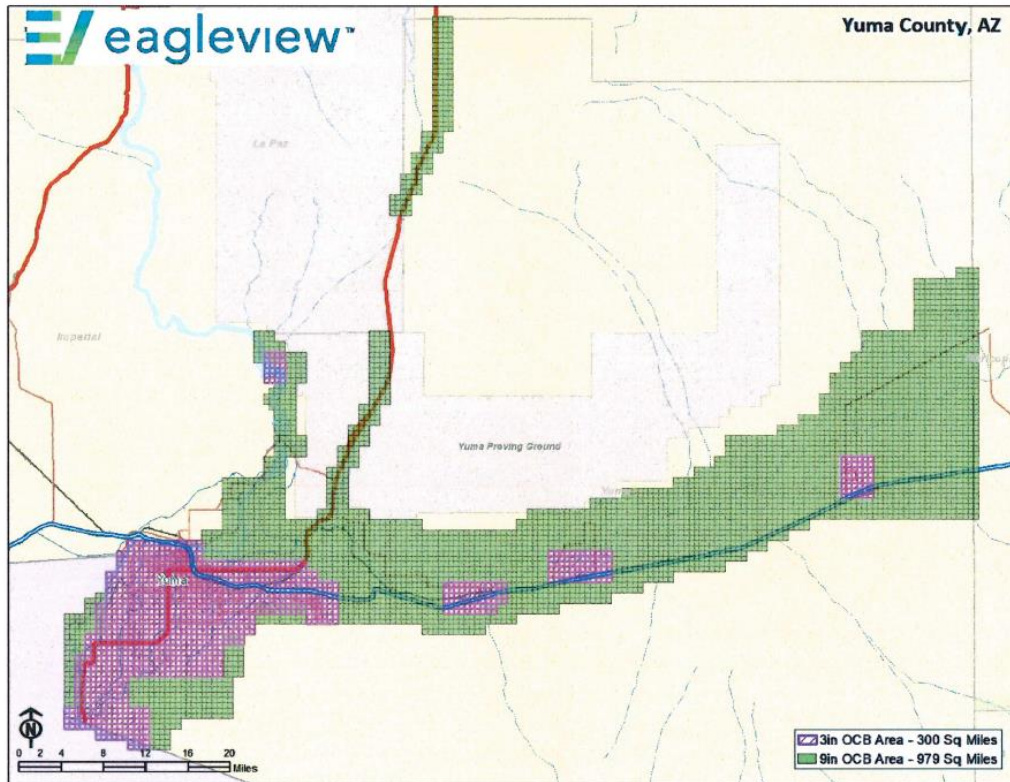
All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

### THIRD PROJECT

Due at Shipment of Imagery	\$201,011.29
<b>Total Payments</b>	<b>\$201,011.29</b>

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

MAP(S)





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. J.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion  
Ordinance

---

### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 428. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code; declaring the document entitled “ San Luis Video Services Regulations” a public record; adopting the “San Luis Video Services Regulations” by adding Chapter 5.25 titled “Video Services” relating to regulating, licensing, imposing fees, imposing a penalty for violation, and establishing an effective date; repealing any conflicting provisions and ordinances; providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Action on Reading of Ordinance No. 428 by title only  
(City Clerk to read the ordinance by title only)
- B. Action and adoption of Ordinance No. 428

### SUMMARY:

#### State and Federal Regulatory Terms

*Video service* means cable service.

*Video service providers* mean cable companies.

#### Reason recommending adopting the regulation

There is no requirement that the city adopt a regulatory ordinance for the video service license. However, the state statutes and the Federal Communications Commission (FCC) rules are complicated and difficult to understand. Because of the fiber optic broadband infrastructure grants are bringing more cable access to San Luis, the City Attorney's Office prepared this ordinance, which complies with both the state statute and the new FCC rule. This ordinance, if adopted, will serve as guidance to city staff in carrying out their responsibilities under the statute. The City Clerk, the Planning and Zoning Department, the Finance Department and the City Attorney's Office all have roles in this model licensing regulation.

#### Background

Before 2018, cities and towns negotiated license agreements with cable companies. Since 2018 state and federal legislation and regulation have preempted most local regulations of cable services even though cable companies use the local public right-of-way to provide services to their customers. Under the pre-emptions, cities were required to adopt uniform video service license agreements. Cable companies were allowed to keep their agreements until they expired or between January 1, 2020,

through June 30, 2020, and chose the model agreement.

San Luis, like most cities began to adopt the model agreement in 2019. (San Luis adopted it June 25, 2019).

**Highlights of the regulations**

Applications are filed with the City Clerk, who forwards them to the Planning and Zoning Department. It must be approved within 30 days unless the application is incomplete.

The license expires after 10 years, which may be extended by the video services provider.

Undergrounding is required.

The video services provider must obtain a permit to work in the right-of-way and comply with mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway.

The license fee is established by resolution of the City Council.

The total of the license fee, transaction privilege taxes, and in-kind contributions may not exceed 5% of gross revenues.

The city must notify the video services provider of annexations.

Public, educational, and government access programming is required.

The channel capacity shall include not more than two (2) channels of public, educational, or governmental access programming in the basic service tier of the video service network and not more than two channels of noncommercial governmental programming, at least one of which may be programmed by the federal government, in the digital programming tier of the video service network

**RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO APPROVE ORDINANCE NO. 428 BY TITLE ONLY.**

(City Clerk to read the ordinance by title only)

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 428, AS PRESENTED.**

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**Fiscal Impact**

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

Possible revenue from video service licenses.

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**Attachments**





# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 428

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE; DECLARING THE DOCUMENT TITLED “SAN LUIS VIDEO SERVICES REGULATIONS” A PUBLIC RECORD; ADOPTING THE “SAN LUIS VIDEO SERVICES REGULATIONS” BY ADDING CHAPTER 5.25 TITLED “VIDEO SERVICES” RELATING TO REGULATING, LICENSING, IMPOSING FEES, IMPOSING A PENALTY FOR VIOLATION, AND ESTABLISHING AN EFFECTIVE DATE; REPEALING ANY CONFLICTING PROVISIONS AND ORDINANCES; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, A.R.S. § 9-1402(A) declares the licensing of video service providers and the regulation and use of video service are matters of statewide concern; and

**WHEREAS**, A.R.S. Title 9 Cities and Towns, Chapter 13 Video Service, details the powers of Arizona cities and towns to regulate video services and video services providers; and

**WHEREAS**, Chapter 13 preempts the city concerning the regulation of video services and video service providers, prescribes the process for issuing and renewing licenses for video services, and other regulations of video services and video service providers in the city.

**WHEREAS**, the Federal Communications Commission has further preempted local jurisdictions from regulating video services and video service providers (Available at 34 FCC Rcd. 6844 (Released August 2, 2019) Docket Numbers MB Docket No. 05-311 and FCC 19-80); and

**WHEREAS**, the city adopts this ordinance to comply with the requirements of state and federal law;

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

**Section 1: In general-Amending City Code:**

The City Code of the City of San Luis, Title 5, is amended by adding Section Chapter 5.25.

**Section 2: Declaration of Public Record:**

The certain document titled "San Luis Video Services Regulations," three (3) paper copies or one (1) paper copy and one (1) electronic copy are on file in the Office of the City Clerk and are kept available for public use and inspection (in compliance with A.R.S. § 9-802). Said document titled "San Luis Video Services Regulations" is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the City Clerk.

**Section 3: Incorporation by Reference:**

The San Luis City Code is hereby amended by adding to Title 5, Chapter 5.25 titled "Video Services" as set forth in that document titled "San Luis Video Services Regulations," which document is hereby adopted and incorporated into this ordinance by reference.

**Section 4: Providing for Repeal of Conflicting Ordinances:**

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

**Section 5: Providing for Severability:**

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

**Section 6: Enforcement:**

The requirements of this chapter shall be enforced through the procedures in Arizona Revised Statutes Title 9, Chapter 13, Section 9-1401 et seq. as it may be amended.

[Intentionally left blank, signature page follows.]

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of August 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Melissa Lopez, Deputy City Clerk

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

**San Luis**  
**Video Services**  
**Regulations**

## CHAPTER 5.25: VIDEO SERVICES

### Sections:

#### Article I. General Provisions

- 5.25 .01 Purpose and intent
- 5.25 .02 Definitions
- 5.25 .03 Unlawful acts; violation
- 5.25 .04 Enforcement

#### Article II. Uniform Video Service Licenses

- 5.25 .15 Application and issuance
- 5.25 .16 Authority granted
- 5.25 .17 Undergrounding of facilities
- 5.25 .18 Limitations of license
- 5.25 .19 Obligations upon expiration
- 5.25 .20 Notification; transferability

#### Article III. Duties of Video Service Providers

- 5.25 .35 Construction in the highways
- 5.25 .36 Revocation for non-use of uniform video service license
- 5.25 .37 Reports
- 5.25 .38 Bundling of services
- 5.25 .39 Notice of change of information

#### Article IV. Fees and Charges; In-Kind Goods or Services

- 5.25 .50 License fee on gross revenue; transaction privilege taxes
- 5.25 .51 Public, educational, or governmental access programming

#### Article I. GENERAL PROVISIONS

##### § 5.25 .01 PURPOSE AND INTENT.

(A) The purposes of this chapter are to comply with the requirements of A.R.S. Title 9, Ch. 13, and federal law and to set forth regulations for the application by video service providers for uniform video services licenses for the provision of video services and other authorized services in the City, to provide for issuance of uniform video services licenses in accordance with law, to provide for imposition of non-discriminatory license fees and to otherwise carry out the mandates of A.R.S. Title 9, Ch. 13, and federal law.

(B) It is the intent of this chapter that all rights and obligations set forth in A.R.S. Title 9, Ch. 13, are preserved and shall apply, regardless of whether specifically set forth in this chapter.

#### § 5.25 .02 DEFINITIONS.

The definitions set forth in A.R.S. § 9-1401 (as may be amended from time to time) shall apply to this chapter.

The definitions set forth in San Luis City Code § 1.05.030 shall apply to this chapter unless (1) in conflict with A.R.S. § 9-1401 in which case A.R.S. § 9-1401 applies or

(2) the context of this chapter clearly has another meaning.

#### § 5.25 .03 UNLAWFUL ACTS; VIOLATION.

(A) It is unlawful for a video service provider to establish, operate or to carry on the business of video service in the City without first having been issued and continuing to hold a local license issued pursuant to this chapter.

(B) It is unlawful for any video service provider to construct, operate or maintain a video service network within the boundaries of the City without first having been issued and continuing to hold a local license issued by the City pursuant to this chapter.

(C) It is unlawful for any person to make any unauthorized connections, whether physically, electrically, acoustically, inductively or otherwise, with any part of a licensed video service network within the City for the purpose of enabling himself or herself or others to receive any video service without the permission of the video service provider to whom a local license has been issued.

(D) It shall be unlawful for any person, without the consent of a licensee, to willfully tamper with, remove or injure any equipment associated with a video service network of a video service provider.

#### § 5.25 .04 ENFORCEMENT.

The requirements of this chapter shall be enforced through the procedures set forth in A.R.S. Title 9, Chapter 13.

## Article II. UNIFORM VIDEO SERVICE LICENSES

### § 5.25 .15 APPLICATION AND ISSUANCE.

(A) This subchapter shall not apply to incumbent cable operators who have elected to continue to operate within a service area as defined in its existing local license with the City. The requirements of this section shall apply to video services licenses granted on or after the effective date of City Ordinance No. 428.

(B) Prior to the commencement of any construction or expansion of a video service network or the provision of any video service, a video service provider shall file with the City Clerk an application and an affidavit in a form provided by the City Clerk. The application shall be in the form of application approved by the Council and shall include all information and not more than the information required by the application form and A.R.S. § 9-1414.

(C) The application shall be accompanied by an affidavit in the form approved by the Council signed by one of the principal executive officers or general partners of the applicant that the information set forth in the application are true and accurate.

(D) The application and affidavit shall be submitted to the City Clerk, who shall forward the application and affidavit to the City's Planning and Zoning Department for review.

(E) If the Planning and Zoning Department determines that the application and affidavit are incomplete or otherwise deficient under A.R.S. § 9-1414, written notice shall be given to the applicant not later than 15 days after the date of filing of the application and affidavit. The written notice shall:

- (1) Explain the incompleteness or deficiency in detail; and
- (2) Specify the information or other items that are necessary for proper completion of the application and affidavit.

(F) A uniform video services license shall be issued within 30 days from the date a complete application was filed with the City Clerk. The term of a uniform video services license shall not exceed ten years.

(G) If written notice of an incomplete or deficient application and affidavit is not given within 15 days after the date of filing, or if the uniform video services license is not issued within 30 days from the date a complete application has been submitted, the agreement shall be deemed complete and issued to the applicant in the form submitted.

(H) No fees shall be charged for filing or processing an application, affidavit, notice or other document related to the issuance of the uniform video services licenses.

(I) Amendments to a uniform video services license to add service areas shall be processed in the same manner as the original uniform video services license.

(J) The term of a uniform video services license may be extended by the holder of a video service provider filing with the City Clerk a notice to extend the term for a specified period not to exceed ten years. The notice shall be filed at least one month before the end of the term of the uniform video services license.

(K) Any use of or attachment by a video service provider to a utility or other pole owned by the City must first be approved in a separate contract with the City, at the sole discretion of the Council. If, pursuant to such contract, the City requires the video service provider to locate facilities in ducts or conduits or on poles owned by the City, the City shall not require the video service provider to pay for the installation in the ducts or conduits or on the poles.

(L) If a video services provider submits an application, the City shall issue to a video service provider or its affiliate a permit to attach allowed Wi-Fi radio equipment to the video service network in the highways. The permit shall allow installation, operation, and maintenance of allowed Wi-Fi radio equipment. The City may require that all of the allowed Wi-Fi radio equipment at a single location fit within a 15-inch cube and be contained entirely within a ground-mounted pedestal or be connected directly to and mounted at the same height as one of the video service provider's aerial horizontal conductors. This division (L) does none of the following:

(1) Prohibit the City from requiring a video service provider to place underground aerial facilities to which allowed Wi-Fi equipment is attached;

(2) Prohibit the imposition of a tax, rent, fee, or charge on revenue from services provided through allowed Wi-Fi radio equipment;

(3) Affect the authority of the City to manage its highways or to exercise its police powers, including review and approval of an application before issuing a permit; or

(4) Affect the City's authority to deny, limit, restrict or determine the terms and conditions for the use of or attachment to the utility poles or attachments to other poles of the City by a video service provider.

#### § 5.25 .16 AUTHORITY GRANTED.

A uniform video services license granted by the City shall authorize the video service provider to:

(A) Provide video service in the City in the service area designated in the application and affidavit during the term of the uniform video services license;

(B) Construct and operate a video service network in the highways in each service area, in compliance with the uniform video services license and City laws; and

(C) Operate and maintain facilities installed in the highways in the service area pursuant to A.R.S. § 9-1442(H), (I) and (J) (Wi-Fi radio equipment on cable systems), A.R.S. § 9-584 (microcell equipment) and A.R.S. Title 9, Ch. 5, Art. 8 (small wireless facilities).

#### § 5.25 .17 UNDERGROUNDING OF FACILITIES.

All wires, cable, conductors, ducts, conduits, and similar facilities shall be placed underground unless such facilities are attached to existing utility or telephone poles and the poles are used primarily for utility or telephone purpose.

#### § 5.25 .18 LIMITATIONS OF LICENSE.

(A) Any uniform video services license granted under this chapter shall be non-exclusive.

(B) Any privilege claimed under any uniform video services license by the video service provider in any highway shall be subordinate to any lawful occupancy or use thereof by the City and shall be subordinate to any prior easements, prior licenses to use the highways and any other private property rights that may be superior to the uniform video services license issued.

(C) A video service provider shall be subject to all existing requirements of the City's rules, regulations and specifications or hereafter enacted or established pursuant to the City's police powers and taxing authority and shall comply with all applicable existing state and federal laws and regulations or hereafter enacted or established.

(D) Any uniform video services license granted shall not relieve the video service provider of any obligation involved in obtaining pole space from any department of the City, utility company or from others lawfully maintaining poles in highway.

(E) A video service provider shall agree to comply with all generally applicable non-discriminatory ordinances, including, but not limited to, street or highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway. There is hereby preserved to the City the power to amend any section of the San Luis City Code related to construction in highways pursuant to its police powers.

#### § 5.25 .19 OBLIGATIONS UPON EXPIRATION.

A video service provider may terminate a uniform video service license by filing a written notice of termination with the City Clerk. Such notice shall be filed at least 90 days before termination of service. The notice shall also be sent to all subscribers within the affected service area at least 90 days prior to termination of service.

§ 5.25 .20 NOTIFICATION; TRANSFERABILITY.

(A) The City shall notify in a timely manner each video service provider with a uniform video services license in the City of changes to the boundaries of the City.

(B) Audits, including audits of bundled services, of a video services provider's books and records shall be conducted in compliance with A.R.S. § 9-1445.

(C) Except as otherwise provided by law or federal regulation, a uniform video service license is fully transferable to any person whether the transfer arises through merger, sale, assignment, restructuring, change of control or other type of transaction. A transfer does not include an assignment of a uniform video service license for the purpose of securing indebtedness. A transfer may include less than all service areas associated with a uniform video service license. The video service provider shall file with the City Clerk written notice of the transfer of the uniform video service license. On the filing of notice under this division (C), the transferee becomes the holder of the uniform video service license.

(D) Enforcement of this chapter shall be in compliance with A.R.S. § 9-1451.

(E) A uniform video services license is subject to and shall be governed by all applicable provisions of federal, state, and local law. Notwithstanding any other provisions of the uniform video services license to the contrary, the uniform video services license shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, if any such state or federal law or regulations shall require the licensee to perform any service, or shall permit the licensee to perform any service, or shall prohibit the licensee from performing any service, in conflict with the terms of the license or this chapter, then as soon as possible following knowledge thereof, the licensee shall notify the City Attorney of the point of conflict believed to exist between such regulation or law and this chapter or the license.

Article III. DUTIES OF VIDEO SERVICE PROVIDERS

§ 5.25 .35 CONSTRUCTION IN THE HIGHWAYS.

Video service providers and their subcontractors shall comply with:

(A) The requirements of this chapter and Title 15 and Chapter 7.15 of the San Luis City Code;

(B) Construction standards of the Federal Communications Commission (FCC) rules and regulations, part 76 subpart K (Technical Standards), as amended from time to time; and

(C) Detailed standards submitted by the video service provider as part of any application submitted to the City.

#### § 5.25 .36 REVOCATION FOR NON-USE OF UNIFORM VIDEO SERVICE LICENSE.

A video service provider shall provide video service to at least one subscriber within each service area authorized by a uniform video service license within 24 months after the date the uniform video service license is issued. If the video service provider fails to comply with this section, the City may revoke the uniform video service license.

#### § 5.25 .37 REPORTS.

A video service provider shall file all reports required by and in compliance with A.R.S. § 9-1432. The reports shall be filed with the City Clerk. All such reports shall be confidential unless the video service provider has consented in writing to the disclosure.

#### § 5.25 .38 BUNDLING OF SERVICES.

Except as otherwise provided by federal law, if a video service provider offers video service bundled with other services that are not video service for a single discounted price, all of the following apply:

(A) The method that the video service provider uses to determine gross revenue subject to license fees by allocating the single discounted price among the bundle of video service and non-video services shall be reasonable and supported by the video service provider's books and record;

(B) For the purpose of meeting the video service provider's burden of proof, the City shall accept as reasonable, for purposes of meeting the video service provider's burden of proof, an allocation based on an objective and verifiable method using the books and records that the video service provider kept in the regular course of business for other purposes, including non-tax purposes; and

(C) A video service provider may not use bundled offerings as a means to evade paying license fees.

#### § 5.25 .39 NOTICE OF CHANGE OF INFORMATION.

If any information required by § 5.25 .15(B) of this chapter changes, the video service provider shall notify the City in writing within 30 days of such change.

## Article IV. FEES AND CHARGES; IN-KIND GOODS OR SERVICES

### § 5.25 .50 LICENSE FEE ON GROSS REVENUE; TRANSACTION PRIVILEGE TAXES.

(A) A video service provider shall pay to the City a license fee as a percentage of gross revenues for the use of the highways to provide video service within its service area. The license fee shall be established by resolution of the Council and shall be imposed equally and uniformly on video service providers and holdover cable operators.

(1) The license fee shall be paid quarterly on or before the twentieth day of the month following the quarter end and becomes delinquent on the last business day of that month. If such payment is not made by the next to the last business day of the following month, the City will impose a rate of interest for both underpayments and overpayments in the amount of the federal short-term rate determined pursuant to 26 U.S.C. § 6621(b), plus three percentage points per month commencing from the date payment should have been made, unless the payment is subject to a bona fide dispute, and continuing until the payment is made. Fractions of a month shall be considered to constitute a full month for the purpose of computing interest.

(2) The license fee shall be imposed equally and uniformly on all video service providers and holdover cable operators.

(B) The total of the rates of the license fee, the transaction privilege taxes imposed and in-kind contributions described in FCC Rule 19-80 (unless agreed to in a separate agreement) shall not exceed a rate of 5%.

(C) The payment of the license fee by the licensee to the City shall be made by delivery of the same to the attention of the Finance Department by Personal or Courier Service to San Luis City Hall or by United States Postal Service to Post Office Box 7740, San Luis, Arizona 85349 on or before the twentieth day of the month following the quarter end and becomes delinquent on the last business day of that month.

### § 5.25 .51 PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS PROGRAMMING.

(A) Video service providers shall provide channel capacity to transmit programming over which the video service provider exercises no editorial control except as authorized by 47 U.S.C. § 531. The channel capacity shall be limited to one of the following:

(1) Not more than two channels of public, educational or governmental access programming in the basic service tier of the video service network and not more than two channels of non-commercial governmental programming, at least one of which may be programmed by the federal government, in the digital programming tier of the video service network.

(2) Not more than two lines of access programming with each line of programming carried on up to two standard definition channels and two switched digital high-definition channels.

(B) None of the annual fair market value of any channel capacity provided pursuant to division (A) above may be offset against the license fee set forth in § 5.25 .50 of this chapter.

(C) A video service provider may require that channels regularly display an unobtrusive logo or other suitable identifier of the video service provider if the City requires channel capacity pursuant to this section.

(D) (1) A video service provider shall pay all capital costs and related to the facilities and equipment of the video service network, including facilities and equipment for signal carriage, processing, reformatting and interconnection for all of the following:

(a) To connect the video service network or cable system, as it may be relocated from time to time, to transmit programming to and from existing locations of public, educational or governmental access facilities and to allow monitoring of access programming at the facilities; and

(b) To transmit public, educational, and governmental access channels to subscribers with the same prevailing quality, functionality, and identification as other channels.

(2) Costs other than capital costs incurred by the video service provider are subject to Federal Communications Commission Rule 34 FCC Rcd. 6844 (Released August 2, 2019), Docket Numbers MB Docket No. 05-311 and FCC 19-80.

(E) All video service providers and incumbent cable operators shall provide at no initial or recurring charge the basic service tier of video service to one outlet and one receiving device at each building occupied by the City that is not more than 200 feet from the nearest technically and commercially feasible point of connection on the video service network. The City shall designate the building in writing to the video service provider. Costs incurred by the video service provider or incumbent cable operator are subject to Federal Communications Commission Rule 34 FCC Rcd. 6844 (Released August 2, 2019), Docket Numbers MB Docket No. 05-311 and FCC 19-80.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. K.

**Meeting Date:** 08/24/2022

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

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

**Action Requested:** Motion  
Ordinance

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### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 429. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 150 Building Regulations to amend Subsection 150.10.130 (C) and add Subsection (E) to Section 15.10.130 Additional Regulations; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Action on Reading of Ordinance No. 429 by title only  
(City Clerk to read the ordinance by title only)
- B. Action and adoption of Ordinance No. 429

### SUMMARY:

#### Highlights of the Ordinance

Ordinance No. 429 allows the city to recover or forgo recovery of the expenses to acquire right-of-way (including eminent domain costs) and to construct roadway, sidewalk and any needed or necessary utility under-roadway infrastructure from the adjacent benefited property owners. The ordinance creates a fair process for the property owners, including notice before work begins, hearing, appeal and legal challenge standards. The city will have up to 20 years to recover its costs.

### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE ORDINANCE NO. 429 BY TITLE ONLY.**

(City Clerk to read the ordinance by title only)

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 429 AS PRESENTED.**

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A

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

N/A

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**Attachments**

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Ordinance No. 429

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# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 429

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE, CHAPTER 150 BUILDING REGULATIONS TO AMEND SUBSECTION 150.10.130 (C) AND ADD SUBSECTION (E) TO SECTION 15.10.130 ADDITIONAL REGULATIONS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, it is the policy of the City of San Luis, Arizona (“City”) that owners of property be required to develop streets and sidewalks and related utility infrastructure adjacent to their property; and

**WHEREAS**, A.R.S. § 9-243 provides that a city may require a property owner to construct sidewalks and streets adjacent to their property, and if these improvements are developed at the city’s expense, the city may recover its expenses by an assessment against the property and may provide and approve the manner of assessment; and

**WHEREAS**, the City Council wishes to reserve the right to make payback agreements with special provisions that may differ from the provisions of Subsection 150.10.130 (C) of the City Code;

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

**Section 1:** The beginning paragraph of subsection 150.10.130 (C) is hereby amended to read as follows:

(C) *Payback Agreements.* For all payback agreements and development agreements with payback provisions entered prior to December 1, 2020, said agreements will be carried out according to their terms. For all such agreements that have not established either a benefit area, amount of expense, allocation of expense, or method of collection and payment of payback monies, the Public Works Director, in his sole discretion, will make such determinations. Subsection (C)(4)(j) of this section shall apply to any legal challenge to any matter regarding a payback agreement or development agreement with payback provisions, including, but not limited

to, matters related to benefit area, amount of expense, allocation of expense, or method of collection and payback of payback monies, regardless of the date said agreement was entered. Unless special provisions are approved by Council, for all agreements made on or after December 1, 2020, the following provisions will apply:

**Section 2:** All remaining provisions of Subsection 150.10.130 (C) shall remain in full force and effect.

**Section 3:** Section 15.10.130 Additional Regulations of Chapter 150 Building Regulations of the City Code of the City of San Luis, Arizona is hereby amended to add Subsection 15.10.130 (E) to read as follows:

(E) *City Recovery of Roadway and Sidewalk Expense.*

(1) Pursuant to the authority of A.R.S. § 9-243, owners of property within the City are required to construct streets and sidewalks within and adjacent to the property as a requirement of the issuance of any permit or regulatory approval by the City. The City Council reserves the right to waive this requirement with respect to any particular development.

(2) In the event the City determines the streets are necessary before the development of the property, the City may construct street and/or sidewalk improvements, including needed or necessary utility infrastructure (hereinafter "Roadway Infrastructure"), and recover any costs construction and development of such streets, roads, and related utility infrastructure, the cost of acquisition of right of way, including the cost of acquisition as determined in proceedings in eminent domain, as well as all costs associated with acquisition including costs for expert witnesses, title reports, court costs and attorney's fees (hereinafter "Costs of Roadway Infrastructure"). The City may elect to acquire the right of way and recover its acquisition costs as delineated herein for the purpose of future street, sidewalk, and utility development without presently constructing infrastructure.

(3) In the event the City develops Roadway Infrastructure or incurs Costs of Roadway Infrastructure as provided in Subsection 15.10.130(D)(2), the City shall be entitled to recover its costs as provided below.

(4) The benefit area shall be all property adjacent to the Roadway Infrastructure project. The City shall prepare a diagram of all property that is adjacent to the Roadway Infrastructure project

and prepare an engineer's cost estimate for the Roadway Infrastructure Project.

(5) The Costs of Roadway Infrastructure shall be incurred pursuant to the City's purchasing policies.

(6) The Public Works Director shall notify all adjacent property owners (according to the Records of the Yuma County Recorder) of property for which an assessment for the purposes of recovery of Costs of Roadway Infrastructure is proposed before construction begins. The Public Works Director shall send the above notification by certified or registered mail and shall include that construction of Roadway Infrastructure will occur. An amount may be assessed to each adjacent benefitting parcel that will be recorded with the Yuma County Recorder upon the project completion. This initial notification to each adjacent benefitting parcel shall include the following:

(a) A letter explaining the Roadway Infrastructure Project and the proposed assessment for purposes of recovery of Costs of Roadway Infrastructure.

(b) Information on the benefitting parcels and the respective costs of the future reimbursement based on the engineer's cost estimate for the proposed Roadway Infrastructure Project and any proposed cost allocation if the development involves multiple parcels of property.

(c) The notice shall contain the address and identification of a person or position designated by the Public Works Department to receive requests for a hearing. If the property owner of a benefitting adjacent parcel objects to either the cost allocation or any other procedural aspect of the Roadway Infrastructure project or the proposed assessment of costs, the property owner must submit a written request for a hearing to the Public Works Department within thirty (30) days of the date of mailing the notice.

(d) If the Public Works Department receives no request for a hearing within the time allowed, the Department may accept the proposed Roadway infrastructure Project and cost allocation as final.

(e) If a request for hearing is received from one or more affected property owners, the Department shall set the

date, time, and location of an administrative hearing on the proposed agreement. The City shall provide all affected property owners with notice of the hearing.

(f) The Public Works Director will hold an administrative hearing at the stated date and time to establish each benefitting property's share in the cost of the improvements associated with the proposed Roadway Infrastructure project. Any affected property owner may appear and be heard at the hearing. At the conclusion of the hearing, the Director may accept the allocation of Roadway Infrastructure Costs as proposed or modify the allocation of percentages based on information received at the hearing. The Director shall issue a written decision within ten (10) business days of the conclusion of the hearing, and a copy shall be mailed or emailed if requested to each affected property owner. The Director may appoint a civil engineer, who is experienced in municipal infrastructure, to be the hearing officer conducting said hearing and issuing the decision.

(g) Any affected property owner who appears at the hearing may appeal the determination of the Public Works Director (or the designated hearing officer) to the City Manager by submitting a notice of appeal to the Public Works Director within ten (10) business days of the date of the issuance of a written decision. The City Manager may review the decision based on information and testimony submitted at the hearing or may accept any additional information or testimony in the City Manager's discretion. If a notice of appeal is not timely submitted, the decision shall become final. If an appeal is timely submitted, the decision of the City Manager on appeal shall be final.

(h) Once a decision is final, the Public Works Department shall use the results to determine the maximum reimbursement amount to be included in any assessment made to recover the Costs of Roadway Infrastructure.

(7) The City will prepare an appropriate notice of assessment to recover Costs of Roadway Infrastructure and the amount assigned to each benefited adjacent property and have notice of each recorded with the Yuma County Recorder.

(8) For any legal challenge to a decision of the Public

Works Director, the City shall have the burden to show by a preponderance of the evidence that a reasonable basis exists to support the decision. Upon such a finding, the decision shall be affirmed unless it is shown to be arbitrary or capricious.

(9) Any assessment providing for reimbursement of the City shall run for twenty (20) years after the date of completion of Roadway Infrastructure or, in the case of acquisition of right of way for the purpose of future Roadway Infrastructure without present construction of Roadway Infrastructure, completion of acquisition or completion of proceedings in eminent domain, whichever is later in time. At the end of the maximum period, as determined by the City, all assessments pursuant to this subsection shall terminate.

(10) Payback charges shall include a maximum simple interest rate equal to one (1) percent plus the prime rate, as published by the board of governors of the Federal Reserve System, per month, or any portion thereof, from the date of completion of Roadway Infrastructure or, in the case of acquisition of right of way for the purpose of future Roadway Infrastructure without present construction of Roadway Infrastructure, completion of acquisition or completion of proceedings in eminent domain, whichever is later in time. This rate shall not change for the life of the reimbursement requirement. Provided, however, any affected property owner who elects to pay the entire amount charged to such owner's parcel within sixty (60) days of the recording of the notice of assessment shall not be required to pay any interest.

(11) For land, and any part thereof, which is the subject of an assessment for reimbursement of city expenditures, the required assessment charge, including all costs and interest, shall be paid to the City prior to:

- (a) The issuance of a permit authorizing connection to the public water or public sewer system.
- (b) The extension of water or sewer service;
- (c) The issuance of any building permit;
- (d) The processing of any request for rezoning, variance, or conditional use permit.
- (e) The processing of any request for lot split or subdivision of land.

**Section 4:** In the event of a conflict between the provisions of this ordinance and any other ordinance, code, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are repealed, superseded, and replaced; and the provisions of this ordinance shall govern.

**Section 5:** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of August 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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