



## 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 6:00 p.m., Wednesday, February 8, 2023. 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 6:00 p.m., el día Miércoles 8 de Febrero del 2023. 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

**AMENDED AGENDA ON 2/07/2023  
PREVIOUSLY ITEM NO. 7. F. HAS BEEN REMOVED AND  
RE-NUMBERED ACCORDINGLY**



**AGENDA  
Regular Meeting  
San Luis City Council  
San Luis Council Chambers  
1090 E. Union Street  
San Luis, AZ 85349  
February 8, 2023  
6:00 p.m.**

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

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

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**

**4. 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.

**5. PROCLAMATIONS/PRESENTATIONS**

**5. A.** - SkillsUSA Week - February 6-10, 2023

**5. B.** - Career Technical Education Month - February 2023

**5. C.** Presentation by San Luis High School on their Career Technical Education Programs.  
**(Nereida Lansman, San Luis High School CTE Instructional Aide)**

**5. D.** Presentation of the Mid-Year Report from Greater Yuma Economic Development Corporation (GYEDC). **(Julie Engel, Director of Greater Yuma Economic Development Corporation)**

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**

- Special Council meeting held January 18, 2023

6. B. **Disbursements from January 18, 2023 to February 1, 2023**

Total disbursements \$857,343.11

(Eight Hundred Fifty-Seven Thousand, Three Hundred Forty-Three Dollars and Eleven Cents)

6. C. Discussion and possible action on any and all matters regarding the contract with Chicano Arts Collective, Inc. for the Chicano Art Walk event for the fiscal year 2022-2023. **(Ralph Velez, Interim City Manager)**

6. D. Discussion and possible action on any and all matters regarding the contract with the Comité De Bien Estar, Inc. for the Cesar Chavez Life and Legacy Celebrations in March. **(Ralph Velez, Interim City Manager)**

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

7. A. Discussion and possible action on any and all matters regarding Ordinance No. 437. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona repealing San Luis City Code Section 5.15.090 border area taxi vehicle permit and regulations; and providing for severability. **(Glenn Gimbut, Assistant City Attorney)**

A. Action on Ordinance No. 437 by title only.

(City Clerk to read Ordinance No. 437 by title only)

B. Action on Ordinance No. 437

7. B. Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. **(Ralph Velez, Interim City Manager)**

7. C. Discussion and possible action on any and all matters regarding Ordinance No. 436. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending and restating the San Luis City Code § 5.05.090 (B) and adding § 5.05.090(C) on Garage Sale business regulation, removing the yearly limitation; repealing any conflicting provisions; providing for severability; and imposing a penalty. **(Kay Marion Macuil, City Attorney)**

A. Action to Read Ordinance No. 436 by title only

(City Clerk to read Ordinance No. 436 by title)

B. Action on Ordinance No. 436

7. **D.** Discussion and possible action on any and all matters regarding the purchase of two (2) Huber fine screens, for the East Wastewater Treatment Plant Improvements. **(Manuel Hernandez, Public Works Project Manager)**
7. **E.** Discussion and possible action on any and all matters regarding the purchase of a new ambulance. **(Angel Ramirez, Fire Chief)**
7. **F.** 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. **G.** Discussion on any and all matters regarding the appointment of a City of San Luis Representative to the Yuma Metropolitan Planning Organization. **(Ralph Velez, Interim City Manager)**
8. **SUMMARY OF CURRENT EVENTS**  
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).
9. **EXECUTIVE SESSION**  
**Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A), subsection (3)**  
  
Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A), subsections (3) on any and all matters relating to discussion or consultation for legal advice with the attorney or attorneys of the City regarding elected officials responsibilities. **(Kay Marion Macuil, City Attorney)**
10. **MOTION TO GO BACK INTO REGULAR SESSION**
11. **ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**5. A.**

Meeting Date: 02/08/2023

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Title:

- SkillsUSA Week - February 6-10, 2023

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## Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**SkillsUSA WEEK**  
**February 6-10, 2023**

**WHEREAS**, February 6-10, 2023, has been designated by the SkillsUSA national association as SkillsUSA week; and

**WHEREAS**, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

**WHEREAS**, career and technical education provides students with a school-to-careers connection and is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to our leadership in the national and international marketplace; and

**WHEREAS**, career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing, and mathematics, thus improving the quality of their education, motivating at-risk students, and giving all students leadership opportunities in their fields and their communities; and

**WHEREAS**, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

**WHEREAS**, the ever-increasing cooperative efforts of career and technical educators' business and industry stimulate the growth and vitality of our economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

**WHEREAS**, SkillsUSA – a national organization for students preparing for technical, skilled, and service occupations in high schools and colleges/technical schools – helps its members become world-class workers and responsible Americans; and

**WHEREAS**, SkillsUSA is preparing more than 365,000 students annually to be high-performance workers;



**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim the week of February 6-10, 2023, as “SkillsUSA Week”, in the City of San Luis, Arizona and urge all citizens to acquaint themselves with the purposes and activities of SkillsUSA and to give help and encouragement to the members who are working hard to achieve the goals that will make them outstanding skilled workers in our communities.

**DATED** this 8<sup>th</sup> day of February 2023.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. B.**

Meeting Date: 02/08/2023

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Title:

- Career Technical Education Month - February 2023

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## CAREER AND TECHNICAL EDUCATION MONTH February 2023

**WHEREAS**, February 1-28, 2023, has been designated as Career and Technical Education Month by the Association for Career and Technical Education; and

**WHEREAS**, career and technical education offers students the opportunity to gain the academic, technical, and employability skills necessary for true career readiness; and

**WHEREAS**, students in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

**WHEREAS**, career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

**WHEREAS**, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, cybersecurity, and information technology; and

**WHEREAS**, career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and post-secondary education and lead to the attainment of industry-recognized credentials; and

**WHEREAS**, career and technical education programs ensure that employers have access to a qualified and thriving workforce, ensuring America is a strong competitive economy.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim February 2023, as “**Career and Technical Education Month**”, in the City of San Luis, Arizona, and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

**DATED this 8<sup>th</sup> day of February 2023.**

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PRESENTATION

## Regular City Council Meeting

5. C.

Meeting Date: 02/08/2023

Submitted By: Melissa Lopez, City Clerk's Office

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Presentation Topic/Summary:

Presentation by San Luis High School on their Career Technical Education Programs.

**(Nereida Lansman, San Luis High School CTE Instructional Aide)**

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### Attachments

SLHS CTE Presentation

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# CAREER AND TECHNICAL EDUCATION

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PRESENTATION BY CTE  
LEADERS



Kamyla Ruiz  
CTE Leader  
SkillsUSA Regional  
Officer

Raul Rivas  
CTE Leader  
SkillsUSA AZ State  
Officer



# SLHS Career Technical Education Programs

Agriscience  
Business Management  
Construction  
Culinary  
Digital Photography  
Early Childhood Education  
Engineering  
Welding

Film & TV  
Nursing  
Emergency Medical Services  
Law and Public Safety  
Mental and Social Health Services  
Sports Medicine  
Stagecraft

# WHAT IS CTE

- Career and Technical Education
- Are programs that prepares students for high-wage, high-demand careers.
- CTE covers many different fields, including health care, information technology, advanced manufacturing, hospitality and management and many more.
- CTE encompasses everything from classroom learning to certification programs to work-based learning opportunities outside the classroom.

# CTE Benefits

-CTE helps guide students towards a career path, it helps them find their interest on what could be their possible work environments.

-CTE helps reduce the number of unemployed graduates, and the number of students who don't pursue any career after high school. Meaning that students once they graduate, can work while they are earning a degree to gain more experience.

# CTE Program Highlights

## AWC Dual Credit Enrollment

CTE Programs have dual credit opportunities

## Industry Certifications

CTE Programs offer various Industry Certifications to prepare students for the workforce or postsecondary advancement

# CTE Program Highlights

## Film and TV

- New Remodeled Studio
- Certification: Adobe Premiere
- Film and TV has received 1st place for 3 years consecutively in Broadcast Journalism Regional Competition, among many other competitions.
- Recognized as a Gold Chapter Award at the state level for FBLA.



## Film & TV



Classroom



New Lab area

# CTE Program Highlights

## Stagecraft

- Is a program preparing students to participate in the technical and management areas of the performing arts and entertainment industry.
- OSHA 10 General Industry, OSHA 10 Construction Industry, and OSHA 30 Construction Certifications
- Work-Based Learning includes strategies that allow students to go beyond the classroom and into the community to develop student competencies. The activities allow students to apply classroom theories, explore career options at the work site, and connect classroom learning to work.



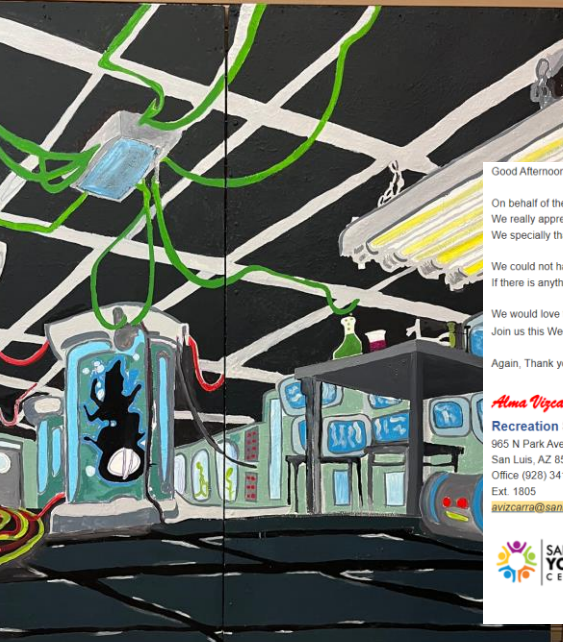
The Little Mermaid



The Play That Goes Wrong

# San Luis Haunted House (community service)

Stagecraft CTSO Students lead community volunteers as they assisted in the haunted house for the San Luis Parks and Rec halloween spooktacular event, building sets and as actors for the event.



Letter from City of San Luis  
Parks and Recreation.

Good Afternoon Teachers,

On behalf of the Youth Center I am writing this email to Thank You for your help and support in this year's Spooktacular Festival. We really appreciate your help in getting all your students interested to be volunteering in our event. We specially thank you for taking time in your day to talk to us and for letting your students collaborate with the whole process.

We could not have done it without your support and your students. We are very appreciative of your assistance and looking forward to continuing to work together. If there is anything that you need from us we are more than happy to help you, please let us know.

We would love to invite you teachers and volunteers to this year's Youth Center Posada. Join us this Wednesday December 14<sup>th</sup>, 2022 from 5:00pm – 8:30pm to celebrate another year of great experiences in our Youth Center.

Again, Thank you!

*Alma Vizcarra*

**Recreation Specialist**

965 N Park Ave, PO Box 1170  
San Luis, AZ 85349  
Office (928) 341-8574  
Ext. 1805

[avizcarra@sanluisaz.gov](mailto:avizcarra@sanluisaz.gov)



**SAN LUIS  
YOUTH  
CENTER**



**CITY OF SAN LUIS  
PARKS AND  
RECREATION  
DEPARTMENT**

# CTE Program Highlights



## **Emergency Medical Services**

- Prepares students to continue their education towards becoming an Emergency Medical Paramedic
- Provide skills to act in a time of emergency that could save someone's life
- EMS students learn skills such as airway management, splinting of fractured bones, actions to take in respiratory emergencies, Adult, Child & Infant CPR, and how to take blood pressures and vital signs
- Certifications: Basic Life Support for Healthcare Providers

# EMS



EMS Students practicing skills in new ambulance simulator.



San Luis Fire Department assisting our students with skills checks.

# CTE Program Highlights

## Engineering

- Designed to develop student's understanding of engineering problem solving and design practices.
- San Luis High School was recently recognized by the *ASU ASU - Helios Decision Center for Educational Excellence* as one of the highest performing schools in Arizona in the postsecondary discipline of Engineering, meaning that a very high percentage of San Luis High Schools' graduates earn As or Bs in Engineering classes at the university level at ASU, U of A, and NAU
- Certifications: OSHA10; Certified SolidWorks Associate (CSWA); Autodesk Certified User-Auto CAD; National Coalition of Certification (NC3)-Multimeter



# CTE Month and Celebrations

## FFA

-Total SLHS membership **103**

## Skills USA

-Total SLHS membership  
**934**

## FCCLA

-Total SLHS membership **154**

## HOSA

-Total SLHS membership **319**

## FBLA

-Total SLHS membership **247**

## Educators Rising

-Total SLHS membership **104**

# Our Experiences

My journey with CTE has been remarkable for the past four years. I have developed skills such as teamwork, leadership, and communication. I have also been able to create incredible bonds with people and memories I will remember for many years. CTE is so important for students to work on not only themselves but their future career goals. With CTE, I discovered that I want to major in social work and minor in Film.

-Kamyla Ruiz

# Our Experiences

My journey with CTE has been phenomenal for only my second year in a CTE Program. I have learned so much through my program and SkillsUSA that will stay with me for the rest of my life. I've been able to travel to places I never thought I would visit at my age. I've met people and businesses from all over the country. To me, CTE is very important for students as it prepares them for their future careers. Through CTE, I have been able to find a part-time job and start my career as a welder.

-Raul Rivas





## Funding for CTE

Thanks to the State and Federal funding for CTE programs. SLHS CTE Students would not have been able to have these opportunities, such as earning certifications, equipment that meets industry standards, Leadership Trainings, and many other opportunities. This is the main reason we need your support and advocacy for Education and CTE, which is why our government representatives need to continue supporting education funding.

T H A N K     Y O U

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[nlansman@yumaunion.org](mailto:nlansman@yumaunion.org)

(928) 502-6077





# PRESENTATION

## Regular City Council Meeting

5. D.

Meeting Date: 02/08/2023

Submitted By: Sonia Cornelio, City Clerk's Office

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### Presentation Topic/Summary:

Presentation of the Mid-Year Report from Greater Yuma Economic Development Corporation (GYEDC). **(Julie Engel, Director of Greater Yuma Economic Development Corporation)**

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### Attachments

Presentation

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# GREATER YUMA EDC YUMA MID-YEAR

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THE CONVERGENCE OF INDUSTRY AND OPPORTUNITY

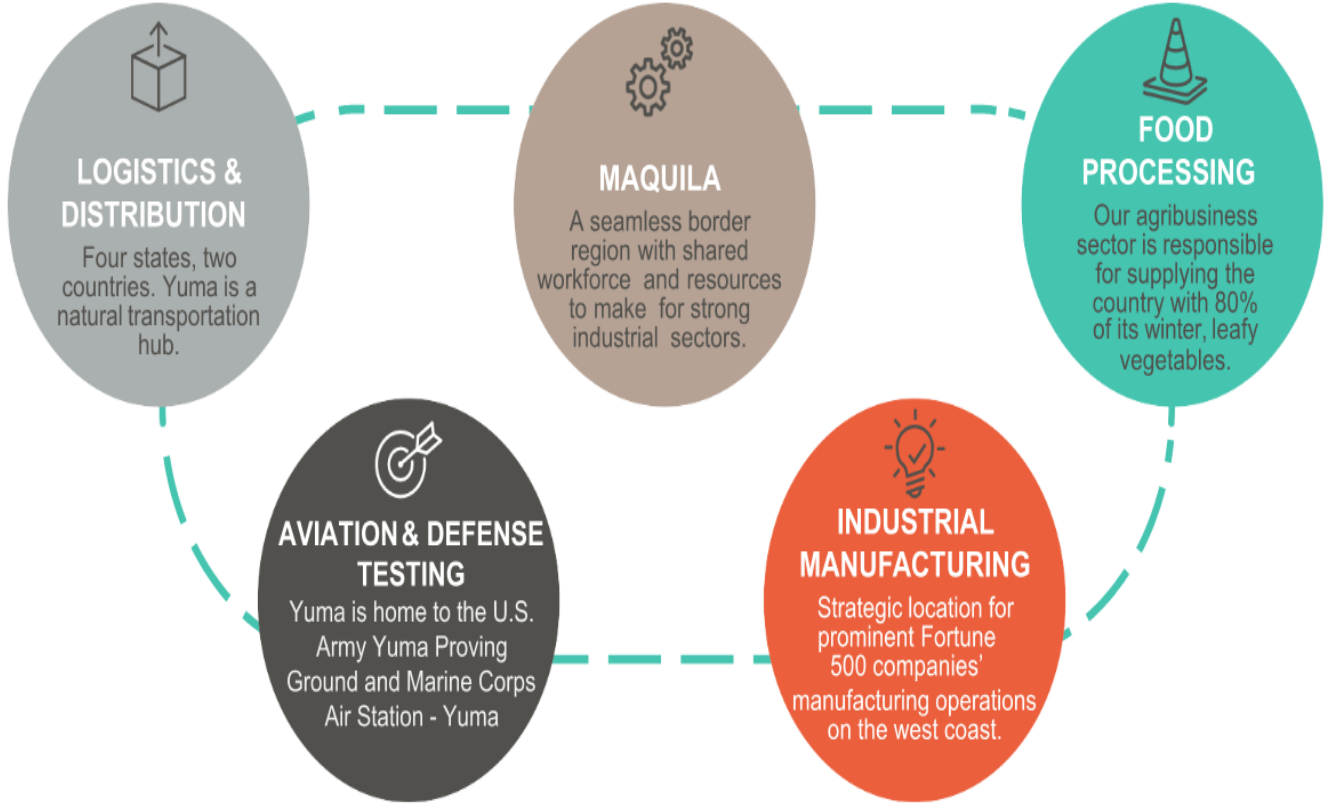


**Greater Yuma**  
ECONOMIC DEVELOPMENT CORP

# LEADING INDUSTRIES

GREATER YUMA IS RIPE WITH TALENT ENCOMPASSING MULTIPLE INDUSTRIES. OUR REGION'S EXISTING AND NEW BUSINESSES BRING FOCUS TO KEY LEADING SECTORS.

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# ONE S TRIKING REGION

1.8 M  
PEOPLE  
(WITHIN 60 MILES)

30  
AVERAGE AGE

<3%  
INDUSTRIAL  
TURNOVER

230K  
YUMA MSA  
POPULATION  
(EST. 250,000 BY  
2030)

3<sup>rd</sup>  
LARGEST  
METRO IN  
ARIZONA

\$8B  
ECONOMY

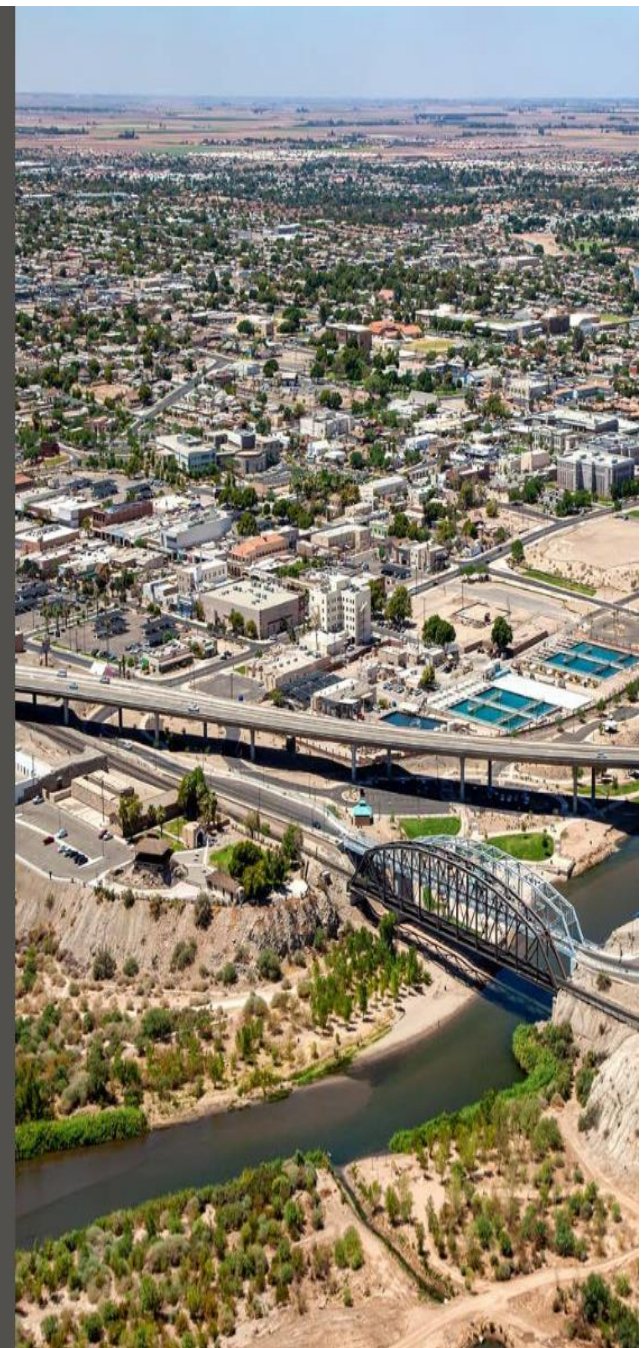
<1%  
MANUFACTURING  
UNIONIZATION RATE

3  
INTERNATIONAL  
PORTS OF ENTRY

30%+  
LOWER COST OF  
DOING BUSINESS  
VS CALIFORNIA OR  
PHOENIX

52M  
WITHIN A 10 HOUR  
TRUCK HAUL

30%  
WORKFORCE  
UNDEREMPLOYED  
(JOBS EQ)





**169,900+**

REGIONAL LABOR FORCE

**\$45,000+**

MEDIAN WAGE

**5.5%**

JOB GROWTH  
RATE (OVER 10  
YEARS)

*JobsEQ*

## AN ABUNDANCE OF TALENT

Growing companies needing a dedicated skilled workforce and easy access to their customers and supply source have found the Greater Yuma Region to be the answer to all their wants and needs.



**A  
PRODUCTION  
POWER HOUSE**

**16,300+**

INDUSTRIAL  
PRODUCTION  
WORKERS

*JobsEQ*



**430+**  
**MARINES**

entering the workforce as  
Aviation Mechanics and  
Technicians, Industrial  
Equipment Repairers, and  
Automotive Technicians on  
annual basis.

**60+**  
**MARINES**

entering the workforce in  
Logistics & Supply Chain,  
HAZMAT, Operating Engineers,  
IT/Computer Operators, and  
Commercial Drivers on annual  
basis.



ARIZONA WESTERN COLLEGE

**MANUFACTURING  
PROGRAM**

The Manufacturing Program  
provides an in-depth training of  
industrial processes in the  
manufacturing industry.

**130  
STUDENTS  
ENROLLED**

# ATTRACTION ACTIVITY

Plug Hydrogen/Brightnight  
(Somerton/County)

Project  
Rings Expansion  
(City of Somerton)

CPLC Spec Development  
(City of San Luis)

Piana Expansion  
(City of San Luis)

True North Renewable  
Energy  
(Somerton/County)

Project  
Cleveland  
(City of San Luis)

Project  
Charged  
(City of San Luis)

Pannatoni Spec  
Development  
(City of Yuma)

## PROJECT ESTIMATES

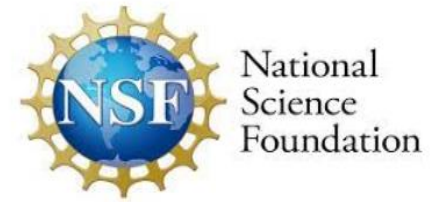
• 340 NEW JOBS

• \$725M+ CAPEX

• 1.4M+ SF INDUSTRIAL

• 15,000,000+ Payroll

PROJECTS  
SHAPING  
THE  
FUTURE





# GRANTS & STUDIES

GYEDC is currently applying for multiple grants and studies that are intended to expand our educational, infrastructural and economic opportunities.

## TBD

AWARDED

PROGRAM FAMILY	AGENCY
QWEST GRANT	DOL
NSF ENGINE GRANT	EDA
AEA-ARPA GRANT	ARPA
ARIZONA ACCELERATOR	ACA





## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**6. A.**

Meeting Date: 02/08/2023

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Summary

**MINUTES OF**

- Special Council meeting held January 18, 2023

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Attachments

1/18/2023 SCM Minutes

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**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**January 18, 2023**  
**6:30 p.m.**

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

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 6:01 p.m.

**PRESENT:** Mayor Nieves Riedel  
Vice Mayor Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Matias Rosales (arrived at approximately 6:04 p.m.)  
Council Member Javier Vargas

**ABSENT:** Council Member Tadeo Azael De La Hoya  
Council Member Gloria Torres

**OTHERS PRESENT:** Ralph Velez, Interim City Manager  
Kay Macuil, City Attorney  
Sonia Cornelio, City Clerk  
Domingo Sosa, Graphics and Media Specialist  
Jossue Cerda, I.T. Help Desk Technician  
Olivia Jenkins, Foreign and Government Affairs Coordinator  
Ruben Lopez, IT Technician  
Cesar Neyoy, Bajo El Sol Reporter  
Lucy Lopez, San Luis AZ News Reporter  
Mark Concha, Resident

**2. PLEDGE OF ALLEGIANCE**

Vice Mayor Luis E. Cabrera led the Pledge of Allegiance.

**3. DISCUSSION AND POSSIBLE ACTION ITEM**

**Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A), subsections (1), (3), and (4) on any and all matters relating to the City Council-Appointed position of Magistrate under San Luis City Code § 2.15.220 and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of the Magistrate, and consultation with the attorney or attorneys of the city regarding the same. (Ralph Velez, Interim City Manager, and Kay Marion Macuil, City Attorney)**

**MOTION:** Vice Mayor Luis E. Cabrera/Mayor Nieves Riedel to go into Executive Session at approximately 6:03 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

#### **4. MOTION TO GO BACK INTO SPECIAL SESSION**

**MOTION:** Vice Mayor Luis E. Cabrera/Mayor Nieves Riedel to go back into Special Session at approximately 6:44 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

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

**Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. (Ralph Velez, Interim City Manager)**

There was no action taken by the Mayor and Council Members nor any discussion was held.

#### **6. ADJOURNMENT**

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to adjourn the Special Council meeting at approximately 6:44 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**APPROVED:**

---

Nieves Riedel, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on January 18, 2023. 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: 02/08/2023

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#### Summary

#### **Disbursements from January 18, 2023 to February 1, 2023**

Total disbursements \$857,343.11

(Eight Hundred Fifty-Seven Thousand, Three Hundred Forty-Three Dollars and Eleven Cents)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING FEBRUARY 08, 2023 Disbursement Report from 01/18/2023 TO 02/01/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	01/19/2023	\$ 425,723.48	Schedule A
Accounts Payable Check Account	01/20/2023	\$ 227,023.49	Schedule B
Accounts Payable Check Account	01/27/2023	\$ 204,596.14	Schedule C

**Total Disbursements: \$ 857,343.11**

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

Prepared by Guadalupe Canez:

Verified by Director of Finance:

For Council approval on:

Mayor:

Council:

RECEIVED

2023 FEB - 1 A 10:06

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK



# Pay Day Register

Pay Date Range 12/31/22 - 01/13/23

Pay Batch 202302

Monica Castro

Digitally signed by: Monica Castro  
DN: CN = Monica Castro email =  
mcastro@sanluisaz.gov C = AD  
Date: 2023.01.19 13:05:32 -07'00'

PSPRS FIRE DB RATE - TIER 1a	5,098.98	66,653.26	BUS COMPANY AND DRIVERS	183.00	3,315.23
PSPRS FIRE DB RATE - TIER 1b	963.87	12,599.68	CLERICAL OFFICE/ LIBRARY/	325.34	135,564.21
PSPRS FIRE DB RATE - TIER 2	382.87	5,004.94	Electrician	66.57	2,120.00
PSPRS FIRE DB RATE - TIER 3	3,615.50	36,373.30	FIREFIGHTERS & DRIVERS	6,031.32	126,975.21
PSPRS FIRE DC RATE - TIER 3	273.16	3,035.12	GARBAGE/ ASH/ REFUSE	405.71	6,491.32
PSPRS FIRE DISABILITY RATE	50.38	3,035.12	Homemaker Service	20.46	893.37
PSPRS POLICE DB RATE - TIER	4,451.63	58,191.04	MUNICIPAL/ TOWN/	352.79	20,159.80
PSPRS POLICE DB RATE - TIER	1,834.80	23,984.36	PARKS- NOC ALL EMPLOYEES	671.65	21,666.32
PSPRS POLICE DB RATE - TIER 2	820.06	10,719.67	POLICE OFFICERS	6,630.42	139,588.01
PSPRS POLICE DB RATE - TIER 3	4,167.17	41,923.23	RECREATION- ALL EMPLOYEES/	235.89	17,218.71
STANDARD LIFE ADDTNL	1,054.48	.00	SEWAGE DISPOSAL/ PLANT	775.75	22,550.97
TRANSWESTERN MEXICAN	97.00	.00	Street or Road Construction	2,333.19	26,423.57
U.S. MEX DENTAL - EE &	574.84	.00	WATERWORKS OPERATIONS	663.62	19,124.05
U.S. MEX DENTAL - EE &	143.71	.00	Total	<u>\$20,068.50</u>	
UNITED WAY	14.00	.00			
US & MEX DENTAL= FAMILY	512.40	.00	<b>Direct Deposits</b>		<b>Amount</b>
US & MEX HEALTH = C	6,421.11	.00	1st Bank Yuma		33,897.42
US & MEX HEALTH = FAMILY	5,661.24	.00	ACADEMY BANK		2,439.29
US & MEX HEALTH = SP	1,423.40	.00	Bank of America		1,794.29
VSP - VISION CHILDREN	266.09	.00	Bank of America CA		901.39
VSP - VISION FAMILY	305.03	.00	Bankcorp		200.00
VSP - VISION SPOUSE	103.84	.00	BANKCORP BANK		1,251.64
Net	<u>\$425,723.48</u>		Charles Sch		250.00
			Chase Bank		203,541.67
			CHASE BANK MORGAN		981.26
			CHASE BANK TX		3,057.85
			chase centro		1,193.29
			discover		900.00
			Federal Credit Union		44,239.56
			FF CREDIT UNION		2,600.61
			FIREFIGHTER FIRST CREDIT UNION		6,705.75
			GREEN DOT BANK		1,155.79
			HUGHES FCU		1,725.22
			National Bank		1,524.41
			Navy Federal		28,098.67
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		783.96
			Sunbank		1,428.06
			THE FOOTHILLS BANK		624.57
			VANTAGE WEST		1,654.62
			WASHINGTON FEDERAL		2,365.93
			Wells Fargo		82,213.23

Schedule A

# Payment Register

From Payment Date: 1/17/2023 - To Payment Date: 1/20/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
104848	01/17/2023	Open			Accounts Payable	ESSARY, JOSEPH, AARON	\$90.00		
104849	01/17/2023	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$1,303.47		
104850	01/19/2023	Open			Accounts Payable	LOOMIS	\$1,090.10		
104851	01/20/2023	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$132.88		
104852	01/20/2023	Open			Accounts Payable	FOP/ALC	\$435.00		
104853	01/20/2023	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	\$350.64		
104854	01/20/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$330.00		
104855	01/20/2023	Open			Accounts Payable	SUPPORT-PAYMENT CLEARINGHOUSE	\$3,351.14		
104856	01/20/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
104857	01/20/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$91.50		
104858	01/20/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,110.00		
104859	01/20/2023	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$10,334.92		
104860	01/20/2023	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$25.00		
104861	01/20/2023	Open			Accounts Payable	CHARLES E. LAKIN REVOCABLE TRUST	\$200.00		
104862	01/20/2023	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$4,361.57		
104863	01/20/2023	Open			Accounts Payable	GARCIA, JESUS	\$88.00		
104864	01/20/2023	Open			Accounts Payable	INGRAM, TERI	\$212.97		
104865	01/20/2023	Open			Accounts Payable	LANDMARK VALUATION SERVICES, INC	\$700.00		
104866	01/20/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$29.29		
104867	01/20/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$88.00		
104868	01/20/2023	Open			Accounts Payable	MENTORSOURCE TRAINING CORPORATION	\$1,195.00		
104869	01/20/2023	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$75,287.48		
104870	01/20/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$85.84		
104871	01/20/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$56.00		
104872	01/20/2023	Open			Accounts Payable	PPEP INC.	\$7,500.00		
104873	01/20/2023	Open			Accounts Payable	PROVANTAGE LLC	\$603.38		
104874	01/20/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$56.00		
104875	01/20/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$390.00		
104876	01/20/2023	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$497.30		
104877	01/20/2023	Open			Accounts Payable	RODRIGUEZ, ISRAEL	\$232.18		
104878	01/20/2023	Open			Accounts Payable	RUSH TRUCK CENTER	\$936.03		
104879	01/20/2023	Open			Accounts Payable	SANTANA, PEDRO, LUIS	\$1,200.00		
104880	01/20/2023	Open			Accounts Payable	SELECT COUNCIL ON PROGRESSIVE ENFORCEMENT	\$100.00		
104881	01/20/2023	Open			Accounts Payable	US POST MASTER	\$2,182.65		
104882	01/20/2023	Open			Accounts Payable	WAL-MART	\$49.92		
104883	01/20/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$697.65		

Schedule B

# Payment Register

From Payment Date: 1/17/2023 - To Payment Date: 1/20/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
104884	01/20/2023	Open			Accounts Payable	ALCANTARA, FRANCISCO	\$47.03			
104885	01/20/2023	Open			Accounts Payable	ALVAREZ, MIGUEL	\$95.00			
104886	01/20/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$180.00			
104887	01/20/2023	Open			Accounts Payable	APS	\$100.00			
104888	01/20/2023	Open			Accounts Payable	ARANDA, JOSUE	\$157.00			
104889	01/20/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$61.02			
104890	01/20/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,899.28			
104891	01/20/2023	Open			Accounts Payable	CENTURYLINK	\$299.74			
104892	01/20/2023	Open			Accounts Payable	FERGUSON WATERWORKS	\$679.00			
104893	01/20/2023	Open			Accounts Payable	GARCIA, ALDO	\$354.00			
104894	01/20/2023	Open			Accounts Payable	GARCIA, JOSE, R	\$288.00			
104895	01/20/2023	Open			Accounts Payable	GCI CONSTRUCTION & INSPECTIONS, LLC	\$33,782.40			
104896	01/20/2023	Open			Accounts Payable	GOMEZ, MARCO	\$354.00			
104897	01/20/2023	Open			Accounts Payable	GREEN, TYLER	\$354.00			
104898	01/20/2023	Open			Accounts Payable	GUEVARA, ALAN	\$157.00			
104899	01/20/2023	Open			Accounts Payable	VALENCIA, LINO	\$157.00			
104900	01/20/2023	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$10,440.42			
Type Check Totals:							53 Transactions	\$165,812.80		
<u>EFT</u>										
2722	01/19/2023	Open			Accounts Payable	ALSCO, INC	\$202.22			
2723	01/20/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,496.00			
2724	01/20/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$7,612.53			
2725	01/20/2023	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67			
2726	01/20/2023	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$14,317.56			
2727	01/20/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$1,087.51			
2728	01/20/2023	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$2,336.78			
2729	01/20/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$41.20			
2730	01/20/2023	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$6,754.00			
2731	01/20/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$35.21			
2732	01/20/2023	Open			Accounts Payable	RM GRAPHICS	\$432.71			
2733	01/20/2023	Open			Accounts Payable	SPECTRUM BUSINESS	\$184.33			
2734	01/20/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$984.82			
2735	01/20/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,906.10			
2736	01/20/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$504.28			
2737	01/20/2023	Open			Accounts Payable	ALLKIOSK LLC	\$877.13			
2738	01/20/2023	Open			Accounts Payable	ALSCO, INC	\$1,012.43			
2739	01/20/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$214.14			
2740	01/20/2023	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$4,316.40			
2741	01/20/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$82.16			
2742	01/20/2023	Open			Accounts Payable	BRAY SALES INC	\$4,801.19			
2743	01/20/2023	Open			Accounts Payable	CDWG	\$149.70			
2744	01/20/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50			

# Payment Register

From Payment Date: 1/17/2023 - To Payment Date: 1/20/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2745	01/20/2023	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$1,477.23		
2746	01/20/2023	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$2,295.70		
2747	01/20/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$11.62		
2748	01/20/2023	Open			Accounts Payable	FRUTH GROUP INC	\$99.64		
2749	01/20/2023	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$100.00		
2750	01/20/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$2,000.00		
2751	01/20/2023	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
2752	01/20/2023	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$1,435.72		
Type EFT Totals:						31 Transactions	\$61,210.69		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$165,812.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>53</b>	<b>\$165,812.80</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$61,210.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$61,210.69</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$227,023.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>84</b>	<b>\$227,023.49</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$165,812.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>53</b>	<b>\$165,812.80</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$61,210.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$61,210.69</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$227,023.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>84</b>	<b>\$227,023.49</b>	<b>\$0.00</b>

Guadalupe Canez

Digitally signed by:  
Guadalupe Canez  
DN: CN = Guadalupe Canez  
email = gcanez@sanluisaz.  
gov C = AD  
Date: 2023.01.20 17:03:03 -  
07'00'

# Payment Register

From Payment Date: 1/23/2023 - To Payment Date: 1/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
104901	01/23/2023	Open			Accounts Payable	LOPEZ ZAMORA, RUBEN	\$1,155.79		
104902	01/24/2023	Open			Accounts Payable	CARDENAS, ERNESTO	\$75.00		
104903	01/25/2023	Open			Accounts Payable	ALTURA COMMUNICATION SOLUTIONS LLC	\$991.86		
104904	01/25/2023	Open			Utility Management Refund	ACUNA, NORMA, A	\$139.20		
104905	01/25/2023	Open			Utility Management Refund	ARTEAGA, NESTOR	\$188.94		
104906	01/25/2023	Open			Utility Management Refund	BATRIZ, JAZMIN A & AGUILERA, GUSTAVO	\$194.37		
104907	01/25/2023	Open			Utility Management Refund	BECERRA, CELESTINO & MARIA LUZ	\$21.22		
104908	01/25/2023	Open			Utility Management Refund	BRISENO, ALEJANDRO	\$171.45		
104909	01/25/2023	Open			Utility Management Refund	CABADA, YADIRA	\$152.20		
104910	01/25/2023	Open			Utility Management Refund	CARRASCOS PROPERTIES LLC	\$174.73		
104911	01/25/2023	Open			Utility Management Refund	CISNEROS, ARTURO	\$211.35		
104912	01/25/2023	Open			Utility Management Refund	COMITE DE BIENESTAR INC GRP #80	\$57.59		
104913	01/25/2023	Open			Utility Management Refund	CONTRERAS, DAYAN & NOE VALENZUELA	\$26.47		
104914	01/25/2023	Open			Utility Management Refund	CONTRERAS, KAREN & BLANCA ESPINOZA	\$184.71		
104915	01/25/2023	Open			Utility Management Refund	CORONADO, ARTURO & GLORIA	\$142.18		
104916	01/25/2023	Open			Utility Management Refund	FELIX NEGRETE JR, IGNACIO	\$195.60		
104917	01/25/2023	Open			Utility Management Refund	FELIX, ELVIRA	\$215.59		
104918	01/25/2023	Open			Utility Management Refund	GONZALEZ, BRYAN	\$39.23		
104919	01/25/2023	Open			Utility Management Refund	GONZALEZ, CRISTIAN, G	\$123.04		
104920	01/25/2023	Open			Utility Management Refund	GONZALEZ, JESSICA, L	\$311.34		
104921	01/25/2023	Open			Utility Management Refund	GRACIANO, EDUARDO & FRANCISCA A	\$145.07		
104922	01/25/2023	Open			Utility Management Refund	GUERRERO, NORMA & PABLO	\$192.57		
104923	01/25/2023	Open			Utility Management Refund	GUTIERREZ, JUAN & ENY PENA	\$135.06		
104924	01/25/2023	Open			Utility Management Refund	JUAN VENTURA C. & JOSE VENTURA	\$156.65		
104925	01/25/2023	Open			Utility Management Refund	LIMON, LILIANA	\$147.53		
104926	01/25/2023	Open			Utility Management Refund	LOPEZ, MARTIN & ESTHER	\$1.48		

Schedule C

# Payment Register

From Payment Date: 1/23/2023 - To Payment Date: 1/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
104927	01/25/2023	Open			Utility Management Refund	LOZANO, ARMANDO & MARIA BERMUDEZ	\$152.83		
104928	01/25/2023	Open			Utility Management Refund	LUA, ARMANDO & ANA VALLEJO	\$13.11		
104929	01/25/2023	Open			Utility Management Refund	MARQUES, GUADALUPE & SOCORRO	\$16.23		
104930	01/25/2023	Open			Utility Management Refund	MARQUEZ, ALMA & VALERIE	\$165.96		
104931	01/25/2023	Open			Utility Management Refund	MATA, MISAEL	\$117.40		
104932	01/25/2023	Open			Utility Management Refund	NARANJO, CARLOS & RAQUEL	\$31.41		
104933	01/25/2023	Open			Utility Management Refund	PADILLA, GUSTAVO & CHRISTINA C	\$136.61		
104934	01/25/2023	Open			Utility Management Refund	PERAZA, JACQUELINE	\$163.49		
104935	01/25/2023	Open			Utility Management Refund	ROMERO, JOSE, G	\$60.61		
104936	01/25/2023	Open			Utility Management Refund	RUANO, LORENZO & MARIA F ACEVEDO	\$231.37		
104937	01/25/2023	Open			Utility Management Refund	SALDIVAR, GEOVANNI, A	\$166.48		
104938	01/25/2023	Open			Utility Management Refund	TOVAR, LESSLY	\$259.31		
104939	01/25/2023	Open			Utility Management Refund	TREVINO MIGUEL & MICHELLE GALLEGOS	\$173.80		
104940	01/25/2023	Open			Utility Management Refund	VARGAS, BRENDA	\$181.72		
104941	01/25/2023	Open			Accounts Payable	TEJEDA, JUAN	\$859.89		
104942	01/27/2023	Open			Accounts Payable	LA POLICE GEAR INC	\$1,637.15		
104943	01/27/2023	Open			Accounts Payable	ARCIGA, CARLOS	\$142.82		
104944	01/27/2023	Open			Accounts Payable	GUTIERREZ, ISAAC	\$236.00		
104945	01/27/2023	Open			Accounts Payable	HIREQUEST LLC	\$1,152.36		
104946	01/27/2023	Open			Accounts Payable	ID WHOLESALER	\$489.15		
104947	01/27/2023	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$102.45		
104948	01/27/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$347.04		
104949	01/27/2023	Open			Accounts Payable	LUMEN TECHNOLOGIES GOVERNMENT SOLUTIONS, INC	\$422.28		
104950	01/27/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$702.47		
104951	01/27/2023	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$152.71		
104952	01/27/2023	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$32,794.80		
104953	01/27/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	\$2,540.00		
104954	01/27/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
104955	01/27/2023	Open			Accounts Payable	AT&T MOBILITY LLC	\$809.61		
104956	01/27/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,383.75		
104957	01/27/2023	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$1,058.85		
104958	01/27/2023	Open			Accounts Payable	BORDER TRADE ALLIANCE	\$10,000.00		
104959	01/27/2023	Open			Accounts Payable	FERRELLGAS, LP	\$0.71		

# Payment Register

From Payment Date: 1/23/2023 - To Payment Date: 1/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
104960	01/27/2023	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$625.00		
104961	01/27/2023	Open			Accounts Payable	LOWE'S HIW, INC.	\$2,436.00		
104962	01/27/2023	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$1,510.00		
104963	01/27/2023	Open			Accounts Payable	YMPO	\$284.97		
Type Check Totals:							\$67,198.56		
63 Transactions									
<b>EFT</b>									
2754	01/27/2023	Open			Accounts Payable	FRUTH GROUP INC	\$110.04		
2755	01/27/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,846.06		
2756	01/27/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$7,097.56		
2757	01/27/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$30,927.50		
2758	01/27/2023	Open			Accounts Payable	KTL&C, LLC.	\$370.06		
2759	01/27/2023	Open			Accounts Payable	MAJCO LLC	\$670.69		
2760	01/27/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$483.43		
2761	01/27/2023	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
2762	01/27/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$241.74		
2763	01/27/2023	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$786.01		
2764	01/27/2023	Open			Accounts Payable	PURCHASE POWER	\$2,020.99		
2765	01/27/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$1,275.00		
2766	01/27/2023	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$242.63		
2767	01/27/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$430.00		
2768	01/27/2023	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$6,659.40		
2769	01/27/2023	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,380.00		
2770	01/27/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,469.42		
2771	01/27/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$425.00		
2772	01/27/2023	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$748.73		
2773	01/27/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$370.06		
2774	01/27/2023	Open			Accounts Payable	USA BLUE BOOK	\$9,382.73		
2775	01/27/2023	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
2776	01/27/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$246.37		
2777	01/27/2023	Open			Accounts Payable	YUMA SUN INC	\$1,138.70		
2778	01/27/2023	Open			Accounts Payable	YUMA TRUCK PARTS	\$50.00		
2779	01/27/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,406.30		
2781	01/27/2023	Open			Accounts Payable	24/7 GET FIT LLC	\$783.00		
2782	01/27/2023	Open			Accounts Payable	AB ROOFING EXPERTS INC	\$20,275.28		
2783	01/27/2023	Open			Accounts Payable	ALSCO, INC	\$323.59		
2784	01/27/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$4,048.46		
2785	01/27/2023	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$104.16		
2786	01/27/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$41.69		
2787	01/27/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$109.24		
2788	01/27/2023	Open			Accounts Payable	CDWG	\$1,135.61		
2789	01/27/2023	Open			Accounts Payable	CENTERLINE SUPPLY WEST	\$2,512.48		
2790	01/27/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$1,057.55		

# Payment Register

From Payment Date: 1/23/2023 - To Payment Date: 1/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
2791	01/27/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$751.60			
2792	01/27/2023	Open			Accounts Payable	CITY OF YUMA	\$29,308.39			
2793	01/27/2023	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	\$580.00			
2794	01/27/2023	Open			Accounts Payable	CSC OF YUMA	\$55.16			
2795	01/27/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$573.75			
2796	01/27/2023	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,260.23			
2797	01/27/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$63.99			
2798	01/27/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$295.00			
2799	01/27/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$160.43			
2800	01/27/2023	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$449.68			
2801	01/27/2023	Open			Accounts Payable	YUMA SUN INC	\$246.00			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							47 Transactions	\$137,397.58		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	\$67,198.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	63	\$67,198.56	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$137,397.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	47	\$137,397.58	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$204,596.14	\$0.00

# Payment Register

From Payment Date: 1/23/2023 - To Payment Date: 1/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	110	\$204,596.14	\$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	\$67,198.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	63	\$67,198.56	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$137,397.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	47	\$137,397.58	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$204,596.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$204,596.14	\$0.00

Karla  
Plascencia  
a

Digitally signed by: Karla Plascencia  
 DN: CN = Karla Plascencia  
 email = kplascencia@sanluisaz.gov  
 C = US, O = City of San Luis, OU = Finance  
 Date: 2023.01.27 15:50:06 -07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. C.

**Meeting Date:** 02/08/2023

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Chicano Arts Collective, Inc. for the Chicano Art Walk event for the fiscal year 2022-2023. **(Ralph Velez, Interim City Manager)**

#### SUMMARY:

**Service:** Chicano Arts Collective, Inc., through Abraham Andrade, has put on a well-attended Chicano Art Walk in the past.

**Amount:** This is the first year the city has entered into an agreement with Chicano Arts Collective, Inc. The City Council has directed staff to budget \$5,000.00 for the Chicano Art Walk for the fiscal year 2022-2023.

Since May 2022, staff has met several times with the Chicano Arts Collective, Inc. Since this is the first year working with this group formally, the contract was delayed in order to work through the terms.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH CHICANO ARTS COLLECTIVE, INC. IN THE AMOUNT OF \$5,000.00.**

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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>	\$5,000.00
<b>BUDGETED AMOUNT:</b>	\$5,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Contractual Services 100-110-80000 \$39,192.81

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

These funds were budgeted for the fiscal year 2022-2023 as Part of Council's List of Contractual Services.

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#### Attachments

Chicano Art Walk  
2022-04-28 Arte En La Calle Request

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**PUBLIC EVENTS CONTRACT**  
*Chicano Art Walk*

This contract ("Contract") is made this \_\_\_\_ day of January 2023, between:

Chicano Art Collective, Inc. 1627 Cesar Chavez Boulevard San Luis, Arizona an Arizona nonprofit corporation ("Collective") and	City of San Luis City Hall 1090 East Union Street (Physical) P.O. Box 1170 (U.S.P.S. mail) San Luis, Arizona 85349 ("City")
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The Collective and City may be referred to individually as the "Party" and collectively as the "Parties."

**SECTION ONE. CHICANO ART WALK EVENTS**

Under the terms and conditions of this Contract, the Collective shall hold in the City of San Luis, Arizona, a Chicano Art Walk in April 2023, or a date before July 1, 2023 ("Events"). The Events shall be free and open to the public. The Events may include artwork displays, music, custom vehicle exposition, or other cultural expressions.

**SECTION TWO. PROMOTION**

The Collective shall advertise and promote the Events and do or cause to be done all other things necessary or advisable to make the Events a success.

**SECTION THREE. ADVERTISING OF THE CITY'S NAME**

The Collective shall cause "San Luis, Arizona," to appear prominently in all advertising and publicity in connection with the Events.

**SECTION FOUR. COMPENSATION AND COOPERATION**

- A. The City shall pay \$5,000.00 to the Collective. Payment shall be made out to the Chicano Art Collective, Inc.
- B. The Collective may seek sponsorships and donations to contribute to successful, well-attended, free Events.
- C. Upon the Collective's request, the City shall make its Parks and Recreation indoor facilities, outdoor facilities, or both available for the

Events as timely coordinated through the Interim City Manager or those the Interim City Manager designates.

D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign. City staff may provide other assistance as timely coordinated with the Interim City Manager or those the Interim City Manager designates.

E. Otherwise, all expenses in any way pertaining to the Events shall be the sole and separate liability of the Collective. The City assumes no financial responsibility of any kind or nature relative to the Events beyond its contributions provided in this Contract.

#### **SECTION FIVE. INABILITY TO PERFORM**

Neither the Collective nor the City shall be liable for a principal performer's failure to appear or perform due to the performer's illness or physical incapacity; or due to acts or regulations of public authorities, labor strike, civil unrest, interruption or delay of transportation, or any other cause beyond the reasonable control of the performer.

#### **SECTION SIX. LIABILITY INSURANCE**

The Collective shall carry proper liability insurance in an amount and with insurance companies acceptable to the City, naming the City as an additionally insured and fully protecting and indemnifying the City from every possible claim for accidents or other liabilities to City's employees and all other persons that might arise in connection with the Events, including preparation for the Events, the Events itself and any acts in any way connected with the Events.

#### **SECTION SEVEN. BOOKS AND RECORDS**

The Collective shall keep accurate and current books showing all disbursements and the purpose of disbursements related to the Events. Such books shall be kept in a place convenient for the City, and the City shall have access to and the right to examine such books at any and all reasonable times.

#### **SECTION EIGHT. COMPLIANCE WITH ALL LAWS**

Each Party agrees that it will comply with all laws, statutes, ordinances, rules, and regulations of any government that affect the performance of this Contract.

### **SECTION NINE. ASSIGNMENT**

The rights of each Party are personal to that Party, and such rights may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

### **SECTION TEN. NO WAIVER**

The failure of either Party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as subsequently waiving any such terms and conditions; but the term or condition shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

### **SECTION ELEVEN. TERMINATION ON DEFAULT**

If the Collective fails to comply with any of the terms and conditions of this Contract, the City may terminate this Contract immediately, in which case the City shall have no further liability or obligation to the Collective

### **SECTION TWELVE. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES**

It is agreed that this Contract shall be governed by, construed, and enforced under the laws of Arizona. The venue shall be in Yuma County, Arizona. If any legal action is filed in relation to this Contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorneys' fees.

### **SECTION THIRTEEN. SEVERABILITY**

The invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid by a court of competent jurisdiction or by operation of controlling legislation, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

### **SECTION FOURTEEN. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either Party except to the extent incorporated in this Contract.

## **SECTION FIFTEEN. MODIFICATION**

Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if placed in writing and signed by an authorized representative of each Party.

## **SECTION SIXTEEN. HEADINGS**

The titles to the sections of this Contract are solely for the convenience of the Parties. The titles of the sections shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Contract.

## **SECTION SEVENTEEN. COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

## **SECTION EIGHTEEN. AUTHORITY**

Each Party has full power and authority to enter into and perform this Contract. The people signing this Contract on behalf of each Party represent that they have been properly authorized and empowered to enter into this Contract. This Contract shall become effective once signed by all Parties.

[Intentionally left blank, signature page follows]

The Parties have executed this Contract in San Luis, Yuma County, Arizona the day and year first set forth above (which is the date of the Last Party's signature).

**City of San Luis, Arizona**

\_\_\_\_\_  
Nieves Riedel, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Chicano Art Collective, Inc.**

\_\_\_\_\_  
Abraham Andrade, Director

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

---

**Chicano Art Collective**

Abraham Andrade, Founder and Creator  
1627 E Cesar Chavez Street  
San Luis, AZ 85349  
(928) 276-8114  
[chicanoartcollective@yahoo.com](mailto:chicanoartcollective@yahoo.com)

28th April 2022

**City of San Luis, AZ**

Interim City Manager, Louie Galaviz  
1090 Union Street  
San Luis, AZ 85349

Dear Mr. Galaviz,

It is with utmost privilege to write to you on behalf of Chicano Art Collective that in turn has brought life to the events of “Arte en la Calle”. The organization's mission is to bring forth a means of displaying a healthy artistic expression to everyone. All ages, all genders, and all forms of expression.

Coordinating and executing events such as these is a large task, but never burdensome in the least to all involved. We, as a community, enjoy the opportunity to serve not only the artists display their “obras”, but also those enjoying the displayed works.

Chicano Art Collective, as a non-profit organization, seeks to serve the San Luis community and become an integral partner in the City’s growth and serve as a point of attraction. With this, the Collective is seeking a \$5,000 donation to put towards its future Arte en la calle events.

The City of San Luis and its staff have done an exceptional job in providing its residents with events and activities. These events are not just limited to those that reside in the City, but have brought forth the attention from others throughout the County and into Mexico. Chicano Art Collective hopes to be an integral partner with the City and highlight the intricate beauty of our bicultural people.

Respectfully,

**Abraham Andrade**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. D.

**Meeting Date:** 02/08/2023

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with the Comité De Bien Estar, Inc. for the Cesar Chavez Life and Legacy Celebrations in March. **(Ralph Velez, Interim City Manager)**

#### SUMMARY:

Service: Although in past years Maria Robles worked informally with the Parks and Recreation Department to put on events during the month of March in San Luis in remembrance of Cesar Chavez his Life and Legacy, this year the Comité De Bienestar, Inc. as a 501(c)(3) non-profit is formally contracting with the city for the events this March. The staff has met several times with Martina Lopez of Comité De Bienestar, Inc and Maria Robles to work on coordinating the events. So, the contract was delayed.

**Amount:** The City Council has directed staff to budget \$10,000.00 for the month of March for Cesar Chavez Celebrations.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH THE COMITÉ DE BIEN ESTAR IN THE AMOUNT OF \$10,000.00 FOR THE CESAR CHAVEZ CELEBRATIONS IN MARCH 2023.**

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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>	\$10,000.00
<b>BUDGETED AMOUNT:</b>	\$10,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Contractual Services 100-110-80000 \$39,192

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

These funds are budgeted for FY 2022-2023.

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#### Attachments



**SECTION ONE. PUBLIC EVENTS CONTRACT**

*Cesar Chavez Celebrations*

This contract ("Contract") is made this \_\_\_\_ day of January 2023, between:

<p><b>Comité De Bien Estar, Inc.</b>  963 East B Street (Physical)  P.O. Box 7170 (U.S.P.S. mail)  San Luis, Arizona 85349  an Arizona nonprofit corporation  (I.R.S. 501(c)(3) Designation ("Bien Estar") and</p>	<p><b>City of San Luis</b>  City Hall  1090 East Union Street (Physical)  P.O. Box 1170 (U.S.P.S. mail)  San Luis, Arizona 85349  ("City")</p>
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Bien Estar and the City may be referred to individually as the "Party" and collectively as the "Parties."

**SECTION ONE. CESAR CHAVEZ CELEBRATIONS EVENTS**

Under the terms and conditions of this Contract, Bien Estar shall hold in the City of San Luis, Arizona, Cesar Chavez Celebrations in the month of March 2023 ("Events"). The Events shall be free of charge and open to the public.

Bien Estar shall advertise and promote the Events and do or cause to be done all other things necessary or advisable to make the Events a success.

**SECTION TWO. ADVERTISING OF THE CITY'S NAME**

Bien Estar shall cause "San Luis, Arizona," to appear prominently in all advertising and publicity in connection with the Events.

**SECTION THREE. COMPENSATION AND COOPERATION**

- A. The City shall pay \$10,000.00 to Bien Estar. Payment shall be made out to Comité De Bien Estar, Inc.
- B. Bien Estar may seek sponsorships and donations to contribute to successful, well-attended, free Events.
- C. Upon Bien Estar's request, the City shall make its Parks and Recreation indoor facilities, outdoor facilities, or both available for the Events as timely coordinated through the Interim City Manager or those the Interim City Manager designates.

- D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign. City staff may provide other assistance as timely coordinated with the Interim City Manager or those the Interim City Manager designates.
- E. Bien Estar shall not use any City-contribution or resources for any Cesar Chavez Celebrations that are by invitation only or any other restriction that would preclude access to the public. Bien Estar shall not charge for any Cesar Chavez Celebration funded or otherwise supported with the City's contribution or resources. If such functions are contemplated, Bien Estar may rent City facilities.
- F. Otherwise, all expenses in any way pertaining to the Events shall be the sole and separate liability of Bien Estar. The City assumes no financial responsibility of any kind or nature relative to the Events beyond its contributions provided in this Contract.

#### **SECTION FOUR. INABILITY TO PERFORM**

Neither Bien Estar nor the City shall be liable for a principal performer's failure to appear or perform due to the performer's illness or physical incapacity; or due to acts or regulations of public authorities, labor strike, civil unrest, interruption or delay of transportation, or any other cause beyond the reasonable control of the performer.

#### **SECTION FIVE. LIABILITY INSURANCE**

Bien Estar shall carry proper liability insurance in an amount and with insurance companies acceptable to the City, naming the City as an additionally insured and fully protecting and indemnifying the City from every possible claim for accidents or other liabilities to City's employees and all other persons that might arise in connection with the Events, including preparation for the Events, the Events itself and any acts in any way connected with the Events.

#### **SECTION SIX. BOOKS AND RECORDS**

Bien Estar shall keep accurate and current books showing all disbursements and the purpose of disbursements related to the Events. Such books shall be kept in a place convenient for the City, and the City shall have access to and the right to examine such books at any and all reasonable times.

#### **SECTION SEVEN. COMPLIANCE WITH ALL LAWS**

Each Party agrees that it will comply with all laws, statutes, ordinances, rules, and regulations of any government that affect the performance of this Contract.

### **SECTION EIGHT. ASSIGNMENT**

The rights of each Party are personal to that Party, and such rights may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

### **SECTION NINE. NO WAIVER**

The failure of either Party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as subsequently waiving any such terms and conditions; but the term or condition shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

### **SECTION TEN. TERMINATION ON DEFAULT**

If Bien Estar fails to comply with any of the terms and conditions of this Contract, the City may terminate this Contract immediately, in which case the City shall have no further liability or obligation to Bien Estar

### **SECTION ELEVEN. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES**

It is agreed that this Contract shall be governed by, construed, and enforced under the laws of Arizona. The venue shall be in Yuma County, Arizona. If any legal action is filed in relation to this Contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorneys' fees.

### **SECTION TWELVE. SEVERABILITY**

The invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid by a court of competent jurisdiction or by operation of controlling legislation, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

### **SECTION THIRTEEN. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either Party except to the extent incorporated in this Contract.

#### **SECTION FOURTEEN. MODIFICATION**

Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if placed in writing and signed by an authorized representative of each Party.

#### **SECTION FIFTEEN. HEADINGS**

The titles to the sections of this Contract are solely for the convenience of the Parties. The titles of the sections shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Contract.

#### **SECTION SIXTEEN. COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

#### **SECTION SEVENTEEN. AUTHORITY**

Each Party has full power and authority to enter into and perform this Contract. The people signing this Contract on behalf of each Party represent that they have been properly authorized and empowered to enter into this Contract. This Contract shall become effective once signed by all Parties.

[Intentionally left blank, signature page follows]

The Parties have executed this Contract in San Luis, Yuma County, Arizona the day and year first set forth above (which is the date of the Last Party's signature).

**City of San Luis, Arizona**

\_\_\_\_\_  
Nieves Riedel  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Comité De Bien Estar, Inc.**

\_\_\_\_\_  
Marco Antonio (Tony) Reyes  
Executive Director



# WE ARE SOMOS

April 28, 2022

Mr. Jerry Sanchez, City Mayor and Council Members City of San Luis, AZ  
PO Box 1170  
San Luis AZ 85349

Dear, Mayor Sanchez and Council Members,

We are Somos, a community-based organization dedicated in supporting the creation of new opportunities, inclusion of social services to our community residents, and cultural programs.

As part our functions the main event for the last 22 years is organize the Life & Legacy of Cesar E. Chavez event done to Honor him and preserve his work done to benefit the farm workers and to keep his legacy to be known by new generations of our community and inspire them to be the new leaders. Every year the event is growing for the better-to-better service our residents.

Besides our traditional event as mentioned above, we do other social services during the year such as but not limited to them.

2022 Angeles de Esperanza/Angels of Hope in December 2022

2023 Three wise men celebration- Provide Rosca de Reyes to participants rabble bicycles to children attending the event. January 2023.

2023 Life & Legacy of Cesar E. Chavez, planning to do March 1, 2023, Proclamation Day & Flag raising, March 9, 2023, Gala Diner, March 25, 2023, Cesar Chavez Parade, March 31, 2023, Mass Expo Leadership, Native Art, and Cultural event. All these events in collaboration with the City of San Luis, Comite de Bien Estar, Walmart, local businesses and other agencies and residents of our community.

During the year will be responding to aid families in hardship in our community.

We are Somos, thanks the City of San Luis the Mayor, Member Council, and staff in advance for all the years of assistance

Our request to the City of San Luis is \$9,000.00 as a grant to cover part of the expenses to be done by We Are Somos during year 202-2023.

Our fiscal agent is Comite de Bien Estar Inc. an Arizona Not Profit Corporation.

Sincerely

  
Maria Robles

PO Box 7170 San Luis, AZ 85349  
928-627-8559 Ext. 1300



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. A.

**Meeting Date:** 02/08/2023

**Department Head:** Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

**Submitted By:** Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

**Action Requested:** Motion  
Ordinance

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### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 437. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona repealing San Luis City Code Section 5.15.090 border area taxi vehicle permit and regulations; and providing for severability. **(Glenn Gimbut, Assistant City Attorney)**

- A. Action on Ordinance No. 437 by title only.  
(City Clerk to read Ordinance No. 437 by title only)
- B. Action on Ordinance No. 437

### SUMMARY:

On December 2019, City Council approved and amended City Code Chapter 112, which was later changed to City Code Section 5.15, "Transportation Business Regulations" to provide a border area and a system of issuance and regulation for border area vehicle permits to park at Taxi Stands or a wait at Taxi Waiting Stands within said border area.

As result, San Luis City Code Section 5.15.090 states that each taxicab stopping, standing, or parking at either a border area taxi stand or a border area taxi stand or a border area taxi waiting stand shall be required to have a border area taxi vehicle permit. The permit covers the designated vehicle and cannot be transferred to another vehicle. However, to obtain a border area taxi vehicle permit, an applicant must meet certain requirements. Such requirements include: the taxicab business applying for a border area taxi vehicle permit must have at least five (5) taxicabs registered to their current business, must provide a dispatch service to its taxicabs from a central location, and have an office within the City limits and in a commercial zone.

Also, no more than 35 border area taxi vehicle permit shall be issued by the City and no more than five (5) border area taxi vehicle permits shall be issued to any single taxicab business. The border area taxi vehicle permits are valid only for the calendar year in which they were issued and needed to be renewed the following year.

The proposed ordinance seeks to repeal Section 5.15.090 of the San Luis City Code and remove the border area taxi vehicle permits. By doing so, all taxicab companies, with an active business license, will be able to stop, stand, and park on any border area taxi stand or a border area taxi waiting stand established on any right of way or other public property located within the following area:

1. on the west, the western edge of San Luis Plaza Drive;

- 2. on the south, the border between the United States and Mexico;
- 3. on the east, the eastern edge of Sixth Avenue and
- 4. on the north, the east-west alignment along the northern edge of D Street to the alignment of the western edge of San Luis Plaza Drive.

Finally, any border area taxi vehicle permits paid for calendar year 2023 will be revoked and refunded.

**RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO READ ORDINANCE NO. 437 BY TITLE ONLY.**  
**(CITY CLERK TO READ ORDINANCE NO. 437 BY TITLE ONLY)**

**B. I MOVE TO APPROVE ORDINANCE NO. 437.**

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$840.00  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Business License 100-40100  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

If Ordinance No.437 is approved, we will refund the money for the border area taxi vehicle permits that had already been paid for calendar year 2023. Total refund amount will be \$840.00 (35 permits at \$24.00 per permit).

**Attachments**

Ordinance No. 437  
 San Luis City Code Section 5.15.090



# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 437

**An Ordinance of the Mayor and City Council of The City of San Luis, Arizona, Repealing San Luis City Code Section 5.15.090 Border Area Taxi Vehicle Permit and Regulations; and Providing For Severability.**

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

**Section 1.** San Luis City Code Section 5.15.090 Border Area Taxi Vehicle Permit and Regulations is hereby repealed.

**Section 2.** 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 February, 2023.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# San Luis City Code

Section 5.15.090

Border Area Taxi Vehicle  
Permit and Regulations



# Section 5.15.090

- Each taxicab stopping, standing, or parking at either a border area taxi stand or a border area taxi waiting stand shall be required to have a border area taxi vehicle permit.





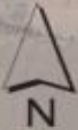
# BORDER AREA TAXI STAND/ TAXI WAITING STAND MAP



Border Area  
Taxi Stand

Relocation of only Border Area Taxi Waiting Stand  
as of 1/22/2020

BORDER AREA TAXI STAND/TAXI WAITING STAND  
BOUNDARY



This map is for informational purposes only. The City of San Luis assumes no liability.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# Requirements

- Transportation business must:
  - Have at least five (5) taxicabs registered to their business
  - Provide a dispatch service to its taxicabs from a central location
    - Available from Monday – Friday at least from 7am to 6pm
  - Have a business office inside the City limits and in a commercial zone
    - Business office shall not be in a residential zone
- No more than 35 border area taxi vehicle permits shall be issued
- No more than five (5) border area taxi vehicle permits should be issued to any single taxicab business

# Proposed Ordinance No. 437

- Repeal Section 5.15.090 of City Code
  - Remove all border area taxi vehicle permits
  - Allow all taxicab companies to be able to use any border area taxi stand or a border area taxi waiting stand established on any right of way or other public property without the need of a border area taxi vehicle permit
  - Any paid border area taxi vehicle permits for calendar year 2023 will be revoked and refunded.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. B.

**Meeting Date:** 02/08/2023

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. **(Ralph Velez, Interim City Manager)**

#### SUMMARY:

As required by Arizona law, judicial contracts must be a minimum of two (2) years in duration. City Council appoints the Magistrate position per San Luis City Code § 2.30.200.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO \_\_\_\_\_.**

**(NO SUGGESTED MOTION AT THIS TIME. CITY COUNCIL MAY MAKE SUCH MOTION AS COUNCIL MAY DESIRE REGARDING THE MATTER LISTED ON THE AGENDA.)**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** See fiscal impact stment  
**BUDGETED AMOUNT:** Yes  
**AVAILABLE AMOUNT TO TRANSFER:** N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Salary and ERE accounts

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

The available budget for this contract is in the salaries line items for the Municipal Court for this fiscal year, since the budget include the position for the full year 2022. The city will budget the position in future fiscal years as needed.

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#### Attachments

Contract

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## EMPLOYMENT AGREEMENT

This agreement is made this \_\_\_\_\_ day of January 2023, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona (“City”), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Juan Manuel Guerrero, referred to in this agreement as Magistrate (“Magistrate”). In consideration of the mutual covenants, agreements, and promises provided herein, the sufficiency of which is expressly acknowledged, City and Magistrate agree as follows:

### SECTION I TERM AND NATURE OF EMPLOYMENT

This Employment Agreement is for a specific and limited duration. The purpose is to provide a Presiding Magistrate for the Municipal Court. The City of San Luis shall employ the Magistrate as the Presiding Municipal Magistrate for a term of two (2) years from the date of execution of this Agreement until February 1, 2025 (the “Agreement Period”).

### SECTION II DUTIES

During the Agreement Period, the Magistrate shall perform the duties of the office as provided by Chapter 2.30 of Title 2 of the City Code and Chapter 4 of Title 22 of the Arizona Revised Statutes.

### SECTION III RATE OF COMPENSATION

- A. The salary of the Magistrate shall be sixty-thousand dollars (\$60,000.00) per year, payable biweekly.
- B. During the Agreement Period, vacation time and sick time shall accrue in accordance with the City of San Luis Personnel Policies for employees in the classified service. The Magistrate shall not be eligible for city employee health benefits.
- C. This employment is for a neutral, objective judicial officer, and the employment is not subject to the will of the Council. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.

### SECTION IV TERMINATION OF EMPLOYMENT

- A. The City Council may not terminate this Agreement except for good cause. Termination “for good cause” includes, but is not limited to, termination for material breach of this agreement by the Magistrate; intentional nonperformance or dereliction of Magistrate’s duties as detailed by this Agreement; judicial misconduct in violation of the Arizona Code of Judicial Conduct as adopted by the Supreme Court of Arizona; any felony conviction; or conviction of a crime of

moral turpitude.

B. The Magistrate agrees to give the City notice of any proceedings before the Commission on Judicial Conduct or any criminal court against the Magistrate during the term of this agreement.

SECTION V  
CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing. The parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge (1) that any statements or representations that either may have made of them to the other are void and of no effect and (2) that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION VI  
WAIVER OR MODIFICATION INEFFECTIVE  
UNLESS IN WRITING

It is agreed (1) that no waiver or modification of this agreement or any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it and (2) that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

SECTION VII  
CONTRACT GOVERNED BY LAW OF  
STATE OF ARIZONA

A. The parties agree (1) that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and (2) that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

C. This agreement shall be subject to the cancellation provisions of ARS §38-511.

In witness whereof, this agreement was duly executed in San Luis, Yuma County, Arizona, on this \_\_\_\_\_ day of January 2023.

\_\_\_\_\_  
Juan Manuel Guerrero

**City of San Luis, Arizona**

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. C.

**Meeting Date:** 02/08/2023

**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. 436. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending and restating the San Luis City Code § 5.05.090 (B) and adding § 5.05.090(C) on Garage Sale business regulation, removing the yearly limitation; repealing any conflicting provisions; providing for severability; and imposing a penalty. **(Kay Marion Macuil, City Attorney)**

- A. Action to Read Ordinance No. 436 by title only  
(City Clerk to read Ordinance No. 436 by title)
- B. Action on Ordinance No. 436

### SUMMARY:

#### Timeline

On September 20, 1979, City Council first established business regulation by Ordinance No. 5.

On May 11, 2005, City Council allowed Garage Sales three (3) times per year per residential location by Ordinance No. 229.

On November 12, 2014, City Council removed a fee requirement for registering Garage Sales by Resolution No. 1077.

On November 24, 2014, City Council increased the number of Garage Sales to four (4) times per year per residential location by Ordinance No. 332.

(The above documents are attached.)

Now the above ordinances are integrated into the San Luis City Code Section 5.05.090(B) which says:  
"Garage sales are limited to three consecutive days conducted no more frequently than four times per calendar year per residential location. Sales of this nature must be registered with the City pursuant to the provisions of SLCC 5.05.10 through 5.05.060. Sales of this nature occurring beyond these limits are prohibited."

#### What Ordinance 436 Does

This ordinance removes the yearly limitation on Garage Sales. However, so that Garage Sales do not turn into commercial enterprises in residential neighborhoods, and for ease of administration and enforcement, the ordinance makes the following changes:

(1) rather than the limitation of three (3) consecutive days allowed four (4) times per year, it has been the experience that Garage Sale registrations are only for Thursdays, Fridays, Saturdays, and Sundays. So the Ordinance limits Garage Sales to those four (4) days of the week.

(2) Currently, the city receives an average of five (5) to ten (10) Garage Sale registrations a week. With

unlimited Garage Sales in a year, there could be a burden on staffing resources without a fee to pay for it. (The Garage Sale registration will continue to be free.) To avoid the potential for too many repetitive registrations, the ordinance allows one registration that will be good through the end of the calendar year.

**RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 436 BY TITLED ONLY  
(THE CITY CLERK READS ORDINANCE NO. 436 BY TITLE)**

**B. I MOVE TO APPROVE ORDINANCE NO. 436 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):**

There is no discernable fiscal impact. The Garage Sale registration will continue to issue free of charge, so there is no projected revenue. It is not expected that more staff will be needed due to this change in Garage Sale regulation.

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**Attachments**

Ordinance No. 436  
1979 Ordinance No. 5  
2005 Ordinance No. 229  
2014 Ordinance No. 332  
Res 1077 No Fee for Garage Sale Registration  
Current City Code Garage Sales  
Current City Code Penalty

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# Ordinance

No. 436

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING AND RESTATING THE SAN LUIS CITY CODE § 5.05.090 (B) AND ADDING § 5.05.090(C) ON GARAGE SALE BUSINESS REGULATION, REMOVING THE YEARLY LIMITATION; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND IMPOSING A PENALTY.**

**WHEREAS**, on September 20, 1979, City Council first established business regulation by Ordinance No. 5; and

**WHEREAS**, on May 11, 2005, City Council allowed Garage Sales three (3) times per year per residential location by Ordinance No. 229; and

**WHEREAS**, on November 12, 2014, City Council removed a fee requirement for registering Garage Sales by Resolution No. 1077; and

**WHEREAS**, on November 24, 2014, City Council increased the number of Garage Sales to four (4) times per year per residential location by Ordinance No. 332; and

**WHEREAS**, the above Ordinances are now integrated into the San Luis City Code ("SLCC");

**WHEREAS**, the City desires to remove the yearly requirement while still regulating the activity to prevent nuisances or commercial activities in residential neighborhoods;

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

**Section 1:** SLCC § 5.05.090(B) is amended and restated to read:

*Garage Sales.* A residential location may conduct a Garage Sale from one (1) day up to four (4) days in a week on Thursday, Friday, Saturday, and Sunday. Garage Sales are prohibited on Mondays, Tuesdays, and Wednesdays. Garage Sales at a residential location must be registered with the City under SLCC §§ 5.05.10 through 5.05.060. Registration is valid until the end of the calendar year, expiring on December 31, no matter when during the year the resident registers. Garage Sales under the City Code are for the occasional sale of used or unwanted items, not a retail sales business or

home occupation. Those wishing to create a business or home occupation must comply with the zoning code regulations, apply for a business license, and comply with all laws. Garage Sales must be conducted lawfully so as not to disturb the peace, cause blockage of neighboring driveways, block traffic, and in all ways abide by the law.

**Section 2:** SLCC § 5.05.090 is appended to add a subsection (C) to read:

Violation of City Code § 5.05.090(B) is penalized by the immediate suspension of the Garage Sale registrant's ability to conduct a Garage Sale for six (6) months, in addition to the penalty for violations described in § 5.05.990.

**Section 3:** In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, 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 4:** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of controlling legislation, such decision or law shall not affect the validity of the remaining portions of this ordinance.

**APPROVED, PASSED, and ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_ day of January 2023.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM**

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

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

AN ORDINANCE OF THE TOWN OF SAN LUIS, ARIZONA, PROVIDING FOR A BUSINESS LICENSE TAX; SETTING FORTH PROVISIONS FOR ISSUANCE OF LICENSE, PAYMENT, POSTING OF LICENSE, TRANSFERABILITY OF LICENSE, EXEMPTION, FEES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE TOWN COUNCIL OF SAN LUIS, ARIZONA, AS FOLLOWS:

Section 1 License Required

It is unlawful for any person to carry on any trade, calling, professions, occupation or business, specified in this article without having procured a license from the Town of San Luis and complying with any and all regulations of such trade, calling, profession, business or occupation specified in this article.

Section 2 Issuance of License

- A. It shall be the duty of the clerk to prepare and to issue a license under this article for every person, firm, company, or corporation liable to pay a license hereunder, and to state in each license the amount thereof, the period of time covered, the name of the person, firm or corporation for whom issued, the trade, calling, profession, occupation or business licensed, and the location or place of business where said trade, calling, profession, occupation or business is carried on.
- B. In no case shall any mistake of the clerk in stating the amount of a license prevent or prejudice the collection for the town of what shall be actually due from anyone carrying on a trade, calling, profession, occupation or business, subject to license under this article.

Section 3 Payment

- A. All business license taxes shall be paid at the office of the clerk or in such a manner as may be specified by the clerk. Payment of monthly taxes is due on the first day of each calendar month. Payment of quarterly taxes is due on the first day respectively of the months of January, April, July and October. Such licenses

shall expire on the last day respective of March, June, September and December of each year. Payment of the yearly licenses shall be due on the first day of the quarter in which the license is issued.

- B. Quarterly licenses procured during the quarter shall be prorated. Monthly or yearly licenses shall not be prorated.
- C. A separate license must be obtained for each branch establishment or separate place of business in which any trade, calling, profession, occupation or business is carried on. Each license shall authorize the person obtaining such license to carry on, pursue or conduct, only that trade, calling, profession, occupation place of business which is indicated.
- D. Every person engaged in more than one business in the same location for which license fees are hereinafter provided shall pay the fee for the chief business which is engaged at such location.

#### Section 4      Posting of License

Every person, firm, company, or corporation having a license under the provisions of this article, and carrying on a trade, calling, profession, occupation or business at a fixed place of business shall keep such license posted and exhibited, while in force, in some conspicuous part of the place of business. Every person having such a license, and not having a fixed place of business shall carry such license with him at all times while carrying on that trade, calling, profession, occupation or business for which the same was granted. Every person, firm, company or corporation having a license under the provisions of this article shall produce and exhibit the same, when applying for a renewal thereof, and whenever requested to do so by any police officer or by any other officer authorized to issue, inspect or collect licenses.

#### Section 5      Exhibition of License Required

- A. The chief of police shall have and exercise the power to make arrests and to cause complaints to be filed against all persons violating the provisions of this article.

- B. The chief of police or any duly authorized official shall have the power to enter free of charge at any time any place of business for which a license is required by this article, and to demand the exhibition of such license for the current term, from any person engaged or employed in the transaction of any such business, and if such person shall then and there fail to exhibit such license, such person shall be in violation of this code.

Section 6      License Not Transferable

No license granted or issued under the provisions of this article shall be in any manner assignable or transferable to any other person, firm, company or corporation other than is herein mentioned or named, without written consent from the council.

Section 7      Exemption

Any person wishing to sell any form of agricultural produce produced by himself within the town be exempted from paying any license tax hereunder for the privilege of selling such products only. Before receiving the exemption an affidavit of the facts entitling the seller to an exemption must be filed with the clerk.

Section 8      Business License Fees

All businesses, occupations, professions, trades or callings shall pay a license tax of seven dollars and fifty cents per quarter except that:

- A. Circuses, carnivals, theatrical or other similar exhibitions and amusements shall pay a business license fee of one hundred dollars per day.
- B. Each stand, concession or game located in a circus, carnival, theatrical or other exhibition and amusements shall pay a business license fee of one hundred dollars per quarter.
- C. Fortune tellers, clairvoyants, astrologers, palmists and similar undertakings shall pay a business license fee of three hundred dollars per month.

- D. Hawkers and peddlers shall pay a business license fee of twenty-five dollars per quarter.
- E. Itinerant photographers shall pay a license tax of one hundred dollars per quarter.

Section 9      Liquor License Fees

The following liquor license fees shall be paid to the clerk annually:

- |    |  |          |
|----|--|----------|
| A. | To sell beer and wine in containers only and for consumption off premises where sold   | \$100.00 |
| B. | To sell beer and wine only for consumption on premises where sold, which shall include occasional sales in containers for off premises consumption | 100.00   |
| C. | To sell liquors other than beer and wine in original containers for consumption off premises where sold  | 50.00    |
| D. | To sell liquors other than beer and wine for consumption upon the premises where sold  | 120.00   |
| E. | For on-sale and off-sale of liquors of all kinds   | 150.00   |

Section 10      Hours of Business

It is unlawful for any person engaged in, conducting, managing or carrying on the business of pawnbroker, secondhand dealer or junk dealer, or for any agent or employee of any such person to accept any pledge of or to loan any money upon personal property or to purchase or receive any goods, wares, or merchandise or any article of things. It is unlawful to engage in or conduct any such business in any manner whatsoever between the hour of ten o'clock p.m. of any day, and the hour of seven o'clock a.m. of the following day, or to purchase any said articles or things from any minor under eighteen years of age, without permission in writing by the parents of said minor.

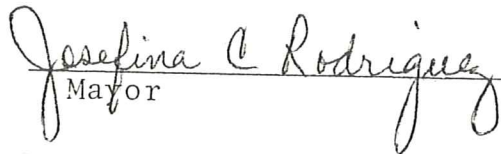
Section 11 Other Businesses

If any person shall engage in, conduct, manage or carry on, at the same time, more than one of the businesses defined and referred to in this article, such person shall be deemed to be engaged in, conducting, managing and carrying on each such business, separate and apart from the other such business. Such person shall comply in all respects with the provisions of this article relating to each such business, and it is unlawful for any such person, firm, or corporation to fail, refuse, or neglect so to do.

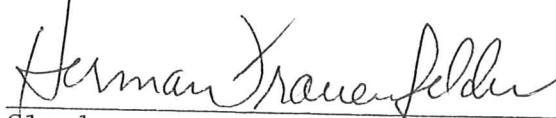
Section 12 Emergency Clause

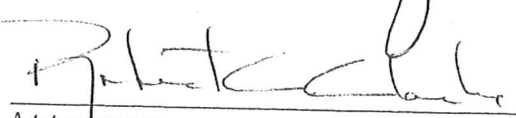
Whereas, it is necessary for the preservation of the peace, health and safety of the Town of San Luis, Arizona, an emergency is declared to exist, and this Ordinance shall become immediately operative and in force from and after the date of October 1, 1979.

PASSED AND ADOPTED by the Common Council of the Town of San Luis, Arizona, this 20th day of September, 1979.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Attorney

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

**OFFICIAL RECORDS OF  
YUMA COUNTY RECORDER  
SUSAN MARLER**



**FEE #: 2005 – 32773**

**07/29/2005 10:19 PAGES: 0012  
FEES: 6.50 8.00 1.00 .00 .00  
REQ BY: CITY OF SAN LUIS  
REC BY: PATTY MAGANA**

The above area is to be reserved for recording information

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**C A P T I O N   H E A D I N G :**

**Ordinance No. 229**



# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## ORDINANCE NO. 229

AN ORDINANCE OF THE CITY OF SAN LUIS AMENDING THE OCCUPATIONAL LICENSE AND MISCELLANEOUS BUSINESS REGULATIONS OF THE CITY; PROVIDING FOR PENALTY FOR VIOLATIONS THEREOF; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

Whereas the City of San Luis pursuant to No. 5, as amended by motion on July 22, 1987, and Ordinance Nos. 57 and 68 adopted provisions establishing a business license tax and certain provisions regulating money exchange businesses; and

Wherefore there is a desire by the City Council to update the regulations and fees adopted with respect to the above referenced ordinances;

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

Section 1: That certain document entitled "Chapter 7-3 Occupational Licenses and Miscellaneous Business Regulations", three copies of which are on file in the office of the City Clerk of the City of San Luis, Arizona, which document was made a public record by a resolution of the City of San Luis, Arizona is referred to, adopted, and made a part hereof as though fully set out in this ordinance.


Section 2: In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

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

**WHEN RECORDED MAIL TO:**  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK

1 32713

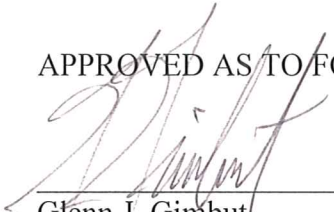
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona,  
this 11<sup>th</sup> day of May, 2005.

  
\_\_\_\_\_  
Guillermina Fuentes, Mayor

ATTEST:

  
\_\_\_\_\_  
Rosalicia Cordova, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Glenn J. Gimbut  
City Attorney

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

## **CHAPTER 7-3 OCCUPATIONAL LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS**

### Section 7-3-1. Definitions.

The term "BOP license" shall mean any business, occupational or professional license required under section 7-3-2.

### Section 7-3-2. License required; exemptions.

- (a) All persons engaging in any business, occupation or profession within the city and operating from a regular place of business within the city, except for those persons specified in subsection (b), shall be required to obtain a BOP license pursuant to this article and to pay an annual license fee. A separate license shall be required for each location of a business, occupation or profession licensed under this article and for each type of business, occupation or profession carried on at a particular location by a licensee.
- (b) The following persons, when engaging in activities subject to the following licensing provisions, shall not be required to obtain a BOP license:
- (1) Any person licensed pursuant to any other article of this chapter or any other provision of this Code;
  - (2) Any person licensed by the state pursuant to title 20, Arizona Revised Statutes, as amended;
  - (3) Any participant at an open-air market or park-and-swap operation, if the operator of such market or operation is licensed pursuant to Section 7-3-10 of this Code;
  - (4) Any person who engages in a business, occupation or profession for which a city license is required only as an employee of or as an independent contractor for another person or entity which holds a city license for such business, occupation or profession.
- (c) It shall be unlawful for any person to engage in any business, occupation or profession for which a BOP license is required without having first obtained such license.

### Section 7-3-3. Application; nonprofit entities.

- (a) An application for a BOP license shall be made on forms furnished by the city.
- (b) Any nonprofit entity which has tax-exempt status under the Internal Revenue Code section 501(c)(3), as certified by the Internal Revenue Service, and which is not exempt from obtaining a BOP license under subsection 21-132(b) is required to obtain a BOP license. Such nonprofit entity shall furnish a copy of its tax-exempt certification with its application, and such entity shall not be charged a license fee.

### Section 7-3-4. Fees.

The license fee for BOP licenses shall be set by resolution. The city may set different license fees for an applicant who has not previously been issued a BOP license for the calendar year in which he or she submits an application and for an applicant who has been issued a BOP license for the calendar year in which he or she submits an application and who is required to obtain a new BOP license due to a change in the location of his or her business or make other amendments thereto.

### Section 7-3-5. Issuance; expiration; renewal.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

(a) Any BOP license shall be valid only for the calendar year in which it is issued. Each such BOP license expires on December 31 of each year and must be renewed on or before January 31 of the following year by paying the applicable renewal fee. The renewal fee must be received by the tax and license manager by January 31 to be deemed timely paid.

(b) Persons whose initial applications for BOP licenses are received by the city after March 31 of any year shall be subject to an initial license fee on a prorated basis as follows:

TABLE INSET:

Business Start Date	Proration of License Fee
April 1--June 30	75%
July 1--September 30	50%
October 1--December 31	25%

The applicable proration percentage shall be applied to the annual license fee set by resolution to determine the initial license fee.

(c) Any person who fails to renew a BOP license by January 31 of any year and who conducts any activity covered by such license after such date shall be deemed to be operating without a BOP license, shall be subject to all penalties imposed under this article against persons unlawfully operating without a BOP license, and shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which the BOP license expired in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new BOP license is issued to such person.

(d) Any person who is required to obtain a BOP license and fails to do so prior to conducting any activity covered by such license shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which such activities commenced in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new BOP license is issued to such person.

Section 7-3-6. Nontransferability.

No BOP license shall be transferable between persons or locations.

Section 7-3-7. Display.

The holder of a BOP license shall at all times display his or her license in a conspicuous place at his or her regular place of business within the city.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

Section 7-3-8. Compliance with other laws.

The issuance of a BOP license by the city shall not be construed as authority to engage in any activity which is in violation of any other law or regulation to which such activity is subject, or to conduct activities on any property in violation of the zoning ordinance.

Section 7-3-9. Itinerants and Garage Sales

(A) *Itinerants.* Itinerant businesses shall be conducted only in those zoning districts within which that type of business activity is permitted according to the Zoning Code, and only in conjunction with an established resident business.

(B) *Garage sales.* Garage sales are limited to three consecutive days conducted no more frequently than three times per year per residential location. Sales of this nature occurring beyond these limits will be prohibited.

Section 7-3-10. Swap Meets and Fairgrounds.

(A) As used in this subchapter, **SWAP MEET** means a place of commercial activity, popularly known as a swap meet or flea market, which is:

(1) Open to the public for the purchase of merchandise on the premises;

(2) Available to the public who contract with the swap meet proprietor to sell merchandise on the premises, whether such sellers or vendors are in the business of vending or are making casual sales or some combination thereof;

(3) Composed of 100 or more stalls, stands or spaces allotted to vendors, at least one of whom does not occupy the same allotted space or spaces on an uninterrupted continuous daily basis.

(B) It shall be the responsibility of the swap meet proprietor, and not individual vendors, to obtain the license required by this chapter. Swap meet vendors are not required by this subchapter to obtain a city business license. A **SWAP MEET PROPRIETOR** is any person who rents, sells, donates, or otherwise makes available to swap meet vendors any space within premises owned or controlled by the proprietor for the purpose of a swap meet sale. The swap meet proprietor shall make available to the city, upon reasonable notice, records containing names, addresses, and Arizona transaction privilege numbers of all vendors.

(C) **FAIRGROUNDS.** As used in this subchapter, shall refer to a county fair pursuant to A.R.S. § 11-258 or successors. The fairground proprietor shall send to the city, on a quarterly basis, a list containing the names, addresses, and Arizona Transaction Privilege numbers of all vendors.

Section 7-3-11. Definitions

WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK

(A) For the purposes of this subchapter, the words *RETAIL MERCHANT* or *WHOLESALE MERCHANT* shall mean and include all persons who, at a fixed place of business, sell goods, wares or merchandise at retail or wholesale or on commission, consignment or otherwise.

(B) *MERCHANTS* shall include, but not be limited to:

- (1) Automobile dealers (new or secondhand).
- (2) Automobile accessories.
- (3) Art goods and curios.
- (4) Athletic goods.
- (5) Bakeries (retail or wholesale).
- (6) Books, magazines and stationery.
- (7) Butcher shop.
- (8) Billiards, pool or bowling alleys.
- (9) Boarding houses.
- (10) Cafes.
- (11) Clothing and furnishings.
- (12) Confectioneries.
- (13) Creameries.
- (14) Cleaning and pressing.
- (15) Drug stores.
- (16) Department stores and dry goods.
- (17) Florists.
- (18) Fuel dealers.
- (19) Furniture dealers.
- (20) Grocery stores.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

- (21) Glass and awning.
- (22) Garage (repair or storage).
- (23) Hardware stores.
- (24) Haberdashers.
- (25) Implement stores.
- (26) Job printing.
- (27) Junk dealers.
- (28) Jewelry stores.
- (29) Lumber yards.
- (30) Ladies ready to wear.
- (31) Laundries (power or steam).
- (32) Lunch counters.
- (33) Milk distributors.
- (34) Machine or repair shop.
- (35) Motion pictures.
- (36) Notions.
- (37) Newspaper publishers.
- (38) Office supplies and equipment.
- (39) Plumbing supplies.
- (40) Restaurants.
- (41) Sign or car painting.
- (42) Shoe stores.
- (43) Shoe repair shops.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

- (44) Seed, hay and grain dealers.
- (45) Service stations.
- (46) Secondhand stores.
- (47) Tire dealers.
- (48) Wholesale merchants.
- (49) Water distributors.

(C) **RESIDENT BUSINESS.** A resident business or resident merchant is defined as any person, whether owner or otherwise, who engages in a regular business of selling and delivering goods or providing services from a fixed place of business within the city.

(D) **NONRESIDENT BUSINESS.** A nonresident business is defined as any person whether owner or otherwise who, from a fixed place of business outside the city, consummates a business transaction initiated at that outside fixed location by delivery of goods or provision of services to a customer's location within the city.

(E) **ITINERANT BUSINESS.** An itinerant business is defined as any person whether owner or otherwise, whether a resident of the city or not, who engages in a temporary business of selling and delivering goods or providing services within the city, and who, lacking a fixed location within the city and in furtherance of such purpose, uses any street or other place within the city, for the temporary exhibition and sale of such goods or provision of services, either privately or at public auction. The person so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer or by conducting such transient business in connection with, as a part of or in the name of any such local dealer, trader, merchant or auctioneer.

(F) **SECONDARY LOCATION LICENSE.** A secondary location license is defined as a temporary license of a sales location for a resident business.

(G) **CITY LICENSE TAX COLLECTOR.** As used in this subchapter, **CITY LICENSE TAX COLLECTOR** shall mean the Finance Director, his or her successor, or other city designee, charged with the administration of this subchapter.

(H) **GARAGE SALES.** A garage sale is the sale on residential property of goods typically associated with residential use, conducted by a resident of the property.

(I) **CURRENCY.** Coined money and such banknotes or other money as are authorized by law and that circulate from hand to hand as the medium of exchange.

WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK

(J) **DEALER.** An individual in the act of buying and selling currency or cashing checks or other negotiable instruments for a profit as an ongoing business activity.

(K) **EXCHANGE.** A verbal or written agreement between two or more persons to deliver one currency in exchange for another or exchange a check or other negotiable instrument for cash, money order, cashier's check, or other form of negotiable instrument.

(L) **MONEY EXCHANGE BUSINESS.** A commercial business exchanging currency of one country for that of another or cashing or exchanging a check or other negotiable instrument for cash, money order, cashier's check, or other form of negotiable instrument as an ongoing business activity.

(M) As used in this chapter, **PROFESSIONALS and PROFESSIONAL SERVICES** shall include, but not be limited to, any person engaged in the practice of any of the following, or similar occupations:

- (1) Architect.
- (2) Attorney at law.
- (3) Certified public accountant.
- (4) Chiropractor.
- (5) Dentist.
- (6) Engineer.
- (7) Geologist.
- (8) Medicine.
- (9) Naturopath.
- (10) Optician.
- (11) Optometrist.
- (12) Osteopath.
- (13) Physician.
- (14) Podiatrist.
- (15) Psychiatrist.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

- (16) Psychoanalyst.
- (17) Psychologist.
- (18) Psychotherapist.
- (19) Veterinarian.
- (20) Assayer.
- (21) Private investigator.
- (22) Property manager.
- (23) Real estate appraiser.
- (24) Surveyor.
- (25) Consultant (by whatever definition).
- (26) Stock broker.
- (27) Dance, charm or modeling school consultant.
- (28) Dental and/or medical technician.
- (29) Insurance and travel agent.
- (30) Bailsman.
- (31) Day care center operator.
- (32) Answering service.
- (33) Title company.

The omission herein of a specific professional is not to be construed as evidencing an intent to specifically exclude such profession, business or service from the provisions of this chapter.

Section 7-3-12. Operation of Money Exchange Business

It shall be unlawful for any person engaged in a money exchange business to conduct such business on the streets, sidewalks, or rights-of-way of the city.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

Section 7-3-13. Violation

A violation of any provision of this chapter is a civil offense punishable pursuant to the provisions of 10-3-22 of the City Code. Each and every day that a violation continues shall be considered a separate offense.

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**



# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 332

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING ORDINANCE NO. 229 AND SECTION 110.09.B OF THE CITY CODE REGARDING GARAGE SALES; REPEALING ANY CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY

WHEREAS, the City of San Luis, Arizona has provided for a business license tax pursuant to Ordinance No. 229, said provisions being contained at Chapter 110 of the Code of Ordinances of the City of San Luis ("City Code"); and

Whereas, the City Council of the City of San Luis desires to make changes with regard to the provisions concerning garage sales as they presently appear at Section 110.09.B of the City Code; specific provision within said schedule for garage sales;

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

Section 1: That Subsection 110.09.B of the Code of Ordinances of the City of San Luis is hereby amended to read as follows:

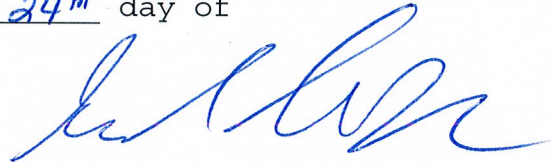
(B) *Garage sales.* Garage sales are limited to three consecutive days conducted no more frequently than four times per calendar year per residential location. Sales of this nature must be registered with the City pursuant to the provisions of Sections 110.01 through 110.06 of this Chapter. Sales of this nature occurring beyond these limits are prohibited.

Section 2: In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superceded,

and replaced, and the provisions of this resolution shall govern.


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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 24<sup>th</sup> day of November, 2014.

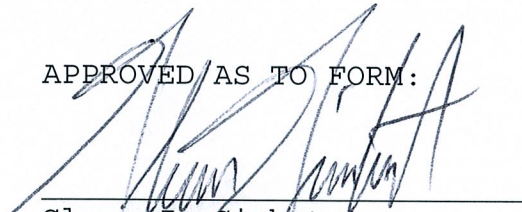


Gerardo Sanchez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Glenn J. Gimbut  
City Attorney

CONFORMED COPY  
2014-25210 RESOLUTION  
11/25/2014 11:29:41 AM Pages: 3 Fees: \$8.00  
Requested By: CITY OF SAN LUIS  
Recorded By: nvasquez  
Robyn Stallworth Poudre County Recorder, YUMA County AZ

**WHEN RECORDED MAIL TO:**

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

The above area is to be reserved for recording information

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**CAPTION HEADING:**

Resolution No. 1077:  
Amending Resolution No. 600 regarding the fee schedule for occupational licenses by  
making provision for garage sales



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1077

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING RESOLUTION 600 REGARDING THE FEE SCHEDULE FOR OCCUPATIONAL LICENSES BY MAKING PROVISION FOR GARAGE SALES; REPEALING ANY CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY

WHEREAS, the City of San Luis, Arizona has provided for a business license tax pursuant to Ordinance No. 229 of the City of San Luis, Arizona, said provisions being contained at Chapter 110 of the Code of Ordinances of the City of San Luis ("City Code"); and

WHEREAS, the City Council of the City of San Luis has established the fee schedule for occupational licenses in Resolution No. 600 of the City of San Luis, Arizona; and

Whereas, the City Council of the City of San Luis desires to make specific provision within said fee schedule for garage sales;

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

Section 1: That Section 1 subsection B of Resolution 600 of the City of San Luis, Arizona is hereby amended to add to the list of specified business the category of Garage Sales which shall read as follows:

Garage sales

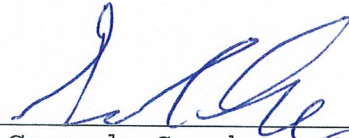
\$0, however all persons conducting a garage sale must be properly registered with the City prior to conducting said sale.

Section 2: Any fee, tax, rate or charge contained in Resolution No. 600 of the City of San Luis, Arizona not specifically amended by this resolution shall remain in full force and effect.

Section 3: In the event of a conflict between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superceded, 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.

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis, Arizona, this 12<sup>th</sup> day of November, 2014.



Gerardo Sanchez, Mayor

**ATTEST:**



Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**



Glenn J. Gimbut  
City Attorney

## **5.05.090 Itinerants and garage sales.**

(A) *Itinerants*. Itinerant businesses shall be conducted only in those zoning districts within which that type of business activity is permitted according to SLCC Title [18](#), Zoning Code, and only in conjunction with an established resident business.

(B) *Garage Sales*. Garage sales are limited to three consecutive days conducted no more frequently than four times per calendar year per residential location. Sales of this nature must be registered with the City pursuant to the provisions of SLCC [5.05.010](#) through [5.05.060](#). Sales of this nature occurring beyond these limits are prohibited. (Ord. 229 § 1, passed 5-11-2005; Ord. 332 § 1, passed 11-24-2014. Code 1982 § 7-3-9. Code 2012 § 110.09.)

**The San Luis City Code is current through Ordinance 430, passed September 14, 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](#)

## **5.05.990 Violation.**

A violation of any provision of this chapter is a civil offense punishable pursuant to the provisions of SLCC [1.05.990](#). Each and every day that a violation continues shall be considered a separate offense. (Ord. 229 § 1, passed 5-11-2005. Code 1982 § 7-3-13. Code 2012 § 110.99.)

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**The San Luis City Code is current through Ordinance 430, passed September 14, 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](#)



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. D.

**Meeting Date:** 02/08/2023

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

**Submitted By:** Manuel Hernandez, Project Manager, Public Works Department

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the purchase of two (2) Huber fine screens, for the East Wastewater Treatment Plant Improvements. **(Manuel Hernandez, Public Works Project Manager)**

#### SUMMARY:

The Department of Public Works and its Wastewater division is seeking Council approval for the purchase of two (2) Huber fine screens. The fine screens are large pieces of equipment that will be needed for the upcoming improvement project at the East Wastewater Treatment Plant. Screens are used in wastewater treatment to remove large solid particles and other materials that may create operational maintenance problems in the treatment system. The two (2) screens have a lead time of 30-40 weeks or approximately 10 months. The screens need to be ordered this month in order to align with the improvement project construction schedule.

The East Wastewater Treatment Plant Expansion project has adequate funding for this purchase. Fine screens are specialized equipment and difficult to source. PACE Engineering our wastewater consultant worked with Huber Technologies out of Denver, North Carolina to spec out the purchase. The quote provided by Huber was \$335,294.00 for the purchase and delivery of both fine screens. The Wastewater Division currently uses Huber screens. It is our plan to streamline our wastewater equipment. This will benefit the city by adding redundancy to our operations, providing ease of use, facilitate maintenance, and allow for availability of supplies.

The Public Works Department is asking for Council approval for this purchase in the amount of \$335,294.00 and to waive formal procurement procedures. This purchase falls under the provisions of City Code 3.05.010 (F) Procedures Waived.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF TWO (2) HUBER FINE SCREENS FROM HUBER TECHNOLOGIES NOT TO EXCEED \$335,294.00 AND TO WAIVE FORMAL PURCHASING 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>	Federal
<b>TOTAL:</b>	\$335,294.00
<b>BUDGETED AMOUNT:</b>	\$335,294.00

**AVAILABLE AMOUNT TO TRANSFER:**

N/A

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

ARPA Revenue Loss Waste

Water Infrastructure

255-021-90052.228 \$5,392,161

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

N/A

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**Attachments**

Huber Screens January 24 2023 Proposal

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SCOPE OF SUPPLY

**San Luis, East, AZ**

**Equipment:**

HUBER Fine Screen ROTAMAT® Ro1 1000/6

Section Number:

Addenda Numbers: No addenda

**Represented by:**

Goble Sampson Associates

John Deogracias

(480) 969-3667

[jdeogracias@goblesampson.com](mailto:jdeogracias@goblesampson.com)

**Regional Sales Director:**

Ronald Maiorana

704-990-2422

[Ronald.Maiorana@hhusa.net](mailto:Ronald.Maiorana@hhusa.net)

**Project Number:** 423816

**Revision:** 0

**Date:** 1/24/2023

## Design Information

Technical Data		
Peak Waste Water Design Flow	3.5	MGD
Max Clear Water Flow Capacity	5	MGD
TSS Concentration	350	mg/L
Screen Type	Bar	-
Screen Basket Spacing	6	mm
Screen Basket Diameter	1000	mm
Screen Width Required	40	inch
Installation type	Tank	-
Screen Angle	35	°
Wash Water Pressure	75	psi
Wash Water Consumption	52	gpm

## Equipment Details

Model	HUBER Fine Screen ROTAMAT® Ro1 1000/6
Quantity	2
Material	304L stainless steel construction; pickled and passivated in acid bath
Screen Design	Bar and rake screen; including shafted screw with integrated maintenance free bearing and inclined auger tube
Screenings Wash	One (1) solenoid valves for screenings wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Spray Bar	One (1) solenoid valves for spraybar wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Press Zone	One (1) solenoid valves for compaction wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Motor Data	2 HP, 480 VAC, 3ph, 60 Hz, S.F. 1.15, Class 1 Division 1
Supports	304L Stainless Steel Construction
Anchor Bolts	M12, 316L, Included

Controls	Two (2) Main Control Panel
Enclosure	NEMA 4X, Stainless Steel
PLC	Allen Bradley Micro 850
HMI	Allen Bradley PanelView Plus 800
Level Sensor	Pressure transducer
Pre-programmed and Factory Tested	

Freight and Startup Services	
3 days and 2 trips	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

## Pricing

Equipment	Model	Quantity	Pricing
HUBER Fine Screen	ROTAMAT® Ro1 1000/6	2	Included
HUBER Standard Control Panel		2	Included
Freight and Startup Services		3 days, 2 trips	Included
<b>TOTAL:</b>			<b>\$309,027.00</b>
<b>Tax 8.5%</b>			<b>\$26,267.00</b>
<b>TOTAL w/TAX:</b>			<b>\$335,294.00</b>

This proposal has been reviewed for accuracy and approved for issue by: AO

## General Notes

1. HUBER Scope of Supply is based on information obtained via email and is HUBER Standard
2. HUBER is in receipt of the following addenda:  
No addenda.
3. All electrical interconnections, motor disconnects, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
4. Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
5. A fully functioning and programmed HMI/PLC will be delivered to site. Screens and symbols used on the HMI are based on HUBER's standard unless otherwise noted. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
6. The Control Panel is based on the specification provided and inclusive to meet the requirements of a Vendor designed panel, whereas the components and the factory testing of the panel will meet HUBER's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panels designs unrelated to the equipment section, including special labeling, testing, or integration have not been included.
7. HUBER Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to HUBER, whether HUBER is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
8. HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. HUBER will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.
9. HUBER's standard submittal documents, programming, testing procedure and O&M documentation are included.
10. All piping to and from the equipment is to be supplied by the installing contractor.

## Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated January 24, 2023.

## Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- 

The Price Quotation is valid through Feb 28, 2023 or until withdrawn by HUBER Technology, Inc. (hereinafter "HUBER"). After expiration of validity HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc. Due to the current volatility of raw materials and shipping HUBER cannot guarantee to hold prices beyond the validity date. HUBER therefore reserves the right to adjust our pricing based on applicable price indexes at time of order.

## Terms of Payment

10% upon delivery of submittals (net 30 days)  
80% upon delivery of equipment (net 30 days)  
10 % upon start-up of equipment (net 30 days)  
No retainage will be withheld on this Project.

## Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

## Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-30 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

## Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

## Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H<sub>2</sub>S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H<sub>2</sub>S < 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

## Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.  
1009 Airlie Parkway  
Denver, NC 28037  
Phone: (704) 949-1010  
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

## Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

### Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

### Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

### Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

### Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

### Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.

## HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE

### 1. ENTIRE AGREEMENT/ORDERS.

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

### 2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

### 3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

### 4. RETAINAGE.

There shall be no retainage under this Agreement.

## **5. TAXES AND OTHER CHARGES.**

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

## **6. DELIVERY.**

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to HUBER caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

## **7. GOODS ACCEPTANCE.**

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

## **8. FIELD SERVICE.**

"Field Service" refers to the services of a HUBER factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

#### **9. SHIPMENT/RISK OF LOSS.**

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

#### **10. GOVERNMENT STANDARDS.**

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

#### **11. LIMITED WARRANTY.**

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

#### **12. EXCLUSIVE REMEDIES.**

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

### **13. LIMITATION OF LIABILITY/INDEMNITY.**

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, include the Exclusive remedies in ¶ 12 and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify HUBER from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

### **14. TITLE.**

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

### **15. WAIVER.**

The failure of HUBER to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

### **16. CHOICE OF LAW.**

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

### **17. DISPUTE RESOLUTION/ATTORNEYS' FEES.**

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

### **18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.**

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. HUBER may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of HUBER. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. E.

**Meeting Date:** 02/08/2023  
**Department Head:** Angel Ramirez, Fire Chief, Fire Department  
**Submitted By:** Angel Ramirez, Fire Chief, Fire Department  
**Action Requested:** Motion

#### ITEM:

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

#### SUMMARY:

Throughout the years, the San Luis Fire Department (SLFD) has been an innovative Fire Department. As the City of San Luis grows, so does the need for public safety. Currently, we have five (5) ambulances on our fleet with one (1) backup unit available. As you may know, vehicles tend to break down or get into accidents. We need to start making this purchase since we had one (1) of our ambulances in an accident. We do not want to get to the summer months and be without an ambulance that can serve as a backup. We have been putting 50,000 miles on every unit every year. We want to stay proactive and always provide the best customer service to our residents.

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

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

The ambulance price will be \$228,900, including taxes.

The San Luis Fire Department wants to utilize the purchasing powers available through the Houston-Galveston Area Council contract #AM10-18 under the authority of the San Luis City Code, Chapter 3.05 Purchasing, Section 3.05.090, Cooperative Purchasing and is seeking council approval.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF THE AMBULANCE AS PRESENTED AND APPROVE THE BUDGET TRANSFER AS STATED IN THE FISCAL IMPACT IN THIS AGENDA ITEM.**

#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** \$228,900  
**BUDGETED AMOUNT:** NO  
**AVAILABLE AMOUNT TO TRANSFER:** SEE FISCAL IMPACT STATEMENT  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** SEE FISCAL IMPACT STATEMENT

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

We are seeking council approval to do a budget transfer of \$233,591 as stated in the table below to complete the ambulance purchase. We are adding a cushion for incidentals or additional taxes.

Project	GL Account	ARPA Project	Budget transfer to:	Budget Transfer from:	Comments
Splunk System Logs/Reporting software	255-021-90050.228	ARPA 03		\$ 13,091	This product was obtained via a subscription.
Communications Tower and Equipment West	255-021-90052.228	ARPA 23		45,000	We have internal resources that can address the need for the tower.
5th and 7th avenue project	255-021-90051.228	ARPA 20		175,500	Project was completed with HURF Funds
Purchase of Ambulance	255-021-90050.228	ARPA 03	\$ 233,591		

#### Attachments

Ambulance quote  
 Build Specs



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



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

One (1) Medix Specialty Vehicles Type I ME 153" on 2022 Dodge 3500 4 x 4 Diesel Powered Chassis, Two Door Standard Cab

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

Description	Qty	Price Each	Extended Price
One (1) Medix Specialty Vehicles Type I ME 153" on 2022 Dodge 3500 4 x 4 Diesel Powered Chassis, Two Door Standard Cab	1	\$214,975.90	\$214,975.90

Chassis VIN Number(s): To Be Determined After Production Start Date

HGAC Fee	1	\$1,000.00	\$1,000.00
<b>Total Purchase Price</b>	<b>1</b>	<b>\$215,975.90</b>	<b>\$215,975.90</b>

**Date Offered: January 19, 2023**

**Two Hundred Fifteen Thousand Nine Hundred Seventy Five Dollars and Ninety Cents**  
**\$215,975.90**

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

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

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

Signature below represents acceptance of above contract and terms:

**City of San Luis**

**Republic EVS**

\_\_\_\_\_  
 Signature Date 1/19/2023

\_\_\_\_\_  
 Signature Date 1/19/2023

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title  
 Director of Sales



**Unit #:**  
**XX-XXXX**

**DEALER:** Republic EVS  
**CUSTOMER:** City of San Luis  
 Street or P.O. Box: 1165 N. McCain Ave  
 City, State, Zip: San Luis, AZ 85349  
 Customer Contact: Angel Ramirez  
 Customer Email: aramirez@sanluisaz.gov  
 Customer Phone #: 928-627-1426  
 Sales Associate: Garrett Adelman  
 Sales Engineer:  
**VIN#:** To be assigned by MEDIX

Received  
 Sent for Approval  
 Rec'd Approved  
 Scheduled  
 GPC Number:

<b>Chassis Model Yr.</b>		<b>2022</b>
<b>MEDIX Model</b>		<b>Metro Express 153 Type I</b>
<b>CHASSIS</b>		<b>RAM 3500, 6.7L I6 Turbo Diesel, 168" WB, 14,000 GVWR 84" CA, 4x4</b>
<b>BODY</b>		<b>153"L x 94" W x 72" Interior Headroom</b>
<b>QTY</b>	<b>STD/OPT</b>	<b>Description</b>
<b>1</b>	<b>16-1000-FD</b>	<b>Chassis &amp; Conversion</b>
	<b>6-8 week lead time</b>	Liquid Spring Suspension Installation by Utility Bodywerks DS99R, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch that Medix will order and install - installed at the Curbside rear door on the wall - "Dump Override" - p/n: MX09166. NOTE: Chassis must have XXS VSIM option and rear fuel tank. 6 - 8 Week Lead Time.
		-
	<b>01-</b>	<b>Flooring &amp; Interior Colors</b>
1	STD	<b>Cabinets:</b> Laminated Wood- (Specify Color) <b>Grey</b>
1	STD	<b>Upholstery:</b> (Specify Color)
1	STD	<b>Color:</b> <b>Black</b> <b>Brand:</b> <b>EVS</b>
1	STD	<b>Flooring:</b> Lonseal - Lonspeck Topseal Twilight Zone SX111
		-
	<b>02-</b>	<b>Body &amp; Chassis</b>
1	STD	This chassis is equipped with a Diesel Exhaust Fluid (DEF) System to meet the EPA Diesel Emissions Standards.
1	STD	<b>Anti-Theft Device:</b> IdleLock Ignition Security System, PN: C-IDLE751-A for RAM 3500/4500/5500 Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	<b>Order Park Brake cable positioning bracket for Dodge per print: 33-104934</b>
1	99-0678D	<b>Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille brackets: FOR DODGE CHASSIS - Bracket #33-105690 LOCATION: FRONT GRILLE AREA</b>
1	200200A	<b>Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module) NOTE: Not for use on MSVII Mods.</b>
1	99-0804	<b>Switching: Power Door Locks, Lock/Unlock rocker switch PN: MX09145 located in the front switch panel to unlock and lock the module doors from inside the cab. NOTE: DODGE Type I Models.</b>

1	STD	<b>Camera System:</b> Surface Mount Back up camera wired to Dodge Chassis Harness and tied into dash display. RSV Systems RVS-MV3IR Camera with RVS-RAM4500 Adapter Plug for RAM 4500 with 16' cable.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.
1	STD	<b>Pass-Thru:</b> With accordion boot - (Sliding polycarbonate close-off is optional).
1	STD	<b>Compartment Lights:</b> Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).
1	STD	<b>Compartment #1 SS Forward:</b> <u>Smooth Aluminum</u> body, <u>ADP interior door panel</u> , O2 "M" cylinder storage for STEEL tank, Door w/rubber socket/nylon ball hold-open.
1	STD	<b>Compartment #2 SS Center:</b> <u>Smooth Aluminum</u> body, <u>ADP interior door panel</u> , Open Storage, Door w/gas strut hold-open and Seat Belt Strap.
1	STD	<b>Compartment #3 SS Rear:</b> Smooth Aluminum body, ADP interior door panel, Mid-height open storage. Door w/gas strut hold-open.
2	STD	<b>Rear Entry Doors:</b> Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	STD	<b>Compartment #4/5 CS Forward:</b> NO body <u>above floor</u> , <u>ADP interior door panel</u> , ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section aluminum body open storage standard. (Optional location for additional battery with roll-out battery tray and removable, latching door.)
1	STD	<b>Curbside Entry Door:</b> Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	99-2688	<b>Electrical: Step, Lippert 24" Single Tread Lite Power Step #353542 mounted below the curbside entry door. There will be a step override switch PN: MX09182 mounted in a single position Positron panel PN: MX01511 installed on the curbside wall above the squad bench just aft of the side entry door. The electric step will automatically extend and retract with side entry door opening/closing.</b>
1	STD	<b>Compartment #6 CS Rear:</b> Smooth Aluminum, Vertical backboard storage w/2 belts. Door w/nylon strap hold-open.
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	<b>Rear Bumper:</b> ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	<b>IV Hangers:</b> (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	<b>Mirrors, OEM:</b> (1) each cab door, (1) on interior windshield
1	STD	<b>Wheel Covers:</b> Stainless steel covers w/Valve Extenders
4	STD	<b>Stone Guards:</b> lower body corners, ADP
1	STD	<b>Kick Plate, Rear:</b> ADP, below rear doors across to corner posts.
1	STD	<b>Rub Rails:</b> C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	<b>Running Boards:</b> Diamond Plate, Type I w/starburst pattern
1	STD	<b>Fender Flares:</b> Black rubber
1	STD	<b>Fuel Fill:</b> Cast aluminum fuel fill bezel.
1	STD	<b>DEF Fill:</b> Stainless steel housing between cab and module
1	STD	<b>Insulation:</b> Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	<b>Insulation:</b> Spray in place foam, FR 2-Part Spray Foam, CP-1000 Kit 200, applied to curbside entry step well and both rear wheel wells
1	STD	<b>Undercoating:</b> Per QVM Guidelines
		-
	<b>03-</b>	<b>Brake, Turn &amp; Back-Up Lights</b>

1	STD	<b>Lights:</b> DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.
1	STD	<b>DOT Marker Lights:</b> TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	300100	<b>Lights: DOT, Brake and Turn, Interior, LED, Under rear overhead cabinet, Two (2) CPI amber marker style wired to turn signals; One (1) CPI red marker style wired to brake circuit.</b>
		-
	<b>04-</b>	<b>Electrical, Power Distribution, Control Center &amp; Interior Lighting</b>
1	STD	<b>Battery Switch, Automatic:</b> TST CDR-400. Located in Electrical Cabinet.
2	STD	<b>Batteries:</b> OEM, under hood
1	STD	<b>Front Console/ Switch Panel:</b> Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
2	STD	<b>Antenna, Radio Coax Cables:</b> Terminated behind driver's seat w/Power & Ground for each
8	STD	<b>Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions.</b>
1	STD	<b>Action Area Light:</b> Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel
1	STD	<b>USB Port:</b> Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	99-0617	<b>Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired w/hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 w/indicator light for ease of access. Mating Connector to be shipped loose. ILOS</b>
1	400160	<b>Inverter: Vanner LSC12-1100- 1100watt w/battery charger and built in GFI. Remote controlled w/switch in rear panel. ILOS NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP90 and 150 MODELS. Location: Standard location</b>
1	99-1955	<b>Electrical: Fan, Mechantronics Fan, (1) Axial 120x25MM 12VDC ventilation fan PN: E1225E12AB-FSR mounted on cabinet door or side wall when any inverter is mounted in an interior, enclosed cabinet.</b>
1	STD	<b>Timer:</b> 5-minute check-out, wired to CS High mode dome lights
1	STD	<b>Breaker Box:</b> 125 VAC w/20-Amp Breaker located in the lower aisle-facing bulkhead cabinet. GFI receptacle located on the Action Area wall.
3	STD	<b>12 VDC Outlets:</b> (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area
3	STD	<b>125 VAC Outlets:</b> Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area
1	STD	<b>Rear Switch Panel:</b> Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	<b>Electrical Cabinet:</b> Located over cabin-module connection w/latching, recessed, vented door
		-
	<b>05-</b>	<b>Warning Lights &amp; Sirens</b>
1	STD	<b>Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY. NOTE: Does not include LED Scene Lights.</b>

		<b>All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.</b>
		<b>Front of Body:</b> Add (7) Whelen 900 Series Super-LEDs- Specify pattern by LED Color (Red or White): (4) Red or (3) White: R-W-R-W-R-W-R Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.
		<b>Sides of Body:</b> (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		<b>Rear of Body:</b> (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
		<b>Brake, Turn &amp; Back-Up Lights:</b> Whelen 600 Series LEDs
		<b>Lights, Warning, Intersection Lights:</b> (2) Whelen LINZ6R Series Red Super-LEDs on front fenders
2	STD	<b>Lights, Warning, Grille:</b> Whelen WIONSMCR Red LED, on center grille bar, w/Clear lenses and flanges.
6	500127	<b>Lights: Scene/Load, Whelen 900 Series Super-LED 9SC0ENZR Gradient Opti-Scenelight™ with chrome flange- ILOS Halogen</b> <b>Specify Locations: (2) CS, (2) SS and (2) Rear</b>
1	STD	<b>Flasher:</b> Dual mode flasher for Warning Light system, <b>Vanner 9860GCPE</b>
2	STD	<b>Siren Speakers:</b> Dual 100 Watt drivers mounted through the front bumper
1	STD	<b>Siren:</b> Whelen 295 SLSA1, 200 Watt
		<b>06- Oxygen, Vacuum &amp; Miscellaneous Items</b>
3	STD	<b>Oxygen Outlets:</b> Quick-connect style, (2) in Action Area, (1) over Squad Bench
1	STD	<b>Suction Aspirator System:</b> Rico disposable container mounted in Action Area w/gauge and quick-connect; SSCOR vacuum pump mounted in lower bulkhead hallway cabinet
1	STD	<b>Oxygen Cylinder Retention:</b> For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	<b>O2 Regulator:</b> Amvex, 50psi, pre-set
		<b>07- AC / Heat</b>
1	99-2617	<b>HVAC System: ProAir, 80 003 091 high capacity, horizontal blow, brushless 916 combination Heat/AC system with multi-speed fan, roof mounted condenser PN: RT-138, rear heat booster pump and digital thermostat control on action area panel. ILOS</b> <b>NOTE: Dodge RAM 4500/5500 Type I Only.</b>
		<b>08- Cabinets, Hardware &amp; Miscellaneous Items</b>
1	STD	<b>Main Streetside Wall Cabinets:</b> Specify desired configuration-
1	STD	<b>Full Wall of Cabinets</b>
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	<b>Action Area Overhead Cabinet:</b> Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.
1	STD	<b>Action Area and Switch Panel:</b> Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.
1	STD	<b>Bulkhead Wall Cabinets:</b> Electrical Cabinet above cabin-module connection w/hinged, latching, vented door.
1	STD	<b>Bulkhead Cabinets:</b> Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door and location for inverter and vacuum pump on floor.

1	STD	<b>ALS Cabinet:</b> Lower section- Locking LifeDefender latch with storage for 747 box, Middle & Upper Section- general storage with non-locking doors and 1-adjustable shelf.
1	99-0511	<b>Cargo Net: Head of squad bench- Type I / III 150/153 Models. Squad Bench to accommodate mounting plate and cover secured to wall structure.</b>
1	99-0798	<b>Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door</b>
1	STD	<b>Squad Bench:</b>
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion except over Sharps/Waste Area.
	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
	3	Stainless steel kick panel along lower face of bench.
1	STD	<b>Sharps/Waste:</b> Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.
1	STD	<b>Cabinet, Rear Overhead:</b> Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door and (2) round SouthCo latches.
1	STD	<b>Technician's Seat:</b> An EVS Rear facing custom contoured, automotive style, high back seat with the Pro-4 seat belt system mounted on an EVS structural steel base. The seat belt system shall include a custom automotive style seat, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area.
1	STD	<b>Seat Base:</b> EVS CB-Side storage base for EVS Technician's Seat
1	STD	<b>Assist Rail:</b> overhead off-center toward Streetside of unit.
3	STD	<b>Grab handles:</b> 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
7	STD	<b>Reflective Striping, Door Open Protection:</b> .50" Red reflective striping around interior door pan of all body doors.
		-
	<b>09-</b>	<b>Cots &amp; Miscellaneous Items</b>
1	99-0726	<b>Cot Mount: Stryker, Power/Performance Load Systems, install floor plate "Only". ILOS 175-4. LOCATION: CENTER NOTE: ME-153, ME-166, MSV-II Models Only.</b>
		-
	<b>10-</b>	<b>Paint &amp; Lettering</b>
1	1000086	<b>Paint: Type 1, Body and Chassis, Custom (2) Color Scheme Color: Red and Charcoal Grey Color Code: Red-PPG FBC 911613 &amp; Charcoal 479 Configuration: Paint entire cab Red except for the roof and A/B pillars. Paint body Red except for top of box, roof and corner caps down over to edges of corner caps to remain Charcoal. See previous photos and prints as charcoal will go where white was on previous units. NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling. NOTE: Previous truck was 20-MH1326 for reference of paint. NOTE: Condenser and shroud to be painted Charcoal to match roof.</b>

1	1000090	<b>Paint: Roof of Module to be different color that rest of Body from lower edge of roof radius up and over around the entire perimeter of the roof.</b> <b>Color: White</b> <b>Color Code:</b> <b>Configuration: Inter roof to be white for heat reflection</b> <b>NOTE: Requires Approved Drawings Prior to submitting order. Paint spray samples must be approved prior to scheduling.</b>
1	99-1098	<b>Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows.</b> <b>NOTE: Module application only.</b>
1	GPX	<b>Graphics Package:</b> <b>5" black reflective stripe installed</b> <b>2) 3/4" black reflective pin-stripe installed</b> <b>Rear Chevron, sides only, 6", 2 color (680-82 ruby red/680-85 black) standard grade reflective installed</b> <b>Lettering and Maltese produced and installed</b> <b>(Most lettering and Maltese quoted as 2 color Avery Engine turn gold with a black reflective outline/shade. Other lettering will be 1 color white or black reflective.)</b>
		-

		<b>SHIP LOOSE</b>
2	STD	<b>Fire Extinguisher: (2) 5 lb.- Ship Loose is Standard</b>
<b>TOTAL ORDER</b>		

I have reviewed this Order and find it to be acceptable and ready to build.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
Customer Signature

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. F.

**Meeting Date:** 02/08/2023

**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:

During the regular meeting on January 11, City Council appointed Ms. Luisa Arreola to the Planning and Zoning Commission with an expiration term of January 31, 2027. Unfortunately, Ms. Arreola had to resign due to a schedule conflict with a previous commitment.

Currently, the following six (6) Commission Members are serving on the City of San Luis Planning and Zoning Commission:

Chairman Marco A. Pinzon  
Vice Chairman Javier Barraza  
Commission Member Hugo Garcia  
Commission Member Veronica Zavala  
Commission Member George Amaya  
Commission Member Ruben Walshe  
Vacant (term expires on 1/31/2027)

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 unexpired term.

We have received the following applications

- Eric Gonzalez
- Angelica Ortiz
- Saul Estrada Gloria

- Jesus M. Carrillo

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

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPOINT \_\_\_\_\_ TO THE CITY OF SAN LUIS PLANNING AND ZONING COMMISSION WITH A TERM EXPIRATION OF JANUARY 31, 2027, TO FILL THE VACANCY CREATED BY LUISA ARREOLA.**

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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**

Eric Gonzalez - Application  
Angelica Ortiz - Application  
Saul Estrada Gloria  
Jesus M. Carrillo- Application  
Luis Huizar - 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: ERIC James Gonzalez Date: 01/24/22

Residence Address: 4028 E SAN DIEGO ST Home Phone: 9286554153

Mailing Address: POBOX#6324 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 5 Years Resided in Arizona 5

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

1) LUISA ARREOLA 2) \_\_\_\_\_ 3) \_\_\_\_\_

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

It would be a great opportunity, for me to make an impact around my community...It would also allow me to really build my networking skills..

**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.

I can commit to 2-3 hours a day. 10-15 a week 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Company	Position	Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

\_\_\_\_\_

\_\_\_\_\_

<b>TOTAL SCORE</b> _____
--------------------------

Personal References, including addresses and phone numbers:

- 1) Luisa Arreola \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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- Inspected finish products to ensure level of quality is maintained.
- Kept record of and analyzed all relevant data.
- Performed training to raise all employees to required level of performance.
- Responded to issues and created solutions.
- Kept records of inventory and placed orders to replenish stock.
- Conducted interviews with potential new hires and made recommendations to higher managers.
- Created reports of manufacturing efficiency and issues for presentation before other managers.
- Ensured all employees are trained and ready for adequate performances.

Maintenance Tech/ Supervisor | AvalonBay Communities | Irvine, CA

January 2012 - February 2016

While working with AvalonBay, I was completing a minimum of 6-8 work orders a day. I was also responsible for the following:

- Adhered to company standards of departmental operational goals.
- Conducted troubleshooting to identify malfunctions in site systems.
- Directed planned and unplanned maintenance.
- Eliminated loss through improvements to operations and protocols.
- Lead team and resolved conflict.
- Inspected and tested machinery to diagnose malfunctions.

Able Body Seaman | MSFSC/ US NAVY | Norfolk, VA

May 2004 - June 2009

## EDUCATION

High School Diploma (General Ed) /Southwest high School, San Diego,CA

HVAC 101 Cert, HVAC 201Cert, Electrical Appliance Cert. CRP/AED Cert and OSHA/EPA

30HR Cert., NAVOSH, Naval Material Handling Cert. Naval Fall Protection Course.

Member of AFGE/UNION STEWARD.



**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: Amelica Ortiz Date: 1/14/2023  
Residence Address: 504 N. 4th Drive Home Phone: 928-271-4924  
Mailing Address: PO BOX 5073 Alternatate Phone: 928-627-8995

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 14 Years Resided in Arizona 53

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?

As a resident of San Luis, AZ and due to my real estate experience, I believe I can serve on the planning and zoning board. My past construction experience helps me understand the many concepts involved in this area. I would also like to be informed of the city's current and future growth.

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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.

Approximate 4 hours every two weeks.

**\*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>
	<b>Low</b>		<b>High</b>			

<b>School</b> <u>AWC</u>	<b>Degree</b> <u>Administrative Accounting</u>	<b>Year</b> <u>2010</u>
_____	_____	_____
_____	_____	_____

**Work Experience:**

<b>Company</b> <u>RC Fueling Company</u> <u>J.C. Realty LLC</u> <u>Sahara Development Properties</u>	<b>Position</b> <u>Manager</u> <u>Real Estate Agent</u> <u>Managing Member</u>	<b>Dates</b> <u>12/12 to Current</u> <u>12/18 to Current</u> <u>3/2007 to 4/2008</u>
_____	_____	_____

**Civic Involvements:**

<b>Organization</b> <u>J.C. Realty</u> <u>Sahara Motorsports</u> <u>Arco Iris</u>	<b>Position</b> <u>Real Estate Agent</u> <u>Coordinate Events</u> <u>Parent Coordinator (Church)</u>	<b>Dates</b> <u>12/2018 to Current</u> <u>12/2021 to Current</u> <u>11/2011 to 7/2014</u>
_____	_____	_____

**Additional Qualifications:**

I help residents in the community by filling out forms, translations, or their mail.

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

**Personal References, including addresses and phone numbers:**

- 1) Eduardo Vasquez 489 Main Street San Luis Ar 928-627-2120
- 2) Patricia Zavala 2206 N. David Riedel Blvd San Luis Ar 928-941-5838
- 3) Ann Apudaga 1634 N. Leonardo Ar San Luis Ar 928-919-2018

[Signature] \_\_\_\_\_ 1/19/2022 \_\_\_\_\_  
Applicant Signature Date

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

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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)

RECEIVED

2023 JAN -1 P 4:46

Name: Saul Estrada Gloria

Date: CITY OF SAN LUIS OFFICE OF THE CITY CLERK

Residence Address: 229 Adobe St.

Home Phone: 928-446-6372

Mailing Address: Saul\_e21@hotmail.com

Alternate Phone: \_\_\_\_\_

The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live within the corporate limits of the City of San Luis?  Yes  No  
Years Resided in San Luis 21 years Years Resided in Arizona 21 years

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

- 1) Economic Development Commission
- 2) Planning & Zoning
- 3) Building Board of Appeals

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

I am interested because I want to get involve in the community and keep living in San Luis for many years has provided me with the knowledge of the community needs. In my current role I am part (member) of five committees/councils where we implement policies and procedures for better patient care. I've been involved in reviewing policies and approving documents. I have the experience of expectations as a voting member, and abiding to rules and regulations.

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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.

I work M-F from 8am-5pm, but also have a very flexible schedule whereas I can accommodate my time as needed. I can commit 6 to 8 hours a week, open as needed during weekends.

**\*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>	1	2	3	4	5
	Low					High

School	Degree	Year
ASU O'Connor College of Law Arizona State University	MLS Business law Political Science BA - Minor Project Management	Present - 8/2024 2022
Penn Foster College	Physical Therapy Aide Diploma	2015
Arizona Western College	Associate's Degree	2015

**Work Experience:**

Company	Position	Dates
Yuma Regional Med. Center	Compliance Administrator Document Control Associate Supply Chain Technician Environmental Service Tech.	4/6/2015 - Present

**Civic Involvements:**

Organization	Position	Dates
San Luis Film Festival	Director of Programming volunteer staff	11/2017 - 11/2021

**Additional Qualifications:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Personal References, including addresses and phone numbers:

- Antonio Carrillo 928-246-5212
- Heather Armour 252-622-0139
- Andres Muro 928 287 9755

San Luis \_\_\_\_\_  
Applicant Signature Date

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## **SAUL ESTRADA**

229 Adobe St. San Luis, AZ | Phone: 928-446-6372 | saul\_e21@hotmail.com

### **Skills**

- Policies and procedures
- ISO 9001:2015
- NIAHO Standards
- Data Entry
- Compliance and Regulations
- Implementation
- Interpersonal Skills
- MS Office Suite
- Organizational Skills
- Project Management
- Word Press

### **Education**

#### ***Arizona State University***

Master of Legal Studies – Emphases Business Law – (Present)

#### ***Arizona State University***

BA Political Science – Minor in Project Management

#### ***Arizona Western College***

Associate in General Studies

#### ***Penn Foster Career School***

Physical Therapy Aide Career Diploma

### **Experience**

#### ***Compliance Administrator***

*Yuma Regional Medical Center – (10/22 – Present)*

- Monitors the compliance and/or non-compliance of specific programs and related activities on a continuing basis, taking appropriate steps to improve their effectiveness and compliance levels.
- Manages the Compliance programs for compliance and identifying risks and elevating to management where compliance issues are present.
- Organizes and maintains records and documentation as required by regulatory agencies.
- Maintains and manages the Compliance systems (MediTract, Compliance 360); provides efficient, effective management for dedicated systems.
- Renews/Amends contracts after General Counsel reviews and signs them off.
- Train end users on the Compliance systems and create user guides, manuals, and instructions.
- Educates staff with the creation of consents and procedures.
- Knowledgeable with AzHHA Consent Manual.
- Performs orientation presentations to new employees and volunteers for Corporate Compliance information
- Provides additional Compliance education as required.

#### ***Document Control Associate***

*Yuma Regional Medical Center – (06/2021 – 10/2022)*

- Coordinating with Corporate Compliance to organize, manage, and maintain internal and external documents.
- Assists with accreditation visits and serving as a scribe during on-site survey visits.
- Assists document owners with Compliance 360 training.
- Abide to the standards to be compliant with accreditation.

- Assists with the application of ISO 9001:2015 and DNV NIAHO Standards throughout organization leaders.
- Performs readiness rounds and meets with leaders to establish relationships and serve as a resource.
- Collaborates with all departments to develop, revise, and submit documents to our document management system.
- Creates user guides, presentations, and run reports to present at multiple committees and councils.
- Policy, procedure, and guideline revisions.

### ***Supply Chain Technician I & II***

*Yuma Regional Medical Center – (04/2017 – 06/2021)*

- Routinely inventory checks, expiration, rotation of supplies.
- Verified and closed purchase order appropriately.
- Trained end users on the Infor navigation.
- Maintained records of purchase orders and pending orders.

### ***Equipment Supply Assistant***

*Yuma Regional Medical Center – (1/2016 – 04/2017)*

- Emergency department runner.
- Prepared rooms for critical care.
- Keep track of equipment for patient care and have it on standby.
- Performed safety rounds.

### ***Environmental Services Technician***

*Yuma Regional Medical Center – (4/2015 – 01/2016)*

- Performed janitorial services throughout the organization.
- Sterilized OR rooms.

### **Leadership Development**

***Dale Carnegie Training***

### **Volunteer**

***San Luis Film Festival***

- Director of Programming - (11/2017 – 11/2021)



**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: December 14, 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Monday thru Thrusday 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 \_\_\_\_\_

  
 \_\_\_\_\_  
 Applicant Signature

  
 \_\_\_\_\_  
 Date

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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)

RECEIVED

2023 FEB -7 PM 12:10

DEPT OF PLANNING & ZONING  
CITY OF SAN LUIS, AZ

Name: Luis H. Huizar Jr Date: Feb. 07 2023  
Residence Address: 1479 N Arden Ave Home Phone: 928-502-9559  
Mailing Address: PO Box 3471 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 20 Yrs Years Resided in Arizona 35 Yrs

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

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

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

I was born in Yuma, AZ and raised in San Luis, AZ. I left after high school graduation to pursue a degree at the University of Arizona. I returned to San Luis in September 2021 and would like to become involved with the city's initiatives to help improve the quality of life of residents and the community's infrastructure. I believe I can add value to the committee based on my education and extensive work experience in construction, engineering, water distribution systems, closure planning, electronics, and quality improvement.

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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.

I can dedicate 2 to 4hrs per week or 10 - 16hrs per month.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*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>
University of Arizona _____	Ph.D. Environmental Engineering	May 2022 _____
University of Arizona _____	M.S. Environmental Engineering	December 2012 _____
University of Arizona _____	B.S. Chemistry _____	December 2010 _____

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

<b>Company</b>	<b>Position</b>	<b>Dates</b>
SRK Consulting _____	Consultant _____	June 2014 - Present _____
University of Arizona _____	Graduate Research Assistant _____	Dec 2010 - March 2017 _____
See Resume for additional experience _____	_____	_____

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

<b>Organization</b>	<b>Position</b>	<b>Dates</b>
Yuma County Chamber of Commerce _____	Member _____	August 2022 - Present _____
Dia del campesino 2022 _____	Sponsor/ Volunteer _____	Dec 2022 _____
San Judas Tadeo Catholic Church _____	Volunteer/Youth group leader _____	2000 - 2006 _____


<b>Additional Qualifications:</b>
-----------------------------------

I am currently serving as a health and safety manager for my current employer, SRK Consulting. During my graduate studies, I was a GK12 fellow assisting teachers from elementary to high school adapt real world problems and implement them into the education system in classrooms.

<b>TOTAL SCORE</b> _____
--------------------------

Personal References, including addresses and phone numbers:

- 1) Rogelio Martinez, 415 N Henry Chavez Ct, PO Box 1175 San Luis AZ, 928-627-1627 \_\_\_\_\_
- 2) Jennifer Villalobos, 4455 E Cameblack Rd Suite d-150, Phoenix AZ, 85018, 928-503-9746 \_\_\_\_\_
- 3) Tomas Navarro, 2533 E Houston Ave, Gilbert, AZ, 85234 , 928-580-2810 \_\_\_\_\_

 \_\_\_\_\_ 02/07/2023 \_\_\_\_\_  
 Applicant Signature Date

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# LUIS H. HUIZAR JR, PH.D., M.S.

CONSULTANT (ENVIRONMENTAL ENGINEERING)

**P** 928-502-9559

**E** Lh.huizar@gmail.com

**A** 1479 Arden Avenue  
3471,  
San Luis, AZ, 85336

**W** <https://www.linkedin.com/in/luis-huizar-7b63bba3/>

## SUMMARY

Luis Huizar has broad experience from his time as an undergrad, graduate student, mining consultant and owner of a micro urban farm start-up. He has worked in research laboratories at the University of Arizona as a graduate student, a NASA Space Grant intern and advisor for over 10 years. He has participated in design and implementation of decision support models in the upper San Pedro River in Arizona as well as in the development and application of sustainability, resilience and robustness metrics. His doctorate work focused on sustainability in the Colorado river and the statistical analysis of current climate and historical projections for future water availability. While completing his graduate studies, he minored in Chemistry with a focus in analytical chemistry electronics.

At SRK Consulting, he has worked in the mining field as an Environmental Engineer focusing on water management, telemetry and data management. He has extensive knowledge of the Mexican and American water quality standards and has managed multiple groundwater, surface water and civil construction projects focusing on water administration and telemetry systems. His current expertise focuses on managing data acquisitions, processing and analysis. These areas include set up of databases and storage programs followed by data analysis using Microsoft Excel, Power Query, Power BI and SCADA systems. His management project skills include coordination with third-party companies, safety reviews and budget management.

## EXPERIENCE

### April 2022 – Present

Co-Founder/Roaster/CFO – Colorado River Valley Roasters, San Luis, AZ

- Manage a micro roaster that focused primarily on roasting services for commercial clients.
- Manage inventory, accounting and invoicing
- Develop roast profiles, process and package materials
- Incorporate suitable practices into business including use of renewable energy and use of fair trade coffee.
- Conducted cost analysis for new products, calculated new product pricing and projections, and managed running cash flows.
- Used PowerBI to analyze and predict future growth, profits, and sales.

## EDUCATION

**Ph.D.**, Environmental Engineering  
University of Arizona – Graduate  
minor in Chemistry (Analytical  
Electronics Focus), May 13, 2022

**M.S.**, Environmental Engineering  
University of Arizona, 2012

**B.S.**, Chemistry, University of  
Arizona, 2010

## PUBLICATIONS

Huizar, Luis H., Lansey, K., Arnold, R.G.,  
“Sustainability, Robustness and Resilience  
Metrics for Water and Other Infrastructure  
Systems”, Sustainable and Resilience  
Infrastructure. 2018

Huizar, Luis H., Salguero M., 2015 “Use of  
Telemetry for Remote Monitoring of Water  
Use. Brackish Water Exception to  
CONAGUA’s Artículo 224, Fraccion VI, de la  
Ley Federal de Derechos. XXXI Convención  
Internacional de Minería

Huizar, Luis H.D. Kang, K. Lansey, 2012  
“Scenario Based Water Resources  
Management Using Sustainability indicators”.  
2012 World Environmental and Water  
Resource Congress

Huizar, Luis H., D. Kang, K. Lansey, 2012 “A  
Decision Support System for Sustainable  
Urban Water Supply”. 2011 World  
Environmental and Water Resource Congress

## LANGUAGES

English

- Fluent (read and write)

## May 2017 - Present

Consultant – SRK Consulting (U.S.), Inc., Tucson, AZ (assumed a variety of responsibilities within the organization as a mining consultant)

### Field Manager

- Project field management including plan design, budgeting and field oversight for third-party contractors (earthwork, drilling and other consultants) to meet mine project needs.
- Follow engineered field plans and modify them as required to receive necessary approvals and to complete projects.
- Monitor budgets, task management and daily reporting to provide daily updates to clients.
- Schedule site personnel, assist with travel and construction logistics.

### Telemetry, Electronics and Data Management

- Select and program dataloggers and PLC's for remote data acquisition and control.
- Select and install sensors from different manufacturers for data collection and process controls. Data collection and communications protocols used include Modbus RTU, Modbus TCP/IP, 4-20ma and SDI-12.
- Design custom dashboards, (client defined including Campbell Scientific and PowerBI for visualizations) provide graphical and tabular views, and downloadable queries.
- Integrate data system into internal SCADA system and relay to internal and regulatory VPN systems.
- Custom set up of automated remote data acquisition using http, TCP/IP and blob storage.
- Automate data ingestion, processing, and controls for traceable QC process.
- Automate acquisition and integration of disparate data streams into a single unified report.
- Process flow data and correlate to rain, snowfall and basin areas.
- Hydraulic assessment of surface water channels and creeks.
- Design and construct of control sections for high-accuracy of flash flood storm flow monitoring.
- Work directly with hardware and software companies for product development, beta testing and pricing, including Campbell Scientific and RST Instruments/Terra Insights.

## December 2012 – March 2022

Graduate Student/Ph.D. Candidate – University of Arizona, Tucson AZ

- Researched sustainability in the Lower Colorado River Basin based on predicted drought.
- Determined the possibility of changing current operating rules for water release in both Lake Mead and Lake Powell reservoirs.
- Created sustainability metrics that can be used in different engineering fields.
- Created model in Matlab to determine the sustainability of predicted scenarios. Calibrate MATLAB model to USBR's model coded in RiverWare.
- Wrote original research articles.

## March 2019 – December 2022

Co-Founder/CFO – Martha's City Farm, Tucson AZ

- Managed a small business that focused primarily on providing eggs and produce to a local community.
- Development projects focused on sustainability and decreasing carbon footprint such as decreasing transportation footprint, use of high-density crops, seasonal crop rotation to maintain soil fertility and composting to minimize trash production.
- Incorporated solar power and water reuse practices for crop growth and cleaning. Used automation to improve plant watering efficiency.

Spanish

- Fluent (read and write)

## SOFTWARE

Proficient

- Microsoft Office Suites (Word, Excel, Outlook etc.)
- AutoCAD Civil 3D
- MATLAB
- MOBUSPoll
- Power BI
- Power Query
- Google Earth
- Campbell Scientific Software Suites

Win-Situ 5

Knowledge Of

- Dax Studio
- Arduino
- R
- EQuIS
- WinSCP
- LabView
- RiverWare
- PowerSim
- Adobe Dreamweaver

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- Conducted cost analysis for new products, calculated new product pricing and projections, and managed running cash flows.
  - Used PowerBI to analyze and predict future growth, profits, and sales.

#### **June 2015 – May 2017**

Staff Consultant – SRK Consulting (U.S.), Inc., Tucson, AZ

##### **Environmental Engineering**

- Audited laboratory techniques utilized for metal analysis.
- Determined use of new instrumentation and techniques required for environmental studies.
- Designed custom laboratory methods to meet environmental compliance requirements in Mexico.
- Conducted yearly and monthly water well monitoring compliance, analyzed and compiled laboratory data for compliance.
- Conducted geotechnical investigation of active tailings using cone penetration tests (CPT) with pore pressure dissipation testing (PPD).
- Conducted tests using Hydraulic Permeability Testing (HPT) and seismic testing including Shear and Compression waves.
- Developed newly drilled wells for ground water quality use.
- Assisted with well hydraulic testing plan and pump requirements.

##### **Instrumentation and Data Management**

- Selected and programmed dataloggers and PLC's for mining and environmental applications.
- Selected telemetry modules including radio (Point-to-point, mesh, etc) and cellular options for remote monitoring and data acquisition.
- Conducted hydraulic assessment of surface water channels and creeks.
- Designed and supervised construction of control section for high-accuracy storm flow monitoring.
- Selected and installed flumes, automatic crest gauges and flowmeters.
- Managed remote data collection.

#### **June 2014 – June 2015**

Intern – SRK Consulting (U.S.), Inc., Tucson, AZ

- Assisted with ground and surface water sampling for regulatory compliance.
- Assisted with sampling equipment installations and maintenance.
- Selected and installed surface water monitoring instrumentation.
- Designed mining water balance model.

#### **Dec 2010 - March 2017**

Graduate Research/Teaching Assistant – University of Arizona, Tucson AZ

- Taught two sessions of general chemistry per semester.
- Conducted research on ground water sustainability based on scenario planning.
- Analyzed sustainability metrics and their application to the Tucson Active Management Area.

#### **Aug 2010 – May 2011**

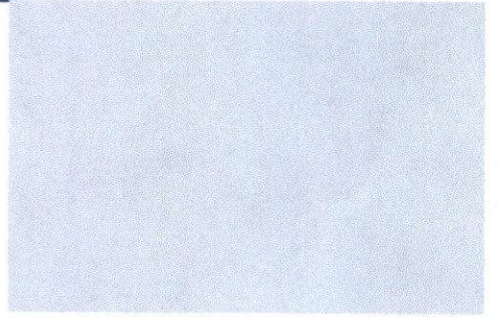
NASA Space Grant Advisor – University of Arizona, Tucson AZ

- Designed a model with multiple water sources and multiple users adding numerical index values to determine Reliability, Resilience, Vulnerability and Sustainability.
- Used a decision support system and implemented sustainability parameters to allow the comparison of multiple water systems, different water sources and hydrology (like climate variability).

#### **Aug 2009 - 2010**

NASA Space Grant Intern – University of Arizona, Tucson AZ

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- Focused on adjusting, editing and adding parameters to determine the sustainability of the Upper San Pedro River.
  - Optimized a model to match current and new data by adding variables to increase user input.
  - Added climate variability to allow groundwater level changes to be predicted in different climate scenarios.
  - Worked with PowerSim, Adobe Dreamweaver, Microsoft Office, amongst other programs.
  - Translated a website from English to Spanish.





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. G.

**Meeting Date:** 02/08/2023

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion on any and all matters regarding the appointment of a City of San Luis Representative to the Yuma Metropolitan Planning Organization. **(Ralph Velez, Interim City Manager)**

#### SUMMARY:

Currently and for the past two (2) years, Council Member Matias Rosales is serving on the Yuma Metropolitan Planning Organization (YMPO). Council Member Maria Cecilia Cruz has expressed interest in serving on this board.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPOINT \_\_\_\_\_ TO THE YUMA METROPOLITAN PLANNING ORGANIZATION.**

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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):**

There is no fiscal impact associated with this item.

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

9.

**Meeting Date:** 02/08/2023

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

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

**Action Requested:** Motion

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#### ITEM:

#### EXECUTIVE SESSION

#### Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A), subsection (3)

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A), subsections (3) on any and all matters relating to discussion or consultation for legal advice with the attorney or attorneys of the City regarding elected officials responsibilities. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

City Council can be properly advised by holding an executive session for the purposes described in the agenda item.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431(A) SUBSECTIONS (3).**

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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):**

The fiscal impact does not apply to this agenda item because, under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted during an executive session and there is no fiscal impact associated with this item.

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