



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 22, 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, 22 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



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 22, 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. CONSENT AGENDA

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

5. A. MINUTES OF

- Special Council meeting held January 25, 2023

5. B. Disbursements from February 2, 2023 to February 13, 2023

Total disbursements \$1,163,555.05

(One Million, One Hundred Sixty-Three Thousand, Five Hundred Fifty-Five Dollars and Five Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** 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. **(Kay Macuil, City Attorney)**
- 6. B.** Discussion and possible action on any and all matters regarding the contract with the Comite De Bien Estar, Inc. for the Cesar Chavez Life and Legacy Celebrations in March. **(Kay Macuil, City Attorney)**
- 6. C.** Discussion and possible action on any and all matters regarding the appointment of a Trustee to the Employee Benefit Trust due to the expiration of the first of three possible five-year terms of Trustee Gustavo MacGrew. **(Adela Cortez, HR Director)**
- A. Action (by Mayor only) to nominate one (1) Trustee.
B. Action by City Council on the recommendation.
- 6. D.** Discussion and possible action on any and all matters regarding Resolution No. 2254. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the City of San Luis Personnel Policies § HR-3-03(L) for additional compensation for reassignments to become effective the date of reassignment rather than after 90 days of the effective date; repealing any conflicting provisions; and providing for severability. **(Adela Cortez, Human Resources Director)**
- 6. E.** Discussion and possible action on any and all matters regarding the City of San Luis Public Works accepting professional services proposal from Nicklaus Engineering Incorporated for the Re-design, Bidding Assistance, and Construction Administration of the Co. 22nd and 4th Ave intersection improvements to include dual turn lanes and traffic signals. **(Manuel Hernandez, Public Works Project Manager)**
- 6. F.** Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract for the Co. 24th Street Between Avenue H to Avenue F 1/2 Project. **(Manuel Hernandez, Public Works Project Manager)**

7. SUMMARY OF CURRENT EVENTS

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

8. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 02/22/2023

Summary

MINUTES OF

- Special Council meeting held January 25, 2023

Attachments

1/25/2023 SCM

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 25, 2023
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Gloria Torres
Council Member Javier Vargas (arrived at approximately 6:05 p.m)

OTHERS PRESENT: Ralph Velez, Interim City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Axel Chayra, I.T. Technician
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing and Collections Manager
Eulogio Vera, Director of Public Works
Fernando Corona, Networks & I.T. Security Administrator
Fernando Villegas, Principal Planner
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Planning and Zoning
Jossue Cerda, I.T. Help Desk Technician
Manuel Hernandez, Project Manager
Marco Santana, Police Lieutenant
Martha Jimenez, Building Inspector II
Monica Castro, Director of Finance
Olivia Jenkins, Foreign and Government Affairs Coordinator
Oscar Barnett, Code Enforcement Officer
Richard Bauermann, Fire Inspector
Ruben Lopez, I.T. Technician
Yolanda Dueñas, Facilities Supervisor
Cesar Neyoy, Bajo El Sol Reporter
Fabher Sanchez, Resident
Lilia Quiñonez, Resident

Lucy Lopez, San Luis AZ News Reporter
Lucky Hoyos, Resident
Jose Ponce, Resident
Mark Concha, Resident
Veronica Zavala, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

Pastor Ramos from Iglesia Apostolica De La Fe en Cristo Jesus led the invocation.

4. CALL TO THE PUBLIC

Mr. Alberto Cardena, 1582 E. San Pedro Street, SLAZ, mentioned shade structures are needed in this community. He added that he was forced by the city to sign a contract in order to keep his current shade.

Mr. Flavio Rasco, 1798 E. San Pedro Street, SLAZ, said he too signed a contract adding that his shade is needed during the extreme hot weather.

Mr. Jose Del Carmen Martinez, 374 N. San Pablo Street, SLAZ, said his house has a shade structure, was cited and taken to court. He asked the Mayor and City Council to look into this matter.

Mayor Nieves Riedel indicated that the shade structures will be discussed tonight and invited the residents to stay to listen to the presentation and proposal.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council Meeting held January 11, 2023

5. B. Disbursements from January 3, 2023 to January 17, 2023

Total disbursements \$2,007,133.85

(Two Million, Seven Thousand, One Hundred Thirty-Three Dollar and Eighty-Five Cents)

MOTION: Council Member Tadeo De La Hoya/Council Member Javier Vargas to approve the Consent Agenda as presented. 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEM:

6. A Presentation, discussion and possible directions to staff on any and all matters regarding fire, building and zoning regulations pertaining to the construction of cloth shade structures within the required building setback. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose Guzman, Director of Planning & Zoning, explained staff wants to make sure the structures are made to safety standards. One (1) of the options is to reduce the front setback to ten (10) feet in front of the driveway. This will allow residents to build a 10 x 20 structure to cover their car in front of their garage or carport and at the same time allowing for the visibility triangle to be in place. Mr. Guzman added that if the City Council directs staff to move forward with this amendment, staff will return to the Mayor and City Council with the specifics on the design of the structure. He demonstrated an example of the structure to which staff has the engineered design standards allowed by the city that can be used by residents without spending money on an engineering design. For the rear, the option is to change the accessory building requirements to 200 square feet, currently anything less than 120 square feet is exempt from a building permit as long as they comply with the distance to the property lines. On the side setback, the amendment will be to include an exemption that allow to reduce the setback to comply with National Fire Protection Association (NFPA1) Standards. Which specifies the requirement on the material ventilation to make sure the fire does not go to the next building. The amendment will allow staff to review in a case by case basis, depending on the design of the structure on the side setback. If staff obtains direction from the Mayor and City Council to proceed with the amendment, the Planning & Zoning Commission will have this item on the meeting for April 11, 2023; the City Council meeting on April 26, 2023 and the ordinance will be effective on May 26, 2023, 30 days after passage of the ordinance. Mr. Guzman indicated he has a flyer for distribution with the proposed changes that is available for the public.

Mayor Nieves Riedel stated the city is working on this matter and asked the residents to be patient.

Vice Mayor Luis Cabrera stated that the proposed text amendment to the City Code and the pictures shown by Mr. Guzman, do not look like a mesh material shade.

He asked if the change would not allow a mesh material shade but something similar to what was displayed or certain material.

Mr. Guzman replied NFPA1 sets standards for testing on the material, therefore if a mesh material meets the requirement, then it will be allowed.

Mayor Nieves Riedel indicated that there will be options the residents will have.

Mr. Rick Bauermann, City of San Luis Fire Department Fire Inspector, explained that within the code, if a structure is to be built, it is up to the person to provide the technical aspects of it. Staff only wants something that will disintegrate quickly and not something that will carry heat and fire from one neighbor to the next; polyester and canvas tend to burn away very quickly. If it is something that is fire retarded, it will carry the heat and fire.

Mayor Nieves Riedel commented that before it was required that the material be slow burning, now that will change.

Council Member Tadeo Azael De La Hoya asked what section on the NFPA changed it, as six (6) years ago the Mayor and Council were informed that the material needed to be fire deterrent and that was an important element on the decision that was made.

Mr. Bauermann read PA1 10.1.1 – every new and existing building or structure shall be constructed, arranged, equipped, maintained and operated in accordance with the code, so as to provide a reasonable level of life, safety, property, protection and public welfare from the actual and potential hazards created by fire. He added that this has been in the code and as far as the fire retarding, that may have been former Chief Green. Basically, the city does not have anything in this code as far as shade covers other than protecting the neighboring structure.

Council Member Gloria Torres remarked the shades are a necessity in the environment one lives during the hot weather. She added that the city needs to find the way people can be allowed to build a shade structure.

Mayor Nieves Riedel said the code needs to be changed to make it work for everyone and everybody needs to be treated under the same rules. There are some shades up and the city needs to find a way to accommodate them such as restructuring and asking the residents to take them down is not acceptable, there is a fix to a problem.

Mr. Alberto Cardenas, resident, said that the previous administration basically forced them to change the insurance they had on their homes in order to keep their shades, which caused their insurance payment to increase.

Mayor Nieves Riedel mentioned that the past is the past and current Mayor and City Council cannot change it and asked for the opportunity to work for the community, as they are working diligently to resolve this issue.

Mr. Flavio Rascon, resident, commented that the problem seems to be that the heat and fire on the shade would jump to the next door neighbor and added that he would not have a problem if his neighbor asks him for permission to build a shade, he thinks there should also be an agreement amongst neighbors.

Council Member Tadeo Azael De La Hoya mentioned that everyone understands that the shades are a necessity, but also to not forget that there is a contractor that is building these shades illegally.

Vice Mayor Luis Cabrera added that the Mayor and City Council is working on resolving this matter and understands the need of the shades.

Mr. Jose Del Carmen Martinez, resident, stated that it is not true that a contractor is knocking on doors to offer the shades. Each home owner that wants a shade looks for its own certified iron worker/welder to build the shades as it is a necessity. He added if the city assigns a certified person to build the shade structure, then possibly the city can make a permit once the city sees the structure is well done. He added that the city inspector cited and sent him to court, not because he had broken the regulations on the shade structures but because the inspector wanted to.

Mayor Nieves Riedel clarified that the city does not have an interest in building shade structures. The building inspectors are city employees and they follow orders and sometimes employees get insulted by residents, but if there are any complaints because employees are doing their job, residents should come to the local governing body as they are the ones that set the rules and law for the municipality.

Council Member Maria Cecilia Cruz read, "the city's current regulations allow for the construction of cloth shade structure as long as they comply with building code regulations including engineer design and zoning regulations pertaining to the required building setbacks. This means that the structure must be designed and constructed to be all safety standards safety, structural requirements that must be placed at the appropriate distance from property line and other buildings, as specified by the Zoning Regulations according to the building's setback." This is the reason why the former City Council they approved the regulations. They were concerned for the safety of people's homes. There people building shade structures without permits.

Mr. Bauermann indicated he was not part of the original shade structure controversy but according to the code he has gone through, as long as they are built and nothing can be transferred from one residence to the next, reasonably staff does not have a problem.

Council Member Matias Rosales asked how many residents have requested a permit after providing the engineered design standard six (6) years ago.

Mr. Guzman responded none.

There was no action from the Mayor and City Council and agreed for staff to continue working on the text amendment.

6. B. Discussion and possible action on any and all matters regarding consulting services to conduct a Total Compensation Study and a Classification & Analysis/Total Compensation Study. (Adela Cortez, Human Resources Director)

Ms. Adela Cortez, Director of Human Resources, stated that this item was submitted as a request for approval to conduct a Compensation and Classification Study. Since the current pay plan for the City of San Luis was established in 2018, the current benchmark for salaries are outdated for approximately five (5) years. In June 2022, there was a proposal to complete this study and the cost was \$196,000.00, she asked for time to research and find other vendor to perform a cost comparison. Finally, she can make recommendations; the Human Resources Department has received a salary compensation that was completed by the Arizona League of Cities and Towns that includes the 2023 compensation study and data from one (1) of the vendors listed on the agenda item, as they completed a classification and compensation study for the City of Yuma. Therefore, since this data is now available for the city, it can help staff to do the benchmarking and update the city's pay plan. She asked that she be authorized to utilize this data rather than spending \$125,000.00, instead reallocate those funds possibly for salary increases for employees. If staff goes this direction, then an updated pay plan benchmarks by the budget preparation of this year and doing so increases do not have to be delayed because most these studies do take time up to 14 months.

Mayor Nieves Riedel thanked Ms. Cortez for the information adding that she believes that doing studies cost a lot of money and take a long time. Ultimately, employees are the ones paying the price and the city has some really good employees. If the city is able to save money, it can be used towards salaries.

Council Member Tadeo Azael De La Hoya indicated he agreed with Mayor Nieves Riedel adding that one (1) of the vendors was hired and rejected by the City Council in the past because of the complaints and people that were directly relayed and the city wasted money to conduct another salary study with a different vendor that provided the same results. He asked if it will not be a problem that employees will complain that a certain employee received a higher raise because he is related to someone higher in charge or because that employee is well liked and the other one is not.

Mayor Nieves Riedel replied the City Council should allow Ms. Cortez to do her job as she is the expert just like the other departments. The City Council's job is to legislate not to interfere with the Human Resources Department. She promised she will never go to Human Resources and question Ms. Cortez's ability to hire this or that person or ask that she wants Human Resources to hire this person. People tend to think that just because they know the Mayor and/or City Council, they can decide who will be hired and how much they will be compensated.

Ms. Cortez added she has 25 years of experience in Human Resources and there is a high level of integrity and ethics; in Human Resources one has to be an impartial party.

Vice Mayor Luis E. Cabrera thanked Ms. Cortez and commented that at the last budget retreat there was increase of ranks utilizing a formula for employees based on a study that was done to place all employees to their 100% of their pay scale. He asked if this was for the study completed in 2018 or was that study done internally.

Ms. Monica Castro, Director of Finance, responded staff has been working towards bringing the salary salaries to the minimal recommendations of the 2018 salary study. Staff is ready to continue since the 2018 study has already been done and is ready to work towards inflation, bringing salaries to competitive and determine what needs to be reviewed.

Ms. Cortez said there has been a good number of positions that have been studied and it is not that staff is just working with the 2018 study. There are approximately 50 positions that have been studied since then and she only went back to 2020. The history in certain departments have restructured with a succession plan implemented as well an apprenticeship program. Recently, the Human Resources completed a study for law enforcement, which has not yet been introduced to the City Manager. This was prepared internally to help the Police Department for the preparation of their new budget.

Council Member Maria Cecilia Cruz commented the ultimate goal is to save money and keep city employees at a proper rate in competing with other cities.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to direct staff to analyze the raw data the city has and provide a salary structure. 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

6. C. Discussion and possible action on any and all matters regarding the purchase of a 7.5-ton bridge crane for the Fleet Maintenance Building Expansion (Manuel Hernandez, Public Works Project Manager)

Mr. Manuel Hernandez, Public Works Project Manager, stated that staff is requesting approval for the purchase of a bridge crane for a new Fleet maintenance building. The new bridge crane is essential for moving and working on large pieces of equipment in parts. Currently, the Fleet Division is using forklifts and other means that are not efficient to work on these large pieces of equipment. In order to line with the construction schedule, Public Works needs to purchase this bridge crane this month. The lead time is approximately 10 to 12 weeks on this device. The cost of this tool is approximately \$130,000.00, staff also asks that the formal procurement procedures be waived.

MOTION: Council Member Maria Cecilia Cruz/Council Member Gloria Torres to approve the purchase of a 7.5 ton bridge crane from Dearborn Crane and Engineering not to exceed \$130,000.00, authorize budget transfer as stated in this agenda fiscal item and to waive formal procurement procedures for the reasons presented. 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

6. D. Discussion and possible action on any and all matters regarding the authorization to reallocate the budgeted funds from the Fleet Shop Project to the Fernando Padilla Community Center Repair Project. (Yolanda Dueñas, Facilities Supervisor)

Ms. Yolanda Dueñas, Facilities Supervisor, explained that the Fernando Padilla Community Center was vacated after issues with the roof. After visiting the Fernando Padilla Community Center an initial assessment was done for rehab repairs and remodeling that were identified and due to the condition of the building, it was decided to completely remodel the building for possible city staff use. The remodeling of the building will include roofing, flooring, electrical funnel, which includes the restrooms, patching painting ceiling, tiles and cabinets. She added that the Finance Department was able to identify a budget capacity of \$100,000.00 within the Fleet Shop project that is available for use for the Fernando Padilla Community Center project. The City of San Luis Code Sections 305, 110 and ARS § 34-201 require bidding at more than \$23,548.00 through fiscal year, as it adjusted annually for inflation.

Staff has received a few bids and there are still pending a few from construction companies that have come to the building to provide quotes. Staff is asking for authorization from the Mayor and City Council to reallocate \$100,000.00 of an unexpended budget funds from the Fleet Shop project to Fernando Padilla Community Center project. This would allow staff to sub contract vendors needed to perform remodeling of the building. This building is approximately more than 30 years old.

Vice Mayor Luis E. Cabrera commented that just by looking at the pictures displayed and the damage that needs to be repaired, city staff needs to be a little bit more cautious of the city buildings that are leased to any other organizations, to make sure that they are taking care of those buildings as if they were their homes.

Council Member Maria Cecilia Cruz mentioned she toured the building and it does need a lot of repairs, adding that it is a very old building.

Mayor Nieves Riedel commented Ms. Dueñas is saving the city over \$70,000.00 and indicated that this building is not going to be used by another organization but will be used by city staff.

Council Member Tadeo Azael De La Hoya remarked that staff has to be proactive and have smart planning as this building also needs expansion maintenance.

Mr. James Allen, resident, commented that in the military, if an item is so old and one is dumping a lot more money into it and it exceeds the value of the item, then one absolutely is going backwards, because one will end up reinventing the wheel again to patch it again, whereas if it exceeds a certain dollar amount going new in the longrun cheaper because the city will obtain a new structure all together all the way around.

MOTION: Council Member Gloria Torres/Vice Mayor Luis E. Cabrera to approve and a budget transfer for \$100,000.00 as stated in fiscal impact statement. 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

6. E. Continued public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2022-0592. A request by Dahl, Robins & Associates on behalf of HMS Development, LLC for a Conditional Use Permit from Section 18.35.30(C) (1) of the City of San Luis Zoning Ordinance to allow a commercial building with a gross floor area greater than 50,000 square feet, Assessor's parcel number 776-34-260, located south of Cesar Chavez Boulevard between 7th Avenue and 8th Avenue in San Luis, Arizona. (Fernando Villegas, Principal Planner)

Mayor Nieves Riedel declared a possible conflict of interest and asked Vice Mayor Luis E. Cabrera to take over this item.

A. Continuance of Open Public Hearing

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to open the continued Public Hearing. The motion passed with six (6) aye votes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

1. Staff presentation

Mr. Fernando Villegas, Principal Planner, explained that the City of San Luis Zoning Ordinance requires a Conditional Use Permit for any building with a gross floor area greater than 50,000 square feet in the Community Commercial Zoning District. The applicant is requesting the approval for the construction of a hotel with 132 rooms with a building square footage of 76,000. The property is located south of Cesar Chavez Boulevard between 7th Avenue and 8th Avenue. To the north of this property is Bienestar Estates 5 residential development, to the west commercial land, to the south Bienestar Estates 2 residential development and to east commercial land and a gas station. The applicant is proposing to use the west half of the existing parcel for the construction of the hotel. The site plan submitted by the applicant shows they will have a 20 foot landscaping buffer that is required by the zoning ordinance adjacent to residential development to the south. The applicant is proposing a three-story building and explained three (3) photographs and their elevation views to the west, east and south from the third floor.

Mr. Villegas furthermore explained that notification letters were hand delivered to residents within 300 feet of the proposed location and staff received no comments in favor of or against the project. The Planning & Zoning Commission recommends approval with the following conditions:

1. Development shall comply with the City of San Luis Zoning Regulations, Building Code Requirements, Public Works Standards and any applicable subdivision regulations for commercial development.
2. The applicant/owner shall submit a Trip Generation Memo for the hotel to determine if the proposed use generates 100 or more trips during the peak hour. If 100 or more trips are generated during the peak hour, the applicant/owner shall submit a traffic study during the building permit review and all improvements recommended by the traffic study that is caused by the hotel development shall be constructed by the developer to the satisfaction of the Public Works Director.
3. To resend letters to property owners within 300 feet radius using their physical location.

Staff recommends approval with the three (3) conditions and the applicant is in agreement.

Vice Mayor Luis E. Cabrera commented that last time there was a family with questions and was referred to the Planning & Zoning Department as the item was continued. He asked if that family obtained the information.

Mr. Villegas replied he did explain the project to the family as well as other families that called to inquire about the letter they received. A few families were under the impression that part of their property was going to be taken for the development of the hotel.

Council Member Maria Cecilia Cruz said they were provided with a drawing showing trees and asked if they were going to be planted that large.

Mr. Adam Carl, Vice President for Development for Greens, stated they are working in conjunction with HMS and Development on behalf of this project. He clarified that they would plant 24 inch box trees adding the timeframe of their growth which by the time the hotel is opened the trees will be approximately 16-17 inches tall.

Council Member Javier Vargas commented he was not in agreement with the location for the proposed project and asked if there were any members of the surrounding area present as last time there were some concerns from residents within 300 feet of the property.

Mr. Ralph Velez, Interim City Manager, asked what a trip generation memo is.

Mr. Carl explained a trip generation memo consists of an ITE trip generation that nationally recognizes the generation rates for hotels. Based on the category that one would based on the number of rooms, one translates that to how many trips the hotel would produce.

Mr. Velez asked if the traffic study shows that improvement is needed, what type of improvements is this referring to.

Mr. Carl responded they would look at intersection analysis to determine what the peak hour might be and any signal timing.

2. Call to the Public on this item

Ms. Maria Luz Hoyos, resident, stated that having a new hotel in the city and bringing new jobs, etc. is a very good and positive idea, however she expressed she is not in agreement with the location of the proposed project for the hotel. The location is in front of the offices of the school district and behind is a primary school, then one (1) block is where the crossing of high school and middle school students takes place. She added that she believes they are aware of the many cases of child abduction and sees this as a great opportunity for anyone who comes into the community.

Council Member Gloria Torres asked if she is concerned about the children crossing in front of the hotel, because there are a lot of kids that cross the border from Mexico every day in front of the hotel located on Main Street. She also commented that there is no land where the hotel can be built.

Ms. Luis Arreola, 3685 San Predro Street, SLAZ, stated she was there as the Union Leader for the Gadsden Elementary School District representing the teachers, students and community. She is concerned about the safety of the children, she is in agreement with a new hotel, and asked if there is enough manpower in case they go on a lockdown. She asked if there is public service to be able to cover those issues in an emergency with students.

Council Member Javier Vargas asked if this is the same hotel that had planned to build a hotel on Main Street and County 22nd Street.

Mr. Sharard Kadakia, Founding Principal of Prince Group, responded they own and operate 21 hotels from Utah to Yuma. He stated the reason the hotel across from WalMart was not build was due to multiple reasons staff knows about. There are no utilities there, APS wanted them to move the light poles, the grade level of that corner is way below the highway, the cost of bringing the infrastructure to that corner would have not made justification part of the project cost. There was a lot of discussion with city staff and did submit a site plan and completed a utility plan. They did everything to make this work but it was just to expensive.

Mr. Erick Gonzalez, 4028 San Diego Street, SLAZ, stated that he is all for the project of a new hotel, but he is not in agreement with the location of the project. He is against the location of this project not only because of the safety for children but also because of the traffic flow which is already a big problem in the city during the high peak hours and Cesar Chavez Boulevard is not the exception.

Vice Mayor Luis E. Cabrera responded that a new hotel will bring revenue to the city and in regards to the traffic, staff is working with The Arizona Department of Transportation into widening Cesar Chavez Boulevard from Avenue E all the way across through town passing the Post Office.

Mr. James Allen Jr., United States Navy Retired Dental Technician, 1549 Babbit Lane, SLAZ, stated that his concern is the same as the others. School zones are not just designed for nothing, they are designed for control and protection. Once the issues come up, this item will be revisited; if one (1) child gets harmed or injured the responsibility will fall upon the City Council for approving this.

Ms. Miriam Hurtado, 1610 San Luis Lane, SLAZ, stated she is in agreement with the hotel project but not with the location and the reason is because drug trafficking may be increased, prostitution and possible shootings that will cause school lockdowns. She has done some research and some hotels in Los Angeles have caused hotels to close due to the problems mentioned.

Mr. Carl stated that as far as abductions, this hotel is an interior corridor hotel, there is staff in the front, there are key entries in the back, it will be monitored 24/7 and security cameras. As far as traffic, the traffic is already coming from Yuma and other places, people are going to San Luis because they are going to San Luis not because you build a hotel. In his opinion, they are actually going to be taking trips off the road that are going from longer away, to have to be closer to where their actual destination is. As far as the AMP peak hours, they have not done a trip generation for this one, but like hotels are 50 peak hour trips in the morning and what this is 30 coming in and 20 leaving the site at any given time. He also pointed out that this is commercially zoned and hotels from a commercial development is very limited with respect to traffic compared to if you had a drive through.

Mr. Kadakia stated that this is not a motel, this is a Hilton product which is the second (2nd) largest company in the world. Hampton Inn is the best business hotel in the United States today and he is bring the best hotel of the second (2nd) best in the country in San Luis. The project cost will be anywhere from \$25 to \$27.5 million and when they put that kind of investment they do not want an exterior corridor. He takes the responsibility of being a community member very strongly and asked the Mayor and City Council to understand how this works. He added that there are no entrances from the back of the hotel and no one can get into the hotel without a key card; all the rooms and exits have electronic locks. They do not rent rooms to local people unless it is insurance based and if there is a need for local people to stay they make sure they are legit people, in addition they need to have a driver's license and a credit card.

He has been in the hotel business since 1988 and has never had a question of child abduction in a Hilton adding that he is not saying it cannot happen but the way things are designed for the hotels is very important to them. Mr. Kadakia stated that all the light poles in his hotels have cameras including the corridors and entrances, it is manned 24/7. The premises will be staffed with approximately 28-30 people full time. He included that he and his team are professional hotel operators and take their reputation, investment and risk analysis very seriously.

Council Member Tadeo Azael De La Hoya asked if the approval is for the condition of the permit and not for the approval of the site plan.

Mr. Villegas responded the applicant is present because the building is bigger than 50,000 square feet, this is not approving the site plans or building permits but to allow them to go higher than 50,000 square feet.

Mr. Kadakia added that he can assure that his hotel has less traffic than an 800 square feet drive through Starbucks, as he owns two (2) Starbucks. The trip generation in a hotel is less than a medical office, the building is big but the traffic at the hotel is very minimal. The report will come back at approximately 50-55 trips a day; there is a gym next to the proposed premises for the hotel and that is 300 trips a day.

Council Member Maria Cecilia Cruz thanked Mr. Kadakia for the clarification and responding to the residents' concerns. She asked Lieutenant Marco Santana if the San Luis Police Department has concerns about the questions the residents have.

Lieutenant Marco Santana responded he would like to know a little more because his concern is mainly based on the fact that the City of San Luis is growing quite a bit. He added that the City of San Luis cannot be compared to the City of Los Angeles. The question asked is a good question, however he would have to know a few more things, but his focus will always be safety at all times. He added that the City of San Luis Police Department has a project called Block Safety. Block Safety would allow them to have access to the hotel's cameras and focus on the safety of even people inside. He reminded everyone that the City of San Luis is the fourth (4th) safest city in the State of Arizona.

Council Member Javier Vargas asked if this hotel will be having a restaurant and will it sell alcohol and if so, will this hotel be within the boundaries of the law for selling alcohol and open containers next to a school.

Mr. Kadakia responded that all Hamptons by Hilton do not have a restaurant, there is no restaurant traffic. They do provide breakfast in the morning and what they have in place is a system called for my beer and this is a kiosk that works only with the key card of the hotel. The key card has to be in the hands of a person 18 years or older and in front of the front desk. The customer can then take a beer, which is charged to the customer and enjoy it at the pool or in the lobby during the evening from 5:00 p.m to 7 p.m. He added that this is for hotel guests only and not for the public.

Council Member Matias Rosales commented that the city has been working with the developer for past eight (8) years. He thinks security wise, it is covered as Hilton does a great job and is community oriented. There will be a lot of police and law enforcement presence that will occupy the hotel. Cesar Chavez Boulevard is commercially zoned and most is state land and there is no other place in the city where a hotel can be built. He thinks this is great project for the community.

Mr. Velez stated that the approval will be strictly for the rezoning of the size of the Conditional Use Permit. They would have to come back for the site plans to include Cesar Chavez frontage and traffic across the street and everything else that is required has to be accepted by the developer.

Mr. Villegas added that if this gets approved, the next step will be the submittal of building permits and staff will have to make sure that the conditions indicated are met, otherwise the permit will not be approved.

Mr. Velez asked if this is a standard 100 trips or if it is hotel requirement.

Mr. Vera responded that the city's standards has 100 trips, however, staff has the ability to require additional study or additional work from the consultants or applicant. He mentioned that if the size of the hotel was smaller it would have been a done deal without having to be presented to the City Council.

B. Close Public Hearing

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz to close the Public Hearing. The motion passed with six (6) aye votes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

C. Action on Conditional Use Permit Case No. 2022-0592

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz approve Conditional Use Permit Case No. 2022-0592 subject to the conditions of approval presented by staff. The motion passed with six (6) aye votes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

6. F. Discussion and possible action on any and all matters regarding Order No. 2023-01. An order of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the acquisition of all property necessary for the completion of the construction of a portion of 21st Avenue between County 23½ Street and County 24th Street, a portion of County 24th Street between 21st Avenue and Avenue E, and land necessary for a wastewater lift station on the Corner of County 24th Street and 21st Avenue within the City of San Luis by dedication, donation, purchase, exchange, or under the power of eminent domain as a matter of public necessity. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that staff is asking to obtain for roadways, she explained the diagram included with the agenda item. Order No. 2023-01 allows staff to offer fair market value for the land and go through the court to condemn land to construct improvements. Traffic studies for the area are attached, showing the public health safety and necessity for obtaining the roads. Exhibit C, attached to the agenda item, is the area of an existing lift station. The city obtained this land previously, but just for good measure staff has included it.

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve Order No. 2023-01. 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

6. G. Discussion and possible action on any and all matters regarding Resolution No. 2242. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending section HR-4-03(A) of the City of San Luis Personnel Policies relating to holidays; repealing conflicting provisions and providing for severability. (Ralph Velez, Interim City Manager)

Mr. Ralph Velez, Interim City Manager, explained that staff is asking to remove Columbus Day as a paid holiday and replace it with American Heritage Day, which will be the Friday after Thanksgiving Day and remove the COVID-19 Remembrance paid holiday, but keep it as a remembrance day for those employees that lost their lives.

Council Member Tadeo Azael De La Hoya indicated he thinks Columbus Day should stay and call it Indigenous American People's Day and celebrate history. One is in between two (2) possibly four (4) tribes. If the city does not want to call it COVID-19 Remembrance Day, one can call it a Mental Health Day. At the National Association of Latino Elected & Appointed Officials (NALEO) meeting they pounded a lot on having self care and having those holidays appropriated for the employees. If any employee wants to exchange a day for another or work five (5) holidays to be five (5) days off, it is operational and that should be up to the department head not the City Council.

Mayor Nieves Riedel stated that changing the holiday to the Friday after Thanksgiving, is a great benefit to have those two (2) days off. She added that a survey was done with the employees and they liked the idea.

Council Member Matias Rosales suggested leaving Native American Day the day is supposed to be and make the Remembrance Day a pandemic from COVID-19 day that Friday. He would understand if there was a trend of holidays, but this holiday was created to honor those employees that worked hard and paid the ultimate price.

Mayor Nieves Riedel mentioned that the City Council has a fiduciary duty to take care of the city's money.

Vice Mayor Luis E. Cabrera mentioned that in the 11 holidays, there are some holidays that are not federal holidays and asked if it would be more of best practice to observe all of the recognized holidays as the policy versus the ones made up by City Council.

MOTION: Council Member Matias Rosales/Mayor Nieves Riedel to continue this item to a work session when information becomes available. 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. SUMMARY OF CURRENT EVENTS

Vice Mayor Luis E. Cabrera reported that earlier today he attended the Yuma County Chamber Mixer at La Malquerida, the place was getting full of visitors from businesses from all throughout Yuma County.

Mayor Nieves Riedel reported that Campesinos Sin Fronteras will hold a recognition event for seniors from the community at the Senior Center beginning at 11:00 a.m.

8. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to adjourn the Special Council meeting at approximately 8:16 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 Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	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 25, 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

5. B.

Meeting Date: 02/22/2023

Summary

Disbursements from February 2, 2023 to February 13, 2023

Total disbursements \$1,163,555.05

(One Million, One Hundred Sixty-Three Thousand, Five Hundred Fifty-Five Dollars and Five Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING FEBRUARY 22, 2023 Disbursement Report from 02/02/2023 TO 02/13/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	02/01/2023	\$ 405,029.85	Schedule A
Accounts Payable Check Account	02/03/2023	\$ 266,958.06	Schedule B
Payroll Check Account	02/07/2023	\$ 4,788.37	Schedule C
Accounts Payable Check Account	02/10/2023	\$ 486,778.77	Schedule D

Total Disbursements: \$ 1,163,555.05

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 13 P 1:45

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 01/14/23 - 01/27/23

Pay Batch 202303

PSPRS FIRE DB RATE - TIER 2	327.69	4,283.47	CLERICAL OFFICE/ LIBRARY/	339.66	141,516.95
PSPRS FIRE DB RATE - TIER 3	2,959.68	28,447.25	Electrician	66.57	2,120.00
PSPRS FIRE DC RATE - TIER 3	194.33	2,159.22	FIREFIGHTERS & DRIVERS	4,857.00	102,253.00
PSPRS FIRE DISABILITY RATE	35.84	2,159.22	GARBAGE/ ASH/ REFUSE	406.60	6,505.48
PSPRS POLICE DB RATE - TIER	4,438.35	58,017.70	Homemaker Service	21.41	934.91
PSPRS POLICE DB RATE - TIER	1,350.27	17,650.66	MUNICIPAL/ TOWN/	350.95	20,054.39
PSPRS POLICE DB RATE - TIER 2	784.98	10,261.13	PARKS- NOC ALL EMPLOYEES	661.93	21,352.99
PSPRS POLICE DB RATE - TIER 3	4,195.23	42,205.71	POLICE OFFICERS	6,326.14	133,182.05
STANDARD LIFE ADDTNL	1,059.98	.00	RECREATION- ALL EMPLOYEES/	234.42	17,110.87
TRANSWESTERN MEXICAN	97.00	.00	SEWAGE DISPOSAL/ PLANT	761.30	22,130.94
U.S. MEX DENTAL - EE &	574.84	.00	Street or Road Construction	2,379.07	26,943.04
U.S. MEX DENTAL - EE &	143.71	.00	WATERWORKS OPERATIONS	664.20	19,141.11
UNITED WAY	14.00	.00	Total	<u>\$18,575.79</u>	
US & MEX DENTAL= FAMILY	512.40	.00			
US & MEX HEALTH = C	6,278.77	.00	Direct Deposits		Amount
US & MEX HEALTH = FAMILY	5,661.24	.00	1st Bank Yuma		35,093.36
US & MEX HEALTH = SP	1,423.40	.00	ACADEMY BANK		2,446.48
VSP - VISION CHILDREN	266.09	.00	Bank of America		1,659.54
VSP - VISION FAMILY	311.52	.00	Bank of America CA		901.38
VSP - VISION SPOUSE	103.84	.00	Bankcorp		200.00
Net	<u>\$405,029.85</u>		BANKCORP BANK		1,228.46
			Charles Sch		250.00
			Chase Bank		180,414.69
			CHASE BANK MORGAN		935.84
			CHASE BANK TX		3,072.19
			chase centro		1,200.18
			discover		900.00
			Federal Credit Union		41,500.09
			FF CREDIT UNION		1,993.92
			FIREFIGHTER FIRST CREDIT UNION		5,536.32
			HUGHES FCU		1,573.24
			National Bank		1,524.41
			Navy Federal		26,840.82
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		770.92
			Sunbank		1,331.38
			THE FOOTHILLS BANK		624.58
			VANTAGE WEST		1,654.62
			WASHINGTON FEDERAL		2,349.77
			Wells Fargo		75,235.13
			WELLS FARGO CALE		<u>1,167.70</u>
			Total		<u>\$400,525.02</u>

Monica
Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email =
mcastro@sanluisaz.gov C = AD
Date: 2023.02.01 15:10:33 -0700

Schedule A

Payment Register

From Payment Date: 1/30/2023 - To Payment Date: 2/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
104964	01/30/2023	Voided		01/31/2023	Utility Management	DMT ELECTRIC LLC/CO	\$505.32		
					Refund	FRANCISCO HERNANDEZ			
104965	01/30/2023	Voided		01/31/2023	Utility Management	VIRGIN, KENNETH, C	\$1.97		
					Refund				
104966	01/31/2023	Voided		02/01/2023	Utility Management	DMT ELECTRIC LLC/CO	\$505.32		
					Refund	FRANCISCO HERNANDEZ			
104967	01/31/2023	Voided		02/01/2023	Utility Management	VIRGIN, KENNETH, C	\$1.97		
					Refund				
104968	02/01/2023	Open			Accounts Payable	ESSARY, JOSEPH, AARON	\$232.19		
104969	02/02/2023	Open			Utility Management	DMT ELECTRIC LLC/CO	\$505.32		
					Refund	FRANCISCO HERNANDEZ			
104970	02/02/2023	Open			Utility Management	VIRGIN, KENNETH, C	\$1.97		
					Refund				
104971	02/02/2023	Open			Utility Management	ARIAS JUANA A & ARIAS SULEM Y	\$169.86		
					Refund				
104972	02/02/2023	Open			Accounts Payable	ARIZONA STATE RETIREMENT	\$132.88		
						SYSTEM			
104973	02/02/2023	Open			Accounts Payable	FOP/ALC	\$420.00		
104974	02/02/2023	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	\$350.64		
104975	02/02/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS	\$330.00		
						ASSOC			
104976	02/02/2023	Open			Accounts Payable	SUPPORT PAYMENT	\$3,351.14		
						CLEARINGHOUSE			
104977	02/02/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY	\$14.00		
						INC.			
104978	02/02/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS	\$91.50		
						ASSOC			
104979	02/02/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-	\$1,110.00		
						IAFF			
104980	02/03/2023	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$500.00		
104981	02/03/2023	Open			Accounts Payable	GARCIA, JESUS	\$176.00		
104982	02/03/2023	Open			Accounts Payable	HIREQUEST LLC	\$640.20		
104983	02/03/2023	Open			Accounts Payable	IRON MOUNTAIN INC	\$90.78		
104984	02/03/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$176.00		
104985	02/03/2023	Open			Accounts Payable	MEDINA, JOSE, ENRIQUE	\$600.00		
104986	02/03/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$112.00		
104987	02/03/2023	Open			Accounts Payable	OFFICE NATION, INC.	\$520.53		
104988	02/03/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN	\$112.00		
						FRANCISCO			
104989	02/03/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$180.00		
104990	02/03/2023	Open			Accounts Payable	REFRIGERATION SUPPLIES	\$1,265.97		
						DISTRIBUTOR			
104991	02/03/2023	Open			Accounts Payable	RINGSIDE INC.	\$1,028.81		
104992	02/03/2023	Open			Accounts Payable	SYNERGY HOLDING, INC	\$940.85		
104993	02/03/2023	Open			Accounts Payable	THE HOME DEPOT	\$418.74		
104994	02/03/2023	Open			Accounts Payable	TRI-TECH FORENSICS INC.	\$892.94		
104995	02/03/2023	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$3,706.79		
104996	02/03/2023	Open			Accounts Payable	AIRGAS USA LLC	\$1,610.99		

Schedule B

Payment Register

From Payment Date: 1/30/2023 - To Payment Date: 2/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
104997	02/03/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
104998	02/03/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$40.18		
104999	02/03/2023	Open			Accounts Payable	ARIZONA SECRETARY OF STATE	\$25.00		
105000	02/03/2023	Open			Accounts Payable	BLUEPAZ, LLC	\$1,710.00		
105001	02/03/2023	Open			Accounts Payable	BOOT BARN, INC.	\$138.20		
105002	02/03/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,333.53		
105003	02/03/2023	Open			Accounts Payable	ECOVERDE, LLC	\$419.47		
105004	02/03/2023	Open			Accounts Payable	ESTRADA, LETICIA	\$50.00		
105005	02/03/2023	Open			Accounts Payable	PRYOR LEARNING, INC	\$199.00		
105006	02/03/2023	Open			Accounts Payable	RODRIGUEZ, ALEJANDRO	\$150.00		
105007	02/03/2023	Open			Accounts Payable	SANCHEZ, ERIC	\$101.91		
105008	02/03/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,175.05		
105009	02/03/2023	Open			Accounts Payable	TORRES, DANIEL	\$575.59		
105010	02/03/2023	Open			Accounts Payable	AZ STATE FIRE TRAINING COMMITTEE	\$200.00		
Type Check Totals:					47 Transactions		\$28,904.61		
<u>EFT</u>									
2802	01/31/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,259.75		
2803	02/03/2023	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$1,938.00		
2804	02/03/2023	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$151.22		
2805	02/03/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$3,510.00		
2806	02/03/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$10,622.50		
2807	02/03/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$832.50		
2808	02/03/2023	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$4,528.00		
2809	02/03/2023	Open			Accounts Payable	LIFE-ASSIST, INC.	\$304.45		
2810	02/03/2023	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC	\$83.38		
2811	02/03/2023	Open			Accounts Payable	NAPA AUTO PARTS	\$767.92		
2812	02/03/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,472.25		
2813	02/03/2023	Open			Accounts Payable	PLOTTER DOCTORS, LLC	\$263.20		
2814	02/03/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$390.78		
2815	02/03/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$822.82		
2816	02/03/2023	Open			Accounts Payable	RAMIREZ ADVISORS INTERNATIONAL, LLC	\$5,000.00		
2817	02/03/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$40.01		
2818	02/03/2023	Open			Accounts Payable	SAM'S CLUB	\$1,193.76		
2819	02/03/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$9,236.72		
2820	02/03/2023	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$325.00		
2821	02/03/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$3,241.68		
2822	02/03/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$516.00		
2823	02/03/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$120.00		
2824	02/03/2023	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$591.79		
2825	02/03/2023	Open			Accounts Payable	24/7 GET FIT LLC	\$1,080.00		

Payment Register

From Payment Date: 1/30/2023 - To Payment Date: 2/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2826	02/03/2023	Open			Accounts Payable	ALSCO, INC	\$2,416.61		
2827	02/03/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$934.84		
2828	02/03/2023	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$48,087.22		
2829	02/03/2023	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$100.00		
2830	02/03/2023	Open			Accounts Payable	CDWG	\$11,373.16		
2831	02/03/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$150.00		
2832	02/03/2023	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$118,154.21		
2833	02/03/2023	Open			Accounts Payable	DE LA HOYA, TADEO	\$703.61		
2834	02/03/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
2835	02/03/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$91.03		
2836	02/03/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$700.00		
2837	02/03/2023	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$273.87		
2838	02/03/2023	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$6,754.00		
						37 Transactions	\$239,068.03		

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	\$27,890.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	4	\$1,014.58	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	47	\$28,904.61	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	37	\$239,068.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	37	\$239,068.03	\$0.00

Payment Register

From Payment Date: 1/30/2023 - To Payment Date: 2/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	80	\$266,958.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	4	\$1,014.58	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	84	\$267,972.64	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	43	\$27,890.03	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	4	\$1,014.58	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	47	\$28,904.61	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	37	\$239,068.03	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	37	\$239,068.03	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	80	\$266,958.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	4	\$1,014.58	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	84	\$267,972.64	\$0.00	

Karla
Plascencia

Digitally signed by:
 Karla Plascencia
 DN: CN = Karla
 Plascencia email =
 kplascencia@sanluisaz.
 gov C = US O = City of
 San Luis OU = Finance
 Date: 2023.02.03 16:23:
 39 -07'00'



Pay Day Register

Pay Date Range 02/01/23 - 02/28/23

Pay Batch 202302M

Pay Batch 202302M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	2,200.00
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	2,200.00
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	261.14	ASRS/EORP - LEGACY RATE	2,200.00
			SOCIAL SECURITY TAX	474.30	Dental Council	.00
			MEDICARE	110.94	EODCRS - COUNCIL	2,650.00
			STATE WITHHOLDING	120.66	EODCRS - DISABILITY	2,650.00
			ASRS Council	264.66	EODCRS/EORP LEGACY RATE	2,650.00
			ASRS LTD Council	3.08	Health Council	.00
			Council Retirement EORP	351.00	Retirement Council EORP	2,700.00
			Dental Council	92.28	Vision Council	.00
			EODCRS - COUNCIL	212.00	Total	\$11,136.49
			EODCRS - DISABILITY	4.38		
			GARNISHMENT	221.11		
			Medical Council	720.14	Workers' Comp	
			Vision Council	25.94	MUNICIPAL/ TOWN/	133.89
			Net	\$4,788.37	Total	\$133.89

Direct Deposits	Amount
1st Bank Yuma	692.27
Chase Bank	1,390.72
Navy Federal	601.36
REALTORS FED CRED UNION	32.87
Wells Fargo	700.77
Total	\$3,417.99
Check	\$1,370.38

Monica
Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email =
mcastro@sanluisaz.gov C = AD
Date: 2023.02.08 12:46:55 -0700

Schedule C

Payment Register

From Payment Date: 2/6/2023 - To Payment Date: 2/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
105011	02/07/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
105012	02/10/2023	Open			Accounts Payable	BRATTON, WALT	\$328.89		
105013	02/10/2023	Open			Accounts Payable	FOOTE, MARK	\$374.30		
105014	02/10/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$22,470.48		
105015	02/10/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$83,756.79		
105016	02/10/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$208,225.58		
105017	02/10/2023	Open			Accounts Payable	HAK CONSTRUCTION	\$664.26		
105018	02/10/2023	Open			Accounts Payable	HIREQUEST LLC	\$640.20		
105019	02/10/2023	Open			Accounts Payable	LANDMARK VALUATION SERVICES, INC	\$9,500.01		
105020	02/10/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$416.68		
105021	02/10/2023	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$110.00		
105022	02/10/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$55.30		
105023	02/10/2023	Open			Accounts Payable	PETTY CASH/RECREATION	\$160.00		
105024	02/10/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$680.00		
105025	02/10/2023	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	\$54.13		
105026	02/10/2023	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$2,134.75		
105027	02/10/2023	Open			Accounts Payable	W.W.GRAINGER, INC	\$555.69		
105028	02/10/2023	Open			Accounts Payable	YUMA COUNTY ATTORNEYS OFFICE	\$3,000.00		
105029	02/10/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$98.61		
105030	02/10/2023	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$27,860.00		
105031	02/10/2023	Open			Accounts Payable	BEDOY, JESUS	\$120.00		
105032	02/10/2023	Open			Accounts Payable	BELTRAN, VALERIA , SERVANDA	\$120.00		
105033	02/10/2023	Open			Accounts Payable	BUCHANAN, MARIO	\$120.00		
105034	02/10/2023	Open			Accounts Payable	GUIZA, APOLINAR	\$120.00		
105035	02/10/2023	Open			Accounts Payable	HERRERA TOVAR, MARTIN	\$120.00		
105036	02/10/2023	Open			Accounts Payable	SERPAS, JOEL , Z	\$120.00		
105037	02/10/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$270.00		
105038	02/10/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$161.00		
105039	02/10/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
105040	02/10/2023	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$824.05		
105041	02/10/2023	Open			Accounts Payable	BUNGER STEEL, INC	\$2,488.97		
105042	02/10/2023	Open			Accounts Payable	CBT NUGGETS, LLC	\$663.16		
105043	02/10/2023	Open			Accounts Payable	EMPIRE MACHINERY	\$152.00		
105044	02/10/2023	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$894.41		
105045	02/10/2023	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$1,442.06		
105046	02/10/2023	Open			Accounts Payable	ARANDA, JOSUE	\$150.00		
105047	02/10/2023	Open			Accounts Payable	CENTURYLINK	\$88.86		
105048	02/10/2023	Open			Accounts Payable	CORREA, MARCO	\$65.00		
105049	02/10/2023	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
105050	02/10/2023	Open			Accounts Payable	TORO, JOSE	\$150.00		

Schedule D

Payment Register

From Payment Date: 2/6/2023 - To Payment Date: 2/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105051	02/10/2023	Open			Accounts Payable	DEARBORN CRANE AND ENGINEERING COMPANY	\$39,336.86		
Type Check Totals:					41 Transactions		\$409,548.93		
EFT									
2842	02/10/2023	Open			Accounts Payable	GALINDO, CARMEN	\$900.00		
2843	02/10/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$5,479.42		
2844	02/10/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,445.91		
2845	02/10/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$1,895.18		
2846	02/10/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$82.39		
2847	02/10/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$8.00		
2848	02/10/2023	Open			Accounts Payable	RM GRAPHICS	\$518.21		
2849	02/10/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$275.00		
2850	02/10/2023	Open			Accounts Payable	SAM'S CLUB	\$600.30		
2851	02/10/2023	Open			Accounts Payable	SIMS MACKIN, LTD.	\$280.00		
2852	02/10/2023	Open			Accounts Payable	SMITH, RALPH E. SR.	\$250.00		
2853	02/10/2023	Open			Accounts Payable	.THOMSON WEST PUBLISHING CO.	\$495.99		
2854	02/10/2023	Open			Accounts Payable	USA BLUE BOOK	\$559.92		
2855	02/10/2023	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$2,647.01		
2856	02/10/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$6,264.05		
2858	02/10/2023	Open			Accounts Payable	4 IMPRINT	\$1,108.71		
2859	02/10/2023	Open			Accounts Payable	ALSCO, INC	\$500.25		
2860	02/10/2023	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$1.40		
2861	02/10/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$5,819.93		
2862	02/10/2023	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$350.00		
2863	02/10/2023	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$5,898.42		
2864	02/10/2023	Open			Accounts Payable	BLT ASPHALT LLC	\$2,763.70		
2865	02/10/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$4,345.78		
2866	02/10/2023	Open			Accounts Payable	CDWG	\$27,691.27		
2867	02/10/2023	Open			Accounts Payable	D & H ELECTRIC INC.	\$475.00		
2868	02/10/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
2869	02/10/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$59.77		
2870	02/10/2023	Open			Accounts Payable	DIGITAL ROOM LLC	\$550.53		
2871	02/10/2023	Open			Accounts Payable	EFFEM CORPORATION	\$388.03		
2873	02/10/2023	Open			Accounts Payable	FORJACERO TR LLC	\$1,638.54		
2874	02/10/2023	Open			Accounts Payable	FRUTH GROUP INC	\$899.38		
Type EFT Totals:					31 Transactions		\$77,229.84		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$409,548.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	41	\$409,548.93	\$0.00

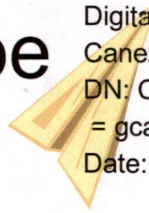
EFTs	Status	Count	Transaction Amount	Reconciled Amount
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Payment Register

From Payment Date: 2/6/2023 - To Payment Date: 2/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	31	\$77,229.84	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	31	\$77,229.84	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$486,778.77	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$486,778.77	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	41	\$409,548.93	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	41	\$409,548.93	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	31	\$77,229.84	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	31	\$77,229.84	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$486,778.77	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$486,778.77	\$0.00	

**Guadalupe
Canez**



Digitally signed by: Guadalupe
Canez
DN: CN = Guadalupe Canez email
= gcanez@sanluisaz.gov C = AD
Date: 2023.02.10 16:26:37 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 02/22/2023

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

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

Action Requested: Motion

ITEM:

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

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.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	\$5,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	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.

Attachments

PUBLIC EVENTS CONTRACT

Chicano Art Walk

This contract (“Contract”) is made this ____ day of February 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, the Chicano Art Walk on 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 suitable for the general public.

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 successful.

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 apart from the City to contribute to successful, well-attended, free Events.
- C. The Parks and Recreation facilities are available on a first-come, first-served basis. The City makes no guarantee that its facilities will be available for the Events.

- D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign.
- E. The City shall provide the Collective with barricades to close off the parking lot at 1627 Cesar Chavez Boulevard for the Events. The City shall drop off and pick up the barricades. The Collective shall exercise due care of the barricades, keeping them in good condition equivalent in all respects to how the Collective received them. If any of the barricades are lost or damaged arising from their use for the Events, the Collective shall compensate the City for the loss or damage to the barricades.
- F. 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. FORCE MAJEURE

Neither the Collective nor the City shall be liable for cancelation 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 Parties

SECTION SIX. LIABILITY INSURANCE

The Collective shall carry liability insurance for an effective period that covers the date of the Events, preparation for the Events, and tear down from the Events, in the amount of at least one million dollars U.S. (\$1,000,000 U.S.) per occurrence and two million dollars U.S. (\$2,000,000) in the aggregate with an insurance company 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 persons that might arise in connection with the Events, including preparation for the Events, the Events itself, teardown from the Events and any acts in any way connected with the Events. The Collective shall provide the **City's Parks and Recreation Acting Director** its Certificate of Insurance and Endorsement, amending the insurance policy to include the City as additionally insured before the insurance coverage dates.

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.

The Collective shall provide the **City's Finance Director** an accounting of the City's funds for the Events within forty-five (45) days after the Events.

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. 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, on 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

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. B.

Meeting Date: 02/22/2023

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

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

Action Requested: Motion

ITEM:

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

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. However, Comité De Bienestar has obtained private sponsorships for the events and has agreed to \$5,000.00 for the event.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE COMITÉ DE BIEN ESTAR IN THE AMOUNT OF \$5,000.00 FOR THE CESAR CHAVEZ CELEBRATIONS IN MARCH 2023.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	\$10,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	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.

Attachments

Public Events Contract - Cesar Chavez Celebrations

SECTION ONE. PUBLIC EVENTS CONTRACT

Cesar Chavez Celebrations

This contract (“Contract”) is made this ____ day of February 2023, between:

<p>Comité De Bien Estar, Inc. 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>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”)</p>
--	--

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. The Events shall be suitable for the general public.

SECTION TWO. PROMOTION

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

SECTION THREE. 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 FOUR. COMPENSATION AND COOPERATION

- A. The City shall pay \$5,000.00 to Bien Estar. Payment shall be made out to Comité De Bien Estar, Inc.
- B. Bien Estar may seek sponsorships and donations apart from the City to contribute to successful, well-attended, free Events.
- C. The City’s Parks and Recreation indoor and outdoor facilities are available upon a first-come, first-served basis. The City makes no guarantee that its facilities will be available for the Events. Bien Estar

shall timely coordinate the Events through the City Manager or the City Manager's designee.

- D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign.
- 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 from its own funds, apart from the City's fund provided in this Contract.
- 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 FIVE. FORCE MAJEURE

Neither Bien Estar nor the City shall be liable for cancelation due to acts or regulations of public authorities, labor strike, civil unrest, interruption or delay of transportation, or any other cause beyond the Parties' reasonable control.

SECTION SIX. LIABILITY INSURANCE

Bien Estar shall carry liability insurance for an effective period that covers the date of the Events, preparation for the Events, and tear down from the Events, in the amount of at least one million dollars U.S. (\$1,000,000 U.S.) per occurrence and two million dollars U.S. (\$2,000,000) in the aggregate with an insurance company 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 persons and property that might arise in connection with the Events, including preparation for the Events, the Events itself, teardown from the Events and any acts in any way connected with the Events. Bien Estar shall provide the **City's Parks and Recreation Acting Director** its Certificate of Insurance and Endorsement, amending the insurance policy to include the City as additionally insured before the insurance coverage dates.

SECTION SEVEN. 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. Bien Estar shall provide the **City's Finance Director** an accounting of the City's funds for the Events within forty-five (45) days after the Events.

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 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 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. 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

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[Intentionally left blank, signature page follows]

The Parties have executed this Contract in San Luis, Yuma County, Arizona, on 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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Comité De Bien Estar, Inc.

Marco Antonio (Tony) Reyes
Executive Director

Date:_____



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

6. C.

Meeting Date: 02/22/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of a Trustee to the Employee Benefit Trust due to the expiration of the first of three possible five-year terms of Trustee Gustavo MacGrew. **(Adela Cortez, HR Director)**

A. Action (by Mayor only) to nominate one (1) Trustee.

B. Action by City Council on the recommendation.

SUMMARY:

On March 14, 2023, Mr. Gustavo MacGrew first of three possible five-year terms expires. Mr. MacGrew is an insurance agent and has brought expertise to the decisions concerning the health plans in the Employee Benefits Trust. He has expressed his willingness to continue to serve as trustee.

Under Section 3.01 of the Declaration of Trust, the Mayor nominates the trustee, and the City Council shall consider and may appoint who the Mayor has recommended.

RECOMMENDATION / SUGGESTED MOTION:

A. I, Mayor Riedel, nominate Gustavo MacGrew as Trustee to the Employee Benefits Trust.

B. I MOVE TO APPOINT GUSTAVO MACGREW AS TRUSTEE TO THE EMPLOYEE BENEFITS TRUST.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact associated with this item.

Attachments

Confirmation of resignation for Jose Andrade
Trust

Maria Munoz

From: Olivia Jenkins
Sent: Monday, July 16, 2018 12:23 PM
To: Jose Andrade
Cc: Kay Macuil; Maria Munoz
Subject: Employee Trust Board Member

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Mr. Andrade,

This email is to acknowledge and confirm our phone conversation regarding your interest in resigning from the board. On behalf of the city, we greatly appreciate your support, time, and commitment to Employees Benefit Trust Board. I will inform Chairman Sanchez and board members during our next meeting.

Thank you for your service.

Olivia Jenkins, Manager



Human Resources Department
San Luis, AZ 85349
P: (928)341-8579|F: (928)722-6773
ojenkins@cityofsanluis.org
www.cityofsanluis.org

CONFIDENTIALITY NOTICE: This e-mail, and any attachment to it are **STRICTLY CONFIDENTIAL** and contain privileged and confidential information intended only for the use of the intended recipient. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by reply e-mail at ojenkins@cityofsanluis.org and delete it and all attachments from your system. Thank you.

**AGREEMENT AND DECLARATION OF TRUST
FOR CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST**

THIS AGREEMENT AND DECLARATION OF TRUST was made and entered into this first day of September 2011, between CITY OF SAN LUIS, a municipal corporation hereinafter referred to as the "City" and certain persons hereinafter referred to as the "Trustees" to administer the Trust in accordance with the terms and provisions of this instrument.

WITNESSETH:

WHEREAS, A.R.S. § 11-981 authorizes the City of San Luis to establish a self-funded insurance program for health benefits for its Employees.

WHEREAS, A.R.S. § 11-981 requires the establishment of a health benefits trust for the purposes of management and administration of this program; and

WHEREAS, A.R.S. § 11-981 also requires the establishment of the health benefits trust board to administer the health benefits trust.

WHEREAS, CITY OF SAN LUIS, hereinafter designated and referred to as "City", and certain employees of said City hereinafter designated and referred to as "Employees", desire to enter into a program of providing and maintaining health and welfare benefits for Employees of the City and certain members of their families, hereinafter designated and referred to as "Dependents", which program is to be administered by the Trustees; and

WHEREAS, to effect the aforesaid purpose it is mutually desirable by and between the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, the Trustees and City which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the parties hereto, be deemed a party to this Agreement and Declaration of Trust.

Now THEREFORE, in consideration of the promises, covenants, agreements, terms, obligation and duties herein set forth, it is understood and agreed as follows:

**ARTICLE 1
DEFINITIONS**

It is mutually understood and agreed by and between the parties hereto that the following are and shall be the definitions:

Section 1.01 The term "Employee Benefit Trust" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement and Declaration of Trust.

Section 1.02 The term "Employee" shall mean all persons who have met the eligibility requirements as defined in the written instrument for the Employee Benefit Trust and who have properly enrolled for and made appropriate contributions for coverage under said Trust, and who are not eligible for benefits under any other health program to which the City makes contributions.

Section 1.03 The term "Dependent" shall mean all persons who have met the eligibility requirements for being a dependent of the Employee as defined in the written instrument for the Employee Benefit Trust and who have been properly enrolled for and made appropriate contributions for coverage under the Employee Benefit Trust, and who are not eligible for benefit under any other health program which the City makes contributions.

Section 1.04 The phrase "Trust Agreement" shall mean and refer to this Agreement and Declaration of Trust and any modification or amendments thereto.

Section 1.05 The term "Fund" as used shall mean the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts, or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes, and Trust set forth therein, and those things of value which compromise the corpus and additions to the Fund.

Section 1.06 The term "Trustees" as used herein shall mean the Trustees and their successors provided for in the Trust Agreement.

Section 1.07 The name of the Trust is and shall be City of San Luis Employee Benefit Trust.

Section 1.08 The phrase "City Contributions" does and shall mean the contributions made by the City of San Luis to the Fund for the Employee Benefit Trust.

Section 1.09 The phrase "Employee Contribution" does and shall mean the contributions made by the Employees of the City of San Luis to said Fund.

Section 1.10 The term "City" does and shall mean the City of San Luis, a municipal corporation organized and existing under the laws of the State of Arizona.

Section 1.11 The phrase "Plan Document" does and shall mean the written instrument containing the provisions for self-funded health and welfare benefits of the Employee Benefit Trust.

Section 1.12 The phrase "Contract Administrator" does and shall mean the person or firm employed by the Trustees who is responsible for the processing of claims and

payment of benefits, administration, accounting, reporting and other services contracted for by the Trustees.

ARTICLE II
PURPOSE OF TRUST AND APPLICATION OF THE FUND

Section 2.01 FUND There is hereby declared and created the City of San Luis Employee Benefit Trust: To establish a Trust Fund to provide benefits for, but not limited or restricted to Life, Accidental Death and Dismemberment, Basic or Major Medical coverage's for accidents or sickness, Dental; and any other benefits as determined by the Trustees for the Employees and their Dependents; whether through self-funded or insured programs or both.

Section 2.02 PRINCIPAL OFFICE The Trust shall have its principal office in the City of San Luis, County of Yuma, state of Arizona and hereinafter designated and referred to as Principal Office.

ARTICLE III
POWERS AND DUTUES OF TRUSTEES

Section 3.01 APPOINTMENTS OF TRUSTEES The Employee Benefit Trust shall be administered by the Trustees. The Mayor shall nominate individuals to serve as Trustees overseeing the management and administration of the Trust. The City Council shall consider and may appoint any individual so recommended, provided that the appointed Trustees conform to the requirements of Section 3.02.

Section 3.02 NUMBER AND IDENTITY The Trustees shall consist of five (5) persons, consisting of no more than one (1) member of the City Council and no more than (1) Employee of the City.

Section 3.03 ACCEPTANCE Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee hereby accept the Trust and Trusteeship and declares they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. The Trustees shall faithfully keep and hold any and all monies they receive as Trustees for the purpose of the Trust and keep adequate and proper records thereof.

Section 3.04 TRUSTEES' TERM Each Trustee shall serve a five-year term. A Trustee may be reappointed of no more than one additional consecutive term. Notwithstanding the foregoing, the initial terms for the first five (5) Trustees shall be as follows: one (1) Trustee to serve an initial term of one (1) year; two (2) Trustees to serve an initial term of two (2) years; and two (2) Trustees to serve an initial term of three (3) years. The Trustees shall determine among themselves which of the first five (5) Trustees shall serve the one year, two year, and three year terms. This shall result in Trustees rotating appointments every two (2) to three (3) years.

Section 3.05 EXECUTIVE ADVISORS The Board of Trustees shall include as Executive Advisors, the City's Finance Director, or their designee, and the City's Human Resource Director, or their designee, and the City Manager, or their designee. Such Executive Advisors shall attend all meetings of the Board of Trustees.

Section 3.06 DUTIES The Trustees shall hold, manage, care for and keep the Fund and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an external annual audit, accounting and reports as hereinafter mentioned. The Trustees shall employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and to lease premises and equipment as may be necessary or desirable in administering the Fund and carrying out its purposes and the fees, salaries, wages emoluments or compensation of any and all such persons shall be paid from the Fund. When acting upon the advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts done or not done. The Trustees may incur any expenses for supplies, rental of space or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement. The Trustees shall have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of accomplishments of the objects and purposes of the Fund and this Trust and Trust Agreement.

In addition, the Trustees shall establish terms and conditions for the Employee Benefit Trust including, but not limited to:

- A. Establish terms and conditions of coverage including exclusions of coverage;
- B. Establish provisions for eligibility requirements to enroll for coverage;
- C. Ensure that all claims are processed promptly;
- D. Administer the Trust Fund pursuant to this Agreement;
- E. Designate a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2, Articles 3 Or 9 of the Arizona Revised Statutes, and such license shall be verified by the Board of Trustees at time of the designation;
- F. Provide financial oversight of the Trust Fund by evaluating claim expenses and reserve amounts;
- G. Review the Trust Fund quarterly to insure sufficient funds exist to pay outstanding and future benefits, to pay for losses or claims or any combination of insurance and direct payment, and to pay for risk management consultation;
- H. Make recommendations to the City Manager on financial issues relating to the self-insured programs;
- I. Comply with all requirements of State and Federal laws relating to self-insurance programs;
- J. Take all necessary precautions to safeguard the assets of the Trust;
- K. Maintain minutes of its meetings.

Section 3.07 TRUSTEES' AUTHORITY The Trustees shall have the power to enter in contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desirable schedule of benefits. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of direct or self-funding by the Trust and/or by the procurement of group insurance contracts (permissible under the laws of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees, the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of direct or self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

Should the Trustees select or provide for any policy or any program of self-funding, no claims for benefits or no claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claim representatives, actuaries, or other officials charged with the administration of such a program of self-funding. In the event that submitted claims of Employees and/or Dependents exceed the funds available, the claims shall be paid in the order received.

Section 3.08 DEPOSITS AND INVESTMENTS All corpus or portions of the Fund not expended under Article III may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust, shall be invested by the Trustees in reasonable secure, reasonable liquid investments.

The Fund may accumulate dividends or experience rating refunds or other monies, if any accruing from any insurance policy or policies deposits or investments. Such dividends, refunds or other monies or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums, or held, used or applied as herein set forth.

Section 3.09 COMPENSATION The Trustees shall receive no compensation for their services except for reimbursement of actual reasonable expenses incurred.

Section 3.10 WITHDRAWALS All checks, drafts, vouchers or other withdrawals from the Fund or depositories and the transfer or liquidating of insurance policies or

investments shall first be authorized by the Trustees and then signed by appropriate signatories as determined by the Trust, except that checks for claims payment under the self-funded benefit provision of this Trust may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefit.

Section 3.11 CHAIRMAN, VICE-CHAIR, AND SECRETARY The Trustee shall elect from among themselves at their first meeting a Chairman, Vice-Chair and Secretary of the Trustees. The Chairman shall preside at all meetings of the Trustees and who shall be empowered to perform ministerial duties of the Trustees as the Trustees may from time to time delegate to him. The Vice-Chair will preside in the Chairman's absence. The Secretary shall keep minutes of all meetings, proceedings, and acts of the Trustees, which records shall be available at the said Principal Office for inspection by all the Trustees and interested persons during usual business hours. Such records and minutes need not be verbatim.

Section 3.12 MEETINGS The Trustees shall hold a regular meeting as soon as practical after being appointed and regular meetings shall be held periodically at least four (4) times each year after the first regular meeting. The Trustees shall determine the time and place of the regular meeting of the Board. Special meetings of the Trustees may be called by the Chairman. At least seven (7) days written notice designating the time and place of the annual, regular or any special meeting shall be given to the Trustees. Any meeting at which all Trustees are present shall be subject to the open meeting law established by Arizona Statute.

Section 3.13 PROXY Any Trustee, or any other person duly authorized in writing by an absent Trustee, may cast a vote on behalf of such absent Trustee. Any such authorization must be given for each meeting.

Section 3.14 QUORUM To constitute a quorum or special meeting of the Trustees, there must be present in person or by proxy at least three (3) Trustees.

Section 3.15 VOTING Each Trustee shall have one (1) vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

Section 3.16 FISCAL YEAR AND AUDIT The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of July and ending on the last day of June of the following year and similarly each and every year thereafter. Any report required by law, city, county, state or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an external annual audit and accounting of the Trust Fund by a Certified Public Accountant in accordance with good accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust. Copies of the audit

and generalized statements of the accounting and reports shall be delivered to each Trustee after each audit or at other times when necessary and a copy maintained in the City Recorder's office for a period of five (5) years.

Section 3.17 REGULATIONS The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligation and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefit hereunder.

Section 3.18 BONDS The Trustees shall procure fidelity bonds for the Trustees and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and shall meet the requirements as may be required, from time to time by applicable United States or State law. Such are to be obtained from reputable fidelity or surety company or companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other persons as described in this section, said Trustee or person shall not serve and shall resign or be terminated.

Section 3.19 DEFENSE The Trustees shall institute, prosecute, maintain or defend any proceeding at law or inequity concerning the Trust Fund or the assets thereof, at the sole cost and expense of the Trust Fund, and to compromise, settle, and adjust any claims and liabilities asserted against or in favor of the Trust Fund or of the Trustees; but the Trustees shall be under no duty or obligation to institute, maintain, or defend any action, suit, or other legal proceeding unless it shall have been indemnified to its satisfaction against any and all loss, cost, expense, and liability it may sustain or anticipate by reason thereof.

ARTICLE IV TRUSTEE AND SUCCESSOR TRUSTEES

Section 4.01 TRUSTEE TERMINATION The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal of a Trustee by a majority vote of the City Council; or for a Trustee who is an employee of the City of San Luis, the termination of such employment.

In the event of the death, resignation, or removal of an appointed Trustee, the City Council shall designate a successor to such Trustee from recommendations from the Mayor, who, upon acceptance of his/her appointments in writing, shall succeed to the legal interest of his/her predecessor. Upon the effective date of the death, resignation or removal, the Trustee shall be discharged from any further duty or responsibility under the

Trust and any and all property in his or her possession or control which belongs to the Plan or Trust shall be delivered to the Chairman (or to the Secretary, if the Chairman is resigning, removed, or deceased.)

Section 4.02 TRUSTEE RESIGNATION A Trustee may resign by giving sixty (60) days prior written notice to the Chairman. The Chairman may exercise discretion to waive or reduce the sixty (60) day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of the resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts the appointment prior to the stated effective date of the resignation.

Section 4.03 SUCCESSORS The Trustees, and their successors from time to time acting hereunder, shall have all the rights, powers and duties of the original Trustees named herein and the insurance company or companies and Contract Administrator shall be immediately notified of any successor.

Section 4.04 SUCCESSORS' LIABILITY No successor Trustee shall be liable or responsible for any act or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Fund or Trust prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A successor Trustee is solely responsible for his/her actions as set forth in Article III.

Section 4.05 SUCCESSORS' TERM The appointed successor Trustee shall complete the initial term of his predecessor.

ARTICLE V CONTRIBUTIONS TO THE FUND

Section 5.01 CONTRIBUTIONS In order to effectuate the purpose hereof, the City and/or Employees shall contribute to the Fund an amount determined by the Trustees, to be necessary to pay for the benefits provided hereunder. The City and/or Employee contribution shall be due and payable as of the first day of the month as determined by the Trustees.

Section 5.02 CITY CONTRIBUTIONS ARE NOT WAGES The City contributions to paid into the Fund shall not constitute or be deemed wages due to Employees, nor shall the City contributions in any manner be liable for or subject to the debts, contracts, or liabilities of the City; neither the City, any Employee, nor any Dependent under the Plan shall have any rights, title, or interest in the Fund, except as otherwise specifically provided herein.

Section 5.03 PAYMENTS IN LIEU OF BENEFITS No Employee shall have any right to receive any part of his own or the City contributions paid to him in lieu of benefits.

Section 5.04 PAYROLL DEDUCTIONS All Employees' contributions shall be paid by payroll deductions. The City shall remit all monies obtained through payroll deductions in a lump sum to the Fund, at least once per month, or as otherwise determined by the Trustees.

Section 5.05 PAYMENT All contributions shall be payable to name of the Trust, and shall be paid in the manner and form determined by the Trustees.

Section 5.06 REPORTS The City shall make all reports required by the Trustees. The Trustees may at any time have an audit made by an independent Certified Public Accountant of the wage records of the City in connection with their contribution and/or reports.

Section 5.07 IRREVOCABILITY OF CONTRIBUTIONS Subject to the provisions providing for termination of this Trust Agreement in Article XII, all contributions to the Fund shall be irrevocable, and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be revocable by or payable to the City or any Employee, nor shall any of the same be used for or diverted for purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

ARTICLE VI PAYMENT OF BENEFITS

Section 6.01 METHOD OF PAYMENT The Trustees shall arrange for the disbursement of benefits under the Employee Benefit Trust through a Contract Administrator appointed by the Trustees for any self-funded benefits or through insurance company for fully-insured benefits.

Section 6.02 PROTECTION OF EMPLOYEES Prior to payment to an Employee or his Dependents, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the City. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, and levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

Section 6.03 CLAIM TO BENEFITS No Employee, Dependent, or other beneficiary shall have any right or claim to benefits under the Employee Benefit Trust except as specified in the policy or policies or contract or contracts or self-funded benefits procured or entered into pursuant to Article II and III. Any disputes as to eligibility time, amount,

or duration of benefits shall be resolved by the appropriate insurance carrier or Contract Administrator, under and pursuant to the policy or contract; and the Employees, Dependents, or other beneficiary shall not have a right or claim in respect thereto, against the Funds, or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

Section 6.04 FAILURE TO PAY BENEFITS Neither the City, nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Trust. If for any reason including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an Employee or Dependent shall, in all events, be limited to the extent that sufficient self-insured funds are available to the Trustees for the payment of all such claims; and in such event, benefit payments to Employees or Dependents shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionately equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, all disputes or controversies shall be settled by the dispute provision contained in Article VII.

ARTICLE VII CONTROVERSIES AND DISPUTES

Section 7.01 DISPUTES The Trustees shall have the power to construe, interpret and apply the provisions of this Agreement and Declaration of the Trust or any amendments, rules or regulations adopted thereto, and the terms used herein and any construction, interpretation or application adopted in good faith shall be final and binding upon the City, beneficiaries, administrators, and/or legal representatives.

Section 7.02 BENEFITS CLAIM SETTLEMENT The Trustees may in their sole discretion compromise or settle any disputed benefits claim or benefits claim controversy in such manner as they deem best, and any decision made by a majority of the Trustees in compromise or settlement or a disputed benefits claim or benefits claim controversy, or any compromise or settlement agreement entered into by the Trustees shall be conclusive and binding upon all parties interested in this Fund.

Section 7.03 DISPUTE OF POWERS In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to the City.

**ARTICLE VIII
RESPONSIBILITY**

Section 8.01 RESPONSIBILITY The Trustee shall only be responsible for monies when and only after such are received in accordance herewith. The Trustees, or Successor Trustees, shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies actually received in hand by them for execution and administration of the terms of the Fund. The Trustees and Successors shall not be responsible for the action or omission of their Co-Trustees, Successors, nor for the actions or omissions of other agents, or for any of the actions or omissions of any insurance company or its agents, servants, or representatives, including, but not limited to non-payment of claims by an insurance company or insurance companies for any reason. The City shall hold harmless the Trustees or Successor Trustees from all such claims except those arising from his/her own willful misconduct, bad faith or gross negligence. (No Trustee or Successor Trustee shall be entitled to any indemnification or court costs or attorney's fees for any liability arising from his/her own willful misconduct, bad faith or gross negligence.)

Section 8.02 OTHER PERSONS AND INTERPRETATIONS No person who is dealing with the Trustees shall be obligated to see the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity of expediency of any act of the Trustees. Every instrument executed by the Trustees or by their direction shall be conclusive in favor of every person who in good faith relies upon it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Agreement and (c) the Trustees were duly authorized to execute the instrument or direct its execution

**ARTICLE IX
AMENDMENTS**

Section 9.01 AMENDMENTS It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Agreement, and it is the intention of the Trustees, and each and every party or person to this Agreement that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted to the Trustees, by all parties to this Agreement, to amend this Agreement upon the consent and unanimous agreement of the Board of Trustees, and all parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby. Any such amendment shall be signed by the Trustees or Successor Trustee

**ARTICLE X
NONVESTING OF RIGHTS**

Section 10.01 RIGHTS No Employee, Dependents, beneficiary, nor any other person or group nor their respective successors, assignees nor legal representatives shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus, (income or increments thereto) insurance dividends, cash value, if any, or insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any participating Employee who withdraws or ceases to participate in the Employee Benefit Trust does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, its corpus and assets. No Employee, nor his Dependents, beneficiary, nor any other person or group nor their respective successors, assignees nor legal representative shall have any right in or to the Trust, Fund, corpus, insurance, interest, dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this agreement and any benefits he or they may have is forever terminated and discharged upon the Employee's loss of employment with the City (quitting, discharge, or otherwise), or when this Trust Agreement is terminated, wound up, and dissolved. No benefit, right or interest is transferrable or assignable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property, or equity, of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part of portion of the Fund, shall be subject in any manner by any Employee, or person claiming through such Employee, to ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage, lien or charge of whatsoever nature or kind, and any attempt to cause the same is and shall be null and void.

**ARTICLE XI
PROVISIONS RELATING TO INSURANCE COMPANY**

Section 11.01 No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of this Agreement shall be deemed to be a party to this Trust Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Trust Agreement in any manner for the benefit of any insurance company or companies.

Section 11.02 An integral part of the trust will be an aggregate stop loss and specific stop loss insurance. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Arizona.

**ARTICLE XII
TERMINATION OF TRUST**

Section 12.01 TERMINATION BY THE TRUSTEES This Trust may be terminated after ninety (90) days advance written notice duly executed by all the Trustees.

Section 12.02 TERMINATION BY THE CITY This Trust may be terminated after ninety (90) days advance written notice duly executed by the City. If the Trust is in a deficit position, including the claims lag determined by the Trustees, the City and Employees will share in the liability of the Trust.

Section 12.03 NOTIFICATION OF TERMINATION Upon termination of the Trust in accordance herewith, the Trustees shall forthwith notify all Employees in writing and also all other necessary parties.

Section 12.04 CONCLUDING THE TRUST Notwithstanding any provisions herein concerning the duration and termination of this Trust, the Trust shall continue in existence for so long a period as may be necessary to wind up its affairs; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust.

Section 12.05 FUNDS REMAINING Upon termination of this Trust, any and all monies remaining in the Fund after the payment of all unpaid claims and/or insurance premiums and other expenses and obligation of the Trust, shall be paid or used for the continuance of one or more of the benefits of the character hereinabove contemplated, until such monies have been exhausted.

Section 12.06 FINAL ACCOUNTING As such time as the Trust is terminated, the Trustees shall render a final accounting of the affairs of the Trust and the Trust Fund to the City and all Employees, and thereafter there shall be no claim or action against the Trustees and they shall have no further responsibility or duties and they shall be discharged.

**ARTICLE XIII
MISCELLANEOUS**

Section 13.01 LAWSUITS In the event any suit, action or proceeding is brought against the Trust, Trustees, one or more of the Trustees or the Fund, in connection with any matter arising out of the administration of the Trust of Fund in connection with this Trust Agreement or in connection with any action or omission of the Trustees or any one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including but not limited to a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them or one or more of them in any such suit, action or proceeding, including counsel fees and all

other costs, shall be paid from the Fund as long as the Trustees have acted in good faith and until final judgment has been rendered that the Trustees have acted in bad faith, gross negligence or willful misconduct, and in the event of such judgment, the Trust shall be entitled to recover all sums paid to or for Trustees for counsel fees and other costs. It is the intent to indemnify the Trustees against all honest mistakes in judgment and all acts of omissions that are not deliberate or willful violations of the duties of the Trustees. In addition, the trustees shall have the right to commence and prosecute such suits, actions or proceedings as seem to them, necessary and proper in order to protect the interest of the trust and Fund, and, in this connection, the Trustees shall have the same rights and reimbursements for costs concerning the prosecution of such suites as heretofore described in defending lawsuits.

Section 13.02 WORKER'S COMPENSATION The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation Laws.

Section 13.03 SITUS The City of San Luis, County of Yuma, State of Arizona shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed, made, executed and delivered in such State.

Section 13.04 CONSTRUCTION Wherever any words are used in the Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement and Declaration of Trust in the plural form they shall be construed as though they were also in the singular form in all situations where they would also apply.

Section 13.05 SEVERABILITY Should any provision or term in this Trust Agreement be deemed or held unlawful or invalid for any reason, such fact shall not adversely affect the provisions herein contained unless such illegality shall make impossible or impractical the functioning of the Trust, and in such case the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

Section 13.06 INTERNAL REVENUE This Trust Agreement is being entered into and the City contributions are being made upon the condition and understanding of the City that all payments made by the City to this Fund are legally deductible as a business expense of the City for tax purposes under State and Federal laws, and that the same are not taxable to the Employee for compensation. The parties hereto individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and maintain a tax-exempt status for this Trust. If any

provisions of this Trust Agreement are held to render contributions by the City into the Trust non-deductible for tax purposes, or taxable to the Employee, or to render income received by such Trust non-exempt from taxation, the necessary steps to remedy such non-deductibility or taxability shall be taken immediately.

Section 13.07 CAPTIONS It is understood and agreed that the captions headings are for convenience only and are not and shall not be a part of this Trust Agreement and in no manner whatsoever define, limit or expand any of the items, obligations or conditions hereof.

ACCEPTANCE

The undersigned Trustees hereby accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provision thereof.

BOARD OF TRUSTEES

<u><i>Celina S. Lopez</i></u>	<u>3/14/2012</u>
Trustee	Date
<u><i>José Duhaime</i></u>	<u>3/14/12</u>
Trustee	Date
<u><i>Bob Cook</i></u>	<u>3/14/12</u>
Trustee	Date
<u><i>LM Sabogi</i></u>	<u>3/14/12</u>
Trustee	Date
<u><i>[Signature]</i></u>	<u>3/14/12</u>
Trustee	Date

ACCEPTANCE

The undersigned City hereby accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provisions thereof.

CITY OF SAN LUIS

<u><i>Juan Escamilla</i></u>	<u>3/15/12</u>
Mayor	Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 02/22/2023

Department Head: Adela Cortez, Director Human Resources, Human Resources Department

Submitted By: Adela Cortez, Director Human Resources, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2254. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the City of San Luis Personnel Policies § HR-3-03(L) for additional compensation for reassignments to become effective the date of reassignment rather than after 90 days of the effective date; repealing any conflicting provisions; and providing for severability. **(Adela Cortez, Human Resources Director)**

SUMMARY:

The City's Salary Administration policy, HR-3-03(L), allows for employees to be temporarily assigned to cover another position of a higher or lower grade or assigned to assume some of the duties of a higher or lower pay grade to meet temporary organizational needs. This is commonly done when another position is vacant or as a result of an employee's Leave of Absence and duties to that position requiring coverage.

The policy indicates employees will remain at their regular rate of pay should the reassignment be from one (1) day to three (3) months. If the temporary reassignment extends beyond three (3) months, the employee may receive the entry rate of the new position or 5% increase from the employee's rate of pay, whichever is higher. This additional compensation is applied on day 91st.

Staff is seeking approval to provide additional compensation to employees on the effective date of the Temporary Assignment. Employees are subjected to meet the requirements of the new position plus they are contributing to the agency's operational continuity. For these reasons, we are seeking approval to compensate employees starting on the effective date of the assignment rather than waiting for 90 days.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2254 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Yes
TOTAL:	See Fiscal Impact Statement
BUDGETED AMOUNT:	See Fiscal Impact Statement
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):

Temporary assignments are necessary for the continuity of operations when there are vacancies in the department. These vacancies provide budget capacity to cover the additional pay. For employee's Leave of Absence with pay, there are no vacancies to cover the additional expense; however, the departments can identify budget capacity within the departments or as last resource departments can request budget to council from the contingency budget.

Attachments

Resolution No. 2254



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2254

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE CITY OF SAN LUIS PERSONNEL POLICIES § HR-3-03(L) FOR ADDITIONAL COMPENSATION FOR REASSIGNMENTS TO BECOME EFFECTIVE ON THE DATE OF REASSIGNMENT RATHER THAN AFTER 90 DAYS OF THE EFFECTIVE DATE; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

WHEREAS, the City of San Luis authorizes the City Manager to recommend to City Council that additional compensation for Temporary Assignments be effective on the effective date of the Temporary Assignment; and

WHEREAS, the Personnel Policies of 2008, HR-3-03(L), provides for employees to receive additional compensation when the employee is temporarily assigned to cover another position of higher or lower pay grade; and

WHEREAS, the policy indicates that employees shall remain at the employee's regular rate of pay; and

WHEREAS, the temporary assignment may last from a fraction of a day to three (3) months; and

WHEREAS, when an employee is assigned to a temporary assignment that lasts longer than three (3) months or of an indefinite nature where the supervisor cannot reasonably foresee an ending date for the assignment, the employee may receive the entry salary of the position or five percent (5%) increase from the employee's rate of pay, whichever is higher;

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

Section 1: Personnel Policies of 2008, HR-3-03(L) is amended to read:

Temporary Assignments. An employee temporarily assigned to cover another position of higher or lower grade or assigned to assume some of the duties of

a higher or lower pay grade will receive additional compensation. The additional compensation will be equivalent to the beginning of the entry salary of the position or 5% increase of the employee's rate of pay, whichever is higher. The new rate will be effective on the date the temporary assignment begins. The new pay rate may not exceed the maximum rate of the new position salary range.

Section 2: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

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

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

APPROVED, PASSED, and ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____ day of February 2023.

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

6. E.

Meeting Date: 02/22/2023

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 City of San Luis Public Works accepting professional services proposal from Nicklaus Engineering Incorporated for the Re-design, Bidding Assistance, and Construction Administration of the Co. 22nd and 4th Ave intersection improvements to include dual turn lanes and traffic signals. **(Manuel Hernandez, Public Works Project Manager)**

SUMMARY:

The Department of Public Works is seeking Council approval for accepting Professional Services from Nicklaus Engineering Incorporated for the Re-Design, Bidding Assistance, and Construction Administration of the Co. 22nd and 4th Ave intersection improvements to include dual turn lanes and traffic signals.

The improvements to this intersection will help alleviate traffic congestion during peak hours for the thousands of residents that travel on this roadway each day. The improvements will increase safety, improve traffic flow, and help reduce and or eliminate vehicle accidents at the current intersection.

The Public Works Department is asking for the City Council's approval to accept a professional services proposal for \$44,797.00. This purchase falls under the provisions of City Code 3.05.080 Professional Services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT THE PROFESSIONAL SERVICES PROPOSAL FOR THE RE-DESIGN, BIDDING ASSISTANCE, AND CONSTRUCTION ADMINISTRATION OF THE CO. 22ND AND 4TH AVE INTERSECTION IMPROVEMENTS BY NICKLAUS ENGINEERING, INCORPORATED NOT TO EXCEED \$44,797.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	\$80,808.00
BUDGETED AMOUNT:	\$150,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$1,811,660.22

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay - ARPA
Revenue Loss Streets Projects
GL# 255-021-90051.228
/\$1,811,660.22

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

N/A

Attachments

County 22nd 4th Ave - Nicklaus Proposal

February 7, 2023

San Luis Department of Public Works
1090 E. Union Street
San Luis, Arizona 85349

Attention: Mr. Manuel Hernandez, Public Works Project Manager
**Reference: Engineering Consulting Services for
County 22nd Street & 4th Avenue Intersection**

Dear Mr. Hernandez,

Nicklaus Engineering, Inc. (Nicklaus) appreciates the opportunity to submit our formal proposal for the above-referenced project. It is our understanding that the City of San Luis plans to improve the intersection of County 22nd Street & 4th Avenue, including developing signalization, constructing eastbound dual right turn lanes, and constructing northbound dual left turn lanes.

Our services will include the following:

TASK 1.0: PROJECT MANAGEMENT

Our services for Task 1.0 will include the following:

- Coordination with the City of San Luis Project Manager
- Project Management during Pre-Design Phase, Design Phase, Bidding Phase, and Post Construction Phase.

TASK 2.0: PRE-DESIGN PHASE

Our services for Task 2.0 will include the following:

- Meet with the City of San Luis and other stakeholders to prepare a detailed design schedule.
- Participate in a general Project kick-off meeting.
- Review and comment on Project kick-off meeting minutes.

TASK 2.1 TOPOGRAPHIC SURVEY

Our services for Task 2.1 will include the following:

- Survey of existing Right-of-Way (ROW) and area anticipated for road widening. It is anticipated that the survey will be to supplement the current topographic data.
- Survey of existing striping and signing.
- Survey everything near the surface of the roadway, including survey markers/pins, manholes, water valves, catch basins, etc.
- Survey to include anything important outside the ROW pertinent to the project.
- Survey of existing utilities.
- Delivery of Topographic Survey in City of San Luis CAD Criteria format.

Survey Notes and Exclusions:

- The proposal does not include a boundary survey and/or the setting of survey monuments for the preparation and filing of a Record of Survey for the project site.
- The location of utilities is to be those observed or marked on plans supplied by the City of San Luis. No location of underground lines by a private utility location service is included in this proposal. Note that 811 utility location services typically only locate and mark underground utilities during the construction phase.
- This proposal excludes all fees charged by other entities, if any, that may be required in conjunction with the work, including but not limited to title company fees and city and county fees, if any.

TASK 2.2 GEOTECHNICAL INVESTIGATION

Our services for Task 2.1 will include the following:

Our proposed fee is based on the site being open and accessible to our drill rig. We will employ a truck-mounted drill rig with a two (2) man crew and a staff engineer/geologist to collect and log soil samples. We will advance up to the following boreholes, three (3) 15-foot-deep borings along the shoulder of the existing pavement.

Drilling operations will be to the depths or until refusal. It is not anticipated drilling will occur past groundwater. Soil samples will be collected at approximately 5-foot intervals using either a Standard Penetration Test (SPT) sampler or a Modified California sampler. Bulk samples will be collected from the upper 5 feet from select borehole locations. Cuttings will be used as backfill material. It is assumed that the material can be drilled using standard hollow stem auger drilling equipment. It is also assumed that no rock coring, asphalt coring, or concrete coring will be required.

We anticipate that laboratory testing will include moisture content, dry density, grain size distribution, Atterberg Limits, and corrosivity test. We will prepare an assessment report with geotechnical recommendations for the design and construction of the proposed project. We will provide geotechnical engineering services that will primarily include:

- Preparation of final report summarizing the results of the geotechnical investigation with recommendations
- Recommendations for earthwork and site grading
- Flexible pavement design based on local City of San Luis standards
- Estimated depth to groundwater
- Recommendations for earthwork construction testing methods
- Seismic soil class for the site per local building code

Geotechnical assumptions include:

- Our fee does not include Permit Fees.
- The fee does not include a liquefaction study, nor will mitigation measures be discussed. Should liquefaction be a concern at the site, a separate proposal may be submitted upon request.
- Before digging operations, it will be necessary for the City of San Luis to provide Nicklaus with utility information. This proposal does not include any potholing or similar type of utility locating services. Should

any utility be damaged or disrupted during Nicklaus digging operations, Nicklaus, nor its subcontractors, will not be held responsible for repair or claims resulting from such damage or disruption.

- Pricing does not include any services, materials, or alternate drilling methods not specifically described in this proposal.
- Should standby time caused by others be encountered, costs in addition to those in this proposal may be incurred.
- Nicklaus will not be responsible for damage to landscapes, flatwork, or structures, caused by equipment movement or drilling operations unless such damage is caused by its employee's negligence or willful misconduct.
- Nicklaus will not be responsible for providing traffic control.
- The fee is based on the availability of Nicklaus owned and operated drill rig. Delays caused by unforeseen maintenance operations may add to the delivery time of the report.

TASK 3.0: DESIGN PHASE

Our services for Task 3.0 will include a 30% (Initial) submittal, a 60% (Preliminary) submittal, a 95% (Final) submittal, and a 100% (PS&E) submittal. Services for the Site Design Package will include:

- Coordination with appropriate agencies and utilities.
- Preparation of Utility Supplemental Provisions.
- Reproducible bid schedule necessary to bid and construct the improvements.
- Electronic versions of all plan sheets, technical specifications, supplementary conditions, cross sections, and bid schedule in AutoCAD (plan sheets and cross sections) and PDF (all documents) formats on a USB drive.

30% (Initial) Design Submittal

- Final roadway geometry and preliminary roadway plan and profile sheets
- Typical roadway sections
- Location of existing utilities
- Graphic layout of proposed pavement markings and traffic signal
- Initial roadway cross sections at one hundred (100) ft. intervals
- Final survey information
- Initial summary of quantities
- Listing of Technical Specifications and/or Supplementary Conditions anticipated
- Estimate of probable construction cost

60% (Preliminary) Design Submittal

- Preliminary design sheet(s) with sheet index, general notes, and summary sheets
- Pre-final roadway plan and profile sheets
- Final typical roadway sections
- Preliminary pavement marking plans and traffic signal plans.
- Preliminary roadway cross sections at one hundred (100) ft. intervals
- Preliminary summary of quantities
- Draft Technical Specifications and Supplementary Conditions
- Preliminary Bid Schedule

- Estimate of probable construction cost

95% (Final) Design Submittal

- Design sheet(s) with sheet index and general notes
- Summary sheets
- Typical roadway sections
- Roadway plan and profile sheets
- Signing, pavement marking plans, and traffic signal plans.
- Roadway cross-sections
- Final summary of quantities
- Final design calculations
- Final Technical Specifications
- Final Supplementary Conditions
- Final Bid Schedule
- Estimate of probable construction cost

100% (PS&E) Submittal

- Reproducible set of sealed and signed plans.
- Reproducible set of sealed and signed technical specifications and supplementary conditions.
- Final and complete quantity summaries.
- Final estimate of probable construction cost.

Civil Design assumptions and exclusions include:

- Should offsite improvements be required beyond those specifically identified in this proposal, we can provide those services under a contract modification.
- Nicklaus will not evaluate existing utilities nor design any new utilities.
- It is assumed that traffic control plans are not required.
- It is assumed no ADA ramps are required.
- Services do not include evaluation nor improvements to existing offset drainage conditions. It is expected drainage from the roadway improvements will be retained in the drainage swales along the shoulder. All calculations for drainage will be roadway runoff. Offsite is defined as areas outside of the proposed improvements.
- It is assumed no landscaping nor curb and gutter.

TASK 4.0 BIDDING ASSISTANCE

Our services for Task 4.0 will consist of the following:

- Prepare the Pre-Bid meeting agenda and attend Pre-Bid
- RFI response through bid addendums
- Attend Bid Opening and prepare the Bid Tab.
- Provide the award recommendation.

TASK 5.0 CONSTRUCTION ADMINISTRATION

The below Task 5.0 scope of work for Construction Administration is based on our phone conversation on February 7, 2023. We understand our scope of work to be as follows:

- Limited, periodic onsite inspections for no more than 60 working days (12 weeks).
- The Construction Inspector will be onsite during construction activities. It is assumed the Inspector will be onsite for no more than 2 hours per site visit, including travel time. One hour per site visit is assumed for the site visit report.
- Pre-construction will include a thorough review of all construction documentation, coordination with the City of San Luis, and attendance of the pre-construction meeting by the Inspector. It is assumed that the City of San Luis will provide the pre-construction meeting agenda and minutes.
- Review of payment applications, change orders (assumed no more than 3), RFI's (assumed no more than 3), and submittals.
- Pre-final and final inspections. Development of a pre-final inspection punch list.
- Post-construction services will include a redlined set of construction plans for the creation of As-Built plans by Nicklaus Engineering.

If you have any questions regarding this proposal, please feel free to give me a call at (928) 246-1616 (cell).

Best regards,
Nicklaus Engineering, Inc.



Antonio Alvarez, P.E.
Vice President



DATE OF PROPOSAL: 1/25/2023

PROJECT:		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Totals								
LOCATION:		Pre-Design Phase & Engineering Programming	Initial Design	Preliminary Design	Final Design	Plans, Specifications & Estimate	Bid Phase	Construction Administration Services									
Intersection Improvements. Eastbound double right turn, and northbound double left																	
County 22nd Street and 4th Avenue																	
PART I - Direct Services																	
LABOR CATEGORY	RATE	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Principal Engineer	\$211.00	2	\$422	2	\$422	2	\$422	2	\$422	2	\$422	6	\$1,266	0	\$0	16	\$3,376
Senior Engineer	\$170.00	3	\$510	11	\$1,870	11	\$1,870	8	\$1,360	4	\$680	0	\$0	0	\$0	37	\$6,290
Project Engineer	\$128.00	0	\$0	26	\$3,328	20	\$2,560	22	\$2,816	12	\$1,536	2	\$256	78	\$9,984	160	\$20,480
Senior Engineering Designer	\$116.00	3	\$348	21	\$2,436	35	\$4,060	14	\$1,624	0	\$0	0	\$0	0	\$0	73	\$8,468
Engineering Designer	\$104.00	0	\$0	5	\$520	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	5	\$520
Engineering Technician - III	\$82.00	0	\$0	25	\$2,050	22	\$1,804	13	\$1,066	0	\$0	0	\$0	0	\$0	60	\$4,920
Engineering Technician - II	\$79.00	0	\$0	33	\$2,607	30	\$2,370	14	\$1,106	2	\$158	0	\$0	8	\$632	87	\$6,873
Sub Total Direct Labor		8	\$1,280	123	\$13,233	120	\$13,086	73	\$8,394	20	\$2,796	18	\$2,622	293	\$33,386	655	\$74,797
Profit 0.00%			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Total Direct Labor & Profit			\$1,280		\$13,233		\$13,086		\$8,394		\$2,796		\$2,622		\$33,386		\$74,797
Other Direct Costs																	
Equipment and Materials	Drill Rig		\$0		\$990		\$0		\$0		\$0		\$0		\$0		\$990
Reproduction	Nicklaus		\$0		\$75		\$83		\$121		\$95		\$3		\$0		\$377
Laboratory	Nicklaus Geotechnical		\$0		\$750		\$0		\$0		\$0		\$0		\$0		\$750
Sub Contractors																	
Topographic Survey	Desert Surveying		\$0		\$3,000		\$0		\$0		\$0		\$0		\$0		\$3,000
Sub Total ODCs and Sub Contractors			\$0		\$4,815		\$83		\$121		\$95		\$3		\$0		\$5,117
G&A 6.79%			\$0		\$327		\$6		\$8		\$6		\$0		\$0		\$347
Profit 10.00%			\$0		\$514		\$9		\$13		\$10		\$0		\$0		\$546
Total ODCs and Sub Contractors			\$0		\$5,656		\$98		\$142		\$112		\$3		\$0		\$6,011
Travel			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Grand Total			\$1,280		\$18,889		\$13,184		\$8,536		\$2,908		\$2,625		\$33,386		\$80,808



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 02/22/2023

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 acceptance and award of a construction contract for the Co. 24th Street Between Avenue H to Avenue F 1/2 Project. **(Manuel Hernandez, Public Works Project Manager)**

SUMMARY:

The Department of Public Works is seeking Council approval for accepting and awarding a construction contract to, Gutierrez Canales Engineering, PC, the lowest responsible bidder, for the Co. 24th Street between Avenue H to Avenue F 1/2 Project. The new roadway will greatly help with local traffic circulation as it will provide an additional connection between East and West San Luis. The improvements will improve public safety response times. This purchase falls under the provisions of City Code 3.05.030, 3.05.040, and 3.05.050.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT THE CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF THE CO. 24TH STREET BETWEEN AVE H AND AVE F 1/2 BY GUTIERREZ CANALES ENGINEERING, PC, NOT TO EXCEED \$2,639,269.14, AND APPROVE BUDGET TRANSFER AS STATED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$2,640,000
BUDGETED AMOUNT:	\$2,500,000
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 budgeted \$2,500,000 for this project in FY 2023. We are asking council approval to do a budget transfer from account 806-181-90015 to account 200-210-90010 in the amount of \$140,000 to have enough funds to cover this project. We do have budget capacity in this account due to delays in the construction of the Police Station.
