



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, September 13, 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 Miercoles, 13 de Septiembre del 2023. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AMENDED ON 9/12/2023
AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 13, 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.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. 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. PROCLAMATION/PRESENTATION

5. A. Hispanic Heritage Month September 15, 2023 - October 15, 2023

5. B. Presentation and update on the East San Luis Community Park. (Jenny Torres, Acting City Manager)

6. CONSENT AGENDA

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

6. A. **MINUTES OF**
- Regular Council meeting held August 9, 2023
6. B. **DISBURSEMENTS FROM AUGUST 16, 2023 TO SEPTEMBER 5, 2023**
Total \$2,930,223.47
(Two Million, Nine Hundred-Thirty Thousand, Two Hundred Twenty-Three Dollars and Forty-Seven Cents)
7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
7. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0291F, a request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 3 Final Plat; the property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
7. B. Discussion and possible action on any and all matters regarding the Agreement with Arizona Public Service (APS) Company for the Electrical Installation Project for the East San Luis Community Park. **(Jose Luis Cisneros, Acting Director of Parks & Recreation)**
7. C. Discussion and possible action on any and all matters regarding the purchase of (3) John Deere Tractors with Mulch Kit attachment and (1) John Deere Tractor with Backhoe attachment for the Parks Grounds Division. **(Jose Luis Cisneros, Acting Director of Parks and Recreation)**
7. D. Discussion and possible action on any and all matters regarding the engagement of engineering services and bid assistance with James Davey and Associates, Inc., for the design of a two (2) million-gallon water storage tank at Well Site #7. **(Jorge Perez, Assistant Director of Public Works)**
7. E. Discussion and possible action on any and all matters regarding budget transfer and payment ratification on the intersection improvements on County 22nd Street and Sidewinder Road. **(Jorge Perez, Assistant Director of Public Works)**
7. F. Discussion and possible action on any and all matters regarding amending professional services with Nicklaus Engineering Incorporated for the bidding assistance, construction administration, and extending the project limits of the County 22nd Street and 4th Avenue intersection project. **(Manuel Hernandez, Acting Assistant Director of Public Works)**
7. G. Discussion and possible action on any and all matters regarding the installation of 37 streetlights at County 24th Street roadway. **(Manuel Hernandez, Acting Assistant Director of Public Works)**
7. H. Discussion and possible action on any and all matters regarding authorization to purchase three (3) fully marked Harley-Davidson Motorcycles using Fiscal Year 2023-2024 Capital Projects budgeted funds. **(Nigel Reynoso, Administrative Lieutenant)**

7. I. Discussion and possible action on any and all matters regarding temporary staffing services through Hire Quest Inc. **(Maria Muñoz, HR Analyst)**
7. J. 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, providing for severability, and declaring an emergency. **ITEM CONTINUED FROM THE SPECIAL COUNCIL MEETING HELD JANUARY 25, 2023. (Jenny Torres, Acting City Manager)**
- (6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)*
7. K. Discussion and possible action on any and all matters regarding the restructuring of several city departments. **(Jenny Torres, Acting City Manager)**
7. L. Discussion and possible action on any and all matters regarding Order No. 2023-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, voluntarily withdrawing from the Greater Yuma Port Authority, repealing conflicting provisions, and providing for severability. **(Jenny Torres, Acting City Manager)**
7. M. Discussion and possible action on any and all matters regarding Resolution No. 2288. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, renaming the city building at 800 East Cesar Chavez Boulevard, the Fernando Padilla City Building, repealing conflicting provisions, and providing for severability. **(Jenny Torres, Acting City Manager)**
7. N. Discussion and possible action on any and all matters regarding the prosecutor vacancy and whether to continue the position as a full-time city employee in the classified service or return to a part-time, outsourced independent contractor. **(Kay Marion Macuil, City Attorney)**
7. O. Discussion and possible action on any and all matters regarding Resolution No. 2289. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, to designate official places for posting the city's public notices. **(Kay Marion Macuil, City Attorney)**

8. **SUMMARY OF CURRENT EVENTS**

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

9. **EXECUTIVE SESSION**

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

Discussion and possible action to hold an executive session under A.R.S. §§ 38-431.03(A)(1) for discussion concerning the employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of the part-time Assistant City Attorney; under A.R.S. §§ 38-431.03(A)(2) for discussion or consultation for legal advice with the City Attorney; under A.R.S. §§ 38-431.03(A)(4) for discussion or consultations with the City Attorneys in order to consider its position and instruct its

attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. **(Mayor Nieves Riedel)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 09/13/2023

Title:

Hispanic Heritage Month September 15, 2023 - October 15, 2023

Attachments

Proclamation



Proclamation

HISPANIC HERITAGE MONTH

September 15, 2023 – October 15, 2023

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

WHEREAS, the Gadsden Purchase of 1854 brought territories in Southern Arizona and Southern New Mexico into the Union of the United States; lands that were already rich in the Spanish language, Mexican and Native American cultures and ways, where the bells of Spanish missions rang loudly from California to Texas and even in modern eastern States of Florida and Georgia; proof that the history of the United States grew not only North to South and East to West but also grew North and East from the modern “Southwest”; and

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

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

WHEREAS, in the words of Cesar Chavez, one of the City of San Luis’s most iconic heroes: “Preservation of one’s own culture does not require contempt or disrespect for other cultures.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 15, 2023 to October 15, 2023, as “**Hispanic Heritage Month**”. And encourages local residents to not only learn about their own rich history, culture and traditions but to also lovingly share them with the neighboring communities, as well.

DATED this 13th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

5. B.

Meeting Date: 09/13/2023

Submitted By: Kay Macuil, Attorney's Office

Presentation Topic/Summary:

Presentation and update on the East San Luis Community Park. **(Jenny Torres, Acting City Manager)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 09/13/2023

Summary

MINUTES OF

- Regular Council meeting held August 9, 2023

Attachments

8/9/2023 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 9, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular 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 Javier Vargas

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alicia Zermeño, Magistrate
Angel Ramirez, Fire Chief
Antonio Maldonado, Video Production Specialist
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Planning & Zoning
Jose Luis Cisneros, Acting Director of Parks & Recreation
Lizette Varela, Assistant Director of Parks & Recreation
Manuel Hernandez, Acting Assistant Director of Public Works
Miguel Alvarez, Chief of Police
Monica Castro, Director of Finance
Olivia Jenkins, Operations Coordinator
Ruben Lopez, I.T. Technician
Alberto Leon, Resident
Elias Gonzalez, Resident
Esteban Rosales, Resident
Gary Snyder, Resident
Lucky Hoyos, Resident
Luis Marquez, Resident

Maria Gonzalez, Resident
Mark Concha, Resident
Najeh Edais, Edais Engineering
Rosa Walshe, Resident
Veronica Zavala, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Tadeo Azael De La Hoya led the Pledge of Allegiance.

3. INVOCATION

Ms. Helia Martinez – Pastor for Templo Christiano Vino Nuevo, led the invocation.

4. CALL TO THE PUBLIC

Ms. Alicia Zermeño, 609 S. Orange Avenue, Yuma, AZ, stated she is an attorney and served as the current Assistant City Magistrate. She added this is the second time she serves in this position, first in December 2018, when the court had an emergency with the lack of a magistrate and for the second time on January 30, 2023, to the present. As the Assistant City Magistrate from February 2023 to the end of July 2023, she has heard approximately 261 cases per month. She added that the matter of her agreement is on the agenda for the City Council's consideration. She thanked the San Luis Municipal Court staff, city staff, Human Resources, Director of Finance, Ms. Olivia Jenkins, Ms. Jenny Torres and Mr. Jose de la Vara. She was surprised to learn the Mr. Landau will be replacing her as the Assistant City Magistrate. She thanked the City Council for the opportunity to serve the citizens of San Luis.

Mr. Gary Snyder, 2416 E. Aguirre Street, San Luis, AZ, stated he is present on behalf of the Southern Winter Baseball League. They are a league focused on developing youth within the communities and across the border. They will bring the Cañeros de Los Mochis, a professional baseball team and champions of the Liga Mexicana Pacifico. This is a good opportunity to bring this team to San Luis just like other teams such as Hermosillo and Mexicali. It has been a while since the city had professional baseball, since COVID-19 and in this community. One has been working together with staff to give back to the youth, especially baseball. The youth is willing to drive to San Diego and Phoenix, pay up \$1,500.00 to be seen by scouts as there is no exposure here. This is all about giving back to the community, especially the youth. Mr. Snyder provided the Mayor and City Council the cost of the teams, which included the hotels and restaurants. The Arizona Western College (AWC) baseball team will also participate in what will be their first time playing in San Luis, Arizona and against Cañeros de Los Mochis. The exhibition baseball game is scheduled for September 14, 2023, at Joe Orduño Park. He asked the Mayor, Vice Mayor and City Council to contribute for an opportunity for residents to watch professional baseball. He has been working on this project since May 4, 2023 with the Parks and Recreation Director. He added that this is something he would like to do every year for the community.

Mayor Nieves Riedel asked Ms. Jenny Torres, Acting City Manager, to work together with Mr. Snyder on this. She is aware that Mr. Snyder submitted the request on time, but did not make it to the them.

5. PRESENTATION

5. A. Presentation of retirement plaque to Leandro Valenzuela for his 18 years of service to the City of San Luis. (Eulogio Vera, Director of Public Works)

Mayor Nieves Riedel stated that staff has requested that this item be continued to a future council meeting as Mr. Valenzuela was not available.

6. CONSENT AGENDA

Mayor Nieves Riedel declared a conflict of interest on Item Nos. 6.D. and 6.E. and asked Vice Mayor Luis E. Cabrera to take over the Consent Agenda.

Council Member Tadeo Azael De La Hoya stated that after his conversation with Ms. Kay Macuil, City Attorney and Mayor Nieves Riedel, he will vote no on Item No. 6.C.

Ms. Macuil said that in order to vote separately, a motion is needed to be removed from the Consent Agenda.

6. A. MINUTES OF

Special Council meeting held July 19, 2023

6. B. DISBURSEMENTS FROM JULY 20, 2023, 2023 TO AUGUST 2, 2023

Total \$2,392,835.87

(Two Million, Three Hundred Ninety-Two Thousand, Eight Hundred Thirty-Five Dollars and Eighty-Seven Cents)

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2285. A resolution of the Mayor and City Council of the City of San Luis, Arizona, removing property from the San Luis Port Subdivision Street Lighting Improvement District; declaring certain territory to be no longer benefited by inclusion within the district; amending the district boundaries to exclude such areas; and forming a new district, to be known as Los Mezquites Street Lighting Improvement District, out of the balance of the original district pursuant to A.R.S. §48-616(H). (Jose A. Guzman, Director of Planning and Zoning)

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2286. A resolution of the Mayor and City Council of the City of San Luis, Arizona, removing property from the San Luis Port Subdivision Municipal Services Improvement District; declaring certain territory to be no longer benefited by inclusion within the district; amending the district boundaries to exclude such areas; and forming a new district, to be known as Los Mezquites Enhanced Municipal Services Improvement District, out of the balance of the original district pursuant to A.R.S. § 48-575(J). (Jose A. Guzman, Director of Planning and Zoning)

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the Consent Agenda without Item No. 6.C. Motion passed with five (5) ayes and one (1) abstention from 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 Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. C. Discussion and possible action on any and all matters regarding an employment contract with Jerry Landau as an Assistant Magistrate to serve temporarily part-time per City Council action on July 26, 2023. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that at the last council meeting, staff presented an order by the Superior Court ordering Magistrate Jerry Landau to be the temporary Municipal Magistrate. At that time, the City Council approved the item; this item is for his contract which specifies some of the expenses that will incur for Mr. Landau. Staff recommends approval of the temporary contract; there is some hesitation on the cost and will be working with Judge Haws on the matter. The directive for staff is to hire a Magistrate in a timely manner. The contract does specify it cannot be for more than two (2) years as that is part of the regulations in terms of the order.

Council Member Tadeo Azael De La Hoya commented that he is aware this is a mandate by the court but does not agree that the city should pay someone \$80.00 an hour, mileage, hotel, travel time, breakfast, lunch and dinner. Judge Haws imposed this and Mr. De La Hoya does not agree with it.

Ms. Torres indicated that in comparing Ms. Zermeño's contract with Mr. Landau's, it is about the same, the difference is the travel, per-diems and everything else that adds up to higher contract amount.

Council Member Tadeo Azael De La Hoya added that this might be a good opportunity for the Superior Court to take over the San Luis Municipal Court, if they will be mandating over it.

Mayor Nieves Riedel stated that this is an order by Judge Haws, he orders, and the city pays. The city does not have a lot of choices, he is the one that made the decision to make the change. The city has this new judge and is control of the court, hopefully the city can find a solution fast.

Vice Mayor Luis E. Cabrera asked Ms. Torres when will the city begin recruitment for this position.

Ms. Torres responded the Human Resources Department was working on the job description, it was sent to the court for review, it was being finalized and should post by the end of the week.

Vice Mayor Luis E. Cabrera asked if staff can explore other alternatives with this assistant magistrate, possibly taking over the bench from a remote location so that the traveling fees and cost are not incurred.

Ms. Torres replied staff can definitely look into that, staff can negotiate with Mr. Landau that way it reduces the travel expenses. It all depends on how much correction is needed at the court and how much time it will take. He is a very qualified attorney and the city is getting one of the best.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve the contract with Jerry Landau as presented. Motion passed with five (5) ayes and one (1) nay by Council Member Tadeo Azael De La Hoya.

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	Nay
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. A. Discussion and possible action to end Alicia Zermeño contract as a temporary assistant magistrate for the San Luis Municipal Court. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, explained that Ms. Zermeño has served the court for a couple of months and based on the new order, her discussion with Judge Haws is that the city cannot afford to pay two (2) contracts, hence Council Member Tadeo Azael De La Hoya's concern. She met with Ms. Zermeño to let her know that Ms. Torres' recommendation to the City Council is to end her contract due to the budgetary constraints. She hopes that Ms. Zermeño can work with through August 18, 2023, while Mr. Landau takes over the court; her contract has exceeded the \$45,000.00 limitations. On August 18, staff will know the exact amount of what the contract was so that amount would be ratified.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to move that the contract with Alicia Zermeño dated January 25, 2023, shall terminate at the end of the business day on August 18, 2023. Motion passed with five (5) ayes and one (1) nay by Council Member Tadeo Azael De La Hoya.

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	Nay
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding an intergovernmental agreement with the Yuma County Superior Court to provide security guard services due to a vacancy in that position at the San Luis Municipal Court. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated there is a vacancy in the security guard position, this position must be certified and has been difficult to fill. The Superior Court suggested an intergovernmental agreement (IGA) where they can use their security guards to rotate and cover the San Luis Municipal Court. This will be on a temporary basis until the city hires a certified security guard.

Vice Mayor Luis E. Cabrera asked if the city will recruit for the position or will the city move forward permanently with the Superior Court on this.

Ms. Torres replied that there are options, the city can recruit and hire somebody for this position as it would cost less than what it would cost through the IGA.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve the intergovernmental agreement with the Yuma Superior Court for Security Guard Services for the San Luis Magistrate's Court. 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 Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2282. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, an Arizona Municipal Corporation, to authorize the application for a Clean Water State Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona (WIFA). (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, described that the city needs investing a substantial amount of money in the improvement of the wastewater and water infrastructure; the estimated amount is approximately \$42 million. Staff began evaluating financing alternatives and staff is recommending applying for a WIFA loan. The advantages of a WIFA loan are that the city can obtain a subsidized or low interest rate and attain forgivable principal. This would be done in phases, beginning with the water infrastructure as this is the one moving more quickly than wastewater. This resolution is to apply for \$1.5 million, the application was split in two (2) to address the projects that have started; the other application is the one that will take multi-years to complete. This is just the application and does not commit to a loan. The city has to wait for the decision of the loan and once staff hears from WIFA with a conclusion of the revision, it will be reviewed in regard to the terms of the loan and if they are satisfactory, staff will present it to the Mayor and City Council for approval.

Council Member Tadeo Azael De La Hoya asked if approved, will the project be the ones already included in the budget.

Ms. Castro replied that is correct.

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to approve and adopt Resolution No. 2282. 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 Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2283. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, an Arizona Municipal Corporation declaring, for purposes of section 1.150-2 of the Federal Treasury regulations, official intent to be reimbursed in connection with certain capital expenditures relating to water and wastewater capital improvement projects. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, stated that this resolution is in connection with the application just approved and with the one she will explain after this item. This resolution is to be in compliance with the Internal Revenue Service (IRS). The IRS limits the use of proceeds of bonds as they would not want the city to issue a tax-exempt debt and pay all capital improvements. Additionally, this resolution would allow the city to be reimbursed; as she previously stated, the city already began spending money on the water projects. This resolution does not commit the city to borrow but the ability to be reimbursed. If the borrowing takes place up to 60 days prior to the adoption of this resolution, there should not be more than three (3) years after the city did the first expenditure.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas approve and adopt Resolution No. 2283. 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 Javier Vargas	Aye

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2284. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, to authorize the application for a Drinking Water State Revolving Fund Loan from the Water Infrastructure Finance Authority (WIFA). (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, explained that with this application, staff is trying to cover all the water projects that will take multi-years to complete. This resolution is to request authorization to submit an application for \$13.6 million to WIFA.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve and adopt Resolution No. 2284. 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 Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding Order No. 2023-08. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to enter into an Intergovernmental Agreement between the City of Yuma, on behalf of the Yuma Police Department (YPD), Yuma County, on behalf of the Yuma County Sheriff's Office (YCSO), Arizona Western College, on behalf of Arizona Western College Police Department (AWCPD), the City of San Luis, on behalf of San Luis Police Department (SLPD), the City of Somerton, on behalf of the Somerton Police Department (SPD), and the Town of Wellton, on behalf of the Wellton Police Department (WPD). (Nigel Reynoso, Administrative Lieutenant)

Mr. Miguel Alvarez, Chief of Police, stated that the intergovernmental agreement (IGA) for Yuma Regional Critical Incident Response Team is for the support of local agencies in response to intentional and accidental shootings by a peace officer, the use of force by a peace officer resulting in death or serious physical injury to another and in custody's death or any peace officer suicides. It is the first time this is being done and will be mandated by the state to become forced upon for the Police Department to have a team or call the state to come in and help investigate such incidents. Therefore, Yuma County has taken a proactive measure to ensure the local law enforcement agencies have this established. There is trained people and staff to be able to handle it anywhere in the county. Currently, there is funding through the Yuma Sheriff's Office to provide training to staff identified who are going to be part of this.

MOTION: Council Member Maria Cecilia Cruz/Council Member Tadeo Azael De La Hoya to approve Order No. 2023-08. 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 Javier Vargas	Aye

Mayor Nieves Riedel declared a conflict of interest on Item No. 7.G. and will not participate on the item. She asked Vice Mayor Luis E. Cabrera to lead the item.

7. G. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2023-0214 and Ordinance No. 443. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the conditions on Medium Density Residential (R1-6) zoning, as approved by Ordinance No. 400, on the property located between 6th Avenue and 8th Avenue north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona; repealing any conflicting provisions and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)

A. Open Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to open the Public Hearing. Motion passed with five (5) ayes 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 Javier Vargas	Aye

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, explained that Ordinance No. 400 was approved in 2020, changing the classification for the property from Rural Area Residential (RA-10) to Medium Density Residential (R1-6). The approval was granted with certain conditions such as the road connection from 6th Avenue to 8th Avenue. The original purpose of this condition was for emergency access and street connectivity. Due to cost constraints and feasibility of the project, the applicant is requesting to remove this condition. Since the new development is being proposed as private gated community, the street will not improve street connectivity for the general public, therefore the removal of the condition is acceptable as long as it provides an emergency access for emergency vehicles. For the Fire Department, the ideal scenario will be having an access through 6th Avenue, but providing additional infrastructure on the subdivision, will be acceptable. Additional infrastructure will be wider streets, wider water lines and additional fire hydrant for fire safety. Additionally, the applicant is requesting a deviation from the subdivision regulations to allow cul-de-sac to serve 30 lots instead of 20 and allowing a private street; currently the subdivision does not allow private streets. This will be part of the conditions to having a development agreement after the rezoning is approved, including other certain conditions for the private street. Rather than moving the conditions, staff is recommending amending the condition that if the property is developed with public streets, the connection will have to be done. The applicant agrees with the conditions as presented by staff.

Council Member Matias Rosales asked with the traffic that is caused with the high school, if there was an emergency, how would medical services enter then, even if it is a gated community with a private street. Is this something that will show in a traffic study in the future as it is part of the condition of the development.

Mr. Guzman responded that the condition of the traffic study will remain and it will be for the number of traffic that the development will generate. It does not specify anything on first responders or emergency vehicles access.

Council Member Matias Rosales asked if the traffic study would show if it recommends adding a secondary point of access or not.

Mr. Eulogio Vera, Director of Public Works, responded that not all traffic studies include the evaluation of emergency vehicle access. In this case, probably it can be evaluated or added in the traffic study, possibly even having a traffic signal on 8th Avenue and the entrance, but that is only if it is warranted, it is not automatic. It would make sense to make it a requirement for the traffic study to evaluate that concern. Probably the engineer who is designing the subdivision has some comments on this matter as he is aware of the traffic in that area.

Council Member Matias Rosales commented that if it is a public road it will be required to have access to 6th Avenue, but if it becomes a private road, he only wants to make sure that the residents do not come and complain that they do not have a secondary point of access. He asked if Mr. Guzman received any comments from the residents who received the letters that were mailed by the Planning & Zoning Department.

Mr. Guzman replied that a total of 62 letters were mailed and his office did not receive any calls or comments on the rezoning.

Mr. Najeh Edais, Edais Engineering, stated that they agree to the conditions as mentioned by Mr. Guzman. They agreed that the road will be a private gated community. As far as the traffic, the Traffic Engineer, will evaluate the number of vehicles that will be coming and leaving the subdivision from that access point. He added that the traffic impact study will also include the existing conditions, such as the traffic from the school and will make their recommendations. Their recommendations are based on any improvement that is needed for that intersection or outside of it. Taking into consideration that this is a small subdivision with 30 lots and that neither he, nor the Directors of Planning & Zoning and Public Works will know the answers until the traffic engineer tells them. However, he will abide to what the traffic engineer recommends.

Council Member Matias Rosales asked if the building standards for a private road are different from a public road. He added that Bien Estar Town Homes was the first gated community.

Mr. Edais indicated that a private gated community is different from a public road. For example, when a person leaves a private gated community, one has to stop and that does slow down things, but it is better for the traffic. He did it on the Palencia Hills subdivision and does not seem to be a problem there. He spoke about other option to build the road and the challenges, adding that this project has been in the works since 2017.

Mr. Vera asked if this will then be a gated private community, private subdivision or is this just gated and if the development will be private.

Mr. Edais responded that it will not be a private development and will be a gated community, the streets will be private, water and sewer will be public exactly the same as in Palencia Hills.

Mr. Guzman stated that it does not change anything on the approval or the ordinance, staff can add language to specify the development agreement.

2. Call to the Public on this item

There were no comments by the public on this item.

B. Close Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to close the Public Hearing. Motion passed with five (5) ayes 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 Javier Vargas	Aye

C. Action on Ordinance No. 443 by title only

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve reading of Ordinance No. 443 by title only. Motion passed with five (5) ayes 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 Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 443 by title only.

D. Action on Ordinance No. 443

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve Rezoning Case No. 2023-0214 as presented by staff and adopt Ordinance No. 443. Motion passed with five (5) ayes 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 Javier Vargas	Aye

7. H. Discussion and possible action on any and all matters regarding Ordinance No. 444. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, making the Chief of Police a City Council-appointed position; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that originally the City Code had it as direct with the City Council for the Chief of Police and then in 2009 there was a hybrid type ordinance where the City Manager was in control of day-to-day, the contract and appointment but only within a consultation with the City Council. In January 2023, it became part of the classified service and tonight, the Mayor has proposed to put this item back under the City Council's supervision.

Vice Mayor Luis E. Cabrera asked that if approved, as a position under the City Council, will the Chief of Police still be under the City Manager and report to the City Manager.

Ms. Macuil responded it can be done with a contract since this is a contracted position, it is no longer in the classified service if this passes, or staff can present another ordinance.

Council Member Tadeo Azael De La Hoya commented that it is just making the change back to the City Council and not making it a hybrid. So, either the City Council has the position directly because having it hybrid with the City Manager and City Council does not work.

Council Member Maria Cecilia Cruz commented that she does not understand why it is coming back to the City Council and needs more clarification.

Mayor Nieves Riedel placed it on the agenda so this position would be under the Mayor and the City Council as they need to be involved more, not to micromanage but to have more freedom to be able to decide more. The City Council is the one that receives all the complaints from people, therefore, it is not fair for the City Manager because he/she is not on the street and people come complaining to the City Council. She believes that it is the only department that should be the City Council's responsibility. She had spoken to Mr. Velez, former City Manager, that it might be a good idea to have the position under the City Manager, but even though it sounded like a good idea, it did not work out.

Ms. Macuil added that there are whereas clauses on this ordinance that explain that policy that Elected Officials are in touch with the constituency and this particular position, the Mayor has expressed it well in explaining her rationale for bringing it before the City Council.

Council Member Maria Cecilia Cruz stated that she does not want this to come back again in six (6) months again and say let's put it back to the City Manager's desk, they have to make sure the right decisions are made and not flip-flop every time something comes up.

Council Member Matias Rosales commented that it was like that in the past and like the Mayor mentioned it was changed but did not work out. He believes a high percentage of the community follows that direction as well, hopefully it is not being changed back and forth.

Mr. Miguel Alvarez, Chief of Police, stated that he is ok either way, he is there to work for the community, therefore, whatever works for the City Council works for him to make things done better in an efficient and faster way.

A. Action on Ordinance No. 444 by title only

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to approve the reading of Ordinance No. 444 by title only. 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 Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 444 by title only.

B. Action on Ordinance No. 444

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve Ordinance No. 444. 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 Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Vice Mayor Luis E. Cabrera congratulated Ms. Monica Castro, Director of Finance and her team, for their Certificate of Achievement for Excellence in financial reporting by the Government Finance Officers Association of the United States and Canada for its Annual Comprehensive Financial Report. On a separate note, he added that the first day of school was Monday, August 7, 2023 and hopes that his colleagues in the profession of education feel the enthusiasm that there is the first month of school through the entire year.

Mayor Nieves Riedel reported that the project of County 22nd Street worked out for teachers, parents, students and everyone using this road.

9. ADJOURNMENT

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 7:04 p.m. 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 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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on August 9, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 09/13/2023

Summary

DISBURSEMENTS FROM AUGUST 16, 2023 TO SEPTEMBER 5, 2023

Total \$2,930,223.47

(Two Million, Nine Hundred-Thirty Thousand, Two Hundred Twenty-Three Dollars and Forty-Seven Cents)

Attachments

Disbursements



City of San Luis

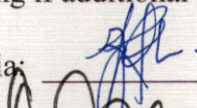
Finance Department

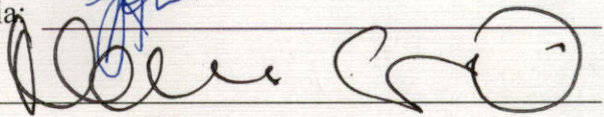
COUNCIL MEETING SEPTEMBER 13, 2023
Disbursement Report from 08/16/2023 TO 09/05/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	08/17/2023	\$ 455,119.12	Schedule A
Accounts Payable Check Account	08/18/2023	\$ 666,330.14	Schedule B
Accounts Payable Check Account	08/25/2023	\$ 1,093,786.02	Schedule C
Payroll Check Account	08/31/2023	\$ 478,946.57	Schedule D
Accounts Payable Check Account	09/01/2023	\$ 236,041.62	Schedule E

Total Disbursements: \$ 2,930,223.47

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

Prepared by Karla Plascencia: 

Verified by Director of Finance: 

For Council approval on: _____

Mayor: _____

Council: _____



Pay Day Register

Pay Date Range 07/29/23 - 08/11/23

Pay Batch 202317

PSPRS FIRE DB RATE - TIER 1a	4,298.07	56,183.80	SUTA/UNEMPLOYMENT	<u>3,731.97</u>	621,979.10
PSPRS FIRE DB RATE - TIER 1b	865.58	11,314.89	Total	<u>\$54,053.60</u>	
PSPRS FIRE DB RATE - TIER 2	357.97	4,679.34			
PSPRS FIRE DB RATE - TIER 3	3,042.92	31,829.71	Workers' Comp		Gross Base
PSPRS FIRE DC RATE - TIER 3	210.93	2,343.66	ANIMAL CONTROL OFFICERS	66.15	2,940.05
PSPRS FIRE DISABILITY RATE	33.51	2,343.66	ATTORNEY- ALL & CLERICAL-	68.68	31,218.58
PSPRS POLICE DB RATE - TIER	4,188.90	54,756.94	AUTO SERVICE/ REPAIR	282.47	10,124.46
PSPRS POLICE DB RATE - TIER	1,587.91	20,757.00	BUILDING- NOC OPER BY	573.56	15,844.18
PSPRS POLICE DB RATE - TIER 2	926.49	12,111.01	BUS COMPANY AND DRIVERS	186.67	3,381.57
PSPRS POLICE DB RATE - TIER 3	3,790.41	39,550.12	CLERICAL OFFICE/ LIBRARY/	362.50	151,035.88
STANDARD LIFE ADDTNL	1,049.65	.00	Electrician	68.58	2,184.00
TRANSWESTERN MEXICAN	195.00	.00	FIREFIGHTERS	316.14	8,980.80
U.S. MEX DENTAL - EE &	533.78	.00	FIREFIGHTERS & DRIVERS	5,471.15	115,182.70
U.S. MEX DENTAL - EE &	143.71	.00	GARBAGE/ ASH/ REFUSE	553.39	8,854.20
UNITED WAY	14.00	.00	Homeinaker Service	40.70	1,777.12
US & MEX DENTAL= FAMILY	538.02	.00	MUNICIPAL/ TOWN/	783.43	44,767.43
US & MEX HEALTH = C	5,124.24	.00	PARKS- NOC ALL EMPLOYEES	738.85	23,834.45
US & MEX HEALTH = FAMILY	6,314.46	.00	POLICE OFFICERS	6,463.38	136,071.55
US & MEX HEALTH = SP	1,138.72	.00	RECREATION- ALL EMPLOYEES/	294.58	21,502.07
VSP - VISION CHILDREN	243.95	.00	SEWAGE DISPOSAL/ PLANT	922.42	26,814.16
VSP - VISION FAMILY	341.53	.00	Street or Road Construction	2,433.44	27,558.85
VSP - VISION SPOUSE	139.40	.00	WATERWORKS OPERATIONS	792.30	22,832.83
Net	<u>\$455,119.12</u>		Total	<u>\$20,418.39</u>	

Direct Deposits	Amount
1st Bank Yuma	38,171.20
ACADEMY BANK	2,376.15
Bank of America	2,759.88
Bank of America CA	929.44
Bankcorp	200.00
CAPITAL ONE	327.49
Charles Sch	250.00
Chase Bank	222,096.15
CHASE BANK CA	1,357.50
CHASE BANK MORGAN	1,455.89
CHASE BANK TX	3,276.91
chase centro	1,803.20
discover	900.00
Federal Credit Union	40,498.89
FF CREDIT UNION	2,148.78
FIDELITY	190.82
FIREFIGHTER FIRST CREDIT UNION	5,656.68
HUGHES FCU	1,790.34

SCHEDULE A



Pay Day Register

Pay Date Range 07/29/23 - 08/11/23

Pay Batch 202317

Monica
Castro

Digitally signed by: Monica
Castro
DN: CN = Monica Castro email =
mcastro@sanluisaz.gov C = AD
Date: 2023.08.18 15:00:50 -
07'00'

MECHNICS BANK	1,161.14
National Bank	1,549.85
Navy Federal	19,027.75
NBKC Bank - Acorns	451.56
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	827.86
PATHWARD	2,232.35
Sunbank	2,245.76
SUTTON BANK	1,159.08
THE FOOTHILLS BANK	666.64
VANTAGE WEST	1,641.53
WASHINGTON FEDERAL	1,206.76
Wells Fargo	91,238.99
WELLS FARGO CA	1,276.19
WELLS FARGO CALE	<u>1,247.50</u>
Total	\$452,242.28

Check \$2,876.84

Payment Register

From Payment Date: 8/14/2023 - To Payment Date: 8/18/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106693	08/15/2023	Open			Accounts Payable	AZ DEPARTMENT OF TRANSPORTATION	\$55,995.15		
106694	08/17/2023	Open			Accounts Payable	ARCOS, HUMBERTO	\$96.00		
106695	08/17/2023	Open			Accounts Payable	CISNEROS, JOSE, LUIS	\$160.00		
106696	08/17/2023	Open			Accounts Payable	DIAZ, ESTELA	\$160.00		
106697	08/17/2023	Open			Accounts Payable	ESCALANTE, ALVARO	\$160.00		
106698	08/17/2023	Open			Accounts Payable	FREGOSO, JESUS	\$160.00		
106699	08/17/2023	Open			Accounts Payable	GONZALEZ, KAROLINA	\$209.00		
106700	08/17/2023	Open			Accounts Payable	GUTIERREZ, LUIGIE , F	\$160.00		
106701	08/17/2023	Open			Accounts Payable	JACOBO, CINTHIA	\$160.00		
106702	08/17/2023	Open			Accounts Payable	MUNOZ, AREIZA	\$160.00		
106703	08/17/2023	Open			Accounts Payable	VENEGAS, PAMELA	\$160.00		
106704	08/17/2023	Open			Accounts Payable	VIZCARRA ACUNA, ALMA, DELFINA	\$160.00		
106705	08/18/2023	Open			Accounts Payable	AMAYA, JONATHAN, ALBERTO	\$288.00		
106706	08/18/2023	Open			Accounts Payable	ESTRADA, LUIS, CARLOS	\$7.50		
106707	08/18/2023	Open			Accounts Payable	GARCIA, JESUS	\$192.00		
106708	08/18/2023	Open			Accounts Payable	HD SUPPLY, INC.	\$460.52		
106709	08/18/2023	Open			Accounts Payable	HIREQUEST LLC	\$933.83		
106710	08/18/2023	Open			Accounts Payable	HUBER TECHNOLOGY, INC	\$133,561.47		
106711	08/18/2023	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$62.23		
106712	08/18/2023	Open			Accounts Payable	IPS GROUP INC	\$444.32		
106713	08/18/2023	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$14,098.73		
106714	08/18/2023	Open			Accounts Payable	JUSTICE CLEARINGHOUSE, LLC	\$719.00		
106715	08/18/2023	Open			Accounts Payable	LAKE HAVASU CITY	\$3,127.50		
106716	08/18/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$188.66		
106717	08/18/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$192.00		
106718	08/18/2023	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$4,792.34		
106719	08/18/2023	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$1,130.92		
106720	08/18/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,757.20		
106721	08/18/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$144.00		
106722	08/18/2023	Open			Accounts Payable	OFFICE NATION, INC.	\$11,137.07		
106723	08/18/2023	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$1,416.00		
106724	08/18/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$144.00		
106725	08/18/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$550.00		
106726	08/18/2023	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,742.58		
106727	08/18/2023	Open			Accounts Payable	ROLLS AND BOWLS LLC	\$200.00		
106728	08/18/2023	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	\$250.00		
106729	08/18/2023	Open			Accounts Payable	RUSH TRUCK CENTER	\$4,980.64		
106730	08/18/2023	Open			Accounts Payable	SANDOVAL, YAHHELL	\$300.00		
106731	08/18/2023	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$45,703.93		
106732	08/18/2023	Open			Accounts Payable	SOUTHWEST TURF SUPPLY	\$982.34		
106733	08/18/2023	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$6,400.00		
106734	08/18/2023	Open			Accounts Payable	URIAS, RAYMOND	\$100.00		
106735	08/18/2023	Open			Accounts Payable	US POST MASTER	\$2,442.24		
106736	08/18/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$5,778.21		
106737	08/18/2023	Open			Accounts Payable	A & H ELECTRIC	\$380.00		

SCHEDULE B

Payment Register

From Payment Date: 8/14/2023 - To Payment Date: 8/18/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106738	08/18/2023	Open			Accounts Payable	ACTIVITY ADVISORS INC	\$304.14		
106739	08/18/2023	Open			Accounts Payable	AIRGAS USA LLC	\$2,824.74		
106740	08/18/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,123.88		
106741	08/18/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$166.67		
106742	08/18/2023	Open			Accounts Payable	ANATOMICAL WORLDWIDE LLC	\$1,854.48		
106743	08/18/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
106744	08/18/2023	Open			Accounts Payable	ARIZONA FURNISHINGS	\$1,322.92		
106745	08/18/2023	Open			Accounts Payable	ARIZONA HOUSING COALITION	\$575.00		
106746	08/18/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$533.56		
106747	08/18/2023	Open			Accounts Payable	ARMOROCK, LLC	\$2,080.00		
106748	08/18/2023	Open			Accounts Payable	ARROWHEAD FORENSICS	\$1,154.01		
106749	08/18/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,178.42		
106750	08/18/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$248.50		
106751	08/18/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
106752	08/18/2023	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$3,186.24		
106753	08/18/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,783.28		
106754	08/18/2023	Open			Accounts Payable	CENTURYLINK	\$104.77		
106755	08/18/2023	Open			Accounts Payable	CENTURYLINK	\$5,548.81		
106756	08/18/2023	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$570.42		
106757	08/18/2023	Open			Accounts Payable	CORONA, FERNANDO	\$50.00		
106758	08/18/2023	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$309.63		
106759	08/18/2023	Open			Accounts Payable	ECIVIS, INC	\$6,100.00		
106760	08/18/2023	Open			Accounts Payable	EMPIRE MACHINERY	\$1,221.77		
106761	08/18/2023	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
106762	08/18/2023	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$4,977.45		
106763	08/18/2023	Open			Accounts Payable	GARCIA, JESUS	\$384.00		
106764	08/18/2023	Open			Accounts Payable	LOPEZ, ABRAHAM	\$198.74		
106765	08/18/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$384.00		
106766	08/18/2023	Open			Accounts Payable	LOPEZ, ENRIQUE	\$160.48		
106767	08/18/2023	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$254.52		
106768	08/18/2023	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$19.53		
106769	08/18/2023	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$72.97		
106770	08/18/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$288.00		
106771	08/18/2023	Open			Accounts Payable	ON TIME TELECOM, INC.	\$4,319.89		
106772	08/18/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$288.00		
106773	08/18/2023	Open			Accounts Payable	VALENZUELA, JAIME	\$20.00		
106774	08/18/2023	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	\$590.00		
Type Check Totals:					82 Transactions		\$348,480.88		
<u>EFT</u>									
3947	08/18/2023	Open			Accounts Payable	INDUSTRIAL SERVICE & SUPPLY, INC	\$209.49		
3948	08/18/2023	Open			Accounts Payable	JSA COMPANY	\$11,580.00		
3949	08/18/2023	Open			Accounts Payable	LEAGUE OF AZ CITIES & TOWNS	\$25,406.00		

Payment Register

From Payment Date: 8/14/2023 - To Payment Date: 8/18/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3950	08/18/2023	Open			Accounts Payable	MAGU ENTERPRISE	\$1,800.00		
3951	08/18/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$43,722.66		
3952	08/18/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$6,885.12		
3953	08/18/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$3,200.00		
3954	08/18/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	\$3,022.52		
3955	08/18/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$1,033.13		
3956	08/18/2023	Open			Accounts Payable	PURCHASE POWER	\$701.92		
3957	08/18/2023	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	\$367.00		
3958	08/18/2023	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00		
3959	08/18/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$141.40		
3960	08/18/2023	Open			Accounts Payable	RM GRAPHICS	\$230.24		
3961	08/18/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$1,456.49		
3962	08/18/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$2,005.00		
3963	08/18/2023	Open			Accounts Payable	SHARP AUTO GLASS LLC	\$850.20		
3964	08/18/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,629.29		
3965	08/18/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$955.46		
3966	08/18/2023	Open			Accounts Payable	SUN GRAPHICS	\$568.48		
3967	08/18/2023	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$3,142.86		
3968	08/18/2023	Open			Accounts Payable	TANK INDUSTRY CONSULTANTS, INC.	\$10,800.00		
3969	08/18/2023	Open			Accounts Payable	TRUCKPRO, LLC	\$1,997.67		
3970	08/18/2023	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$452.60		
3971	08/18/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,652.92		
3972	08/18/2023	Open			Accounts Payable	2477 GET FIT LLC	\$1,323.00		
3973	08/18/2023	Open			Accounts Payable	ADEMCO INC,	\$1,618.57		
3974	08/18/2023	Open			Accounts Payable	ALLKIOSK LLC	\$947.82		
3975	08/18/2023	Open			Accounts Payable	ALSCO, INC	\$2,514.36		
3976	08/18/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,829.48		
3977	08/18/2023	Open			Accounts Payable	AMBERLY'S PLACE	\$7,000.00		
3978	08/18/2023	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$13,246.96		
3979	08/18/2023	Open			Accounts Payable	APV CURBING LLC	\$8,314.60		
3980	08/18/2023	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$200.00		
3981	08/18/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$252.33		
3982	08/18/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$659.04		
3983	08/18/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,427.62		
3984	08/18/2023	Open			Accounts Payable	BTE BODY COMPANY INC	\$1,460.48		
3985	08/18/2023	Open			Accounts Payable	CAT5 COMMERCE LLC	\$743.99		
3986	08/18/2023	Open			Accounts Payable	CDWG	\$4,119.08		
3987	08/18/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$577.83		
3988	08/18/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$878.79		
3989	08/18/2023	Open			Accounts Payable	CITY OF YUMA	\$35,158.55		
3990	08/18/2023	Open			Accounts Payable	CITY OF YUMA	\$71,073.56		

Payment Register

From Payment Date: 8/14/2023 - To Payment Date: 8/18/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
3991	08/18/2023	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	\$292.50			
3992	08/18/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00			
3993	08/18/2023	Open			Accounts Payable	D & H ELECTRIC INC.	\$3,645.00			
3994	08/18/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.50			
3995	08/18/2023	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$801.53			
3996	08/18/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$201.00			
3997	08/18/2023	Open			Accounts Payable	DIGITAL ROOM LLC	\$1,167.44			
3998	08/18/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$713.00			
3999	08/18/2023	Open			Accounts Payable	FRUTH GROUP INC	\$329.49			
4000	08/18/2023	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$528.84			
4001	08/18/2023	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$15,940.75			
4002	08/18/2023	Open			Accounts Payable	H4 DISTRIBUTIONS INC	\$6,931.62			
4003	08/18/2023	Open			Accounts Payable	POLAR ICE LLC	\$316.08			
4004	08/18/2023	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$105.00			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							58 Transactions	\$317,849.26		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$348,480.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$348,480.88	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	58	\$317,849.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	58	\$317,849.26	\$0.00

Payment Register

From Payment Date: 8/14/2023 - To Payment Date: 8/18/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	140	\$666,330.14	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	140	\$666,330.14	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	82	\$348,480.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$348,480.88	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	58	\$317,849.26	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	58	\$317,849.26	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	140	\$666,330.14	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	140	\$666,330.14	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2023.08.18 16:03:04 -07'00'

Payment Register

From Payment Date: 8/21/2023 - To Payment Date: 8/25/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106775	08/21/2023	Open			Accounts Payable	FOP/ALC	\$375.00		
106776	08/21/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
106777	08/21/2023	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	\$305.47		
106778	08/21/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
106779	08/21/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,031.07		
106780	08/21/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
106781	08/21/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$107.50		
106782	08/21/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,140.00		
106783	08/25/2023	Open			Accounts Payable	ALONSO, FRANCA	\$103.00		
106784	08/25/2023	Open			Accounts Payable	AVILA, FERNANDO	\$327.00		
106785	08/25/2023	Open			Accounts Payable	CARDENAS, ERNESTO	\$59.00		
106786	08/25/2023	Open			Accounts Payable	CISNEROS, JOSE, LUIS	\$76.00		
106787	08/25/2023	Open			Accounts Payable	CRUZ, MARIA, CECILIA	\$103.00		
106788	08/25/2023	Open			Accounts Payable	DE LA HOYA, TADEO	\$103.00		
106789	08/25/2023	Open			Accounts Payable	GIMBUT, GLENN J.	\$76.00		
106790	08/25/2023	Open			Accounts Payable	GONZALEZ, KAROLINA	\$59.00		
106791	08/25/2023	Open			Accounts Payable	GUTIERREZ, ISAAC	\$133.00		
106792	08/25/2023	Open			Accounts Payable	HUMPHREY, JEREMY	\$143.00		
106793	08/25/2023	Open			Accounts Payable	JENKINS, OLIVIA	\$76.00		
106794	08/25/2023	Open			Accounts Payable	LOPEZ, ENRIQUE	\$143.00		
106795	08/25/2023	Open			Accounts Payable	MALDONADO, JUAN, J	\$153.00		
106796	08/25/2023	Open			Accounts Payable	MILLER, DAMIAN	\$59.00		
106797	08/25/2023	Open			Accounts Payable	MUELA, CARLOS	\$59.00		
106798	08/25/2023	Open			Accounts Payable	PEREZ, HAZIEL	\$327.00		
106799	08/25/2023	Open			Accounts Payable	PEREZ, JORGE	\$153.00		
106800	08/25/2023	Open			Accounts Payable	RAMIREZ, ALEJANDRO	\$327.00		
106801	08/25/2023	Open			Accounts Payable	RIEDEL, NIEVES	\$349.42		
106802	08/25/2023	Open			Accounts Payable	ROSALES, MATIAS	\$103.00		
106803	08/25/2023	Open			Accounts Payable	SOSA, DOMINGO	\$76.00		
106804	08/25/2023	Open			Accounts Payable	VALLE, ASHLEY	\$76.00		
106805	08/25/2023	Open			Accounts Payable	VARGAS, HERIBERTO	\$153.00		
106806	08/25/2023	Open			Accounts Payable	VARGAS, JAVIER	\$103.00		
106807	08/25/2023	Open			Accounts Payable	VERA, EULOGIO	\$153.00		
106808	08/25/2023	Open			Accounts Payable	ZARATE RUEDA, JOSE, DE JESUS	\$153.00		
106809	08/25/2023	Open			Accounts Payable	AIRGAS USA LLC	\$534.50		
106810	08/25/2023	Open			Accounts Payable	ALVAREZ, MIGUEL	\$500.66		
106811	08/25/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
106812	08/25/2023	Open			Accounts Payable	ARCIGA, CARLOS	\$59.00		
106813	08/25/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$380.36		
106814	08/25/2023	Open			Accounts Payable	CENTURYLINK	\$295.44		
106815	08/25/2023	Open			Accounts Payable	CRAIG BRODY LLC	\$720.00		
106816	08/25/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$454,259.12		

SCHEDULE C

Payment Register

From Payment Date: 8/21/2023 - To Payment Date: 8/25/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
106817	08/25/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$117,415.25			
106818	08/25/2023	Open			Accounts Payable	DUENAS, ADRIAN	\$87.00			
106819	08/25/2023	Open			Accounts Payable	DUENAS, YOLANDA	\$173.45			
106820	08/25/2023	Open			Accounts Payable	FACTOR SALES, INC.	\$182.67			
106821	08/25/2023	Open			Accounts Payable	FERGUSON WATERWORKS	\$1,115.29			
106822	08/25/2023	Open			Accounts Payable	FERRELLGAS, LP	\$13.17			
106823	08/25/2023	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$1,400.00			
106824	08/25/2023	Open			Accounts Payable	GOMEZ, MARCO	\$86.64			
106825	08/25/2023	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	\$297,439.70			
106826	08/25/2023	Open			Accounts Payable	JIMENEZ, SERGIO	\$200.00			
106827	08/25/2023	Open			Accounts Payable	LOPEZ, MIREYA	\$16.13			
106828	08/25/2023	Open			Accounts Payable	LOPEZ, FAUSTO	\$189.82			
106829	08/25/2023	Open			Accounts Payable	PALOMERA, CECILIO	\$170.47			
106830	08/25/2023	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$525.95			
106831	08/25/2023	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS	\$395.00			
106832	08/25/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$874.30			
106833	08/25/2023	Open			Accounts Payable	LEGROS, BRIAN, SEAN	\$1,788.60			
106834	08/25/2023	Open			Accounts Payable	MARLOW WHITE UNIFORMS, INC.	\$164.86			
106835	08/25/2023	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$1,199.89			
106836	08/25/2023	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$981.84			
106837	08/25/2023	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$7,545.00			
106838	08/25/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$180.00			
106839	08/25/2023	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$156.79			
106840	08/25/2023	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,747.39			
106841	08/25/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$8,200.00			
106842	08/25/2023	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$31,475.61			
106843	08/25/2023	Open			Accounts Payable	SOSA, YOLANDA	\$57.00			
106844	08/25/2023	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$5,911.78			
106845	08/25/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$109.94			
Type Check Totals:							71 Transactions	\$945,842.19		
EFT										
4006	08/25/2023	Open			Accounts Payable	4 IMPRINT	\$1,195.30			
4007	08/25/2023	Open			Accounts Payable	ALSCO, INC	\$864.65			
4008	08/25/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,704.36			
4009	08/25/2023	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$12,021.80			
4010	08/25/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$239.68			
4011	08/25/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,510.08			
4012	08/25/2023	Open			Accounts Payable	BSN SPORTS	\$5,954.56			
4013	08/25/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$1,141.94			
4014	08/25/2023	Open			Accounts Payable	CIVICPLUS	\$9,154.50			
4015	08/25/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$316.30			

Payment Register

From Payment Date: 8/21/2023 - To Payment Date: 8/25/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4016	08/25/2023	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,042.13		
4017	08/25/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$136.71		
4018	08/25/2023	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	\$2,543.36		
4019	08/25/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,340.00		
4020	08/25/2023	Open			Accounts Payable	FRUTH GROUP INC	\$819.45		
4021	08/25/2023	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$16,812.50		
4022	08/25/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$40,698.98		
4023	08/25/2023	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$4,695.00		
4024	08/25/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,846.91		
4025	08/25/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$6,637.61		
4026	08/25/2023	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$390.00		
4027	08/25/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	\$1,522.44		
4028	08/25/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$247.59		
4029	08/25/2023	Open			Accounts Payable	PURCHASE POWER	\$3,693.74		
4030	08/25/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$245.43		
4031	08/25/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$805.00		
4032	08/25/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$2,406.06		
4033	08/25/2023	Open			Accounts Payable	SAM'S CLUB	\$8,601.47		
4034	08/25/2023	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$442.83		
4035	08/25/2023	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,830.00		
4036	08/25/2023	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$6,475.00		
4037	08/25/2023	Open			Accounts Payable	SPECTRUM BUSINESS	\$4,462.00		
4038	08/25/2023	Open			Accounts Payable	ULINE, INC.	\$414.50		
4039	08/25/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,499.12		
4040	08/25/2023	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
4041	08/25/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$65.04		

Payment Register

From Payment Date: 8/21/2023 - To Payment Date: 8/25/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type EFT Totals:					36 Transactions		\$147,943.83		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$945,842.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$945,842.19	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	\$147,943.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	36	\$147,943.83	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	\$1,093,786.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	107	\$1,093,786.02	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$945,842.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$945,842.19	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	\$147,943.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	36	\$147,943.83	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	\$1,093,786.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	107	\$1,093,786.02	\$0.00

Karla
Plascencia

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 DN: CN = Karla Plascencia email =
 kplascencia@sanluisaz.gov C = US
 O = City of San Luis OU = Finance
 Date: 2023.08.25 15:47:00 -07'00'

Pay Day Register

Pay Date Range 08/12/23 - 08/25/23

Pay Batch 202318

PSPRS FIRE DB RATE - TIER 3	3,825.82	40,019.13	Workers' Comp		Gross Base
PSPRS FIRE DC RATE - TIER 3	220.88	2,454.20	ANIMAL CONTROL OFFICERS	64.58	2,870.39
PSPRS FIRE DISABILITY RATE	35.10	2,454.20	ATTORNEY- ALL & CLERICAL-	71.47	32,484.29
PSPRS POLICE DB RATE - TIER	4,194.03	54,823.89	AUTO SERVICE/ REPAIR	302.27	10,834.27
PSPRS POLICE DB RATE - TIER	1,517.18	19,832.42	BUILDING- NOC OPER BY	567.80	15,685.06
PSPRS POLICE DB RATE - TIER 2	979.34	12,801.85	BUS COMPANY AND DRIVERS	186.67	3,381.56
PSPRS POLICE DB RATE - TIER 3	3,907.57	40,744.09	CLERICAL OFFICE/ LIBRARY/	362.64	151,095.86
STANDARD LIFE ADDTNL	1,049.65	.00	Electrician	68.58	2,184.00
TRANSWESTERN MEXICAN	195.00	.00	FIREFIGHTERS	316.14	8,980.80
U.S. MEX DENTAL - EE &	513.25	.00	FIREFIGHTERS & DRIVERS	6,973.60	146,812.43
U.S. MEX DENTAL - EE &	143.71	.00	GARBAGE/ ASH/ REFUSE	581.91	9,310.49
UNITED WAY	14.00	.00	Homemaker Service	39.25	1,714.11
US & MEX DENTAL= FAMILY	655.10	.00	MUNICIPAL/ TOWN/	766.87	43,821.46
US & MEX HEALTH = C	4,981.90	.00	PARKS- NOC ALL EMPLOYEES	727.61	23,470.78
US & MEX HEALTH = FAMILY	7,051.54	.00	POLICE OFFICERS	6,734.68	141,782.87
US & MEX HEALTH = SP	1,138.72	.00	RECREATION- ALL EMPLOYEES/	265.79	19,400.35
VSP - VISION CHILDREN	236.98	.00	SEWAGE DISPOSAL/ PLANT	970.56	28,214.17
VSP - VISION FAMILY	334.56	.00	Street or Road Construction	2,428.03	27,497.36
VSP - VISION SPOUSE	139.40	.00	WATERWORKS OPERATIONS	723.20	20,841.37
Net	<u>\$478,946.57</u>		Total	<u>\$22,151.65</u>	

Direct Deposits	Amount
1st Bank Yuma	41,752.82
ACADEMY BANK	2,542.21
Bank of America	2,784.41
Bank of America CA	931.51
Bankcorp	200.00
CAPITAL ONE	328.84
Charles Sch	250.00
Chase Bank	229,793.85
CHASE BANK CA	1,468.37
CHASE BANK MORGAN	1,652.85
CHASE BANK TX	3,290.42
chase centro	1,803.21
discover	900.00
Federal Credit Union	43,604.43
FF CREDIT UNION	2,523.88
FIDELITY	190.83
FIREFIGHTER FIRST CREDIT UNION	6,463.11
HUGHES FCU	1,790.33
MECHANICS BANK	1,010.11
National Bank	1,549.84
Navy Federal	22,452.22

Monica Castro

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 o = US,
 Date: 2023.09.01 10:07:01 -0700

SCHEDULE D



Pay Day Register

Pay Date Range 08/12/23 - 08/25/23

Pay Batch 202318

Monica
Castro

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mcastro@sanluisaz.gov C = US
Date: 2023.09.01 10:07:48 -
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NBKC Bank - Acorns	427.90
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	835.37
PATHWARD	2,228.98
Sunbank	1,954.23
SUTTON BANK	956.93
THE FOOTHILLS BANK	666.64
VANTAGE WEST	1,641.53
WASHINGTON FEDERAL	1,095.24
Wells Fargo	96,224.82
WELLS FARGO CA	1,366.53
WELLS FARGO CALE	1,175.66
Total	<u>\$475,977.07</u>
Check	\$2,969.50

Payment Register

From Payment Date: 8/28/2023 - To Payment Date: 9/1/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106846	08/28/2023	Open			Accounts Payable	AT&T MOBILITY LLC	\$9,578.40		
106847	08/28/2023	Open			Accounts Payable	SNYDER, GARY	\$4,990.00		
106848	08/28/2023	Open			Accounts Payable	MAGU ENTERPRISE	\$1,800.00		
106849	08/31/2023	Open			Accounts Payable	BARRAGAN, JOSE	\$327.00		
106850	08/31/2023	Open			Accounts Payable	CASTRO, EDGARD	\$327.00		
106851	08/31/2023	Open			Accounts Payable	GUZMAN, JOSE, A	\$128.00		
106852	08/31/2023	Open			Accounts Payable	HIGUERA, JONATHAN	\$327.00		
106853	08/31/2023	Open			Accounts Payable	PACHECO, ROMAN	\$128.00		
106854	08/31/2023	Open			Accounts Payable	PEREZ, HAZIEL	\$59.00		
106855	08/31/2023	Open			Accounts Payable	TEJEDA, JUAN	\$128.00		
106856	08/31/2023	Open			Accounts Payable	FOP/ALC	\$375.00		
106857	08/31/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
106858	08/31/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,009.44		
106859	08/31/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
106860	08/31/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$107.50		
106861	08/31/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,140.00		
106862	09/01/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
106863	09/01/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,371.81		
106864	09/01/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$280.00		
106865	09/01/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
106866	09/01/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$609.54		
106867	09/01/2023	Open			Accounts Payable	BRIONES, VIVIANA	\$73.16		
106868	09/01/2023	Open			Accounts Payable	BROWNE, JOSEPH, S	\$20.72		
106869	09/01/2023	Open			Accounts Payable	DUENAS, RAMON, R	\$200.00		
106870	09/01/2023	Open			Accounts Payable	ESTRADA, SALVADOR	\$639.14		
106871	09/01/2023	Open			Accounts Payable	FACTOR SALES, INC.	\$309.99		
106872	09/01/2023	Open			Accounts Payable	FERGUSON WATERWORKS	\$1,304.07		
106873	09/01/2023	Open			Accounts Payable	GILA ELECTRONIC	\$1,520.34		
106874	09/01/2023	Open			Accounts Payable	GREATER YUMA PORT AUTHORITY	\$50,000.00		
106875	09/01/2023	Open			Accounts Payable	MONTES, ARNOLD	\$87.00		
106876	09/01/2023	Open			Accounts Payable	SECURITY TITLE AGENCY, INC	\$39,838.50		
106877	09/01/2023	Open			Accounts Payable	SOTO, LISANDRO	\$66.80		
106878	09/01/2023	Open			Accounts Payable	VALENZUELA, SERGIO	\$181.94		
106879	09/01/2023	Open			Accounts Payable	GARCIA, JESUS	\$384.00		
106880	09/01/2023	Open			Accounts Payable	HD SUPPLY, INC.	\$71.54		
106881	09/01/2023	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$150.00		
106882	09/01/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$384.00		
106883	09/01/2023	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$312.44		
106884	09/01/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,971.55		
106885	09/01/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$144.00		

SCHEDULE E

Payment Register

From Payment Date: 8/28/2023 - To Payment Date: 9/1/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106886	09/01/2023	Open			Accounts Payable	PROVERBS 31 HOME	\$500.00		
106887	09/01/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$198.00		
106888	09/01/2023	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	\$618.72		
106889	09/01/2023	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	\$500.00		
106890	09/01/2023	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$27,510.92		
106891	09/01/2023	Open			Accounts Payable	SANDOVAL, YAHHELL	\$300.00		
106892	09/01/2023	Open			Accounts Payable	SHERWIN WILLIAM	\$304.10		
106893	09/01/2023	Open			Accounts Payable	SOUTHWEST BOOT CO INC	\$1,957.59		
106894	09/01/2023	Open			Accounts Payable	THE PIN CENTER	\$751.00		
106895	09/01/2023	Open			Accounts Payable	VILLA, CARLOS ALBERTO	\$85.00		
106896	09/01/2023	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$1,856.33		
106897	09/01/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$712.27		
106898	09/01/2023	Open			Accounts Payable	ARIZONA SUPREME COURT	\$12,064.74		
106899	09/01/2023	Open			Accounts Payable	HULXE CONSTRUCTION SERVICES LLC	\$7,396.84		
Type Check Totals:					54 Transactions		\$177,653.39		
EFT									
4043	09/01/2023	Open			Accounts Payable	ALSCO, INC	\$1,650.83		
4044	09/01/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,310.33		
4045	09/01/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,682.20		
4046	09/01/2023	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$63.96		
4047	09/01/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$406.91		
4048	09/01/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$395.27		
4049	09/01/2023	Open			Accounts Payable	CITY OF YUMA	\$4,608.00		
4050	09/01/2023	Open			Accounts Payable	CSC OF YUMA	\$424.27		
4051	09/01/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$62.50		
4052	09/01/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$108.48		
4053	09/01/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$230.00		
4054	09/01/2023	Open			Accounts Payable	FRUTH GROUP INC	\$193.99		
4055	09/01/2023	Open			Accounts Payable	H4 DISTRIBUTIONS INC	\$6,931.62		
4056	09/01/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$980.00		
4057	09/01/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$3,327.00		
4058	09/01/2023	Open			Accounts Payable	JSA COMPANY	\$12,346.00		
4059	09/01/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$2,144.02		
4060	09/01/2023	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$2,110.92		
4061	09/01/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$4,475.50		
4062	09/01/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$3,661.59		
4063	09/01/2023	Open			Accounts Payable	PRO SALES GROUP INC	\$518.92		
4064	09/01/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$338.33		
4065	09/01/2023	Open			Accounts Payable	RDO EQUIPMENT CO.	\$477.23		
4066	09/01/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$120.06		
4067	09/01/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$1,310.00		
4068	09/01/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$1,873.26		
4069	09/01/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$875.00		

Payment Register

From Payment Date: 8/28/2023 - To Payment Date: 9/1/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4070	09/01/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,648.36		
4071	09/01/2023	Open			Accounts Payable	SPECTRUM BUSINESS	\$1,624.25		
4072	09/01/2023	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$1,045.52		
4073	09/01/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$406.40		
4074	09/01/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$1,037.51		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$58,388.23	
32 Transactions									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$177,653.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	54	\$177,653.39	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$58,388.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	32	\$58,388.23	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$236,041.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$236,041.62	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$177,653.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	54	\$177,653.39	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$58,388.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	32	\$58,388.23	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$236,041.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$236,041.62	\$0.00

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Guadalupe Canez



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 09/13/2023

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

Submitted By: Juan Tejeda, Associate Planner, Planning & Zoning Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0291F, a request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 3 Final Plat; the property is located west of 24th Avenue and south of Los Mezquites Unit 2 Subdivision in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

This subdivision will contain approximately 38.87 acres and consist of 171 residential lots and one (1) large lot designated for future Los Mezquites Townhomes development. The residential lots range in size from approximately 6,000 square feet to 11,000 square feet; Assessor's Parcel Number 227-11-393.

GENERAL PLAN:

The City Council approved Minor Amendment Case No. 2022-0711 changing the land use from Commercial (C) designation to Medium Density Residential (MDR) for the remaining 8.9 acres of said parcel. The Minor Amendment allowed the applicant to rezone 8.9 acres to R1-6 (Rezoning Case No. 2023-0007).

DEVELOPMENT AGREEMENT:

A development agreement was approved by Resolution No. 2204, the term of the development agreement is for five (5) years. The development agreement approved includes the following conditions:

- Dedication of Right of Way. At present time owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by the Public Works Department. Dedication of right of way on County 24th shall be 62 feet from the center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.
- Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed but rather may be located on any portion of the entire Property that is the subject of this agreement.
- The owner agrees to make such dedications of property as may be needed or necessary for such development at the discretion of the Public Works Director. Such dedications and the

development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

- Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of streetlights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.
- Residential Development. The developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single-family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.
- Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
- Waste Water Treatment Plant. The developer agrees to execute, record, and deliver such agreements, easements, and/or covenants, conditions, and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.
- Land Dedication for Park. The owner wishes to donate to the city, and the city agrees to accept from the Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. The owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- Covenants, Conditions, and Restrictions. For any lot developed or to be developed as other than residential development, the Owner shall record a covenant, condition, and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.
- Special Taxing Districts. The owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.
- Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.
- Buffer. The developer agrees to build an 8-foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area, and the residential street, totaling 82 feet.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the Final Plat for Los Mezquites Unit 3 Subdivision.

Staff recommends approval of this Final Plat with the following conditions:

1. Applicant must address comments from Comment Letter dated 08-29-2023.
2. Developer must comply with the approved development agreement approved by Resolution No. 2204.
3. Developer shall develop and construct any and all improvements needed and necessary for the signalization of the intersections at 24th Street and Ave. E and 23 ½ and Ave. E in accordance with the Public Works Standards of the City and the standards of the Arizona Department of

Transportation, subject to the payback provisions of Section 15.10.130 (C) of the City Code.

RECOMMENDATION / SUGGESTED MOTION:

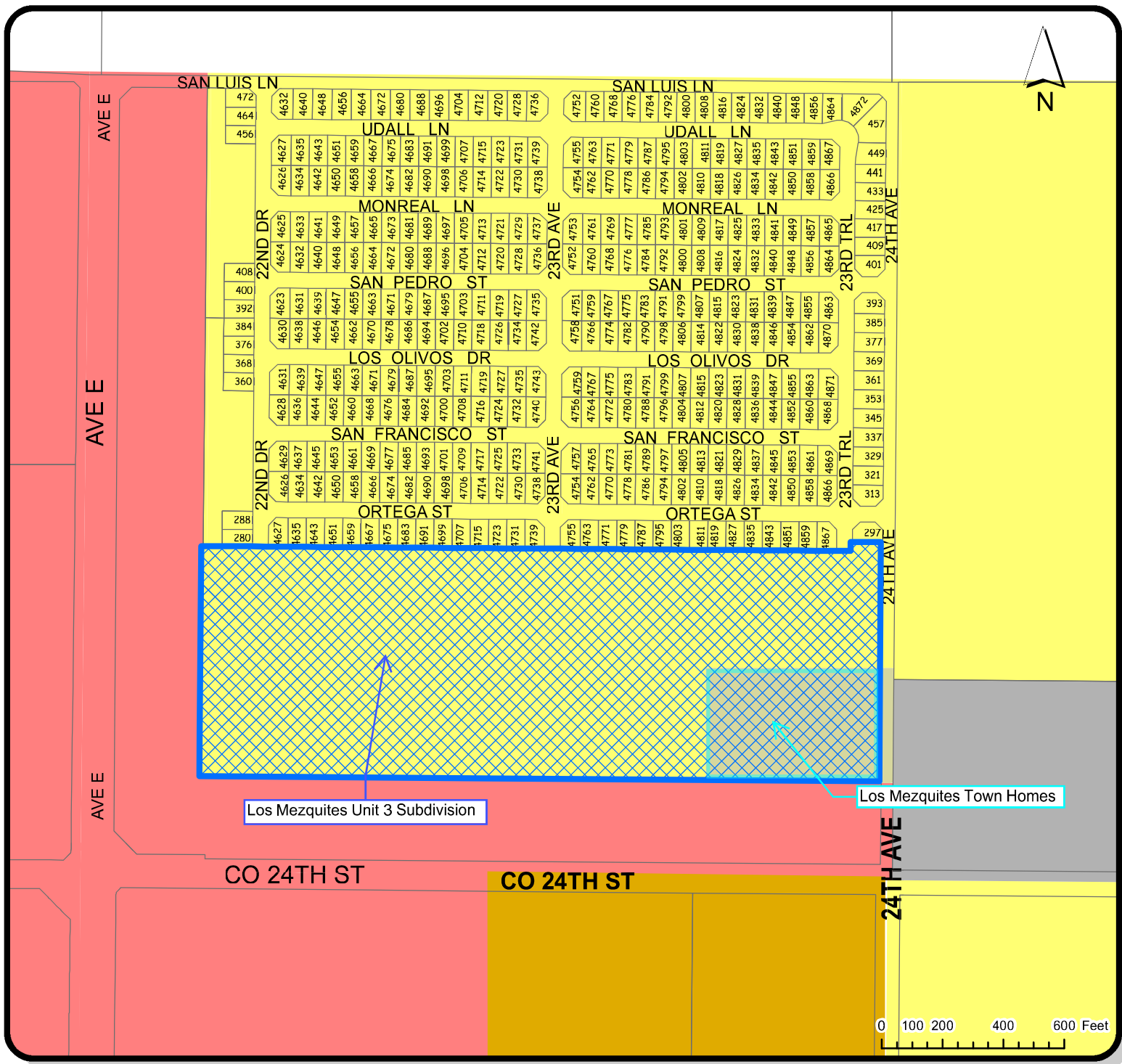
I MOVE TO APPROVE SUBDIVISION CASE NO. 2023-0291F WITH CONDITIONS AS PRESENTED BY STAFF.

Fiscal Impact

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

Attachments

Location Map
Final Plat
Resolution No. 2204-Development Agreement
Comment Letter Dated 8-29-23












LOCATION OF SUBJECT PROPERTY

 Assessor's Parcel Number:
22711393

 Subdivision Location

LOCATION MAP

- Zoning**
-  SINGLE RESIDENCE ZONING DISTRICTS
 -  R1-6
 -  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
 -  COMMERCIAL ZONING DISTRICTS
 -  C-2
 -  INDUSTRIAL ZONING DISTRICTS
 -  I-1

SUBDIVISION

CASE #
2023-0290P
2023-0291F

DATE:
6/9/2023

CHECKED BY:
JUAN TEJEDA

PLANNING & ZONING



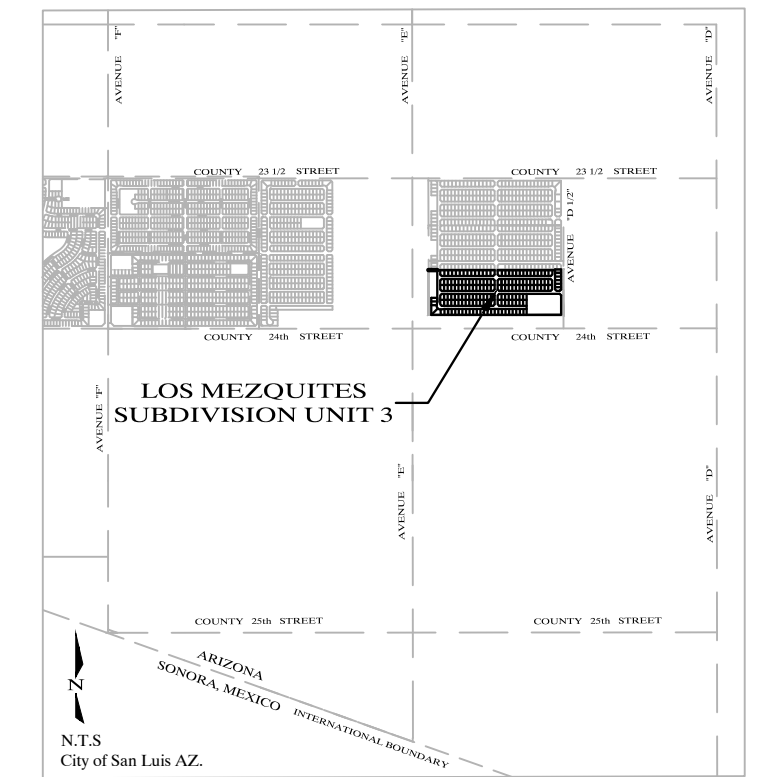
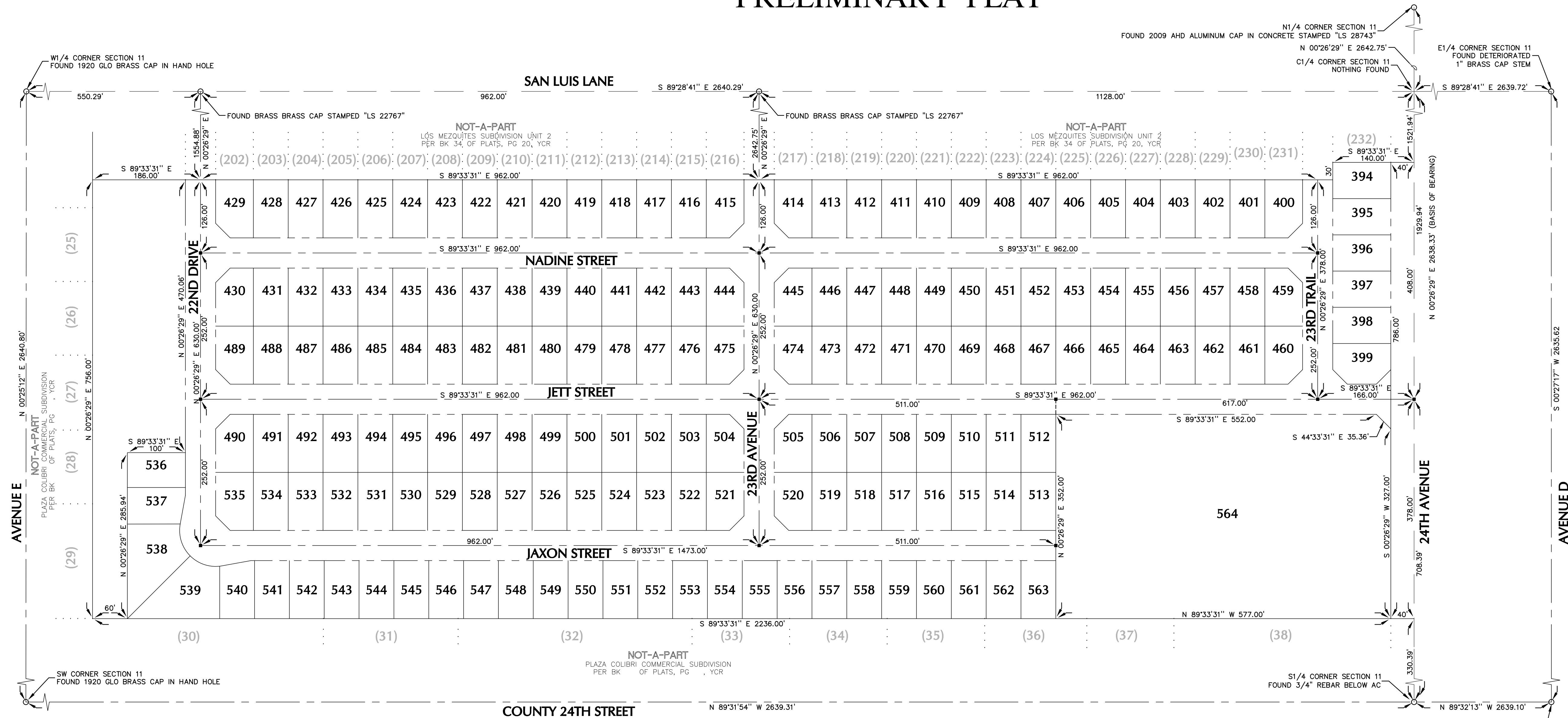
GIS

CREATED BY:
ISAAC GUTIERREZ

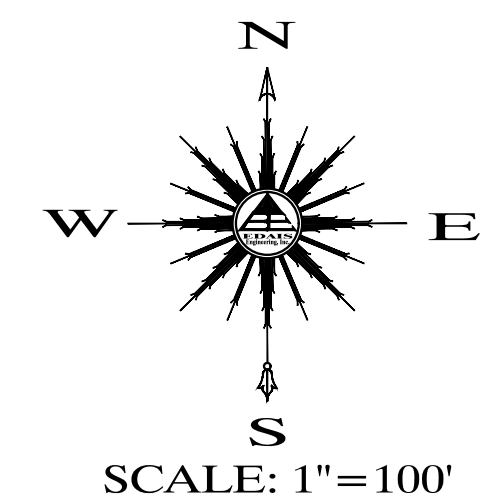
APPROVED BY:
JOSE A. GUZMAN

LOS MEZQUITES SUBDIVISION UNIT 3

A SUBDIVISION OF LOT 393 OF THE LOS MEZQUITES SUBDIVISION UNIT 2 AS RECORDED IN BOOK 34 OF PLATS, PAGE 20, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA
 BEING A PORTION OF THE S 1/2 OF THE SW 1/4 OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA
 DATE OF PREPARATION: MAY 2023 NUMBER LOTS: 171 ACREAGE: 38.8754 ACRES
PRELIMINARY PLAT



VICINITY MAP



LEGEND

- CENTERLINE / SECTION LINE
- - - RIGHT OF WAY LINE
- SETBACK LINE
- - - EASEMENT LINE (TYPE AS SHOWN)
- - - LOT LINE (TYPE AS SHOWN)
- 1 NEW LOT NUMBER
- (1) EXISTING LOT NUMBER
- NEW STREET MONUMENT
- CITY OF YUMA STD DETAIL No. 4-030
- EXISTING MONUMENT (TYPE AS NOTED)
- ROW RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- PG PG
- YCR YUMA COUNTY RECORDS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACCURATELY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.



JUAN N. LOMEI R.L.S. 22767

LAND SURVEYOR

DAHL, ROBINS & ASSOCIATES, INC.
 1560 S. 5th Avenue
 Yuma, AZ 85364
 Phone: (928) 819-0825
 Fax: (928) 819-0826
 www.dahlrobs.com
 DRA Job: 23140

PREPARED BY:

Edais Engineering, Inc.
 3075 S. AVENUE 4 E
 YUMA, ARIZONA 85365
 (928) 344-3566

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE _____ DAY OF _____ 2023, CAUSED A PORTION OF THE N1/2 OF THE SW1/4 OF SECTION 11, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 3" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 3" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF SAN LUIS FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACT "A" IS DEDICATED TO THE CITY OF SAN LUIS FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES. THE EASEMENTS ARE DEDICATED FOR THE PURPOSE SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____ DAY OF _____ 2023.

BY: NIEVES GARCIA RIEDEL, MEMBER
 RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
 COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

BASIS OF BEARING

THE NORTH-SOUTH MIDSECTION LINE OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE MERIDIAN, YUMA COUNTY, ARIZONA, NAMED N00°26'29"E AS SHOWN ON AMENDED SAN LUIS PORT LOT SPLIT OF THE SW1/4 OF SECTION 11 T11S, R24W, RECORDED AT FEE # 2022-00417 IN BK. 33, PG 64, YUMA CO. RECORDS.

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

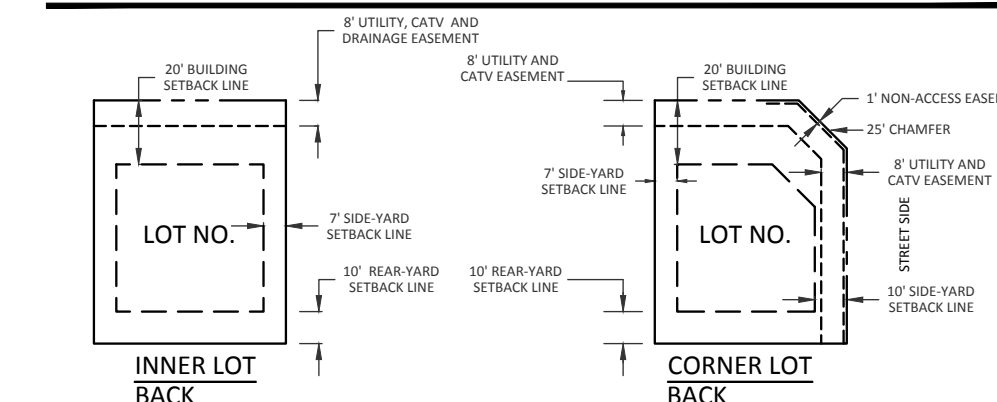
APPROVED

STATE OF ARIZONA)
) SS
 CITY OF SAN LUIS)

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

VICE MAYOR _____ DATE _____
 CITY MANAGER _____ DATE _____
 DIRECTOR OF PLANNING AND ZONING DEPARTMENT _____ DATE _____
 CITY ENGINEER _____ DATE _____
 CITY PUBLIC WORKS DIRECTOR _____ DATE _____

TYP. LOT LAYOUT



CURVE TABLE

NUMBER	DELTA	TANGENT	RADIUS	LENGTH
C1	110°34'29"	89.50'	62.00'	119.65'

OPEN SPACE

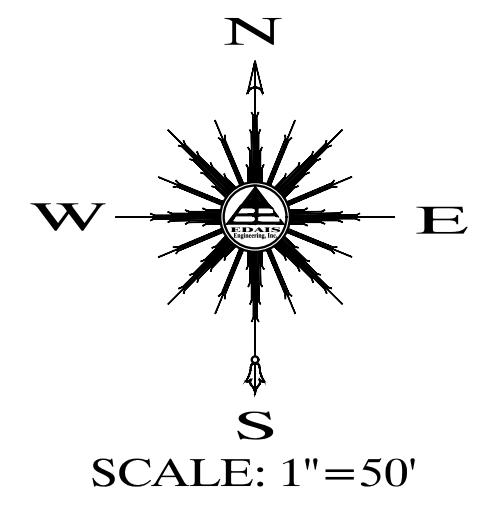
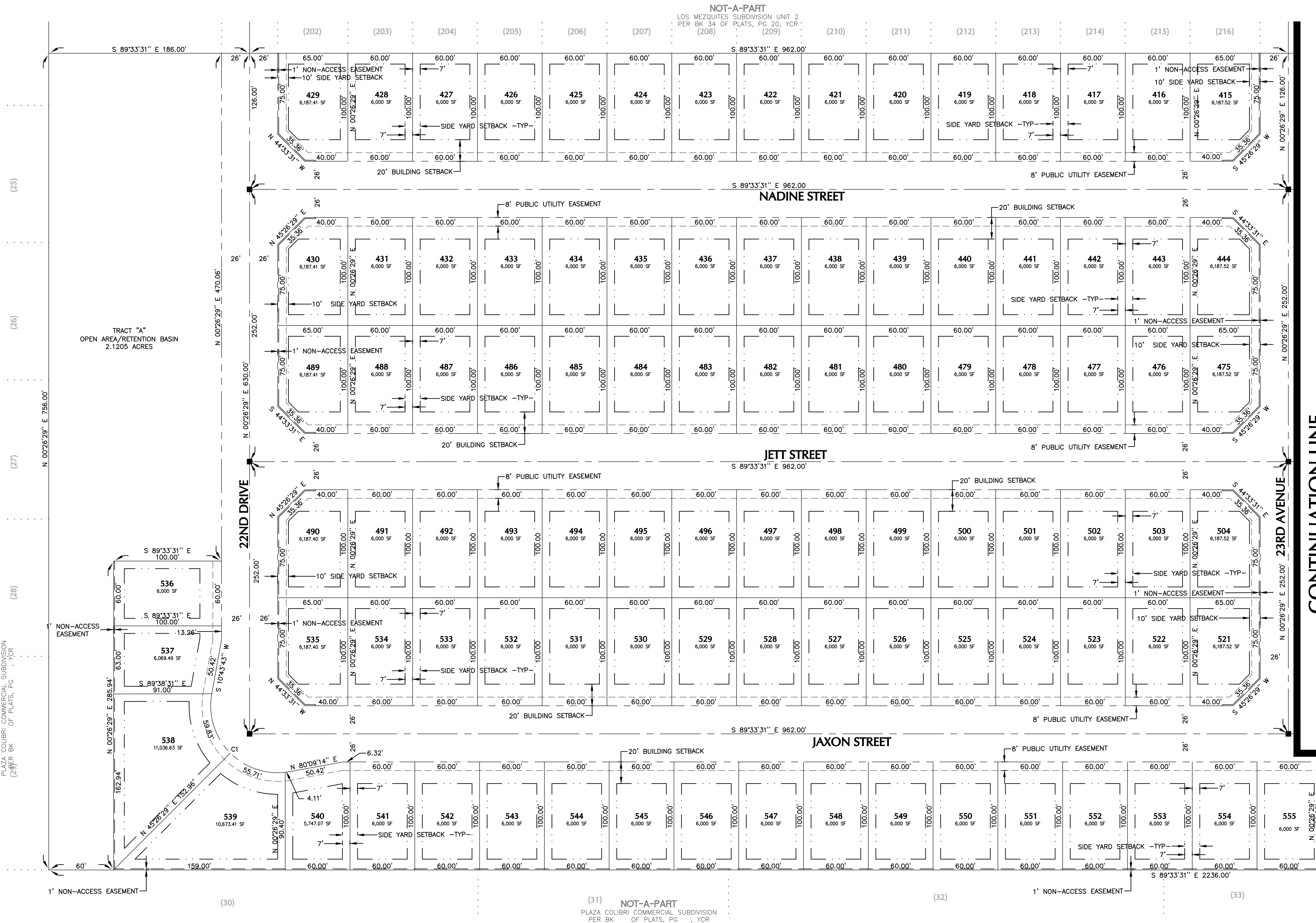
MIN. OPEN SPACE REQUIRED = (34.22 AC) X 5% = 1.711 AC
 OPEN SPACE PROVIDED = 2.1205 AC

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC
 1910 JUAN SANCHEZ BLVD
 P.O. BOX 1649
 SAN LUIS, AZ, 85349
 (928) 627-8593

LOS MEZQUITES SUBDIVISION UNIT 3

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JUAN N. LOMELI R.L.S. 22767

LAND SURVEYOR

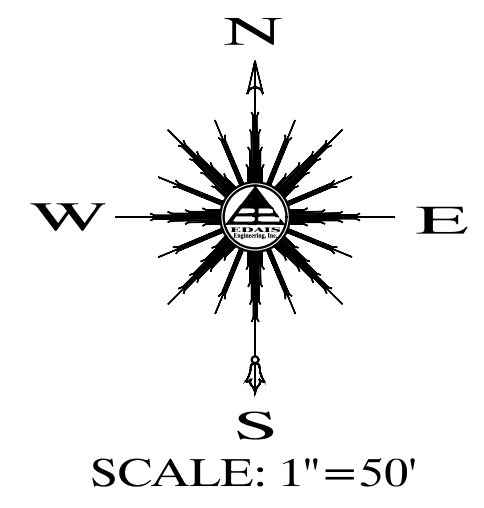
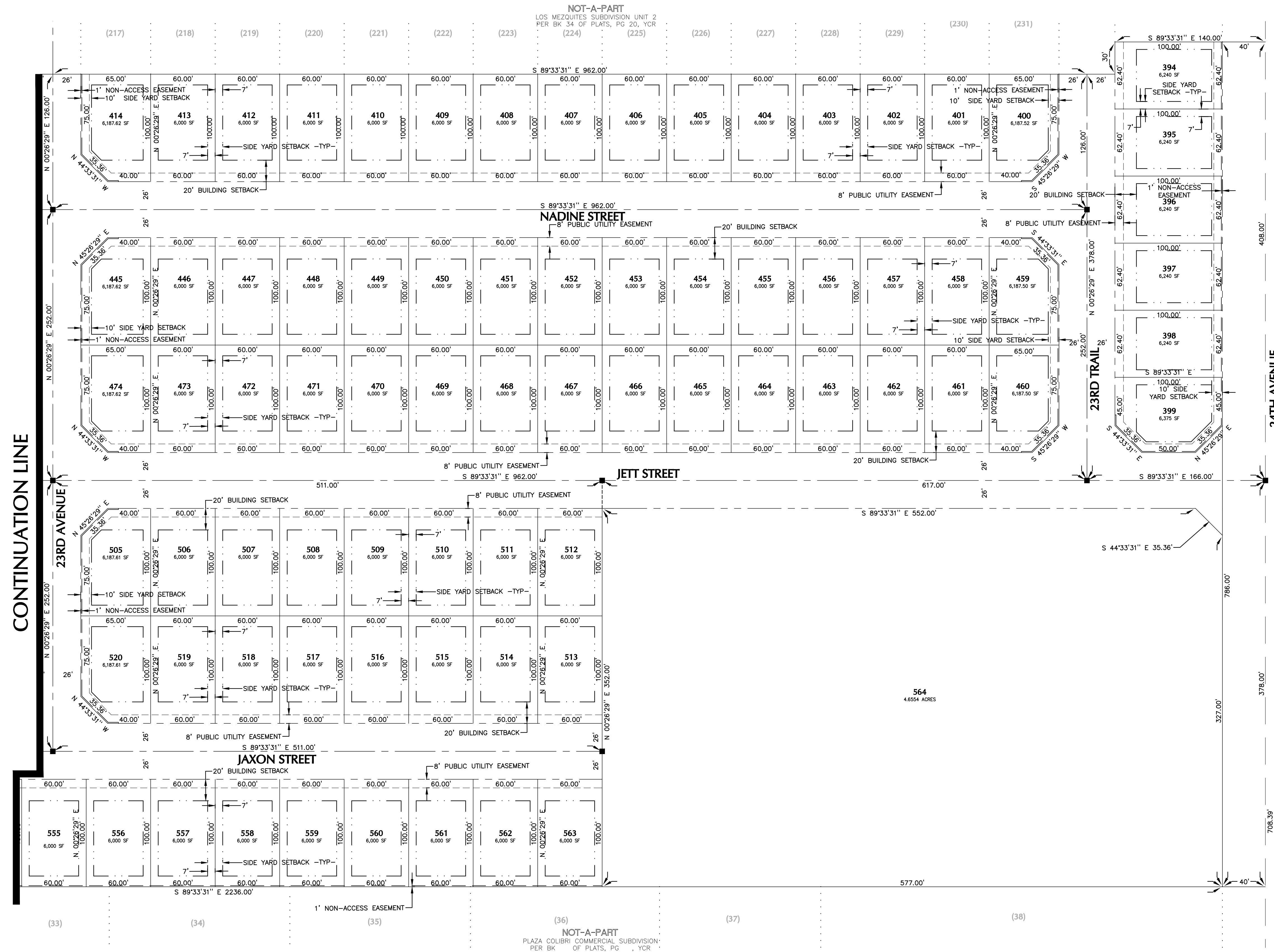
DAHL, ROBINS & ASSOCIATES, INC.
 1560 S. 5th Avenue
 Yuma, AZ 85364
 Phone: (928) 819-0825
 Fax: (928) 819-0826
 www.dahlrobin.com
 DRA Job: 23140

PREPARED BY:

Edais Engineering, Inc.
 3075 S. AVENUE 4 E
 YUMA, ARIZONA 85365
 (928) 344-3566

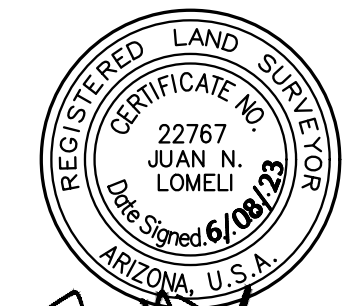
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 YUMA, ARIZONA 85365
 (928) 344-3566

CONFORMED COPY
2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Poudre County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

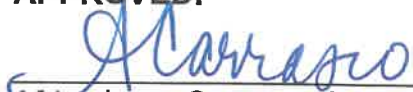
WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 21st day of December 2021.

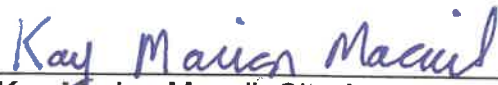
APPROVED:


Africa Luna-Carrasco, Vice-Mayor

ATTEST:


for Sonia Cornelio, Deputy City Clerk
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

21st THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of day of December, 2021 (“**Effective Date**”) by and between the City of San Luis an Arizona municipal corporation (the “**City**”) and Riedel Holdings, AZ LLC, (the “**Owner**”). This Agreement is entered into pursuant to City Resolution Number 2204.

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and
- B. WHEREAS, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the “**Property**”) and is currently being developed for a commercial shopping center (“**Shopping Center**”) and residential housing (“**Housing**”), and
- C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;
- D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48; and any other matters relating to the development of the property; and
- E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the lands future development; and
- F. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

Agreement shall mean this development agreement.

City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

Owner shall mean and refer to Riedel Holdings LLC, and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

1.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from date of execution.

1.2 Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the nonbreaching party shall have their respective remedies set forth in Section 5.3 of this Agreement.

1.3.Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Owner to the City hereunder or under any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such

dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

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

2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.

2.10 Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

3.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

3.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

3.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 4. MEDIATION AND DEFAULT

4.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the “**City Representative**”) shall be the City Manager, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the “**Developer Representative**”). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

4.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

4.3. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 5. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

5.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or

the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City Manager
 City of San Luis
 P.O. Box 1170
 1090 E. Union Street
 San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1964 E. Cesar Chavez Blvd., Suite 1
 P O Box 1649
 San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

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

6.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing

under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

6.5. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

6.6. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.7. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

6.8. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

6.9. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

6.10. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

6.11. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

6.12. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

6.13. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the

City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence of this agreement.

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

THE CITY OF SAN LUIS,
an Arizona municipal corporation

THE OWNER, Riedel Holding, L.L.C.

By: *A Carrasco*
Vice Mayor
KMM

By: *[Signature]*
Its: President

ATTEST:

By: *[Signature]* Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

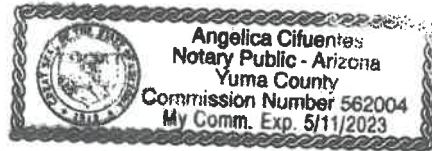
Kay Maureen MacNeil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023



STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

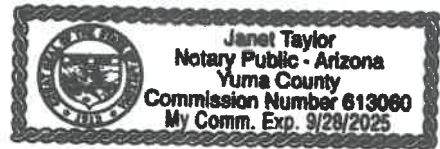
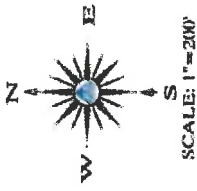


Exhibit 1
Los Mezquites Development Agreement

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 897
 MASTER PLAN LAYOUT



Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. (108.91 acres)

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- (74.64 acres)



PRELIMINARY
 NOT FOR
 CONSTRUCTION



City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

August 29, 2023

Najeh Edais
Edais Engineering
3075 S. Avenue 4E
Yuma, Az 85365

Re: Subdivision Case No. 2023-0291F Los Mezquites Unit 3 Subdivision

City staff has reviewed the final plat for Los Mezquites Unit 3 Subdivision and have the following comments:

City Engineer:

Final Plat-

1. Fill in Plaza Colibri plat recording information.
2. Show subdivision corner monuments and any missing street monuments to be set.
3. Still labeled 'Preliminary Plat.'

Improvement Plans

Roadway Plans-

1. Check curb grades at Lot 490 – should C-159.46/G-158.96 be 1 foot lower to match lot 489 grades?

Water and Sewer

1. Response to PW Comment No. 3 on townhome sprinkler systems is incorrect – fire lines cannot come off of water meters as water meters may be shut off.

Landscaping Plans

1. Submit irrigation plans for retention basin (landscaping plans submitted but not irrigation plans).

Planning and Zoning Department:

Final plat

1. Plat should be labeled as "Final Plat".
2. Lot 540 should have a minimum size of 6,000 sf as per R1-6 Zoning District development standards.
3. Please add a 1' non-access easement on the north side of the lot 536.
4. On DEDICATION it should read: "A PORTION OF THE S1/2 OF THE SW1/4..." to match legal description on top.
5. On DEDICATION: signature line to give space for signature.
6. On SURVEYOUR CERTIFICATE: revise number of sheets to three (3). Revise all sheets.

Improvement Plans

1. As per comment dated 7/17/23, curb/gutter elevation north of lot 490 will prevent stormwater to drain Jett Street to retention basin, gutter elevation is half a foot higher than street CL elevation, please clarify or revise accordingly.

Parks and Recreation Department:

Landscaping Plans

1. Please install Bowsmith multi emitter (ML210-1.0GPH.) instead if Orbit multi emitter.
2. Please install Hunter I-20 sprinklers instead of Hunter PGP sprinkler.

Public Works Department:

1. Confirm that visibility triangle are adequate for 24th Avenue (Collector Road).

Fire Department:

1. The Fire line and domestic water line need to have separate lines for the protection of the occupants of the new proposed townhomes in the case of domestic water line repair or termination of domestic water services.
2. Engineered Fire Alarm plans will need to be submitted and approved, prior to the beginning of work. Automatic Fire Sprinkler systems shall have supervisory attachments installed and monitored in accordance with *NFPA 72, National Fire Alarm and Signaling Code.* –NFPA 13.3.1.8.1

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563 extension 2064.

Thank you,

Juan Tejada
Associate Planner

A handwritten signature in black ink, appearing to be 'Juan Tejada', written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke extending to the right.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 09/13/2023

Department Head: Jose L. Cisneros, Acting Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Jose L. Cisneros, Acting Director of Parks & Recreation, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Agreement with Arizona Public Service (APS) Company for the Electrical Installation Project for the East San Luis Community Park. **(Jose Luis Cisneros, Acting Director of Parks & Recreation)**

SUMMARY:

Parks and Recreation is seeking approval to begin the installation of underground distribution facilities for the East San Luis Community Park. APS has provided a quote to relocate a 50-foot pole, install primary transmission lines, and extend underground primary transmission lines (1/0T) to the new 500KVA 277/480V transformer to serve the 800A Secondary Electrical Service. APS has provided an advanced invoice in the amount of \$51,055.48 to complete this project. The installation of this equipment will allow us to move forward with the next phase of the East San Luis Community Park, which will provide electricity to operate lighting, irrigation, and other services.

Parks and Recreation is seeking approval from the Mayor and City Council to proceed with the project and approve the agreement to procure services for this project in the amount of \$51,055.48 for street lighting. This purchase falls under City Code 3.05.020 - Exclusive Services because APS is the sole source provider.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH APS IN THE AMOUNT OF \$51,055.48 FOR THE INSTALLATION OF ELECTRICAL LINES TO THE EAST SAN LUIS COMMUNITY PARK.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$51,055.48
BUDGETED AMOUNT:	\$300,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay- CIP East San Luis Community Park GL# 806-144-90015 Park/\$300,000.00

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

The \$51,055.48 is included in the CIP budget for the East San Luis Community Park GL #806-144-90015 with a budget amount of \$300,000.00.

Attachments

APS East San Luis Community Park Agreement
APS Invoice - AR0322576
Complete APS Packet

- Part Refundable and Part Non-Refundable
- Refundable
- Ref - LOC / Surety Bond
- Ref - Rural Municipal Development
- Non - Refundable
- Applicant Payment Not Required

APS Work Order # WA615622



**CUSTOMER CONSTRUCTION AGREEMENT
PERTAINING TO LINE EXTENSIONS, REMOVALS, RELOCATION, CONVERSION OR CONDUIT
(For the Construction of Electric Distribution Facilities)**

- Revenue
- Non - Revenue

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and City of San Luis, an Arizona Corporation

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

1.1 APS shall: (Check the applicable for either A, B or C) A=Line Extensions, B=Removals, Relocates, Conversions, C=Conduit Only

- A construct electric distribution facilities as an extension of its present facilities in order to serve property
- B remove a line relocate a line convert a line
- C provide a conduit design, survey and inspection for a conduit distribution extension (conduit only project)

located at 4005 E County 24th St, San Luis, Arizona, in accordance with the attachments set forth in Section 6 to this Agreement and APS's line extension service, "Schedule 3, Revision No. 15: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS's Extension Policy and the attachments described in Section 6 are hereby incorporated in full into this Agreement.

1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows:
Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.

1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS's standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.

1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.

1.5 Applicant's "on and off" site construction required in support of APS's construction is estimated to begin on 10/09/23 and to be completed on 10/13/23. APS's construction is estimated to begin on 10/16/23 and to be completed on 10/20/23 contingent upon scheduled completion of

Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS's construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS's workload, material requirements, or other factors.

2 PAYMENT

APS will not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$51,055.48 DOLLARS, which sum equals the amount required by APS (less any pre-paid amounts) to extend service to Applicant, as authorized by the Extension Policy. Such payment shall include all charges for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's project. Such payment is due to APS upon Applicant's execution of this Agreement.

Total project payments include a refundable advance payment of \$51,055.48 and a non-refundable payment of \$0.00 (includes taxes where applicable). A Breakdown of these costs is attached hereto on the Applicant Charges form.

Refundable Line Extension (Standard) * select if none of the payment types below apply

If Applicant cancels electric service, has electric service disconnected by APS for cause, or terminates this Agreement prior to five (5) years from the date electric service is first provided to Applicant or to Applicant's successors under this Agreement, then in addition to the payments set forth above in this section, Applicant will be required to pay a pro-rated amount of the total line extension costs set forth on the Applicant Charges (Part Refundable and Part Non-Refundable or Single Family) form, minus any pre-paid amounts set forth on either Line 23 or Line 25.

The line removal, relocation or conversion costs may be applied to the associated revenue project if a Line Extension Agreement is executed by the same principles within 12 months of the Line Removal, Relocation or Conversion Agreement execution date.

3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ \$ or NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS' Final Inspection and Approval.

4 REFUNDS (*No Refunds for No Payment Agreement*)

x Basic General Service Extensions

Applicant may be eligible for a refund of the refundable advance amount if the actual annual delivery service revenue for the Applicant's project exceeds the estimated delivery service revenue used in the Economic Feasibility analysis. The refund eligibility period shall be five (5) years from the effective date of this Agreement. APS will complete an Economic Feasibility analysis at the end of the third and fifth year.

- 4.1 If prior to the start of APS's construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

5 GENERAL PROVISIONS

- 5.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 5.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 5.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 5.6 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within one year of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to cancel this Agreement, and Applicant shall be entitled to receive a refund of the amount paid, less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 5.7 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses. **N/A for "Conduit Only Projects"*
- 5.8 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- 5.9 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

6 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

- | | |
|---|---|
| <input checked="" type="checkbox"/> Design Sketches | <input checked="" type="checkbox"/> Invoice |
| <input checked="" type="checkbox"/> Applicant Charges (part-refundable and part non-refundable) | <input checked="" type="checkbox"/> Schedule of Charges (Part Refundable and Part Non-Refundable) |
| <input type="checkbox"/> Applicant Charges (Non-Refundable) | <input type="checkbox"/> Schedule of Charges (Non-Refundable) |
| <input type="checkbox"/> Applicant Charges (Single Family Homes Non-Refundable) | <input type="checkbox"/> Schedule of Charges (Single Family Homes Non-Refundable) |
| <input checked="" type="checkbox"/> Trenching Agreement – Requirements | <input type="checkbox"/> Dusk-to-Dawn Work Order |
| <input type="checkbox"/> Agreement to Construct Distribution Facilities | <input type="checkbox"/> Street Light Details |
| <input type="checkbox"/> Applicant Reimbursement Details | <input type="checkbox"/> Equipment Details |
| <input type="checkbox"/> Utility Easement | <input type="checkbox"/> Attachment A Signature Page |

7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

Signature: _____
Name: Antonia Morales
Title: Supervisor Yuma Service Planning
Date: _____

Study and Design Agreement Payment
APS Invoice #: _____
Amount: \$ _____
Date Received: _____

Material Order Agreement Payment
APS Invoice #: _____
Amount: \$ _____
Date Received: _____

Relocation, Conversion or Removal Agreement Payment
APS Invoice #: AR0320002576
Amount: \$ _____
Date Received: _____

Line Extension Agreement Payment
APS Invoice #: AR0320002576
Amount: \$ 51,055.48
 (including taxes)
Date Received: _____

Total Amount Paid: \$ _____
 (including taxes)

Refundable Advance Payment by Alternate Financial Instrument
APS Invoice #: _____
Type: _____
Financial Inst: _____
Amount: \$ _____
Date Received: _____

APPLICANT

Applicant's Name:
 City of San Luis, an Arizona Corporation

Applicant's Signature: _____

Name (Print): _____

Title: _____

Date : _____

Mailing Address:
PO Box 1170
San Luis, AZ 85349
Permanent Phone #: 928 341 8535

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

Below is for Municipality Agreements Only

ATTEST:

Signature: _____
 Town Clerk

APPROVED AS TO FORM:

Signature: _____
 Town Attorney



ESTIMATE
(NOT AN INVOICE)

Quote: AR0320002576
Rec Type: 81
Estimate Date: 09/05/2023

DO NOT SEND PAYMENT

Customer No: 104258
Estimated Due Date: 10/05/2023
Payment Terms: Due30Days

Quote To:
CITY OF SAN LUIS
PO BOX 7740
SAN LUIS AZ 85349
United States

AMOUNT ESTIMATED: 51,055.48 USD

Do not remit with estimate

Please do not send payment from estimate

Quote: AR0320002576
Rec Type: 81
Estimate Date: 09/05/2023

For billing questions, please call: Customer Service Representative at

Original

Note: WA615622 SAN LUIS EAST COMMUNITY PARK (REFUNDABLE ADVANCE) 4005 E COUNTY 24TH ST. ANY
QUESTIONS PLEASE CALL CPR SOCORRO HOOKER 928 336 9887. I APPRECIATE THE OPPORTUNITY TO ASSIST YOU.

Description	Period Covering	Customer Reference	Qty	Amount	Net Amount
NON-TAXABLE ITEM(S)					
Refundable Advance					51,055.48
Subtotal:					51,055.48
PreTax Total:					51,055.48
Amount Estimated:					\$51,055.48

Please provide invoice numbers with all remittance. An 18% per annum finance charge may be applied to outstanding invoices unless prior contractual agreements are in effect.

- Part Refundable and Part Non-Refundable
- Refundable
- Ref - LOC / Surety Bond
- Ref - Rural Municipal Development
- Non - Refundable
- Applicant Payment Not Required

APS Work Order # WA615622



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1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.

1.5 Applicant's "on and off" site construction required in support of APS's construction is estimated to begin on 10/09/23 and to be completed on 10/13/23. APS's construction is estimated to begin on 10/16/23 and to be completed on 10/20/23 contingent upon scheduled completion of

Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS's construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS's workload, material requirements, or other factors.

2 PAYMENT

APS will not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$51,055.48 DOLLARS, which sum equals the amount required by APS (less any pre-paid amounts) to extend service to Applicant, as authorized by the Extension Policy. Such payment shall include all charges for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's project. Such payment is due to APS upon Applicant's execution of this Agreement.

Total project payments include a refundable advance payment of \$51,055.48 and a non-refundable payment of \$0.00 (includes taxes where applicable). A Breakdown of these costs is attached hereto on the Applicant Charges form.

Refundable Line Extension (Standard) * select if none of the payment types below apply

If Applicant cancels electric service, has electric service disconnected by APS for cause, or terminates this Agreement prior to five (5) years from the date electric service is first provided to Applicant or to Applicant's successors under this Agreement, then in addition to the payments set forth above in this section, Applicant will be required to pay a pro-rated amount of the total line extension costs set forth on the Applicant Charges (Part Refundable and Part Non-Refundable or Single Family) form, minus any pre-paid amounts set forth on either Line 23 or Line 25.

The line removal, relocation or conversion costs may be applied to the associated revenue project if a Line Extension Agreement is executed by the same principles within 12 months of the Line Removal, Relocation or Conversion Agreement execution date.

3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ \$ or NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS' Final Inspection and Approval.

4 REFUNDS (*No Refunds for No Payment Agreement*)

x Basic General Service Extensions

Applicant may be eligible for a refund of the refundable advance amount if the actual annual delivery service revenue for the Applicant's project exceeds the estimated delivery service revenue used in the Economic Feasibility analysis. The refund eligibility period shall be five (5) years from the effective date of this Agreement. APS will complete an Economic Feasibility analysis at the end of the third and fifth year.

- 4.1 If prior to the start of APS's construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

5 GENERAL PROVISIONS

- 5.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 5.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 5.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 5.6 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within one year of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to cancel this Agreement, and Applicant shall be entitled to receive a refund of the amount paid, less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 5.7 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses. **N/A for "Conduit Only Projects"*
- 5.8 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- 5.9 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

6 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

- | | |
|---|---|
| <input checked="" type="checkbox"/> Design Sketches | <input checked="" type="checkbox"/> Invoice |
| <input checked="" type="checkbox"/> Applicant Charges (part-refundable and part non-refundable) | <input checked="" type="checkbox"/> Schedule of Charges (Part Refundable and Part Non-Refundable) |
| <input type="checkbox"/> Applicant Charges (Non-Refundable) | <input type="checkbox"/> Schedule of Charges (Non-Refundable) |
| <input type="checkbox"/> Applicant Charges (Single Family Homes Non-Refundable) | <input type="checkbox"/> Schedule of Charges (Single Family Homes Non-Refundable) |
| <input checked="" type="checkbox"/> Trenching Agreement – Requirements | <input type="checkbox"/> Dusk-to-Dawn Work Order |
| <input type="checkbox"/> Agreement to Construct Distribution Facilities | <input type="checkbox"/> Street Light Details |
| <input type="checkbox"/> Applicant Reimbursement Details | <input type="checkbox"/> Equipment Details |
| <input type="checkbox"/> Utility Easement | <input type="checkbox"/> Attachment A Signature Page |

7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

Signature: _____
Name: Antonia Morales
Title: Supervisor Yuma Service Planning
Date: _____

Study and Design Agreement Payment
APS Invoice #: _____
Amount: \$ _____
Date Received: _____

Material Order Agreement Payment
APS Invoice #: _____
Amount: \$ _____
Date Received: _____

Relocation, Conversion or Removal Agreement Payment
APS Invoice #: AR0320002576
Amount: \$ _____
Date Received: _____

Line Extension Agreement Payment
APS Invoice #: AR0320002576
Amount: \$ 51,055.48
 (including taxes)
Date Received: _____

Total Amount Paid: \$ _____
 (including taxes)

Refundable Advance Payment by Alternate Financial Instrument

APS Invoice #: _____
Type: _____
Financial Inst: _____
Amount: \$ _____
Date Received: _____

APPLICANT

Applicant's Name:
 City of San Luis, an Arizona Corporation

Applicant's Signature: _____
Name (Print): _____
Title: _____
Date : _____

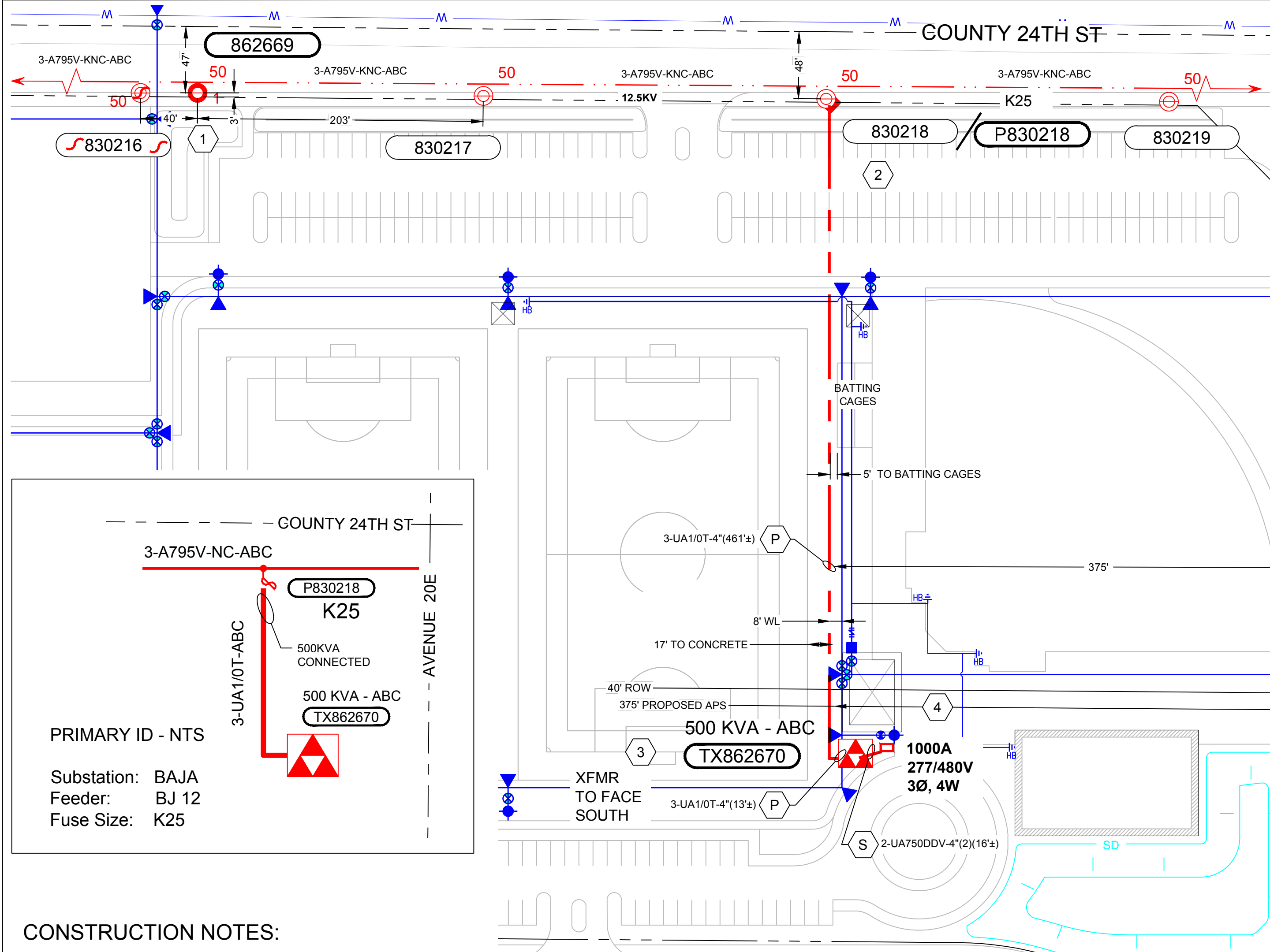
Mailing Address:
PO Box 1170
San Luis, AZ 85349
Permanent Phone #: 928 341 8535

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

Below is for Municipality Agreements Only

ATTEST:
Signature: _____
 Town Clerk

APPROVED AS TO FORM:
Signature: _____
 Town Attorney



ISSUED-FOR-CONSTRUCTION
FINAL DESIGN
 2/15/2022 R.A.S./AC 2.16.22



APS ENGINEERING
 CHECKED BY:

UTILITIES KEY

EXISTING	PROPOSED
W	W
S	S
G	G
SD	SD
IRR	IRR
TS	TS
T	T
CATV	CATV
FO	FO
OH TRANSMISSION (69KV)*	
OH PRIMARY (12,470/7,200V)*	
OH SECONDARY/SERVICE (120/240V)*	
UG TRANSMISSION (69KV)*	
UG PRIMARY (12,470/7,200V)*	
UG SECONDARY/SERVICE (120/240V)*	
SPARE CONDUIT	
TRENCH RUNNING LINE	
* UNLESS OTHERWISE NOTED	

Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

GENERAL CONSTRUCTION NOTES
 CUSTOMER TO PROVIDE & INSTALL:

- STAKING PROPERTY CORNERS WITH OFFICIAL SURVEY CAPS, ELEVATIONS AND GRADES. THERE IS A RESTAKING FEE IF RESURVEYING IS REQUIRED DUE TO APS SURVEY STAKES BEING DESTROYED IN THE FIELD.
- ALL APPROVED TRENCH & CONDUIT MATERIALS IN COMPLIANCE WITH THE A.P.S. TRENCH AGREEMENT & THE TRANSMISSION & DISTRIBUTION CONSTRUCTION STANDARDS, UNLESS OTHERWISE NOTED.

APS TO PROVIDE, CUSTOMER TO INSTALL

- EQUIPMENT PADS (EXCEPT 3-PHASE TRANSFORMER PADS), J-BOXES, PULL BOXES, FLAT STRAP AND MANHOLES UNLESS NOTED OTHERWISE. PLEASE CONTACT CSR TO ARRANGE TO PICK UP YOUR MATERIAL.

COORDINATE WITH WO# _____

Curbs and Sidewalks
 SIDEWALKS AND CURBS INSTALLED PRIOR TO THE COMPLETION OF APS CONSTRUCTION, WHICH MAY INTERFERE WITH APS CONSTRUCTION, WILL BE REPAIRED AT CUSTOMER'S EXPENSE.

Revisions
 THERE WILL BE A CHARGE TO THE CUSTOMER FOR CHANGES MADE AT THE REQUEST OF THE CUSTOMER TO THE FINAL DESIGN.

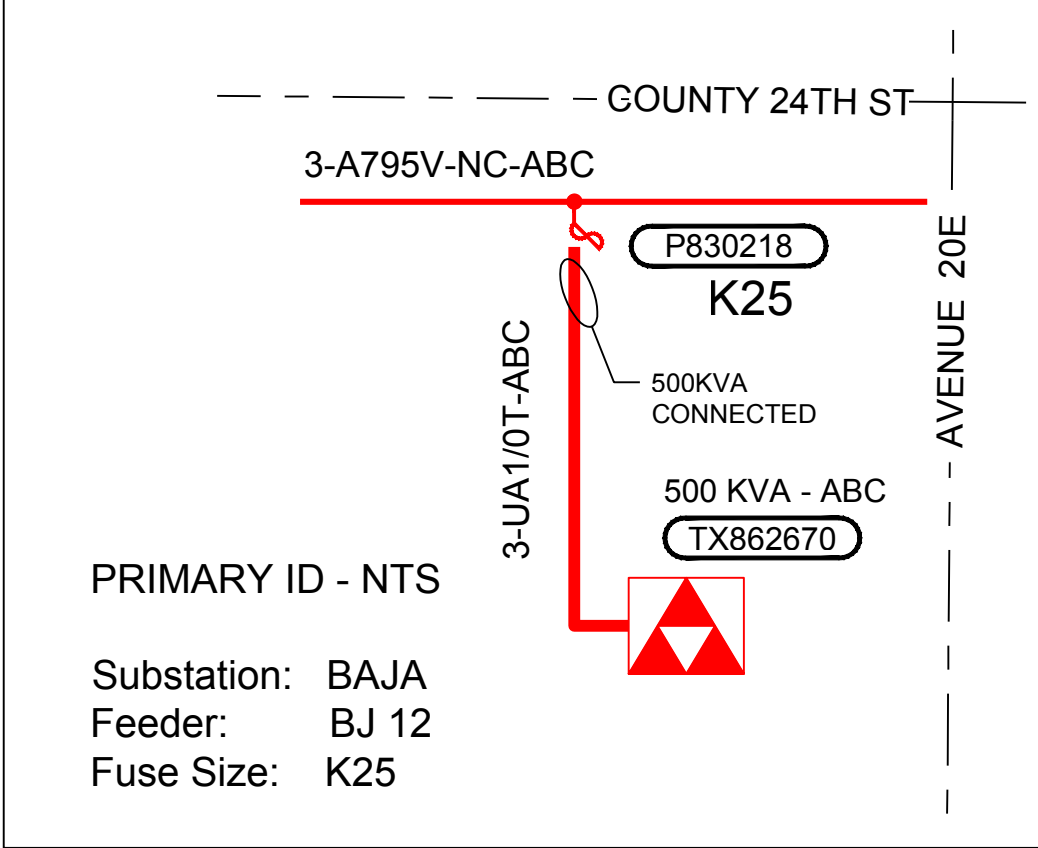
Easements
 TRENCH, CONDUIT, AND ANY OTHER FACILITIES INSTALLED PRIOR TO OBTAINING EASEMENTS IS AT THE RISK OF THE CUSTOMER. IF THE FINAL DESIGN MUST CHANGE BECAUSE EASEMENTS CANNOT BE GRANTED, THE CUSTOMER IS RESPONSIBLE FOR ALL COST AND INSTALLATION ASSOCIATED WITH THE CHANGE.

Permits
 APS WILL SUBMIT PERMITS. CONTRACTOR MUST SHOW PROOF OF BOND AND SIGN PERMITS PRIOR TO STARTING WORK.

Existing Underground Electric Lines
 THE LOCATION OF LINES IS APPROXIMATE AND THE AS-BUILT LOCATIONS IN THE FIELD MAY BE DIFFERENT.

APS SYMBOL LEGEND

EXISTING	PROPOSED

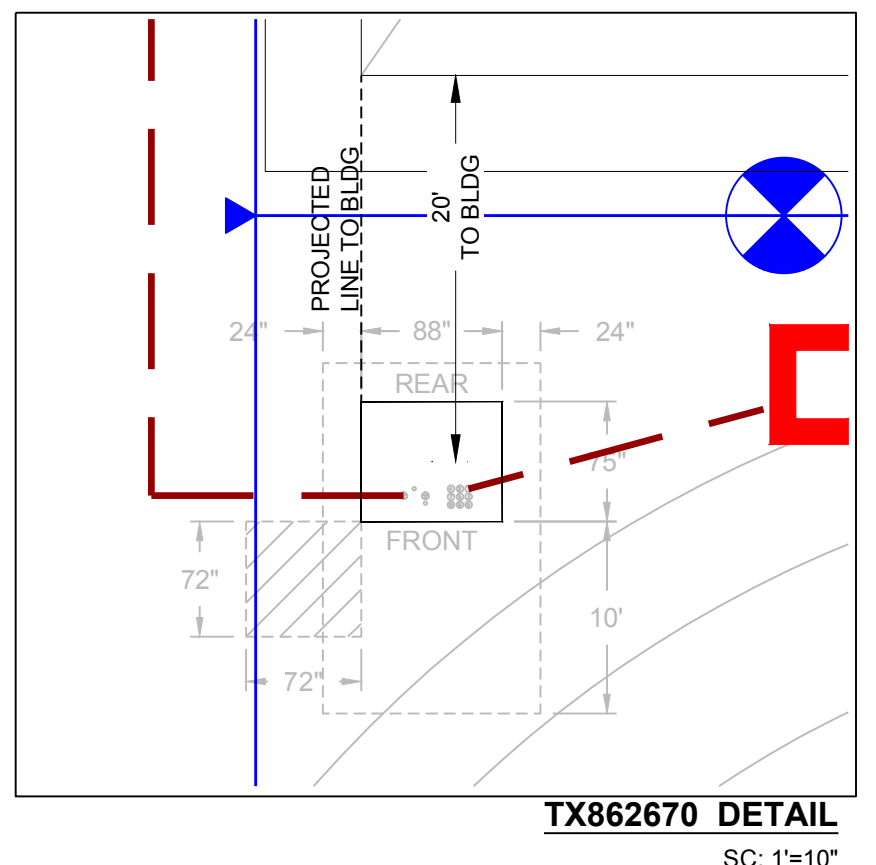


CONSTRUCTION NOTES:

- | | | |
|---|---|--|
| 1 | REMOVE
1907.501G
3130.SC3ATA795V
(12.5KV) | INSTALL
1907.501G
3130.SC3ATA795V (12.5KV)
2350.H13 (As needed)
2355.H11 (As needed) |
| 2 | INSTALL
5118.S1KA795V (12.5KV)
2640.K25 (3) | |
| 3 | INSTALL
7666.B366 (500KVA, 12.5KV, 277/480V, 3Ø)
2709.UA750DDV(2) | |
| 4 | INSTALL
9047.1A (1000A, 277/480V, 3Ø, 4W)
2705.UA750DDV(2) | |
| ⊕ | INSTALL
8881.HQ(3) (5" PLUGS)*
8881.GQ(2) (4" PLUGS)*
8881.GQV(2) (4" PLUGS)*
8895.MR(1800) (FLATSTRAP) | |

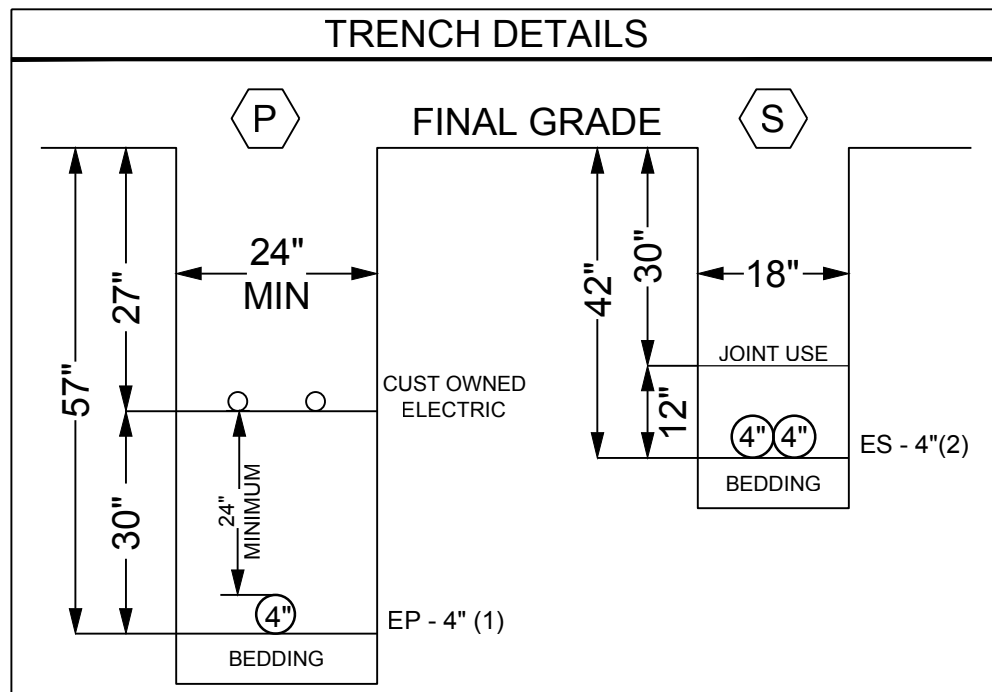
* APS PROVIDED, CUSTOMER INSTALLED

WARNING!!!
 ALL DATA CONTAINED IN THIS DRAWING WAS BASED ON INFORMATION AVAILABLE AT THE TIME OF ITS PREPARATION. APS NEITHER ENCOURAGES RELIANCE ON, NOR WARRANTS, THE ACCURACY OF THE DRAWING. PLEASE CALL BLUE STAKE BEFORE DIGGING OR TRENCHING. FAILURE TO CONTACT BLUE STAKE MAY RESULT IN VIOLATIONS OF A.R.S. SS 40-360.21 AND 40-360.22A



WIRE DATA

CODE	TYPE	INST	REM	ABAND
6215.UA1/OT	PRIMARY	1756'	0'	0'
6220.UA750DDV	SERVICE	76'	0'	0'



TRENCH NOTES

ALL 5" SWEEPS TO BE CONCRETE ENCASED. COMPRESSIVE STRENGTH: 260 MIN PSI TO 300 MAX PSI (190 TO 200 POUNDS CEMENT/CU YARD (2-SACK MIX))

ENCASEMENT SHALL BE A MIN OF 3" THICK SURROUNDING THE SWEEP AND SHALL EXTEND 12" BEYOND THE SWEEP COUPLINGS (20.9 APS SPEC BOOK)

ADDITIONAL EXCAVATION REQUIRED ON PROPERTY SIDE OF PADMOUNT EQUIPMENT TO ALLOW GAS FACILITIES TO GO AROUND - MIN 12" CLEARANCE REQUIRED BTWN EDGE OF PAD AND GAS (4" BTWN GAS MAIN & APS SERVICE CONDUIT)

TRENCHES 60" OR MORE IN DEPTH SHALL BE SHORED, LAID BACK TO A STABLE SLOPE, OR SOME OTHER MEANS OF PROTECTION SHALL BE PROVIDED TO GUARD AGAINST MOVING GROUND AND CAVE-INS

CUSTOMER TO PROVIDE & INSTALL CONDUIT SYSTEM PER APS SPECIFICATIONS

UNLESS NOTED OTHERWISE, ALL SECONDARY CONDUIT FROM TRANSFORMER TO SERVICE JBOX TO BE 3"; ALL SERVICE CONDUITS TO BE 2-1/2"; ALL STREET LIGHT CONDUIT TO BE 2.

CENTERLINE OF APS MAIN TRENCH TO BE 3' BEHIND FRONT PROPERTY LINE

FACE PADMOUNT TRANSFORMERS TOWARD STREET

STUB SERVICE CONDUITS ±12" BEHIND FRONT PROPERTY LINE TOWARD PROPOSED HOUSE PAD - INSTALL APS ELECTRIC MARKER ON STUBOUT

APS TO STAKE ALL CONDUIT CROSSINGS, PADMOUNT EQUIPMENT LOCATIONS, STREET LIGHT STUBOUTS & NEW POLE LOCATIONS

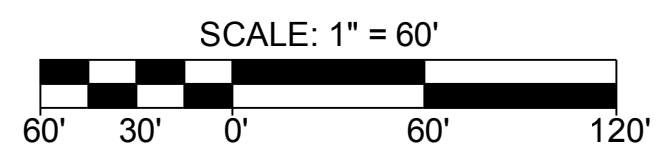
CALL 928-336-9838 TO SCHEDULE STAKING OR TRENCH/CONDUIT INSPECTION

MAINTAIN MINIMUM 4' HORIZONTAL CLEARANCE BETWEEN FIRE HYDRANT & APS UG FACILITIES

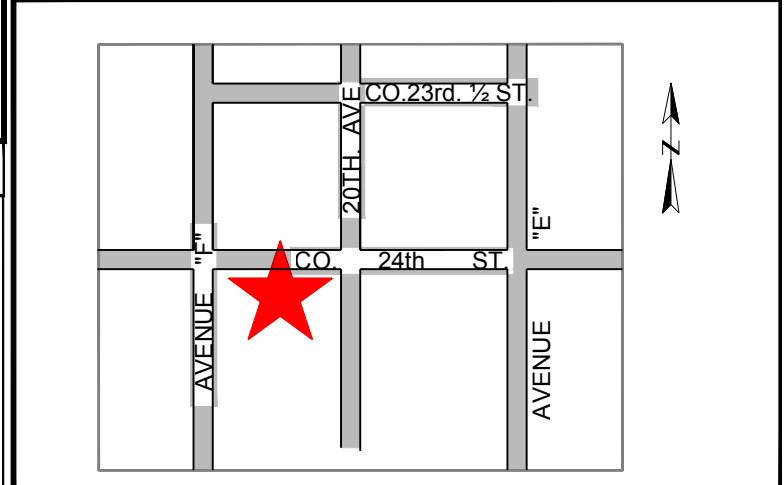
MINIMUM 12" CLEARANCE REQUIRED AT ALL UTILITY CROSSINGS

TRANSFORMER ORDER (OVERHEAD OR UNDERGROUND SINGLE PHASE TRANSFORMER)

OPERATING NO.	KVA	INST/REM	PHASING	EQUIPMENT NO.	SERIAL NO.	INSTALLED VOLTAGE		ADDRESS
						PRIMARY	SECONDARY	
TX862670	500	INSTALL	A B C			12.5KV	277/480V	4005 E County 24th St, San Luis



DATA MODIFIED PER FIELD CONDITIONS



QUARTER SECTION GRID DATA
 T11S R24W Sec 15 NW1/4 MAP#

CONTACT: ANNE CAMACHO
 PHONE: 928-336-9848 MOBILE:
 INSPECTOR: STEVE GRESHMAN
 PHONE: 928-919-0790 MOBILE:

WA615622
 EAST SAN LUIS COMMUNITY PARK
 4005 E County 24th St, San Luis
 FILE: APSCAD.DWT
 BY: R.A.S./AC 2.16.22 DATE: 2/15/2022
 SCALE: 1:80 SHEET 1 OF 1



Schedule 3, Revision 15
Applicant Charges (Part Refundable and Part Non-Refundable)

APS Representative:
 Socorro Hooker
 Customer Project Representative
 6700 E 30th Street
 Yuma, AZ 85367
 928 336 9887

Bill To:
 City of San Luis, an Arizona Corporation

PO Box 1170
 San Luis, AZ 85349
 928 341 8535

Work Order #:

WA615622

Service Address and City:

4005 E County 24th St, San Luis

Service Zip Code:

85349

Description of Work:

Relocate on 50' pole; Install primary transition & extend underground primary (1/0T) to new 500KVA 277/480V transformer to serve a new 800A SES for a new park complex for City of San Luis.

DATE: 07/13/23

INVOICE # AR0320002576

DESCRIPTION	AMOUNT
1 Schedule of Charges (See attached APS Schedule of Charges for details)	\$ 49,145.30
2 Project Specific Charges	\$ 1,910.18
3	
4	
5 Project Specific Labor Costs	\$ 1,910.18
6	
7 50' Pole relocation on County 24th Street	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21 TOTAL LINE EXTENSION COSTS Subject to Allowances or Economic Analysis (Lines: 1+2+12+18)	\$ 51,055.48
22 EFS Estimated Annual Delivery Revenue \$2,716.30 Customers Included: 1	
23 EFS Refundable Advance (Amount Required to Make Extension Feasible)	\$51,055.48
24	
25	
26	
27	
28	
29	
30	
31	
32	
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36	
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38	
39	
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41	
42	\$ -
43	
44	
45	
46 TOTAL REFUNDABLE ADVANCE (From Line 23, 25, 26, 27, 28, or 31) Account # 252153023	\$ 51,055.48
47 TOTAL CHARGES TO APPLICANT (Part Refundable and Part Non-Refundable) (Line 45+46)	\$51,055.48
48	
49	
50 TOTAL DUE AFTER PRE-PAYMENT(S)*	\$51,055.48



**TRENCHING AGREEMENT - REQUIREMENTS
(For the Construction of Electric Distribution Facilities)**

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and City of San Luis, an Arizona Corporation

hereinafter called "Applicant". In consideration of the services to be performed by APS and Applicant for construction of underground distribution facilities at 4005 E County 24th St, San Luis, Arizona, it is agreed as follows:

- 1 Applicant shall provide trench, conduit, backfill and 3-phase transformer pads. Applicant shall install conduit, backfill, 3-phase transformer pads and APS provided equipment pads/box pads, pull boxes, j- boxes and manholes. These items shall be provided and installed according to this agreement, the Trenching Installation Specifications (Attachment), the T&D Construction Standards, Electric Service Requirements Manual (ESRM), Arizona Bluestake Laws and the attached drawings.
- 2 **Applicant shall use a properly licensed contractor when excavating in the public right-of-way, within a utility easement, or around APS equipment. Contractor licenses may be confirmed through the State Registrar of Contractors.**
- 3 APS shall be responsible for inspecting all trench, conduit and equipment installations outlined in item 1 above. Applicant shall provide easements for trench routes, equipment locations, and secure all necessary permits required by local municipalities and/or governing agencies. Applicant shall also ensure that APS has vehicular access to facilities at all reasonable times.
- 4 Easements, alleys, streets and water retention areas adjacent to proposed trench route must be graded to within 6 inches of finished grade, and grade stakes set, before APS approves trench and begins construction. **Applicant agrees to reimburse APS for any costs incurred in adjusting facilities due to changes in finished grade.**
- 5 Applicant shall have property corners, grade stakes, control points, or blue tops installed and flagged (as requested) set adjacent to trenches and equipment locations before APS will begin survey and prior to APS final inspections being completed.
- 6 Applicant shall be responsible for having all existing underground facilities located and identified in the field before excavation begins. **Contact Arizona Bluestake 602-263-1100 or dial 811.** Toll Free 1- 800-782-5348. For a complete statement of the law regarding location of underground facilities, refer to Arizona Revised Statutes, Chapter 2, Article 6.3, Sections 40-360.21 through 40-360.32 or contact the Arizona Corporation Commission at (602)-262-5601 for interpretations, enforcement and educational presentations.
- 7 APS approved and Applicant provided concrete caps shall be installed over conduit in trenches which cross or are located in drainage areas, washes, and other areas subject to erosion as shown on the attached drawings and as required by the designated APS Representative.
- 8 APS will not energize underground cable until the trench depth is verified and backfill is compacted with a minimum of 24 inches cover for secondary/service and 36 inches cover for primary, unless otherwise shown on the attached drawings.
- 9 Applicant shall restore, at Applicant's expense, any damaged landscaping or property to its original condition, due to Applicant provided trenching, backfilling or equipment installations.
- 10 APS reserves the right to inspect all or any part of Applicant's work during or after completion of trenching, conduit installation, shading, backfilling, or compaction. If all or any part of the work has not been done according to APS specifications, Applicant shall take corrective action at Applicant's expense. APS, at Applicant's request, may perform the corrective action at the Applicant's expense. Neither inspection of the work by APS nor lack of an inspection shall relieve Applicant of the responsibility to provide and perform the work according to APS specifications. In all cases, the Applicant is responsible for the conduit system location and the condition of the conduit; including, trench settling and compaction, integrity, and usefulness until APS power lines have been installed and energized. Once the lines are energized, APS assumes responsibility for its underground service lines up to the point of delivery and the underground conduit system up to the connection to the customer owned underground conduit riser. The customer will continue to be responsible for maintenance of any risers, raceways and/or termination cabinets necessary.
- 11 Where Applicant provides the trench and backfill, Applicant shall indemnify or cause its contractors to indemnify and save harmless APS from any and all claims, losses, costs and damages incurred by the utilities, on account of injuries or damages to persons or property received or sustained by any persons, firms, or corporations to the extent of any negligent acts or omissions of Applicant, its agents or employees, or of any defects in the methods, materials, used in the trenching or backfilling.

12 The following documents are attached to and made a part of this agreement:

- Construction drawings
- Applicant trenching diagram
- Duplex transformer requirements
- Equipment box pad details
- Three-phase transformer pad and conduit requirements
- Section 500 and/or 600 of APS' Electric Service Requirements
- T&D Construction Standards
- Other

13 Applicant shall review this document and the Trenching Installation Specifications (Attachment) with their trenching contractor before work begins. The trenching contractor shall maintain a copy of these documents at the job site for review.

14 For inspection call the APS Representative two (2) working days prior to start of work:

Name: Socorro Hooker Telephone: 928 336 9887

15 If Applicant provides survey of APS facilities, Applicant is required to provide As-Built drawings to APS, in accordance with APS Land Department Survey As-Built Requirements. A copy of these requirements may be found on the APS Construction Corner website:

<https://www.aps.com/-/media/APS/APSCOM-PDFs/About/Construction-and-Power-Line-Siting/Construction-Services/LandServicesInformation.ashx?la=en&hash=B5B898D8F3C84D6F9248C7CF3BA44765>

or by calling APS Land Department at 602-371-6298 if website is unavailable.

16 Contact APS representative for project scheduling and coordination.

17 Signatory on the agreement must be an officer of the company or a representative who has the authority to bind the entity signing the contract.

18 Applicant shall request a pre-construction meeting with APS Representative and Public Safety Department personnel to discuss trenching safety precautions prior to excavating near overhead lines or through existing utility easements where overhead lines exist.

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

APPLICANT

Signature:

Authorized Signer:

Socorro Hooker

Title:

Customer Project Representative

Date:

Applicant's Name:

City of San Luis, an Arizona Corporation

Applicant's Signature

Name (Print)

Title:

Date:

Mailing Address:

PO Box 1170

San Luis, AZ 85349

Permanent Phone #:

928 341 8535

Refer all questions to the designated APS Representative.
TRENCHING INSTALLATION SPECIFICATIONS

1. All primary, secondary, and service conductors shall be installed in PVC conduit unless otherwise specified on the drawings.
2. Rigid conduit is defined as PVC. Sweeps shall have one belled end and one plain end. Both ends shall be internally chamfered.
3. Applicant will provide conduit which meets the following specifications:

Straight Conduit (See Notes 1 & 2)	PVC DB-120 (Modulus 400,000 PSI)	Mfg. Name, nom. Size, 90° C, Type (i.e. DB-120), ASTM 5-12, PVC 12254B. PVC 12254B AZ2 or PVC 12254B AZR
	PVC SCH 40 or SCH 80	Mfg. Name, nom. Size, 90° C. PVC SC 40 or SCH 80, NEMA TC-2
Bends, Sweeps and Elbows (See Note 3)	PVC SCH 40 or SCH 80 (See Note 4)	Mfg. Name, nom. Size, 90° C, PVC SC 40 or SCH 80, NEMA TC-2 radius, degree of curvature
Fittings	PVC SCH 40 or SCH 80	Mfg. Name, nom. Size, 90° C, PVC SC 40 or SCH 80, NEMA TC-2 (marking may be on packing material)
NOTES: <ol style="list-style-type: none"> 1 12254B minimum cell classification per ASTM D-1748. 2 PVC DB-100, modulus 400,000 PSI, ASTM F-512 is suitable for 4 inch and 5 inch conduit. 3 4" dia. & under-SCH 40 NEMA TC-2; 5" diameter & larger-SCH80 NEMA TC-2, 60" radius 4 Sweeps at SES shall be SCH80, Reference APS ESRM, Section 500. 5 All PVC shall be gray. 		

4. When installing PVC conduit apply purple primer/cleaner ASTM F656 to all PVC joints prior to applying a coating of gray PVC to PVC cement ASTM D2564.
5. Unless otherwise specified, sweeps/bends shall be 24 inch minimum radius for secondary/service and 36" radius for primary. Five inch diameter conduit requires a 60" minimum radius for sweeps and bends.
6. The conduit sweeps at device location shall extend a minimum of 1-1/2 inches and a maximum of 2 inches above the top of the pad. Trench depth shall be adjusted to obtain the correct extension (conduit sweeps shall not be cut.) Conduits that are stubbed out of any component, manhole or pullbox shall be tagged to indicate where the stubbed end is located. Attach tag to the expandable plug. Refer to APS Standard 1215, Section 7.0 for proper identification method.
7. Applicant shall provide and install 3 phase transformer pads, as well as install APS provided equipment pads/box pads, pull boxes, j-boxes and manholes in accordance with APS Specifications and the attached Work Order drawings. Conduit stubs shall be positioned in equipment as specified on the attached drawings or details. APS will provide ground rods or ground wire. The Applicant shall install the ground rod to within 6 inches of finished grade at time of conduit installation at each equipment location. Ground rods shall not be cut. Alternate #6 copper ground wire (where specified on the Work Order drawings) shall be buried a minimum of 18 inches deep. Working clearance shall be provided for all equipment per APS Standard 1278 and 1279.
8. Minimum 90 percent soil compaction is required at all equipment locations (compacted area to extend 1 foot out from equipment.) A minimum soil compaction of 85 percent is required at all other locations. In the event of an inconsistency or conflict with other agency specifications, the more stringent specification shall apply. All equipment locations shall be backfilled with select (1-1/2 inches maximum diameter rock) material compacted with mechanical tamping machine and leveled to finished grade. The use of a mechanical tamping machine is not required where 1/2- sack slurry (1/2 sack of cement per cubic yard of sand or ABC) is utilized for backfill. Equipment locations shall maintain the minimum clear working areas specified in APS T&D Construction Standards.
9. Concrete caps shall consist of 3000 psi concrete at 28 days, 4 inches thick and 2 inches minimum on all sides.
10. Shading over all APS conduit shall be a minimum of 12 inches regardless of soil conditions. The 6 inches immediately above the conduit shall contain no rocks larger than 1-1/2 inches in diameter. The next 6 inches lift shall contain no rocks larger than 3 inch diameter. The remaining backfill may be trench spoils. Shading is not required when 1/2-sack slurry backfill (1/2-sack of cement per cubic yard of sand or ABC) is utilized.
11. The APS Inspector shall approve trench depth changes due to obstructions encountered while digging.
12. See T&D Construction Standards and trench details on the construction sketch, for minimum horizontal and vertical separations to other utilities at crossings or in Joint Use trench situations.

13. Crossings require a minimum of 12 inches vertical clearance between APS facilities and other utilities, including water and sewer taps. Exceptions: 1) If crossing is with a gas service line, this separation may be reduced to 6 inches if the gas service line is sleeved in a rigid pipe. The sleeve shall extend 12 inches beyond APS conduits, measured perpendicular from the sidewall of the nearest electric conduit/cable. 2) A 2 inch vertical crossing separation (above or below) is allowed between APS and communications at equipment locations.

14. If APS facilities are joint trench with natural gas facilities, natural gas lines shall be installed with a minimum of 12 inches vertical separation, outside wall to outside wall, above all APS conduits. In addition, natural gas lines shall maintain a minimum 12 inches horizontal separation from the outside edge of all APS equipment pads to the outside wall of the gas lines.

15. The conduit system shall be proven after backfill is completed. An APS provided pull line shall be installed by the Applicant (except in service stubs.) All empty conduit ends shall be plugged at equipment locations. APS shall provide and the Applicant shall install expandable plugs at all equipment locations. Future conduit stub-outs shall be capped and a locate marker installed. Tape is not an acceptable substitute for caps or plugs.

16. Applicant shall excavate by hand within two (2) feet of existing energized APS equipment. Contact the APS Inspector prior to digging within ten (10) feet of a pole or five (5) feet of a down guy rod unless the excavation is two (2) feet or less in depth or specified on the Work Order drawings. All trench spoils shall be placed a minimum of two (2) feet from the trench wall.



ESTIMATE
(NOT AN INVOICE)

Quote: AR0320002576
Rec Type: 81
Estimate Date: 09/05/2023

DO NOT SEND PAYMENT

Customer No: 104258
Estimated Due Date: 10/05/2023
Payment Terms: Due30Days

Quote To:
CITY OF SAN LUIS
PO BOX 7740
SAN LUIS AZ 85349
United States

AMOUNT ESTIMATED: 51,055.48 USD

Do not remit with estimate

Please do not send payment from estimate

Quote: AR0320002576
Rec Type: 81
Estimate Date: 09/05/2023

For billing questions, please call: Customer Service Representative at

Original

Note: WA615622 SAN LUIS EAST COMMUNITY PARK (REFUNDABLE ADVANCE) 4005 E COUNTY 24TH ST. ANY
QUESTIONS PLEASE CALL CPR SOCORRO HOOKER 928 336 9887. I APPRECIATE THE OPPORTUNITY TO ASSIST YOU.

Description	Period Covering	Customer Reference	Qty	Amount	Net Amount
NON-TAXABLE ITEM(S)					
Refundable Advance					51,055.48
Subtotal:					51,055.48
PreTax Total:					51,055.48
Amount Estimated:					\$51,055.48

Please provide invoice numbers with all remittance. An 18% per annum finance charge may be applied to outstanding invoices unless prior contractual agreements are in effect.

(SOC) Schedule of Charges (Eligible for Refund)						\$ 49,145.30
Qty	Description of Material / Svc.	UOI	AUC	Extended AUC	Sub Total	Total
UG Single Phase Primary						
	UG Single Phase Conductor	Ct Ft	\$ 6.12	\$ -	\$ -	
	Single Phase Pull Box	Each	\$ 920.00	\$ -		
	OH / UG Transition	Each	\$ 882.69	\$ -		
	Single Phase Pad Mount Junction Cabinet	Each	\$ 4,242.00	\$ -		
UG Single Phase Transformer						
	25kVA (200Amp)	Each	\$ 4,099.00	\$ -	\$ -	
	50kVA (200Amp)	Each	\$ 4,526.00	\$ -		
	50kVA (400Amp)	Each	\$ 4,526.00	\$ -		
	75kVA (600Amp)	Each	\$ 5,164.00	\$ -		
	100kVA (800Amp)	Each	\$ 5,961.79	\$ -		
UG Single Phase Secondary						
	OH / UG Secondary Transition	Each	\$ 1,397.00	\$ -	\$ -	
	J-Box	Each	\$ 131.00	\$ -		
UG Single Phase Service						
	200Amp Service Wire (25kVA)	Linear Ft	\$ 5.19	\$ -	\$ -	
	200Amp Service Wire (50kVA)	Linear Ft	\$ 6.82	\$ -		
	400Amp Service Wire (50kVA)	Linear Ft	\$ 6.82	\$ -		
	600Amp Service Wire (75kVA)	Linear Ft	\$ 13.79	\$ -		
	800Amp Service Wire (100kVA)	Linear Ft	\$ 15.71	\$ -		
UG Three Phase Feeder						
	Pad Mount Switch Gear	Each	\$ 21,964.20	\$ -	\$ -	
3-750						
	UG Conductor (3-750)	Ct Ft	\$ 28.25	\$ -		
	Pull Box (3-750)	Each	\$ 4,471.89	\$ -		
	Manhole (3-750)	Each	\$ 14,391.48	\$ -		
	OH / UG Transition (3-750)	Each	\$ 7,079.22	\$ -		
6-750						
	UG Conductor (6-750)	Ct Ft	\$ 55.72	\$ -		
	Pull Box (6-750)	Each	\$ 7,898.01	\$ -		
	Manhole (6-750)	Each	\$ 20,077.17	\$ -		
	OH / UG Transition (6-750)	Each	\$ 8,549.34	\$ -		
3-1100						
	UG Conductor (3-1100)	Ct Ft	\$ 32.28	\$ -		
	Pull Box (3-1100)	Each	\$ 4,471.89	\$ -		
	Manhole (3-1100)	Each	\$ 14,391.48	\$ -		
	OH / UG Transition (3-1100)	Each	\$ 7,128.92	\$ -		
6-1100						
	UG Conductor (6-1100)	Ct Ft	\$ 63.80	\$ -		
	Pull Box (6-1100)	Each	\$ 7,898.01	\$ -		
	Manhole (6-1100)	Each	\$ 20,077.17	\$ -		
	OH / UG Transition (6-1100)	Each	\$ 8,648.73	\$ -		
UG Three Phase Primary						
	Pad Mount Switch Gear	Each	\$ 21,964.20	\$ -	\$ 35,085.39	
3-1/0T						
1756	UG Three Phase Conductor (3-1/0T)	Ct Ft	\$ 18.20	\$ 31,952.70		
	Three Phase Pull Box (3-1/0T)	Each	\$ 1,676.49	\$ -		
1	Three Phase OH / UG Transition (3-1/0T)	Each	\$ 3,132.69	\$ 3,132.69		
3-4/0T						
	UG Three Phase Conductor (3-4/0T)	Ct Ft	\$ 22.41	\$ -		
	Three Phase Pull Box (3-4/0T)	Each	\$ 1,676.49	\$ -		
	Three Phase OH / UG Transition (3-4/0T)	Each	\$ 3,258.61	\$ -		

UG Three Phase Transformer					
120 / 208 Volt					\$ 11,050.76
	112.5kVA (200Amp) (120/208 Volts)	Each	\$ 7,555.34	\$ -	
	112.5kVA (400Amp) (120/208 Volts)	Each	\$ 7,555.34	\$ -	
	150kVA (600Amp) (120/208 Volts)	Each	\$ 12,726.44	\$ -	
	225kVA (800Amp) (120/208 Volts)	Each	\$ 14,258.64	\$ -	
	225kVA (1000Amp) (120/208 Volts)	Each	\$ 14,258.64	\$ -	
	300kVA (1200Amp) (120/208 Volts)	Each	\$ 15,603.18	\$ -	
	500kVA (1600Amp) (120/208 Volts)	Each	\$ 20,538.25	\$ -	
	500kVA (2000Amp) (120/208 Volts)	Each	\$ 20,544.23	\$ -	
	750kVA (2500Amp) (120/208 Volts)	Each	\$ 28,625.63	\$ -	
	750kVA (3000Amp) (120/208 Volts)	Each	\$ 28,637.59	\$ -	
	1000kVA (3000Amp) (120/208 Volts)	Each	\$ 33,842.62	\$ -	
277 / 480 Volt					
	112.5kVA (200Amp) (277/480 Volts)	Each	\$ 11,295.98	\$ -	
	150kVA (400Amp) (277/480 Volts)	Each	\$ 12,365.13	\$ -	
	225kVA (400Amp) (277/480 Volts)	Each	\$ 13,518.09	\$ -	
	300kVA (600Amp) (277/480 Volts)	Each	\$ 15,382.75	\$ -	
1	500kVA (800Amp) (277/480 Volts)	Each	\$ 11,050.76	\$ 11,050.76	
	500kVA (1000Amp) (277/480 Volts)	Each	\$ 11,050.76	\$ -	
	750kVA (1200Amp) (277/480 Volts)	Each	\$ 22,242.90	\$ -	
	1000kVA (1600Amp) (277/480 Volts)	Each	\$ 25,957.10	\$ -	
	1000kVA (2000Amp) (277/480 Volts)	Each	\$ 25,963.08	\$ -	
	1500kVA (2500Amp) (277/480 Volts)	Each	\$ 38,006.54	\$ -	
	1500kVA (3000Amp) (277/480 Volts)	Each	\$ 38,018.51	\$ -	
	2000kVA (3000Amp) (277/480 Volts)	Each	\$ 46,243.59	\$ -	
UG Three Phase Secondary					
	OH / UG Secondary Transition	Each	\$ 882.69	\$ -	\$ -
UG Three Phase Service					
120 / 208 Volt					\$ 3,009.14
	200Amp Service Wire (112.5kVA)	Linear Ft	\$ 7.51	\$ -	
	400Amp Service Wire (112.5kVA)	Linear Ft	\$ 13.71	\$ -	
	600Amp Service Wire (150kVA)	Linear Ft	\$ 19.81	\$ -	
	800Amp Service Wire (225kVA)	Linear Ft	\$ 39.59	\$ -	
	1000Amp Service Wire (225kVA)	Linear Ft	\$ 39.59	\$ -	
	1200Amp Service Wire (300kVA)	Linear Ft	\$ 39.59	\$ -	
	1600Amp Service Wire (500kVA)	Linear Ft	\$ 79.04	\$ -	
	2000Amp Service Wire (500kVA)	Linear Ft	\$ 79.04	\$ -	
	2500Amp Service Wire (750kVA)	Linear Ft	\$ 138.35	\$ -	
	3000Amp Service Wire (750kVA)	Linear Ft	\$ 138.35	\$ -	
	3000Amp Service Wire (1000kVA)	Linear Ft	\$ 177.80	\$ -	
277/480 Volt					
	200Amp Service Wire (112.5kVA)	Linear Ft	\$ 7.51	\$ -	
	400Amp Service Wire (150kVA)	Linear Ft	\$ 13.71	\$ -	
	400Amp Service Wire (225kVA)	Linear Ft	\$ 13.71	\$ -	
	600Amp Service Wire (300kVA)	Linear Ft	\$ 23.08	\$ -	
76	800Amp Service Wire (500kVA)	Linear Ft	\$ 39.59	\$ 3,009.14	
	1000Amp Service Wire (500kVA)	Linear Ft	\$ 39.59	\$ -	
	1200Amp Service Wire (750kVA)	Linear Ft	\$ 59.27	\$ -	
	1600Amp Service Wire (1000kVA)	Linear Ft	\$ 79.04	\$ -	
	2000Amp Service Wire (1000kVA)	Linear Ft	\$ 79.04	\$ -	
	2500Amp Service Wire (1500kVA)	Linear Ft	\$ 118.60	\$ -	
	3000Amp Service Wire (1500kVA)	Linear Ft	\$ 118.60	\$ -	
	3000Amp Service Wire (2000kVA)	Linear Ft	\$ 177.80	\$ -	

OH Single Phase Primary					
OH Single Phase Primary	Ct Ft	\$ 18.74	\$ -	\$ -	
OH Single Phase Pole Intersect	Ct Ft	\$ 10,430.00	\$ -		
OH Single Phase Transformer					
25kVA (200Amp)	Each	\$ 3,475.24	\$ -	\$ -	
50kVA (200Amp)	Each	\$ 4,004.28	\$ -		
50kVA (400Amp)	Each	\$ 4,004.28	\$ -		
75kVA (600Amp)	Each	\$ 4,944.64	\$ -		
100kVA (800Amp)	Each	\$ 6,009.95	\$ -		
OH Single Phase Secondary					
OH Secondary Pole	Each	\$ 2,607.21	\$ -	\$ -	
OH Single Phase Service					
200Amp Service Wire (25kVA)	Linear Ft	\$ 5.93	\$ -	\$ -	
200Amp Service Wire (50kVA)	Linear Ft	\$ 7.88	\$ -		
400Amp Service Wire (50kVA)	Linear Ft	\$ 7.88	\$ -		
600Amp Service Wire (75kVA)	Linear Ft	\$ 13.22	\$ -		
800Amp Service Wire (100kVA)	Linear Ft	\$ 18.57	\$ -		
OH Three Phase Feeder					
OH Three Phase Feeder	Ct Ft	\$ 32.74	\$ -	\$ -	
OH Three Phase Feeder Pole Intersect	Ct Ft	\$ 11,351.60	\$ -		
OH Three Phase Primary					
OH Three Phase Primary	Ct Ft	\$ 24.38	\$ -	\$ -	
OH Three Phase Primary Pole Intersect	Ct Ft	\$ 11,351.60	\$ -		
OH Three Phase Transformer					
120 / 208 Volt				\$ -	
3-25kVA (200Amp) (120/208 Volts)	Each	\$ 8,773.56	\$ -		
3-50kVA (200Amp) (120/208 Volts)	Each	\$ 10,360.67	\$ -		
3-50kVA (400Amp) (120/208 Volts)	Each	\$ 10,360.67	\$ -		
3-50kVA (600Amp) (120/208 Volts)	Each	\$ 10,360.67	\$ -		
3-75kVA (800/1000Amp) (120/208 Volts)	Each	\$ 13,165.54	\$ -		
277 / 480 Volt					
3-50kVA (200Amp) (277/480 Volts)	Each	\$ 12,238.60	\$ -		
3-75kVA (400Amp) (277/480 Volts)	Each	\$ 14,422.74	\$ -		
3-100kVA (600Amp) (277/480 Volts)	Each	\$ 16,454.00	\$ -		
3-167kVA (600Amp) (277/480 Volts)	Each	\$ 18,908.36	\$ -		
OH Three Phase Service					
120 / 208 Volt				\$ -	
200Amp Service Wire (3-25kVA)	Linear Ft	\$ 6.21	\$ -		
200Amp Service Wire (3-50kVA)	Linear Ft	\$ 6.21	\$ -		
400Amp Service Wire (3-50kVA)	Linear Ft	\$ 8.40	\$ -		
600Amp Service Wire (3-50kVA)	Linear Ft	\$ 11.33	\$ -		
800/1000Amp Service Wire (3-75kVA)	Linear Ft	\$ 22.82	\$ -		
277 / 480 Volt					
200Amp Service Wire (3-50kVA)	Linear Ft	\$ 6.21	\$ -		
400Amp Service Wire (3-75kVA)	Linear Ft	\$ 8.40	\$ -		
600Amp Service Wire (3-100kVA)	Linear Ft	\$ 11.33	\$ -		
600Amp Service Wire (3-167kVA)	Linear Ft	\$ 22.82	\$ -		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 09/13/2023

Department Head: Jose L. Cisneros, Acting Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of (3) John Deere Tractors with Mulch Kit attachment and (1) John Deere Tractor with Backhoe attachment for the Parks Grounds Division. **(Jose Luis Cisneros, Acting Director of Parks and Recreation)**

SUMMARY:

The Parks Ground Department was approved a total budget of \$118,944.81 for the purchase of equipment for Fiscal Year 2023-2024. Staff began planning for this fiscal year at the beginning of the year and presented two (2) equipment purchases for tractors. The first purchase that was presented was for four (4) 4WD sub-compact tractors for the price of \$71,966.56. The second purchase that was presented was for four (4) John Deere Z920M ZTrak Tractors for the price of \$46,978.25. The equipment purchase was approved for this Fiscal Year presenting the Parks Grounds Department with a budget of \$118,944.81 for the purchase of eight (8) tractors.

As the Fiscal Year began, staff started evaluating their Department equipment to begin the purchasing process. At the moment, the Parks Grounds Department only has one tractor that has a backhoe attachment. Due to wear and tear, the tractor and backhoe attachment has been receiving maintenance and repairs in order to continue functioning. Per staff, the repairs are becoming more and more expensive due to equipment being worn out. Staff also reviewed other equipment that they had to make sure their Department needs were met. After carefully evaluating their equipment inventory, staff came to the conclusion that the purchase of eight (8) tractors had to be modified. Staff believes the purchase has to be modified to be able to purchase a tractor with backhoe attachment, since the equipment that they currently have is extremely worn out and the maintenance is becoming more and more expensive. Staff reached out to John Deere, who hold a State Contract, and requested quotes for the purchase equipment.

Staff received two quotes, one for three (3) John Deere Z994R Diesel Tractors with Mulch Kit attachments and one (1) John Deere 3025E Compact Utility Tractor with a John Deere 370B Backhoe attachment. Staff had originally requested a quote for the John Deere Z920M ZTrak model, but were advised that this model is currently out of stock and that they would be ordering them in September. The vendor advised that an estimated date of arrival was not yet available, so they were unsure by when the tractors would arrive. They advised that they had another model available, the John Deere Z994R Diesel Commercial ZTrak, which has a currently estimated time of arrival of 3 - 5 months from when the Purchase Order was received. The second quote received for the John Deere 3025E Compact Utility Tractor with the John Deere 370B Backhoe attachment was requested instead of the four (4) 4WD sub-compact tractors that were approved for this fiscal year. Staff believe that at the moment, a new tractor with a backhoe attachment is greatly needed since the existing equipment is not working well. The quote for the three (3) John Deere Z994R Diesel Tractors with Mulch Kit attachments

is for a total amount due of \$59,609.03 and the quote for the one (1) John Deere 3025E Compact Utility Tractor with John Deere 370B Backhoe attachment is for a total amount due of \$37,989.72; Both quotes come to the grand total of \$97,598.75. This expense is under budget from the original budget requested of \$118,944.81.

The Parks Grounds Department has purchased equipment from John Deere in the past and have been very content with the equipment received. Staff would like to present the John Deere quotes to City Council for approval in the amount of \$97,598.75 utilizing cooperative agreement contract #: 031121-DAC under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF 3 JOHN DEERE DIESEL TRACTORS WITH MULCH KIT ATTACHMENTS AND 1 JOHN DEERE COMPACT UTILITY TRACTOR WITH BACKHOE IN THE AMOUNT OF \$97,598.75 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$97,598.75
BUDGETED AMOUNT:	\$118,944.81
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY - EQUIPMENT - 100-999-90000 / \$118,944.81

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

Staff would like to modify the purchases that were approved for fiscal year 2024. As mentioned in the agenda summary, for Fiscal Year 2024 staff were approved the purchase of (4) 4WD Sub-Compact Tractors for a total of \$71,966.56 and the purchase of (4) John Deere Z920M Trak Tractors for a total of \$46,978.25. Both of these purchases gave a combined approved budget of \$118,844.81. After evaluating their equipment inventory, staff have decided that instead of purchasing 8 tractors, they would prefer to purchase (3) John Deere Z994R Diesel Commercial ZTrak tractors & (1) John Deere 3025E Compact Utility Tractor with a John Deere 370B Backhoe. Staff has received quotes from John Deere for this equipment. Quote #: 29563178 is for the purchase of (3) John Deere Z994R Diesel Commercial ZTrack tractors with Mulch Kit attachments for the total of \$59,609.03. Quote #: 29534641 is for the purchase of (1) John Deere 3025E Compact Utility Tractor and a John Deere 370B Backhoe attachment for the amount of \$37,989.72. The quotes being presented today under cooperative agreement contract #031121-DAC have a combined total of \$97,598.75, which is under budget by \$21,346.06. Staff believe this equipment will greatly benefit the everyday duties of their Department, and they would like to take advantage of the equipment pricing and availability. The FY 2024 Adopted Budget CIP Tractors Parks are funded in the General Fund Non-Departmental Account 100-999-90000, and will cover the CIP changes presented in this agenda item.

Attachments

John Deere Quote - Z994R Diesel ZTrack Tractors
John Deere Quote - Tractor & Backhoe Attachment
John Deere Co-Op Agreement - Contract #: 031121-DAC (pt. 1)
John Deere Co-Op Agreement - Contract #: 031121-DAC (pt. 2)



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 RDO Construction Eq Co SW
 3050 East Highway 95
 Yuma, AZ 85366
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Construction Eq Co SW
 3050 East Highway 95
 Yuma, AZ 85366
 928-341-7100
 SLMiller@rdoequipment.com

Quote Summary

Prepared For:
 CITY OF SAN LUIS
 PO BOX 7740
 SAN LUIS, AZ 85349
 Business: 928-341-8553
 msabori@cityofsanluis.org

Delivering Dealer:
RDO Construction Eq Co SW
 Stefanie Miller
 3050 East Highway 95
 Yuma, AZ 85366
 Phone: 928-341-7100
 smiller@rdoequipment.com

Sourcewell Acct # 62718
 * Current ETA 3-5 months from date RDO Equipment Co. confirms receipt of agency PO or LOI. ETA can be subject to change without notice

Quote ID: 29563178
Created On: 06 September 2023
Last Modified On: 06 September 2023
Expiration Date: 06 October 2023

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE Z994R Diesel Commercial ZTrak	\$ 17,886.96	3	=	\$ 53,660.88
Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 23)				
Price Effective Date: September 5, 2023				
Equipment Total				\$ 53,660.88

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 53,660.88
Trade In	
SubTotal	\$ 53,660.88
Sales Tax - (10.712%)	\$ 5,748.15
Sourcewell Delivery Fee	\$ 200.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 59,609.03
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,609.03

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29563178 Customer Name: CITY OF SAN LUIS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
RDO Construction Eq Co SW
3050 East Highway 95
Yuma, AZ 85366
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
RDO Construction Eq Co SW
3050 East Highway 95
Yuma, AZ 85366
928-341-7100
SLMiller@rdoequipment.com

JOHN DEERE Z994R Diesel Commercial ZTrak

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT Selling Price *
CG 23) \$ 17,886.96

Price Effective Date: September 5, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	3	\$ 21,839.00	23.00	\$ 5,022.97	\$ 16,816.03	\$ 50,448.09
Standard Options - Per Unit							
001A	United States and Canada	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	3	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 2,885.19
1504	60 In. 7-IRON PRO™ Side Discharge Mower Deck	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,249.00		\$ 287.27	\$ 961.73	\$ 2,885.19
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	3	\$ 447.47	23.00	\$ 102.92	\$ 344.55	\$ 1,033.65
Dealer Attachments Total			\$ 447.47		\$ 102.92	\$ 344.55	\$ 1,033.65
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Multi-unit Discount		3			\$ 235.35	\$ -235.35	\$ -706.05
Additional Discount Total					\$ 235.35	\$ -235.35	\$ -706.05
Total Selling Price			\$ 23,535.47		\$ 5,648.51	\$ 17,886.96	\$ 53,660.88

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 RDO Construction Eq Co SW
 3050 East Highway 95
 Yuma, AZ 85366
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 RDO Construction Eq Co SW
 3050 East Highway 95
 Yuma, AZ 85366
 928-341-7100
 SLMiller@rdoequipment.com

Quote Summary
Prepared For:

 CITY OF SAN LUIS
 PO BOX 7740
 SAN LUIS, AZ 85349
 Business: 928-341-8553
 msabori@cityofsanluis.org

Delivering Dealer:
RDO Construction Eq Co SW
 Stefanie Miller
 3050 East Highway 95
 Yuma, AZ 85366
 Phone: 928-341-7100
 slmiller@rdoequipment.com

 Sourcewell ID# 62718
 * No Current ETA Available

Quote ID: 29534641
Created On: 31 August 2023
Last Modified On: 31 August 2023
Expiration Date: 30 September 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3025E Compact Utility Tractor Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 23) Price Effective Date: August 30, 2023	\$ 24,899.36 X	1 =	\$ 24,899.36
JOHN DEERE 370B Backhoe Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 23) Price Effective Date: August 30, 2023	\$ 9,252.06 X	1 =	\$ 9,252.06
Equipment Total			\$ 34,151.42

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 34,151.42
Trade In	
SubTotal	\$ 34,151.42
Sales Tax - (10.712%)	\$ 3,658.30
Sourcewell Delivery Fee	\$ 180.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 37,989.72
Down Payment	(0.00)

* Balance Due Continues Onto Page 2

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29534641 **Customer Name:** CITY OF SAN LUIS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 RDO Construction Eq Co SW
 3050 East Highway 95
 Yuma, AZ 85366
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 RDO Construction Eq Co SW
 3050 East Highway 95
 Yuma, AZ 85366
 928-341-7100
 SLMiller@rdoequipment.com

JOHN DEERE 3025E Compact Utility Tractor

Hours:
Stock Number:
Contract: Sourcewell Grounds Maint 031121-DAC (PG BT
 CG 23)

Selling Price *
\$ 24,899.36
Price Effective Date: August 30, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1357LV	3025E Compact Utility Tractor	1	\$ 22,790.00	18.00	\$ 4,102.20	\$ 18,687.80	\$ 18,687.80
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1701	Factory Installed Loader with Bucket	1	\$ 6,828.00	18.00	\$ 1,229.04	\$ 5,598.96	\$ 5,598.96
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4110	Draft Links - Flat Bar (Standard)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5210	15-19.5 6PR R4 Industrial	1	\$ 186.00	18.00	\$ 33.48	\$ 152.52	\$ 152.52
6210	25x8.50-14 6PR R4 Industrial	1	\$ 73.00	18.00	\$ 13.14	\$ 59.86	\$ 59.86
Standard Options Total			\$ 7,087.00		\$ 1,275.66	\$ 5,811.34	\$ 5,811.34
Dealer Attachments/Non-Contract/Open Market							
BXX10820	Power Beyond Kit	1	\$ 488.07	18.00	\$ 87.85	\$ 400.22	\$ 400.22
Dealer Attachments Total			\$ 488.07		\$ 87.85	\$ 400.22	\$ 400.22
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 30,365.07		\$ 5,465.71	\$ 24,899.36	\$ 24,899.36

JOHN DEERE 370B Backhoe



Selling Equipment

Quote Id: 29534641 Customer Name: CITY OF SAN LUIS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

RDO Construction Eq Co SW
3050 East Highway 95
Yuma, AZ 85366
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Construction Eq Co SW
3050 East Highway 95
Yuma, AZ 85366
928-341-7100
SLMiller@rdoequipment.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT
CG 23)

\$ 9,252.06

Price Effective Date: August 30, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6202LV	370B Backhoe	1	\$ 11,201.00	18.00	\$ 2,016.18	\$ 9,184.82	\$ 9,184.82
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Subframe Mounting	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3012	12 In. Bucket	1	\$ 82.00	18.00	\$ 14.76	\$ 67.24	\$ 67.24
Standard Options Total			\$ 82.00		\$ 14.76	\$ 67.24	\$ 67.24
Total Selling Price			\$ 11,283.00		\$ 2,030.94	\$ 9,252.06	\$ 9,252.06

PRICE SCHEDULE: Sourcewell RFP # 031121

Price Page Tabs	Product Descriptions	Discounts off MSRP
TURF EQUIPMENT		
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%
L25	Lawn Tractors (S100s, S240s only) & Equipment	4%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
C40	Mid Duty Crossover Utility Vehicles & Equipment	14%
C41	High-Performance Utility Vehicles & Equipment	14%
C42	Gator Utility Vehicles & Equipment	17%
C47	HPX Utility Vehicles & Equipment	14%
C48	Implements for Utility Vehicles	14%
GOLF EQUIPMENT		
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Golf Fleet Management	13%
FRONTIER PRODUCTS		
Frontier	Cotton	18%
Frontier	Cutting & Mowing	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting & Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%
Frontier	Tillage	18%

Discounts listed are off John Deere's list price (MSRP). List price can be found on www.deere.com by utilizing "Build Your Own" and building the desired machine.

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Note: For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.

Note: John Deere dealers have the option to charge \$4.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.

Note: Agencies may utilize www.deere.com to obtain the most current information regarding John Deere dealership locations. Select "Find A Dealer" at the top of the page to locate the nearest dealer.

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Deere & Company

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:22 PM CDT

DocuSigned by:
Andrew Roman
C44230CF47A24D5...
By: _____
Andrew Roman
Title: Contract Administrator
Date: 4/30/2021 | 11:29 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 4/30/2021 | 11:30 AM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday February 03, 2021 15:51:18
Submitted On: Wednesday March 10, 2021 08:15:55
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: 15a28f33-864b-4511-9a93-ee50d039fe70
Submitter's IP Address: 165.225.9.87

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company
2	Proposer Address:	2000 John Deere Run Cary, NC 27513
3	Proposer website address:	www.johndeere.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bethany Schneider 10789 South Ridgeview Road, Olathe, KS 66061 SchneiderBethanyM@JohnDeere.com 515-802-4941

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith shop. Today it has grown into a corporation that does business around the world and employs over 56,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture, construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the US and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918 and manufacturing of lawn equipment since 1963.
8	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcwell members.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2020 Annual Report that has been uploaded as part of our proposal.
10	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
11	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer. b. John Deere has a nationwide dealer network. The dealer network are independently owned and operated businesses. John Deere partners with these independently owned John Deere dealers that will deliver and service the products being offered in the RFP.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of grounds maintenance equipment) in the United States.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor</p> <p>2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100</p> <p>2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers</p> <p>2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers</p> <p>2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
18	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds over 115 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined.</p> <p>The sales volumes over the past three years are as follows: 2020 - \$320.0M 2019 - \$326.3M 2018 - \$305.5M</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S</p> <p>The total sales volume for the GSA contracts over the past three years are as follows: 2020 - \$15.2M 2019 - \$21.0M 2018 - \$15.3M</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Broward County Public Schools	Edgar Lugo	754-321-0508	*
Loudoun County Virginia	Gerald Landayan	703-771-5956	*
Osceola County Florida	Paul Callaway	407-742-0932	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	John Leverett	501-683-2222	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 13.2M FY19 = 11.5M FY18 = 10.4M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 5.4M FY19 = 8.1M FY18 = 8.6M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 10.3M FY19 = 12.8M FY18 = 20.7M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment.	Varies	FY20 = 8.0M FY19 = 11.5M FY18 = 10.3M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 9.1M FY19 = 9.2M FY18 = 9.8M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 5 Government Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining Government Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government account managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government account managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Grounds Maintenance Equipment Contract, the government account managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
24	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
25	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>John Deere will serve Sourcewell member agencies in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows:</p> <ol style="list-style-type: none"> 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order. 	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Account Managers, by helping the Account Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market it in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcwell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.
37	Describe any technological advances that your proposed products or services offer.	<p>Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers.</p> <ol style="list-style-type: none"> 1. Available in a 60- or 72-inch cutting widths, 2. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. 3. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased. 4. The unique design also helps minimize the amount of debris blown onto the operator. 5. Allows operators to mow closely around fixed objects with either side of the deck. <p>Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award</p> <ol style="list-style-type: none"> 1. Quik-Knect System Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. 2. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. 3. Developed to help increase operator ease and enhance productivity. 4. Operators slide the tractor and implement connectors together until they click into place. <p>Commercial Walk Behind Mowers Recognized with 2020 AE50 Award</p> <ol style="list-style-type: none"> 1. AE50 awards highlight the most innovative designs in product engineering. 2. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. 3. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: <ol style="list-style-type: none"> 1. Reduce environment impact including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards. <ol style="list-style-type: none"> 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere)
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: <ol style="list-style-type: none"> 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought.
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.
47	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.
48	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.
55	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include:</p> <p>Residential Zero-Turn Radius Mowers & Equipment Lawn Tractors & Equipment Garden Tractors & Equipment Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers & Equipment Commercial Zero-Turn Radius Mowers & Equipment Commercial Front Mowers & Equipment Commercial Wide Area Mowers & Equipment Compact Utility Tractors & Equipment Equipment for Commercial Mowing Products Equipment for Compact Utility Tractors Mid-Size Utility Vehicles & Equipment Full-Size Utility Vehicles & Equipment Traditional Utility Vehicles & Equipment HPX Utility Vehicles & Equipment Implements for Utility Vehicles TerrainCut Mowers & Equipment Special Application Vehicles & Equipment Aercore & Equipment Debris Maintenance & Equipment Frontier Implements and Attachments</p> <p>Our independent dealer network will provide aftermarket services upon request.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>List of subcategory products John Deere will offer within this RFP include:</p> <p>Material Handling Attachments (Loaders, Backhoes, Mower Decks, Rotary Tillers, Snow Blowers) Frontier Attachments (Cotton, Cutting/Mowing, Hay & Forage, Landscape, Livestock, Material Handling, Planting & Seeding, Snow, Sprayers, Tillage)</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	See uploaded Price Schedule and Price Pages.pdf.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input type="radio"/> Yes <input checked="" type="radio"/> No	John Deere is not providing parts, service or warranty programs as part of its RFP response. However, Sourcewell members will be able to purchase parts and other service programs directly from the John Deere dealers.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2021 and beyond includes this discussion.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	John Deere relies heavily on applicable safety standards as published by the International Standards Organization (ISO), the American National Standards Institute (ANSI), the American Society of Agricultural and Biological Engineers (ASABE), European Committee for Standardization (CEN), and other organizations. Our goal is to meet or surpass the intent of these standards. As part of our design process, we ensure safety information appears in pre-delivery instructions, operator's manuals, technical manuals, and other service publications. In addition, safety instructions in the form of safety signs are affixed to the product to appropriately warn an operator of potential hazards. We also provide training resources such as videos, posters, brochures, and guides.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT
TO
CONTRACT #031121-DAC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Deere & Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 30, 2021, through April 30, 2025, (Original Agreement).

The parties wish to amend the Contract to add:

Upon a Dealer's acceptance of this Contract's Terms and Conditions, Supplier authorizes Dealers to sell directly to Participating Entities; this includes accepting Purchase Orders and Invoicing Participating Entities. In the event a Dealer does not accept this Contract's Terms and Conditions, Supplier may sell directly to Participating Entities.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 7/12/2022 | 9:09 PM CDT

Deere & Company

DocuSigned by:
Andrew Roman
By: _____
E2D8D7D6435C47C...
Andrew Roman

Title: Contract Administrator

Date: 7/12/2022 | 11:17 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/12/2022 | 9:10 PM CDT



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the engagement of engineering services and bid assistance with James Davey and Associates, Inc., for the design of a two (2) million-gallon water storage tank at Well Site #7. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

Background

The City of San Luis water system is composed of seven (7) well sites, which include the following major components: ground wells, storage tanks, booster pumps, and treatment units. At this point, the city continues to meet the water demand based on the current population. Because of the increasing population and its increases in water demand, the City of San Luis needs to make improvements to its water system to be able to maintain the level of service to its residential, commercial, and industrial customers.

Request

The Public Works Department and its Water Division are seeking approval to engage James Davey and Associates, Inc. (JDA) for engineering services in the design and bid assistance of a new two (2) million-gallon water storage tank for Well Site #7 in the amount of \$53,495.00 as authorized under City Code Section 3.05.080 - Professional Services. JDA is very knowledgeable about the City of San Luis water system and has served the city in multiple water system projects in the past.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ENGAGE JAMES DAVEY AND ASSOCIATES, INC. FOR DESIGN SERVICES AND BID ASSISTANCE ON A NEW 2 MILLION GALLON WATER STORAGE TANK IN THE AMOUNT OF \$53,495.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$53,495.00
BUDGETED AMOUNT:	\$1,500,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - Equipment 300-302-90000 / \$2,315,500.00

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

N/A

Attachments

WS #7 - New 2MG Storage Tank



Proposal for Engineering Services for:
City of San Luis
Well Site 7
- New 2 Million Gallon Water Tank -
 Prepared by: *James Davey and Associates, Inc.*

August 8, 2023

Item	Description	Project Engineer \$150/Hr	Engineering Technician \$90/Hr	Survey Crew \$175/Hr	Subconsultant Services ---	Comments
1	Meetings and Project Management	9				Includes Initial Scoping Meetings, Plan Review Meetings, Project Management
2	Topographic Survey	2		8		Survey Well Site 7.
3	Prepare Survey Base Sheets	2	12			1"=20' Scale.
4	Prepare Conceptual Design Study - Tank Sizing	9				
5	Geotechnical Investigation	4			\$15,443	Subcontracted to NEI Geotechnical. Foundation Bearing Pressures and Soil Corrosivity.
6	Prepare Water Tank Plans and Contract Documents (30%, 90% and Final Submittals)					
	Cover Sheet and General Sheets	4	16			
	Site Plan/Piping Plan	10	22			
	Grading Plan	8	16			
	Steel Tank Option - Sections and Foundation Plan	8	12			
	Steel Tank Option - Details	6	12			
	Concrete Tank Option - Sections and Foundation Plan	8	12			
	Concrete Tank Option - Details	6	12			
	General Details	6	12			
	Lighting Plan - Instrumentation/Electrical	2			\$2,800	Subcontracted to JOL Enterprises - additional site lighting, tank level instrumentation, cathodic protection power supply
7	Prepare Summaries of Quantities and Estimates of Probable Cost (60%, 95%, 100%)	10				
8	Prepare Contract Documents with Technical Specifications and Supplementary Conditions	16				Includes Specifications for both Steel and Concrete Tanks
9	Prepare Engineer's Design Report and ADEQ Permit ATC Application	16				
10	Bidding Assistance	18				Advertisement for Bids, Maintain Planholders List, Pre-Bid Conference, Prepare Addenda, Bid Opening, Bid Evaluation
	Subtotals	144	126	8	x 1.05	
		\$21,600	\$11,340	\$1,400	\$19,155	\$53,495 - Total Fee



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding budget transfer and payment ratification on the intersection improvements on County 22nd Street and Sidewinder Road. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

On May 3, 2023, the City of San Luis awarded phase one of the County 22nd Street and Sidewinder Avenue Intersection Improvements Project to DPE Construction Inc., following a formal bidding process. The Department of Public Works had an original budget of \$171,212.00 for Fiscal Year 2023 (inclusive of \$28,790.00 engineering costs) and a proposed construction schedule that would extend to Fiscal Year 2024, budgeting completion of the project in such year. Once the contractor was under contract, their project schedule was intended to complete the majority of the work during the summer and enable them to open up the roadway when school started up again. Staff was in favor of their proposed schedule to reduce the impact on the school and residential traffic, but it did create a shortfall of funding in FY2023.

The Departments of Finance and Public Works worked together and were able to find funding from Fiscal Year 2023 projects to pay for the portion of the work completed by the contractor before June 30, 2023. Staff is seeking council approval to process a budget transfer as presented on the fiscal impact of this item and to ratify the payment for the portion of the work completed in Fiscal Year 2023, as initially presented for payment in FY 2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A BUDGET TRANSFER AND RATIFY PAYMENT OF PURCHASE ORDER 2023-4230 FOR CONSTRUCTION SERVICES AT COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS PHASE 1 AS STATED IN THIS AGENDA ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$698,840.00
BUDGETED AMOUNT:	\$144,226.00
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):

The total cost for this project is \$698,840.00, we incurred \$645,138.00 through June 30, 2023, and \$52,901.31 have been carried over to FY 2024. We have budget allocated in FY 2024 to cover the pending costs of the project.

For FY 2023 we have budget available for this project \$144,226.00, hence we have a shortfall of \$500,912.00. (Costs incurred to date \$645,138.00 minus budget available \$144,226.00)

To have enough funds to cover the budget shortfall, staff is requesting council's approval to do a budget transfer to account 200-210-91000 in the amount of \$500,912.00 from Fiscal Year 2023 projects as follows:

Communication Towers - Account 100-999-90015 -	\$200,000.00
Recreation Building Expansion - Account 100-999-90015 -	\$65,000.00
Design of Municipal Court - Account 100-999-90015 -	\$15,000.00
Fleet Shop - Account 100-999-90015 -	\$200,000.00

Staff is requesting authorization to utilize available funding within the same CIP account as follows:
Avenue F Widening Design - Account 200-210-90010 - \$20,912.00

Attachments

Budget Transfer Form



City of San Luis Budget Adjustment Form

Reason for Budget Adjustment: County 22nd Street and Sidewinder Road Intersection Improvements Project – Phase 1

Account Number	Account Name	Approved /Amended Budget Fiscal 22/23	Budget to be revised (Add to)	Budget to be decreased (Taken from)	Amended Budget Total
200-210-90010	Capital Outlay – Improvement Roads		\$480,000.00		
100-999-90015	Capital Outlay – CIP Communication Towers			\$200,000.00	
100-999-90015	Capital Outlay – CIP Rec Building Expansion			\$65,000.00	
100-999-90015	Capital Outlay – CIP Municipal Court Design			\$15,000.00	
100-999-90015	Capital Outlay – CIP New Fleet Shop			\$200,000.00	
			\$480,000.00	\$480,000.00	

Department Head _____ Date 08/21/2023

City Manager _____ Date _____

Finance Department _____ Date _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 09/13/2023

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 amending professional services with Nicklaus Engineering Incorporated for the bidding assistance, construction administration, and extending the project limits of the County 22nd Street and 4th Avenue intersection project. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

SUMMARY:

On February 22, 2023, the Mayor and City Council approved accepting professional services from Nicklaus Engineering Incorporated for the design of County 22nd Street and 4th Avenue intersection improvements. The Mayor and Council approved an initial amount of \$44,797.00 for this project. Public Works did not include bidding assistance and construction administration. Since then, the scope of the project has also changed, extending the project limits.

Public Works is now requesting the Mayor and City Council approval for an additional \$44,242.00 to add bidding assistance/construction administration (\$28,302.00) and extend the project limits (\$15,940.00). This purchase falls under the provisions of City Code 3.05.080 Professional Services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT THE AMENDED PROFESSIONAL SERVICES PROPOSALS FROM NICKLAUS ENGINEERING INCORPORATED, ADDING BIDDING ASSISTANCE, CONSTRUCTION ADMINISTRATION, AND EXTENDING THE PROJECT LIMITS OF THE COUNTY 22ND STREET AND 4TH AVENUE INTERSECTION IMPROVEMENT DESIGN IN THE AMOUNT OF \$44,242.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City and State

TOTAL: \$44,242.00

BUDGETED AMOUNT: \$44,242.00

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 \$600,000 for this project in FY 2024. The project is funded \$450,000 from HURF Fund, and \$150,000 from ARPA funds. For FY 2024 we have not spent down for this project; we have \$600,000 available to cover this expense.

- Change order No. 1 extending the project limits: **\$15,940.00** (see attached proposal)
- Construction administration and bidding assistance: **\$28,302.00** (see attached proposal)
- Both proposals combined add up to \$44,242.00.

Attachments

Construction Administration and Bidding Assistance Co. 22nd St. & 4th Avenue Intersection
Change order #1 Co. 22nd St. & 4th Avenue Intersection

August 21, 2023

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

Attention: Manuel Hernandez, Acting Assistant Director of Public Works
Reference: County 22nd Street & 4th Avenue Traffic Signal Implementation
Construction Administration and Bidding Assistance.

Dear Mr. Hernandez,

Please find attached our proposal for Construction Administration Support and Bidding Assistance for the above-referenced project as requested. The attached proposal is based on your email sent on Friday, August 8, 2023. We understand our scope of work to be as follows:

1. Limited, periodic onsite inspection for no more than 30 working days (6 weeks).
2. 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.
3. 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.
4. Review of payment applications, change orders (assumed no more than 2), RFI's (assumed no more than 3), and submittals.
5. Pre-final and final inspections. Development of a pre-final inspection punch list.
6. Post-construction services will include a redlined set of construction plans for the creation of As-Built plans by Nicklaus Engineering.

We propose that these services be provided for a fee of **\$28,302.00**. See exhibit "A" for more information.

If you have any questions regarding this proposal, please feel free to give me a call at (928) 344-8374.

Best regards,
Nicklaus Engineering, Inc.



Roman Vega, P.E.
Senior Engineer

Exhibit 'A'

COUNTY 22ND STREET & 4TH AVENUE INTERSECTION IMPROVEMENTS City of San Luis, Arizona Construction Administration and Bidding assistance Fee Estimate					
	Description of Work	Professional Engineer	On-site Construction Inspector	CAD Technician	TOTAL
A	PRE-CONSTRUCTION SERVICES				
	Client Consultation	1			\$ 128.00
	Review of Plans & Specifications	2	4		\$ 720.00
	Pre-Construction Meeting Preparation & coordination		1		\$ 116.00
	Pre-Construction Meeting		2		\$ 232.00
	Pre-Construction Meeting Minutes				\$ -
	Estimated Hours	3	7	0	
	Rate	\$ 128.00	\$ 116.00	\$ 82.00	
	Amount	\$ 384.00	\$ 812.00	\$ -	\$ 1,196.00
	SUBTOTAL				\$ 1,196.00
B	BIDDING ASSISTANCE				
	Pre-bidding	2		4	\$ 584.00
	Review RFI's	2		4	\$ 584.00
	Bidding	2			\$ 256.00
	Addendums	2		4	\$ 584.00
	Responding to Contractors	2		3	\$ 502.00
	Project Coordination	2			\$ 256.00
	Bidding meeting	2			\$ 256.00
	Estimated Hours	14	0	15	
	Rate	\$ 128.00	\$ 116.00	\$ 82.00	
	Amount	\$ 1,792.00	\$ -	\$ 1,230.00	\$ 3,022.00
	SUBTOTAL I				\$ 3,022.00
C	CONSTRUCTION ADMINISTRATION SERVICES				
	On-Site Inspection & Report		90		\$ 10,440.00
	Review Payment Applications	3	3		\$ 732.00
	Review Change Orders	4	2		\$ 744.00
	Review RFI's	6	3		\$ 1,116.00
	Review Submittals	8	4		\$ 1,488.00
	Project Coordination	18			\$ 2,304.00
	Pre-Final Inspection & Punchlist	1	3		\$ 476.00
	Final Inspection		2		\$ 232.00
	As-Builts	3	3	10	\$ 1,552.00
	Estimated Hours	43	110	10	
	Rate	\$ 128.00	\$ 116.00	\$ 82.00	
	Amount	\$ 5,504.00	\$ 12,760.00	\$ 820.00	\$ 19,084.00
	SUBTOTAL I				\$ 19,084.00
D	MATERIALS TESTING				
	Description of Work	Estimated Quantity	Rate	Unit	TOTAL
	Quality Control Materials Testing	1	\$5,000	LS	\$ 5,000.00
	SUBTOTAL I				\$ 5,000.00
SUMMARY					
A	PRE-CONSTRUCTION SERVICES				\$ 1,196.00
B	BIDDING ASSISTANCE				\$ 3,022.00
C	CONSTRUCTION ADMINISTRATION SERVICES				\$ 19,084.00
D	MATERIALS TESTING				\$ 5,000.00
TOTAL PROFESSIONAL SERVICES FEE ESTIMATE					\$ 28,302.00

1851 W. 24th St., Suite 101, Yuma, AZ 85364 • Office: (928) 344-8374 • Fax (928) 726-6994
www.neiaw.com

May 2, 2023

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

Attention: Manuel Hernandez, Acting Assistant Director of Public Works
Reference: Engineering Consulting Services Change Order No. 1 for County 22nd Street & 4th Avenue Intersection

Dear Mr. Hernandez,

Please find attached our formal proposed fee for the requested additional services as per your email sent on Tuesday, April 25, 2023.

We understand that the City of San Luis would like to extend the project limits at the south leg to the intersection of 4th Avenue and Las Brisas Blvd. to be widened to 3 lanes.

Our additional services will include the following:

Change Order No.1:

- Collection of additional topographic survey.
- Project coordination with the Yuma County Water User's Association
- Supplement road improvement and striping plans.

We propose these services be provided for a fee of **\$15,940.00**.

If you have any questions regarding this proposal, please feel free to give me a call at (928) 344-8374.

Best regards,
Nicklaus Engineering, Inc.



Roman Vega, P.E.
Senior Engineer

SCHEDULE 'A'

COUNTY 22ND STREET & 4TH AVENUE INTERSECTION IMPROVEMENTS
City of San Luis, Arizona
Change Order No.1 Fee Estimate

	Description of Work	Senior Engineer	Project Engineer	Civil Designer	CAD Technician			Expenses	TOTAL
Change Order									
I	Change Order No.1								
	Coordination & Meetings (Including YCWUA)	12	24						\$ 5,112.00
	Utility Agency Coordination		6	6	6				\$ 1,956.00
	Supplemental Topographic Survey		6	14	12			\$ 1,000.00	\$ 4,376.00
	Improvement & Striping plans	2	4	10	12			\$ 1,500.00	\$ 4,496.00
	Estimated Hours	14	40	30	30	0			
	Rate	\$ 170.00	\$ 128.00	\$ 116.00	\$ 82.00				
	Amount	\$ 2,380.00	\$ 5,120.00	\$ 3,480.00	\$ 2,460.00	\$ -	\$ -	\$ 2,500.00	\$ 15,940.00
SUBTOTAL I									\$ 15,940.00
SUMMARY									
I	Change Order No.1								\$ 15,940.00
TOTAL PROFESSIONAL SERVICES FEE ESTIMATE									\$ 15,940.00

Notes:

1. This estimate does not include a Traffic Control Plan.
2. Plan Review and Permit fees are not included.
3. Material Testing and Construction Staking during construction is not included in this proposal.
4. Proposal does not included offsite improvements.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. G.

Meeting Date: 09/13/2023

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 installation of 37 streetlights at County 24th Street roadway. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

SUMMARY:

Public Works is seeking approval to install 37 streetlights along the County 24th Street roadway. APS has provided a quote to install the 37, 160-watt, streetlights on 38-foot tall steel poles along County 24th Street and the southern end of 10th Avenue. APS has provided an advanced invoice in the amount of \$97,121.95 to complete this project. Streetlights will improve visibility, reduce the risk of accidents, and enhance overall safety. Due to the urgent need for this project, and to avoid delays, the work toward this project has started.

Public Works is seeking the Mayor and City Council approval to process a budget transfer as presented on the fiscal impact of this item and to approve the agreement and purchase for this street lighting project in the amount of \$97,121.95. This purchase falls under City Code 3.05.020 - Exclusive Services because APS is the sole source provider.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH APS IN THE AMOUNT OF \$97,121.95 FOR THE INSTALLATION OF STREETLIGHTS ALONG CO. 24TH STREET AND THE SOUTHERN END OF 10TH AVENUE AND AUTHORIZE BUDGET TRANSFER AS REQUESTED IN THIS AGENDA ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Yes
TOTAL:	\$97,121.95
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	\$614,496
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-CIP Merrill Avenue Improvements Phase II 255-210-90015.219 \$1,102,254

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

We have budget capacity from the matching funds allocated to the CDBG Merrill Ave grant since we would not be receiving this grant this year. We are asking council authorization to make a budget transfer from account 255-210-90015.219 in the amount of \$98,000 to the HURF account 200-210-90010 to have enough capacity to proceed with the Co 24th streets project.

Attachments

APS Co. 24 Street Light Agreement

APS Invoice - AR032-2554

- Part Refundable and Part Non-Refundable
- Refundable
- Ref - LOC / Surety Bond
- Ref - Rural Municipal Development
- Non - Refundable
- Applicant Payment Not Required

APS Work Order # WA719090



**CUSTOMER CONSTRUCTION AGREEMENT
PERTAINING TO LINE EXTENSIONS, REMOVALS, RELOCATION, CONVERSION OR CONDUIT
(For the Construction of Electric Distribution Facilities)**

- Revenue
- Non - Revenue

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and City of San Luis Finance Department

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

1.1 APS shall: (Check the applicable for either A, B or C) A=Line Extensions, B=Removals, Relocates, Conversions, C=Conduit Only

- A construct electric distribution facilities as an extension of its present facilities in order to serve property
- B remove a line relocate a line convert a line
- C provide a conduit design, survey and inspection for a conduit distribution extension (conduit only project)

located at County 24th St - Ave H to Ave F-1/2, Arizona, in accordance with the attachments set forth in Section 6 to this Agreement and APS's line extension service, "Schedule 3, Revision No. 15: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS's Extension Policy and the attachments described in Section 6 are hereby incorporated in full into this Agreement.

1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows:
Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.

1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS's standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.

1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.

1.5 Applicant's "on and off" site construction required in support of APS's construction is estimated to begin on 06/09/23 and to be completed on 07/07/23. APS's construction is estimated to begin on 10/30/23 and to be completed on 11/17/23 contingent upon scheduled completion of

Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS's construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS's workload, material requirements, or other factors.

2 PAYMENT

APS will not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$97,121.95 DOLLARS, which sum equals the amount required by APS (less any pre-paid amounts) to extend service to Applicant, as authorized by the Extension Policy. Such payment shall include all charges for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's project. Such payment is due to APS upon Applicant's execution of this Agreement.

3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS' Final Inspection and Approval.

4 REFUNDS (*No Refunds for No Payment Agreement*)

4.1 If prior to the start of APS's construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

5 GENERAL PROVISIONS

5.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.

5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.

5.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.

5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.

5.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.

5.6 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within one year of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to cancel this Agreement, and Applicant shall be entitled to receive a refund of the amount paid, less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

5.7 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses. **N/A for "Conduit Only Projects"*

5.8 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.

5.9 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

6 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

- | | |
|--|--|
| <input checked="" type="checkbox"/> Design Sketches | <input checked="" type="checkbox"/> Invoice |
| <input type="checkbox"/> Applicant Charges (part-refundable and part non-refundable) | <input type="checkbox"/> Schedule of Charges (Part Refundable and Part Non-Refundable) |
| <input checked="" type="checkbox"/> Applicant Charges (Non-Refundable) | <input type="checkbox"/> Schedule of Charges (Non-Refundable) |
| <input type="checkbox"/> Applicant Charges (Single Family Homes Non-Refundable) | <input type="checkbox"/> Schedule of Charges (Single Family Homes Non-Refundable) |
| <input type="checkbox"/> Trenching Agreement – Requirements | <input type="checkbox"/> Dusk-to-Dawn Work Order |
| <input type="checkbox"/> Agreement to Construct Distribution Facilities | <input type="checkbox"/> Street Light Details |
| <input type="checkbox"/> Applicant Reimbursement Details | <input type="checkbox"/> Equipment Details |
| <input type="checkbox"/> Utility Easement | <input type="checkbox"/> Attachment A Signature Page |

7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

Signature: _____
 Name: Antonia Morales
 Title: Supervisor, Service Planning
 Date: _____

Study and Design Agreement Payment

APS Invoice #: N/A
 Amount: \$ 0.00
 Date Received: _____

Material Order Agreement Payment

APS Invoice #: N/A
 Amount: \$ 0.00
 Date Received: _____

Relocation, Conversion or Removal Agreement Payment

APS Invoice #: _____
 Amount: \$ _____
 Date Received: _____

Line Extension Agreement Payment

APS Invoice #: _____
 Amount: \$ 97,121.95
 (including taxes)
 Date Received: _____

Total Amount Paid: \$ _____
 (including taxes)

Refundable Advance Payment by Alternate Financial Instrument

APS Invoice #: _____
 Type: _____
 Financial Inst: _____
 Amount: \$ _____
 Date Received: _____

APPLICANT

Applicant's Name: City of San Luis Finance Department
 Applicant's Signature: _____
 Name (Print): _____
 Title: _____
 Date : _____

Mailing Address: PO Box 7740
San Luis, AZ, 85349
 Permanent Phone #: 928-341-8554

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

Below is for Municipality Agreements Only

ATTEST:
 Signature: _____
 Town Clerk

APPROVED AS TO FORM:
 Signature: _____
 Town Attorney



INVOICE

Invoice: AR0320002554
 Rec Type: 81
 Invoice Date: 06/23/2023

ALL CHECK PAYMENTS MUST BE SENT TO:

Arizona Public Service Company
 P.O. Box 53920 Sta 9996
 Phoenix, AZ 85072-3920
 TREASURY@apsc.com

Customer No: 104258
 Due Date: 07/23/2023
 Payment Terms: Due30Days

Bill To:
 CITY OF SAN LUIS
 PO BOX 7740
 SAN LUIS AZ 85349
 United States

AMOUNT DUE: 97,121.95 USD

Amount Remitted

Please return the top portion with your payment

Invoice: AR0320002554
 Rec Type: 81
 Invoice Date: 06/23/2023

For billing questions, please call: Customer Service Representative at

Original

Note: *INSTALL 37 ST LIGHTS--AVE H TO AVE F 1/2*

Description	Period Covering	Customer Reference	Qty	Amount	Net Amount
NON-TAXABLE ITEM(S)					
NTx Street Light - Inst/Remv					97,121.95
Subtotal:					97,121.95
PreTax Total:					97,121.95
Amount Due:					\$97,121.95

Please provide invoice numbers with all remittance. An 18% per annum finance charge may be applied to outstanding invoices unless prior contractual agreements are in effect.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. H.

Meeting Date: 09/13/2023

Department Head: Nigel Reynoso, Administrative Lieutenant, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase three (3) fully marked Harley-Davidson Motorcycles using Fiscal Year 2023-2024 Capital Projects budgeted funds. **(Nigel Reynoso, Administrative Lieutenant)**

SUMMARY:

Purchase of the Vehicles

The City of San Luis Police Department is seeking approval for the purchase of three (3) new, fully marked Harley-Davidson Motorcycles. All the new motorcycles will be assigned to the San Luis Police Department Patrol Division for the motor Officers and to replace the current motorcycles that need to be placed out of service. The funds for the purchase of these vehicles were approved as a Fiscal Year 2023-2024 Capital Project. The estimated requested funds were based on the request to purchase one (1) fully marked police Ford Explorer and one (1) fully marked Harley-Davidson Motorcycle. Ford Dealerships are still currently unable to provide quotes for Police Vehicles due to factory issues. In the time since the budget request was made, the need for more than one (1) motorcycle has increased greatly. The current motorcycles are all 2014 Hondas; parts for this model are no longer being made, and it is increasingly more difficult to repair them. They are breaking down weekly, with no backup, and taking months to repair, if at all.

Total Purchase

Within the budgeted amount of \$137,100.00, there are sufficient funds to purchase all three (3) fully equipped motorcycles. The total cost for all three (3) will be \$120,000.00. We are asking the Mayor and City Council to approve the purchase, and due to the urgent need and time constraints, going out to bid will not be cost-efficient; we request the mayor and City Council waive formal purchasing procedures as allowed under Section 3.05.010 (F). The vendor, Bobby's Territorial Harley-Davidson in Yuma, previously held the state contract when this quote was requested in March 2023. They no longer hold the state contract but will be honoring the same pricing. Currently, no other vendor has a state contract for the Police Harley-Davidson Motorcycles. Since the state contract went through a bidding process, the bidding process would likely not result in a better price.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THREE (3) NEW 2023 HARLEY-DAVIDSON POLICE MOTORCYCLES AND APPROVE THE MARKING AND EQUIPPING OF THE VEHICLES FOR A TOTAL AMOUNT NOT TO EXCEED \$137,100.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$120,000.00
BUDGETED AMOUNT: \$137,100.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 255-021-90050.228/Capital
Outlay-ARPA Revenue Loss
Miscellaneous
Projects/\$550,691.00

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

The total amount to purchase all three (3) new motorcycles will be \$120,000.00. Fiscal Year 2023-2024 budgeted amount was \$137,100.00 in account 255-021-90050.228.

Attachments

Bobby's Territorial Harley-Davidson
ALERT Quote
Radar Quote
Equipment Quote

12:57PM

BOBBY'S TERRITORIAL H-D
2550 E GILA RIDGE RD
YUMA, AZ 85365
(928) 782-1931



Customer: 4
INTERNAL

Internal: Y W.O. Number: 164767
Appointment: 1/17/23 5:27PM Mileage In: 10
Offered Back: Mileage Out: 0
Year: 2023 Shop Tag:
Mfg: HD Plate No:
Model: FLHTP Service Advisor: MDE
VIN: FLHTP-VIN-TBD604 Sold By: MDE
Color: BIRCH WHITE / BLACK (Invoice No: 0
Ref. No.: FLHTP VIN TBD604 Dir. Lic #: 14033092

, ?? 00000

*Phone: (000)000-0000 Work: (000)000-0000 Ext:
Fax: (000)000-0000 Mobile:
P.O. No: Tax No: Tax Exempt: No
Comments: ESTIMATE FOR SLPD

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Discount	Extended Amount
------------------------	--------------------------------------	----------------------------	--------------------------	-------------------	-----------------

Event Number: 1		Type: R			
Description:		TOUR-PAK			
2120-0820	HARNE TPAK PWR-TAP 14-17	1.00	46.95	4.70	42.25
53000399DH	T-PAK,X	1.00	1,099.95	110.00	989.95
72102-94BK	PIN HSG,SEALED 2 PIN	1.00	2.42	0.24	2.18
72142-94	PIN LOCK,SEC 2	1.00	0.58	0.06	0.52
72190-94	TERMINAL,PIN,#16-18AWG	2.00	1.20	0.24	2.16
90300030	LOCK,T-PACK(PO)	1.00	65.18	6.52	58.66
NON INVENTORY	HOH TPAK BRKT & PAK LITES	1.00	1,007.75	0.00	1,007.75
LABOR	Job Code: 0	3.00	110.00	0.00	330.00
Work Description:		POLICE TOUR-PAK			
Sub-total For Event (without Tax):					2,433.47

Event Number: 2		Type: R			
Description:		WINDSHIELD VISOR LIGHTS			
68000288	KIT,LTG,LIGHT ARRAY	1.00	956.95	95.70	861.25
70255-02B	KIT-HOUSING,RH/AUX ACY/CH	1.00	43.95	4.40	39.55
71718-02	KIT SWITCH ROCKER	1.00	23.95	2.40	21.55
LABOR	Job Code: 0	3.00	110.00	0.00	330.00
Work Description:		WINDSHIELD VISOR LIGHTS			
Sub-total For Event (without Tax):					1,252.35

Event Number: 3		Type: R			
Description:		EMERGENCY RESPONSE KIT			
76001039	KIT,INFOT,POCE AUD,W/SVCE	1.00	1,278.42	127.84	1,150.58
LABOR	Job Code: 0	1.00	110.00	0.00	110.00
Work Description:		EMERGENCY RESPONSE KIT			
Sub-total For Event (without Tax):					1,260.58

Event Number: 4		Type: R			
Description:		PASSING LAMP STROBES			
68000289A	KIT,LTG,PAR36,RED W/STEAD	1.00	283.95	28.40	255.55
68000290A	KIT,LTG,PAR36,BLUE W/STEA	1.00	283.95	28.40	255.55
LABOR	Job Code: 0	1.00	110.00	0.00	110.00
Work Description:		PASSING LAMP STROBES			
Sub-total For Event (without Tax):					621.10

Event Number: 5		Type: R			
Description:		FWD/SIDE FACING LIGHTS			

12:57PM

BOBBY'S TERRITORIAL H-D
2550 E GILA RIDGE RD
YUMA, AZ 85365
(928) 782-1931



Customer: 4
INTERNAL

Internal: Y W.O. Number: 164767
Appointment: 1/17/23 5:27PM Mileage In: 10
Offered Back: Mileage Out: 0
Year: 2023 Shop Tag:
Mfg: HD Plate No:
Model: FLHTP Service Advisor: MDE
VIN: FLHTP-VIN-TBD604 Sold By: MDE
Color: BIRCH WHITE / BLACK (Invoice No: 0
Ref. No.: FLHTP VIN TBD604 Dir. Lic #: 14033092

, ?? 00000

*Phone: (000)000-0000 Work: (000)000-0000 Ext:
Fax: (000)000-0000 Mobile:
P.O. No: Tax No: Tax Exempt: No

Comments: ESTIMATE FOR SLPD

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Discount	Extended Amount	
68000170	KIT-MNTG,FOG LT,TOURING W	1.00	59.95	6.00	53.95	
68000274	KIT,LTG,SIDE MARKER,RED	1.00	357.95	35.80	322.15	
68000275	KIT,LTG,SIDE MARKER,BLUE	1.00	357.95	35.80	322.15	
68000279	KIT,LTG,POLICE SPLICE BOX	1.00	54.95	5.50	49.45	
69202193	KIT,HARN/WRG,12 PIN CONN,	1.00	33.07	3.31	29.76	
69202610	KIT,HARN/WRG,PWR INP,POCE	1.00	23.95	2.40	21.55	
LABOR	Job Code: 0	3.00	110.00	0.00	330.00	
Work Description: FWD/SIDE FACING LIGHTS					Sub-total For Event (without Tax):	1,129.01

Event Number: 8	Type: R					
Description: INSTALL PROVIDED COMMS AND RADAR						
LABOR	Job Code: 0	3.00	110.00	0.00	330.00	
Work Description: INSTALL PROVIDED COMMS AND RADAR					Sub-total For Event (without Tax):	330.00

This Is An Estimate Only!
Prices Subject To Change!
Not a Receipt!
* Indicates Special Order Item

SO/Layaway Deposit: 0.00
Work Order Deposits: 0.00
Discount: 497.71

Item Total: 5,486.51
Labor Total: 1,540.00
Sublet Total: 0.00
Shop Supplies: 10.00
Storage Fees: 0.00
Tax Total: 0.00
Deductible(s) Total: 0.00
Work Order Total: 7,036.51
Deposits: 0.00
Total Balance Due: 7,036.51

____ You consent to receiving texts from us on your cell phone at the number you have provided. You agree that we may contact you regarding customer service updates or offers via text or autodialer. If you do not agree, you may provide a landline number. You may opt out at any time.

Signature _____

Date _____



Estimate

Date	Estimate #
8/16/2023	23-2000

20118 N. 67th Ave 300-401
 Glendale, AZ 85308
 Phone: (623) 362-9700

San Luis Police Department
 Attn: Sgt A. Ramirez
 1030 E Union St.
 PO Box 3720
 San Luis, AZ 85349

Description	Qty	Rate	Total
Radar Accessories as needed for mounting on MC, as requested			
RP1 Antenna Cable, 9' (fr ant/rear ant/display to counter)	3	77.00	231.00T
RP1 Power Cable, 6'	1	79.99	79.99T
RADAR Repair Labor: Remote: Replaced pwr cable	1	75.00	75.00
Remote Power Cable and Plug, MC, 10'	1	25.05	25.05T
Shipping	1	21.25	21.25
Handling	1	8.00	8.00T
Shipping and Handling			29.25
*** New mounting brackets will be additional, if needed ***			

Thank you for your business! Please remit payment to A.L.E.R.T. Invoices due in 30 days.	Subtotal	\$440.29
	Sales Tax (9.2%)	\$31.65
	Total	\$471.94

Quote Number 00003968



Prepared By Amy Walker
Phone (913) 428-3285
Email awalker@kustomsignals.com

Address 10901 W 84th Terr Suite 100
Lenexa, KS 66215
Created Date 8/16/2023
Expiration Date 11/30/2023

Quote To:

Name Mr. SCOTT BLAKE
Bill To Name SAN LUIS POLICE DEPT
Bill To PO BOX 3720
SAN LUIS, AZ 85349-3740
USA
Ship To Name SAN LUIS POLICE DEPT
Ship To 1030 E UNION ST
SAN LUIS, AZ 85349-3740
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
843	1.00	Raptor RP-1 Motorcycle upgrade kit includes waterproof thumb remote control, display separation kit, antenna mounts, antenna cover (KA units). Specify motorcycle make, model, and year. (Available at time of order only.)	\$576.00	\$576.00
849	1.00	Raptor RP-1 Dual Directional Ka-Band Antennas with Same Direction and DuraTrak™	\$1,894.63	\$1,894.63

Totals

Subtotal \$2,470.63
Shipping and Handling \$0.00
Total Amount \$2,470.63

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

AZ Purchasing Agreement # CTR043213

SHIPPING INCLUDED

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Quote Number 00003968



Prepared By Amy Walker
Phone (913) 428-3285
Email awalker@kustomsignals.com

Address 10901 W 84th Terr Suite 100
Lenexa, KS 66215
Created Date 8/16/2023
Expiration Date 11/30/2023

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR").

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law.

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



2310 W 205th Street, Torrance CA 90501

Quotation

Quotation #	Date
21617	8/16/2023
Terms	Sales Rep
Net 30	JV
FOB	

Customer			
San Luis Police Dept P.O. Box 7740			
San Luis	AZ	85349	

Ship To			
San Luis Police Dept 1030 E. Union St			
San Luis	AZ	85349	

Qty	Item	Description	Price Per	Total Price
1	900-BW-05	LS2 MODULAR HELMET, BLACK/WHITE, (SIZE TBD)	599.00	599.00
1	PVHKA-736M3R10-D/M	HELMET COMMUNICATIONS KIT FOR LE HELMETS, 736 INTERNAL MOUNT FLEX BOOM, WITH DUAL EARPHONES, HIROSE PIGTAIL	299.00	299.00
1	LABOR - HK1	HELMET KIT INSTALLATION	75.00	75.00
1	PVSM-XPR/NXM	MOTOR-ONE SPEAKERMIC WITH WIRELESS SYSTEM CONTROL, PORTABLE ONLY OPERATION, FOR MOTOROLA XPR/APX SERIES RADIOS	679.00	679.00
1	PV-HR-WW/XT2	MOTOR KIT, PORTABLE ONLY, HARLEY MOTOR, REAR MOUNT, WS320 SIREN	829.00	829.00

TERMS: Quotation valid for 30 days. Prices quoted are in U.S. dollars and DO NOT INCLUDE SHIPPING CHARGES which are additional. Buyer acknowledges that a 1.5% per month (18% per annum) interest charge will be added to account balances not paid within 30 days of invoice date and acknowledges this as the terms of this quotation. A 15% restocking fee will be charged on returned goods. Items must be returned with the original packaging and in "like-new" condition. All sales of custom items or special requests are final.

Sub-Total:	2,480.99
Taxes	0.00
Est. Freight	75.00
Total	2,556.00



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. I.

Meeting Date: 09/13/2023

Department Head: Maria Munoz, HR Benefits Coordinator, Human Resources Department

Submitted By: Maria Munoz, HR Benefits Coordinator, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding temporary staffing services through Hire Quest Inc. **(Maria Muñoz, HR Analyst)**

SUMMARY:

HireQuest Incorporated is a temporary staffing agency that has been in business for over 15 years, offering services in a variety of industries, which includes construction, light industrial, healthcare, hospitality, CDL/non-CDL, and disaster restoration, as well as administrative/clerical, management and executive service industries.

The City of San Luis contracted with HireQuest Inc. on August 11, 2022, to help departments fill in vacancies while regular applicants went through the recruiting and onboarding process. This temporary service has helped several departments tremendously since applicants can be placed within 3 to 5 days from initial request, and employment can be terminated at any time, making this a perfect setting for urgent, time-sensitive, and/or temporary projects. All temporary staff placed within the City of San Luis undergo a background check and drug screening, ensuring our community's and staff's security.

City Departments that have benefited from the placement of temporary staff include Public Works, Economic Development, Planning and Zoning, Fire Department, and Human Resources. This has resulted in an excellent pipeline of candidates as several temporary workers have transitioned into regular positions with the City of San Luis. During the temporary assignment, we have been able to assess their skills and abilities, resulting in a cost-effective way to recruit.

Other local Temporary Staffing Agencies were contacted (Acme Staffing and Elwood Staffing); one was unresponsive, and the other's terms of agreement were not as attractive as the contract with the current provider.

Given the amounts spent on temporary services last fiscal year, staff would like to secure City Council approval to continue using HireQuest Inc. for temporary staffing services. Therefore, due to some departments already using their services, we would like to request ratification for purchases made to this vendor in the fiscal year 2023 and for Purchase Orders in the fiscal year 2024, numbers 2024-00000083 for Development Services and 2024-00000118 for City Administration, as well as to waive the procurement City Code Section 3.05.010(F) for the reasons presented.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE USE OF HIREQUEST TEMPORARY SERVICES, RATIFY PURCHASE ORDERS FOR FY 2023 AND FY 2024 AS STATED IN THIS AGENDA ITEM, AND WAIVE THE PROCUREMENT CITY CODE FOR THE REASONS 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):

Budget is allocated throughout various departments in GL 80000-Contractual Services, and in other instances there is budget capacity for temporary labor due to vacancies in the organization. Approval of the agreement is subject to budget availability on a case by case basis.

For the items that we are seeking ratification, we confirm budget capacity due to vacancies in both the Development Services and City Administration.

- 2024-00000083—temp worker, Samantha Villa for Development Services
- 2024-00000118—temp worker, Ariana Gonzalez for City Administration
- Total Expense for FY 22-23 was \$154,370.55.

Attachments

HireQuest Staffing Agreement_eff. 08.11.22

HireQuest FY 22-23 Expense Report



STAFFING AGREEMENT FOR TEMPORARY LABOR SERVICES

Branch: Yuma Salesperson: Glara Pina Date: 2/19/2022

Client Name: City of San Luis

CLIENT CREDIT INFORMATION

CLIENT INFORMATION

City of San Luis
Corporate Name
Trade Name (Doing Business As) Invoice To: []
1090 E. Union St.
Primary Address
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579
Contact Name Phone Number

BILLING INFORMATION

P.O. Box 1170
Primary Address Line 1
1090 E. Union St.
Primary Address Line 2
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579 928-722-6773
Contractor Phone Number Fax Number
Are purchase orders required? Yes [X] No []

Government
Legal Status (i.e. Corporation, Partnership, etc.)

1979
Year Incorporated / Started

Name of predecessor / affiliated companies

Owners(s) Names

86-03766641
Tax id # / SS# NACIS#

Contractor's Professional License # / Bond

David Espitia
Accounts Payable Contact Name

Despitia@sanluisaz.gov
Accounts Payable Email

928-341-8553
Accounts Payable Phone Number

mailed
Invoicing Preference: Mailed/ Electronic

Hrdept@sanluisaz.gov
Email for Invoices

Preferred Payment Method: Check [] CC [] ACH []

Customer Average Net Pay

BANK REFERENCES

1st Bank Yuma
Bank Name
San Luis
City

Maria Gonzalez
Contact
AZ 85349
State Zip

0520000005
Account Number
Branch

Date Opened
Line of Credit: Yes [] No [X]

TRADE REFERENCES

Botach Inc
Name
Leslie Peoples
Contact
(213) 595-6496
Phone Number
Date Opened
High Credit

Dana Kepner Company LLC
Name
Chia Vang
Contact
(303) 623-6161
Phone Number
Date Opened
High Credit





HireQuest or HireQuest Direct, as the case may be, ("HIREQUEST") will
 1. Recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations and will, as the common law employer of Assigned Employees, be responsible for the following:
 2. Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
 3. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's worksite, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) other than hard hats, reflective vests, safety glasses, and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT. In addition, HIREQUEST, as the common law employer, has the right to physically inspect the worksite and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT's safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST's employment policies relating to Assigned Employee conduct at the worksite

CLIENT will:

1. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off the ground, including, but not limited to ladders, roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST's express prior written approval or as strictly required by the job description provided to HIREQUEST;
3. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - 3.1. provide Assigned Employees with appropriate safety and training information and Personal Protective Equipment, including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE.
 - 3.2. provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, add as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - 3.3. provide adequate notice to Assigned Employees and HIREQUEST of any unsafe conditions or potential hazards at the workplace.
 - 3.4. refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
 - 3.5. respond within a reasonable time to HIREQUEST's inquiries regarding working conditions at CLIENT's worksite and make CLIENT's worksite and records available for inspection by HIREQUEST prior to and during Assigned Employees' assignments;
 - 3.6. notify HIREQUEST immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - 3.7. maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST'S discretion, applicable to Assigned Employees;

CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned contractual obligations to HIREQUEST and Affiliates are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST time slip and the HIREQUEST Rate Agreement. In the event the undersigned submits a time slip(s) or timesheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the HIREQUEST time slips of which copies are available upon request and incorporated herein by reference.

The undersigned hereby certifies that the information in this Staffing Agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which services are to be extended. The undersigned understands that HIREQUEST may utilize other sources of information, which it considers necessary in making its determination to extend services. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination, authorizes creditors to release information pertaining to our credit history, and authorizes investigation into CLIENT's credit via credit bureau reports

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement, together with the Rate Agreement and HIREQUEST time slips, represent the whole agreement of the parties and no modification or variation shall be deemed valid unless a subsequent written agreement is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST's cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be _____ county, _____. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices that are not paid within 30 days from the invoice date.

Louie Guafariz 8/11/22

Printed Name | Date

Client Authorized Signature

Gloria Lopez 8/11/2022

Printed Name | HireQuest Representative

HireQuest Representative Signature

Personal Guaranty: (If in business less than 2-years)

In consideration of the substantial direct and indirect benefits derived by Guarantor from the extension of services to CLIENT pursuant to this agreement, the undersigned Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment when due of all present and future obligations of CLIENT under this agreement including all costs and fees (including attorneys' fees) incurred by HIREQUEST in the collection of such amounts. Guarantor agrees that HIREQUEST need not attempt to collect any funds from CLIENT to enforce the obligations of this Guaranty.

Guarantor

Printed Name

Date



Supplement to Staffing Agreement for Temporary Labor Services

This supplement to the Staffing Agreement for Temporary Labor Services ("Supplement") is made this 5th day of August 2022 between:

Hire Quest or Hire Quest Direct	The City of San Luis
a Foreign Limited Liability Company organized under the laws of Arizona ("HIREQUEST") and	a municipal corporation organized under the laws of Arizona ("CLIENT").

I. INCORPORATION BY REFERENCE

By this reference, this Supplement incorporates the Staffing Agreement for Temporary Labor Services ("Staffing Agreement") attached as Exhibit A.

II. INDEPENDENT CONTRACTOR RELATIONSHIP

HIREQUEST agrees that in rendering all services under the Staffing Agreement, HIREQUEST and Assigned Employees (as described in the Staffing Agreement) will act and be considered for all purposes as independent contractors to the CLIENT, not as an employee of CLIENT.

III. COMPLIANCE WITH ALL LAWS

HIREQUEST shall comply with all applicable laws, including but not limited to:

3.1 Required e-verify: Under A.R.S. § 41-4401(A), the HIREQUEST warrants its compliance with all federal immigration laws and regulations related to its Assigned Employees, employees, and its compliance with § 23-214, subsection A, Everify. HIREQUEST's breach of this warranty shall be deemed a material breach of the Staffing Agreement subject to penalties up to and including termination of the Staffing Agreement. The CLIENT retains the legal right to inspect the papers of any contractor, subcontractor, or employee who works under this Staffing Agreement to ensure that HIREQUEST or its subcontractor or subcontractors comply with this warranty.

3.2 Notice of Arizona Conflict of Interest Law: This Contract may be canceled if there is a conflict of interest under A.R.S. § 38511.

3.3 Workers' Compensation: HIREQUEST shall provide Workers' Compensation for Assigned Employees in coverage amounts as required by Arizona law.

IV. INSURANCE

In addition to Worker's Compensation coverage, HIREQUEST shall carry, at a minimum, the following levels of insurance and, upon execution of the Staffing Agreement and this Supplement,

will provide a certificate of insurance showing that such coverage is currently in force: Commercial General Liability, \$1 million each occurrence and \$1 million in the aggregate, covering bodily injury, property damage, and personal injury. HIREQUEST shall name CLIENT (the City of San Luis, Arizona) as an additionally insured. HIREQUEST shall submit to the CLIENT a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

V. INDEMNIFY

HIREQUEST shall indemnify, hold harmless, and defend the CLIENT, the CLIENT's elected officials, officers, agents, and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment against the CLIENT as a result of loss, damage, or injury to person or property due to any action or omission by the Assigned Employees HIREQUEST sends to the CLIENT.

The parties have executed this Supplement on the day, month, and year in the first paragraph of this Supplement, which is the date the last party signed.

City of San Luis, Arizona



Lizandro Galaviz, Acting City Manager

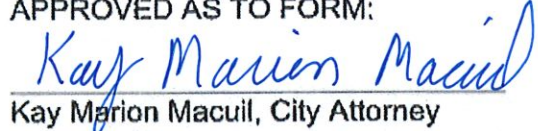
Date: 8/17/22

ATTEST:

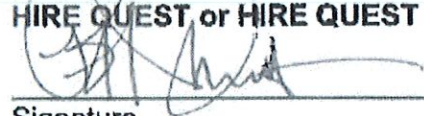


Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

HIRE QUEST, or HIRE QUEST DIRECT



Signature

Brett Johnson

Print Name

Date: August 5, 2022



City of San Luis
Arizona Rate Agreement
2022

<u>Description:</u>	<u>Bill Rate Per Hour</u>
General labor(unskilled)	\$23.95
General labor(Heavy Lifting/Demo)	\$25.95
Semi Skilled(without tools)	\$28.95
Skilled Journeyman	\$39.95
Heavy Equipment Operator	\$44.25

Above rates are subject to change in accordance with federal & state government regulations. Client agrees to pay for a minimum of four (4) hours per day per employee. The Client also agrees to be billed for overtime hours at a rate of time and a half for each HIREQUEST DIRECT employee who works an excess of forty (40) hours within a one week period, which runs Monday through Sunday. Employee temporary to permanent hire is available at no cost after four-hundred and eighty (480) working hours are billed and paid. Payment terms are NET 30 DAYS and a finance charge of 1.5% will be assessed on invoices that exceed 30 days. Acceptable forms of payment are check or credit card, to which a 3% fee will be charged by the processing company. Invoices can be obtained, and credit card payments can be made by logging in to the Client web portal at <http://clients.hqwebconnect.com/stars>.

Client Company Name: City of San Luis

Client Name & Title: Lizandro Galaviz, Acting City Manager

Client Signature: [Signature]

Date: 8/17/22

HIREQUEST DIRECT Representative: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2022

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

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

PRODUCER
McGriff Insurance Services, Inc.
3400 Overton Park Drive SE
Suite 300
Atlanta, GA 30339

CONTACT NAME: Valerie Epps
PHONE (A/C, No, Ex): 404 497-7500
FAX (A/C, No):
E-MAIL ADDRESS: Valerie.Epps@mcgriff.com

INSURED
Hire Quest, LLC DBA HireQuest, HireQuest Direct
111 Springhall Drive
Goose Creek, SC 29445

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : ACE Fire Underwriters Insurance Company		20702
INSURER C : Alaska National Insurance Company		38733
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: UC1JPF04

REVISION NUMBER:

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

INSR ITR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR C68922847 (AOS) SCF C68922884 (WI)	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WASHINGTON USL&H		21F WU 11801	08/15/2021	06/15/2022	E.L. - Each Accident \$ 1,000,000 E.L. - Each Employee \$ 1,000,000 E.L. - Policy Limit \$ 1,000,000 M.E.L. - Each Accident \$ 100,000 M.E.L. - Disease Aggregate \$ 100,000

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

CERTIFICATE HOLDER

For Evidence of Coverage Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
HireQuest LLC

2 Business name/disregarded entity name, if different from above
dba HireQuest and HireQuest Direct

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions
111 Springhall Dr

6 City, state, and ZIP code
Goose Creek, SC 29445

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	8		0	5	1	0	3	5	7
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *[Signature]* Date **1/3/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Uniform Certification Agency

CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE

Presented To

HQ Direct, LLC.

HAS SUCCESSFULLY MET ALL REQUIREMENTS AS ESTABLISHED BY THE MMBC CONTINUUM AND THE UNIFORM CERTIFICATION AGENCY FOR CERTIFICATION AS A WOMEN-OWNED BUSINESS ENTERPRISE. THIS CERTIFICATE RELATES TO WBE STATUS AND IS NOT CERTIFICATION OF EXPERTISE IN ANY PARTICULAR TRADE OR FIELD.

Director of Certification

4072111

Certificate Number

09/25/2022

Expiration Date

HIREQUEST EXPENSE FY 22-23

Payment Date	Amount	
10/06/2022	\$	7,604.13
10/20/2022	\$	5,748.00
OCTOBER 2022 EXPENSE	\$	13,352.13
11/03/2022	\$	15,028.64
11/17/2022	\$	14,944.80
11/23/2022	\$	15,513.63
NOVEMBER 2022 EXPENSE	\$	45,487.07
12/01/2022	\$	3,832.00
12/08/2022	\$	7,453.39
12/15/2022	\$	6,944.03
12/29/2022	\$	1,981.98
DECEMBER 2022 EXPENSE	\$	20,211.40
01/13/2023	\$	1,955.70
01/27/2023	\$	1,152.36
JANUARY 2023 EXPENSE	\$	3,108.06
02/03/2023	\$	640.20
02/10/2023	\$	640.20
02/17/2023	\$	640.20
FEBRUARY 2023 EXPENSE	\$	1,920.60
03/03/2023	\$	1,152.36
03/10/2023	\$	640.20
03/17/2023	\$	640.20
03/24/2023	\$	640.20
03/30/2023	\$	640.20
MARCH 2023 EXPENSE	\$	3,713.16
04/07/2023	\$	512.16
04/14/2023	\$	640.20
04/21/2023	\$	22,314.96
04/28/2023	\$	640.20
04/28/2023	\$	5,556.40
APRIL 2023 EXPENSE	\$	29,663.92
05/05/2023	\$	6,352.28
05/12/2023	\$	5,047.00
05/19/2023	\$	4,742.10
05/26/2023	\$	4,728.28
MAY 2023 TOTAL	\$	20,869.66
06/09/2023	\$	9,350.98
06/16/2023	\$	640.20
06/26/2023	\$	6,053.37
JUNE 2023 EXPENSE	\$	16,044.55
GRAND TOTAL	\$	154,370.55



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. J.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion
Resolution

ITEM:

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, providing for severability, and declaring an emergency. **ITEM CONTINUED FROM THE SPECIAL COUNCIL MEETING HELD JANUARY 25, 2023. (Jenny Torres, Acting City Manager)**

(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)

SUMMARY:

This item was continued from December 7, 2022 and January 25, 2023, Special Council Meetings with directions to come back when additional information was available.

Staff conducted research on holidays observed by the Federal Government, the State of Arizona, and 76 Municipalities in Arizona. The Federal Government observes 11 holidays, the State of Arizona observes 10 holidays, and the City of San Luis currently observes 12 holidays. Results of the research of Arizona Municipalities yielded an average of 11.3 days of holiday paid leave per year to eligible employees. The ten (10) most common holidays observed by Arizona municipalities are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day. After those ten (10), the next ranking holidays are Christmas Eve Day, Floating Holiday, and Columbus Day.

The City of San Luis currently observes nine (9) of the ten (10) most common holidays reported; and observes two (2) holidays that were reported as very low or non-existent on the survey, which are Cesar Chavez Day and COVID-19 Pandemic Remembrance Day. The City does not currently observe one of the most common holidays observed by Arizona municipalities which is Native American Heritage Day.

Based on the results of this research staff recommends, by attached Resolution to:

- Add Native American Heritage Day (observed the day after Thanksgiving);
- Remove COVID-19 Pandemic Remembrance Day from the city service paid holiday under Personnel Policies, but retain it as a day of reflection and gratitude; and
- Remove Cesar Chavez Day or Columbus Day to have a total of 11 Holidays.

Resolutions take effect 30 days after passage unless an emergency is declared. Columbus Day occurs on October 9th this year before the 30 days will have expired. If the removal of Columbus Day is chosen, the resolution will need to pass with 6 votes in order for it to pass as an emergency.

RECOMMENDATION / SUGGESTED MOTION:

OPTION 1:

I MOVE TO APPROVE RESOLUTION NO. 2242 TO REMOVE CESAR CHAVEZ DAY AS A HOLIDAY, REMOVE COVID-19 PANDEMIC REMEMBRANCE DAY AS A HOLIDAY BUT RETAIN IT AS A DAY OF REFLECTION AND GRATITUDE, AND ADD NATIVE AMERICAN HERITAGE DAY AS A HOLIDAY.

OPTION 2:

I MOVE TO APPROVE RESOLUTION NO. 2242 TO REMOVE COLUMBUS DAY AS A HOLIDAY, REMOVE COVID-19 PANDEMIC REMEMBRANCE DAY AS A HOLIDAY BUT RETAIN IT AS A DAY OF REFLECTION AND GRATITUDE, ADD NATIVE AMERICAN HERITAGE DAY AS A HOLIDAY, AND DECLARE AN EMERGENCY.

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 STAEMENT
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):

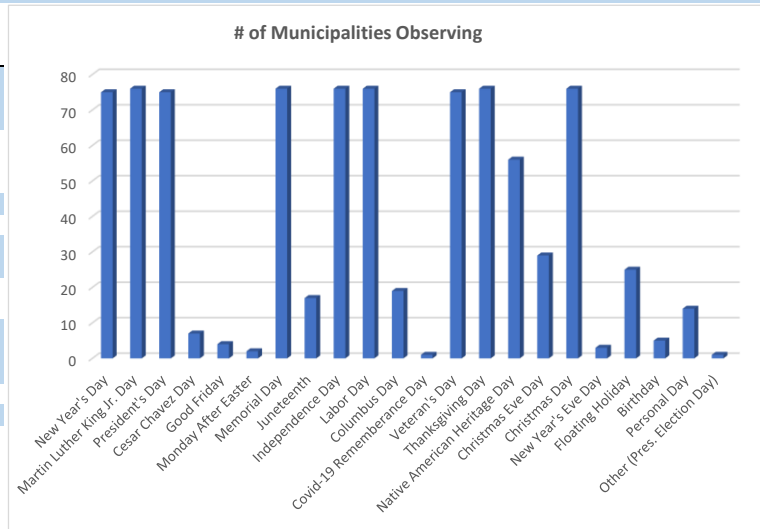
We budgeted for 12 holidays in FY 2024, hence reducing the holidays from 12 to 11, we expect reductions of costs for the City for \$10,000.00.

Attachments

AZ_Muni_Observed_Holidays
Option 1 Resolution No. 2242-Removes Cesar Chavez Day
Option 2 Resolution No. 2242-Removes Columbus Day

Total # of Participating Municipalities (76)

Holiday	# of Municipalities Observing
New Year's Day	75
Martin Luther King Jr. Day	76
President's Day	75
Cesar Chavez Day	7
Good Friday	4
Monday After Easter	2
Memorial Day	76
Juneteenth	17
Independence Day	76
Labor Day	76
Columbus Day	19
Covid-19 Rememberance Day	1
Veteran's Day	75
Thanksgiving Day	76
Native American Heritage Day	56
Christmas Eve Day	29
Christmas Day	76
New Year's Eve Day	3
Floating Holiday	25
Birthday	5
Personal Day	14
Other (Pres. Election Day)	1



Average Total Number of Holidays Observed = 11.3 Days

Federal Observed Holidays (11)		Arizona Observed Holidays (10)		COSL Observed Holidays (12)	
New Year's Day	January 2nd	New Year's Day	January 2nd	New Year's Day	January 2nd
Martin Luther King Jr. Birthday	January 16th	Martin Luther King Jr. / Civil Rights Day	January 16th	Martin Luther King Jr. Birthday / Civil Rights Day	January 16th
Washington's Birthday	February 20th	Lincoln-Washington / Presidents Day	February 20th	Lincoln-Washington / Presidents Day	February 20th
				Cesar Chavez Day	March 31st
Memorial Day	May 29th	Memorial Day	May 29th	Memorial Day	May 29th
Juneteenth Independence Day	June 19th				
Independence Day	July 4th	Independence Day	July 4th	Independence Day	July 4th
Labor Day	Sept. 4th	Labor Day	Sept. 4th	Labor Day	Sept. 4th
Columbus Day	Oct. 9th	Columbus Day	Oct. 9th	Columbus Day	Oct. 9th
				Miguel Gonzalez Remembrance Day	Oct. 30th
Veteran's Day	Nov. 10th	Veteran's Day	Nov. 10th	Veteran's Day	Nov. 10th
Thanksgiving Day	Nov. 23rd	Thanksgiving Day	Nov. 23rd	Thanksgiving Day	Nov. 23rd
Christmas Day	Dec. 25th	Christmas Day	Dec. 25th	Christmas Day	Dec. 25th



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2242

(Removes Cesar Chavez Day)

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.

WHEREAS, this resolution removes March 31st (Cesar Chavez Day) as a paid holiday; and

WHEREAS, On June 26, 2009, the United States Congress passed a Joint Resolution signed by the President designating the day after Thanksgiving as Native American Heritage Day; and

WHEREAS, this resolution adds the fourth Friday in November, Native American Heritage Day, as a paid holiday; and

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

Section 1: The last Monday in October, COVID-19 Pandemic Remembrance Day, shall remain a day of reflection and gratitude for the essential workers' and first responders' dedication to service and their sacrifices during the pandemic; but it shall not be a City service holiday under the Personnel Policies.

Section 2: Section HR-4-03(A) of the City of San Luis Personnel Policies is deleted and replaced to read as follows:

HR-4-03 Holidays.

- A. City service holidays.** Holidays shall be observed on the day they occur, unless:
1. the Holiday falls on a Saturday, then the Holiday will be observed the Friday preceding the Saturday; or
 2. the Holiday falls on a Sunday, then the Holiday will be observed the

following Monday.

The city observes 11 holidays as follows:

1.	January 1 st	"New Year's Day"
2.	3 rd Monday in January	"Martin Luther King, Jr. / Civil Rights Day"
3.	3 rd Monday in February	"Lincoln-Washington / Presidents' Day"
4.	Last Monday in May	"Memorial Day"
5.	July 4 th	"Independence Day"
6.	1 st Monday in September	"Labor Day"
7.	2 nd Monday in October	"Columbus Day"
8.	November 11 th	"Veterans' Day"
9.	4 th Thursday in November	"Thanksgiving Day"
10.	4 th Friday in November	"Native American Heritage Day"
11.	December 25 th	"Christmas Day"

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

Section 4: If a conflict arises between the provisions of this Resolution No. 2242 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 5: If any section, subsection, paragraph, sentence clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this resolution.

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

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2242

(Removes Columbus Day)

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, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

WHEREAS, this resolution removes the second Monday in October (Columbus Day) as a paid holiday; and

WHEREAS, On June 26, 2009, the United States Congress passed a Joint Resolution signed by the President designating the day after Thanksgiving as Native American Heritage Day; and

WHEREAS, this resolution adds the fourth Friday in November, Native American Heritage Day, as a paid holiday; and

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

Section 1: The last Monday in October, COVID-19 Pandemic Remembrance Day, shall remain a day of reflection and gratitude for the essential workers' and first responders' dedication to service and their sacrifices during the pandemic; but it shall not be a City service holiday under the Personnel Policies.

Section 2: Section HR-4-03(A) of the City of San Luis Personnel Policies is deleted and replaced to read as follows:

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1. the Holiday falls on a Saturday, then the Holiday will be observed the Friday preceding the Saturday; or
2. the Holiday falls on a Sunday, then the Holiday will be observed the

following Monday.

The city observes 11 holidays as follows:

1.	January 1 st	"New Year's Day"
2.	3 rd Monday in January	"Martin Luther King, Jr. / Civil Rights Day"
3.	3 rd Monday in February	"Lincoln-Washington / Presidents' Day"
4.	March 31 st	"César Chávez Day"
5.	Last Monday in May	"Memorial Day"
6.	July 4 th	"Independence Day"
7.	1 st Monday in September	"Labor Day"
8.	November 11 th	"Veterans' Day"
9.	4 th Thursday in November	"Thanksgiving Day"
10.	4 th Friday in November	"Native American Heritage Day"
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Section 3: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 4: If a conflict arises between the provisions of this Resolution No. 2242 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 5: If any section, subsection, paragraph, sentence clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this resolution.

Section 6: Whereas, it is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this resolution shall become immediately operative and in force from and after the date of posting hereof.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of September 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

7. K.

Meeting Date: 09/13/2023

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 the restructuring of several city departments. (**Jenny Torres, Acting City Manager**)

SUMMARY:

During the budget process, the Administration informed the City Council of the need to restructure several departments. Staff researched the structures for similar cities and evaluated the needs and growth of the city. Staff is making the following recommendations in order to improve customer service, streamline processes, and become more efficient in providing the city services that the community deserves.

Research determined that:

- There is redundancy of tasks between Planning and Zoning and Public Works as it relates to Engineering Plan Review.
- The city may benefit from having a separate Engineering Division/Department Headed by a City Engineer rather than a Civil Engineer.
- The classification of City Engineer is of the level of Department Head and would provide a higher salary which perhaps can make this position more attractive.
- The facilities' division should not be in the Department of Parks & Recreation.

The Department of Planning & Zoning:

- Should be renamed to *Development Services Department* with two (2) divisions: *Planning & Zoning* and *Building Safety*.
- Repurpose the Principal Planner position's budget, and reclassify it to Assistant Director of Development Services.
- Reclassify the Planning Technician to Development Coordinator.
- Reclassify the Building Permit Technician to Building Services Coordinator.
- Eliminate the Administrative Coordinator position and use its budget for the reclassifications.
- The current Associate Planner will work temporarily .50 in Planning and .50 in Engineering to perform engineering plan review until a City Engineer is hired.

The Department of Public Works (PW):

- Due to the large number of divisions, establish an additional Assistant Director position for better workload distribution of all divisions within the Public Works Department.
- Set up an Engineering Department, separated from the Public Works Department where the head will be the City Engineer overseeing the current Project Manager, Engineering Technician, and a future position of Engineer in Training. Temporarily until the City hires a City Engineer, Public Works continues to oversee this function with support from the Planning and Zoning Department.

The Department of Facilities:

- o The research concluded that Facilities is under Public Works in most municipalities. However, given the large number of divisions Public Works currently has, it will not be feasible to add another division at this time. Once the Engineering Division is separate from Public Works, this will be a feasible move.
- o In the meantime, Facilities will be removed from Parks & Recreation and function as a stand-alone department under the general direction of the City Manager.
- o During the budget process, a Manager position was requested as the intent was for Facilities to oversee facilities maintenance as well as grounds maintenance. Since Facilities will not inherit grounds maintenance after all, a position of this level will not be needed at this time.
- o Due to an increasing number of projects for city building repair work and remodeling, it was determined that Facilities do need a Project Coordinator to coordinate between city staff and contractors and monitor the timely progress of projects. The budget allocated for the Manager position will be repurposed to fund this Project Coordinator position.

The Fire Department:

- o Creation of new Operations Coordinator position which is greatly needed to coordinate operations of the Fire and Ambulance Divisions.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE DEPARTMENTS RESTRUCTURE AS PRESENTED BY STAFF.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$223,353
BUDGETED AMOUNT:	YES
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 allocated budget for this restructuring in FY 2023, we are asking council approval to reallocate budget as follows:

Planning and Zoning - The restructuring of our Planning and Zoning Department will not have any fiscal impact on our budget. This is primarily due to the elimination of an Administrative Coordinator position within the department's structure. The savings from this position removal effectively offset the costs associated with the restructure itself.

Fire and Ambulance - The fiscal Impact associated with this restructuring is \$52,000.00, we allocated \$65,000.00 in the council contingency specifically for funds that might be needed in relation to the restructuring project. We are asking council to do a budget transfer from the council contingency account 100-110-81000 in the amount of \$52,000.00 to the Ambulance salary accounts 340-341-5000 \$26,000.00 and Fire Salary Accounts 100-182-50000 \$26,000.00.

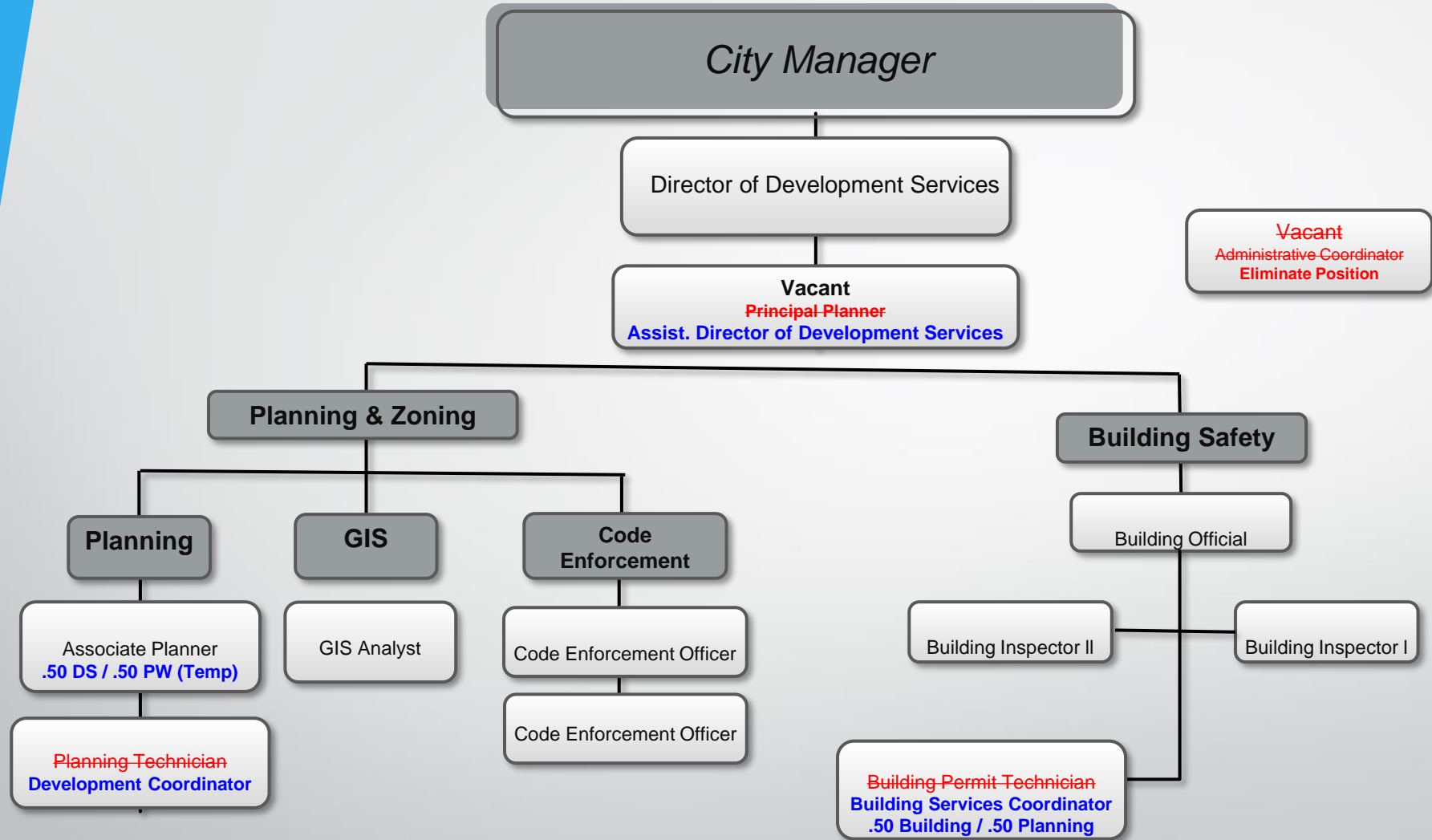
Facilities - The fiscal impact associated with this restructuring is \$57,000.00, we allocated budget for a Facilities Manager position, split between Facilities and Parks which will not be filled. We are asking Council approval to do a budget transfer in the amount of \$12,000.00 from the parks' salary account 100-144-50000 to account 100-720-50000.

Public Works-We budgeted accordingly \$115,353 in FY 2024 to cover for the new position of Assistant Director in Public Works, no transfer of budget is needed to cover for this additional position.

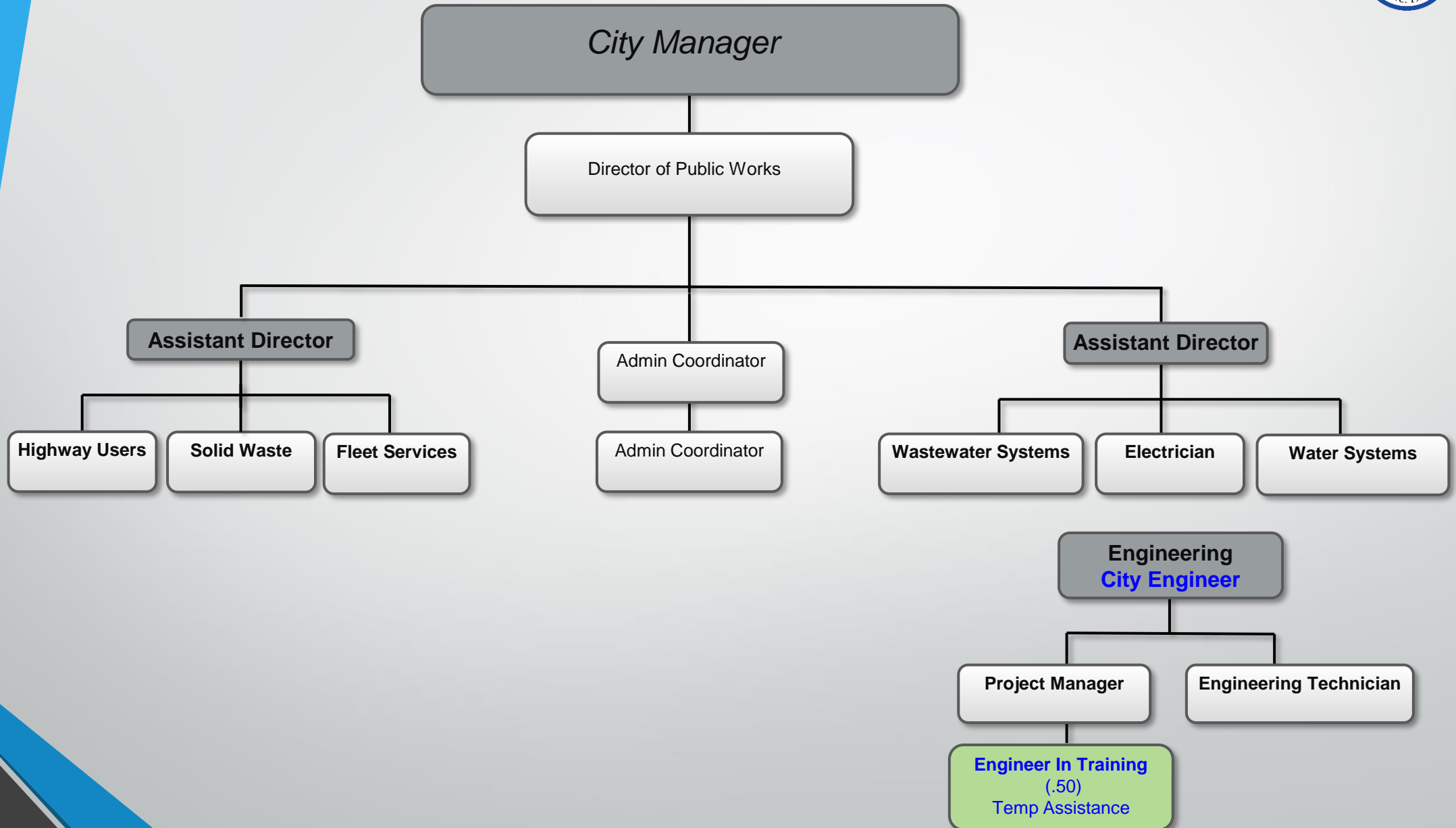
Attachments

Restructure Org Chart

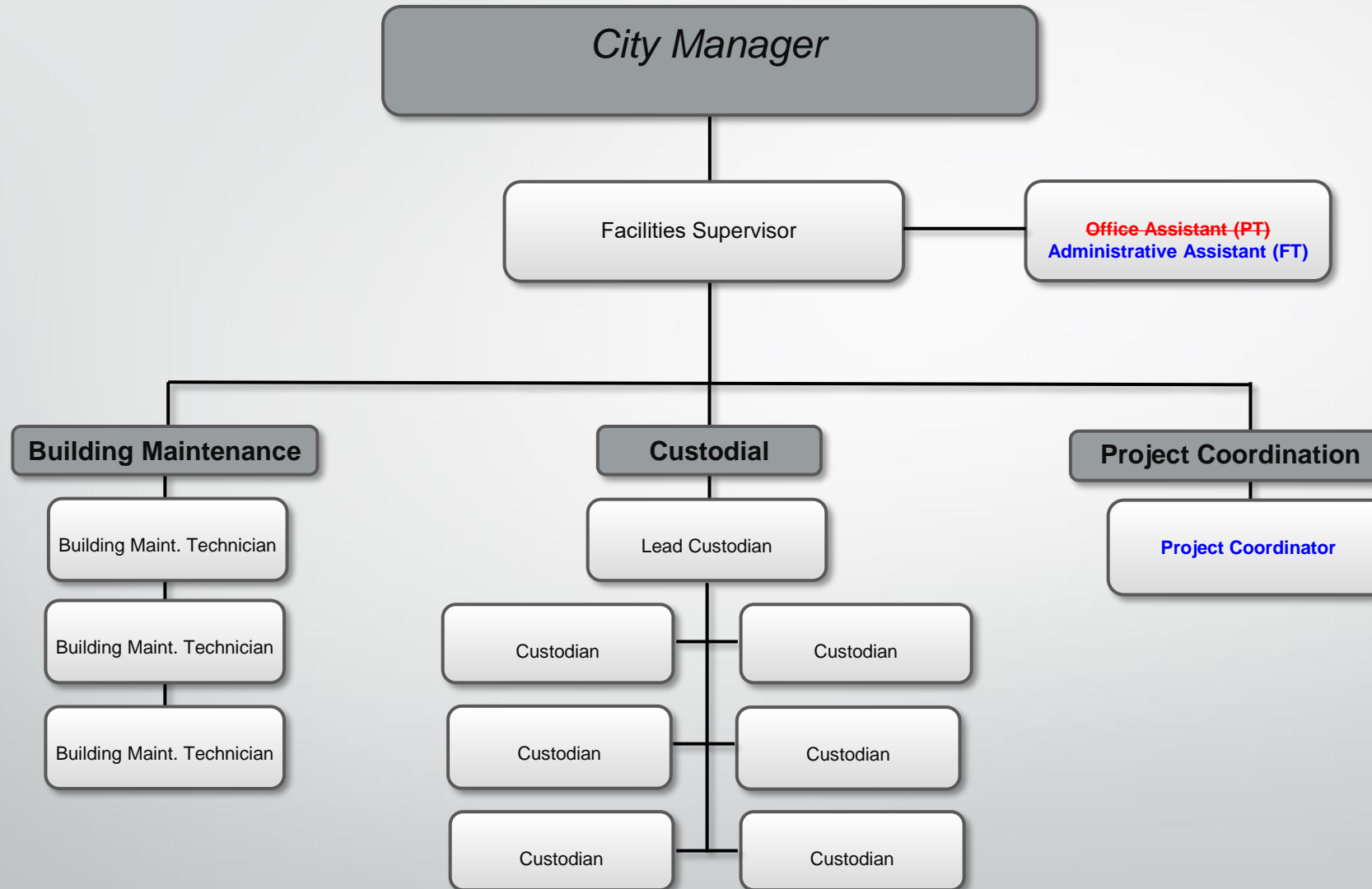
DEVELOPMENT SERVICES DEPARTMENT



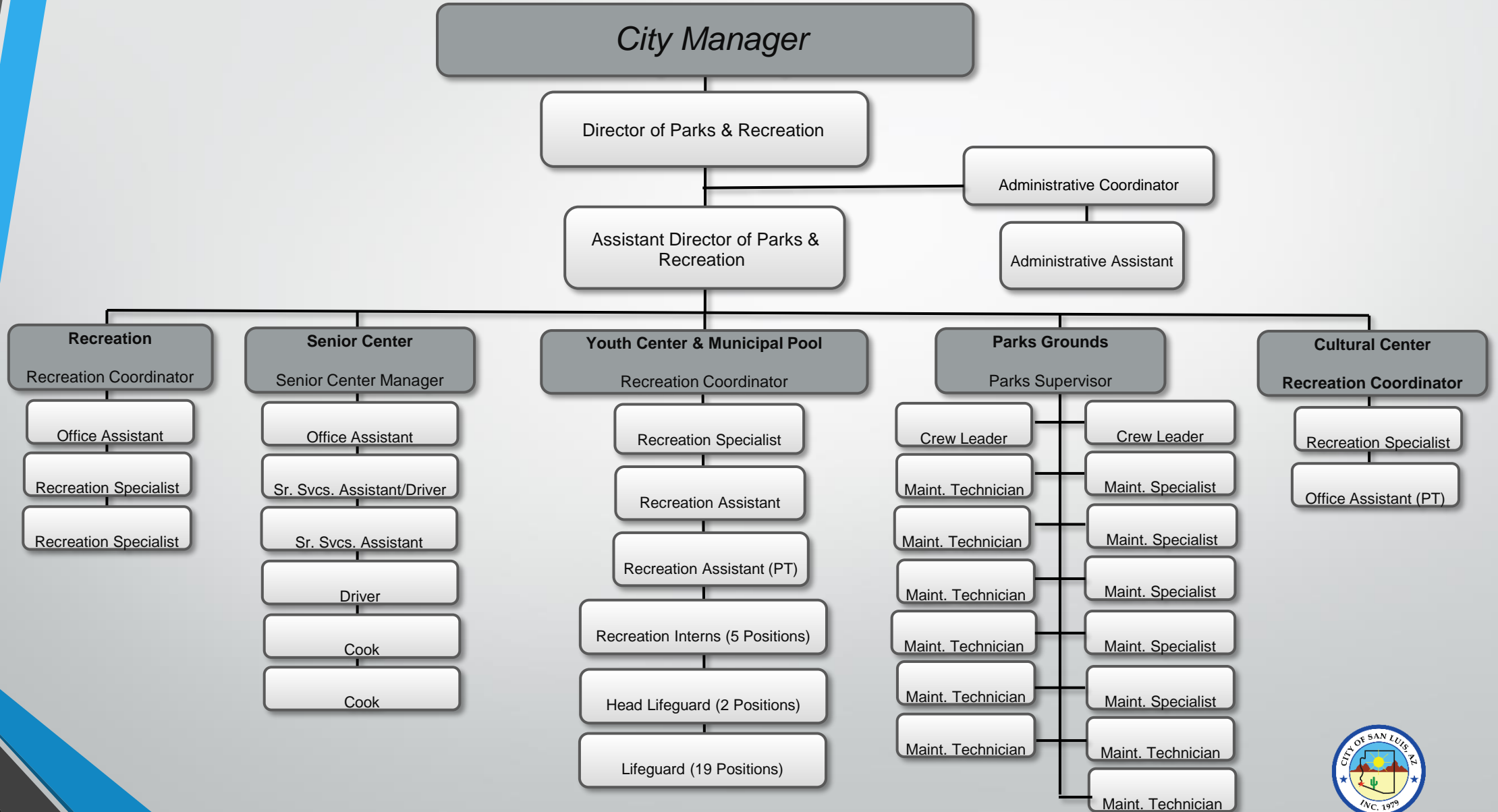
PUBLIC WORKS DEPARTMENT



FACILITIES MAINTENANCE DEPARTMENT



PARKS & RECREATION DEPARTMENT





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. L.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2023-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, voluntarily withdrawing from the Greater Yuma Port Authority, repealing conflicting provisions, and providing for severability. **(Jenny Torres, Acting City Manager)**

SUMMARY:

The City of San Luis is a Member of the Greater Yuma Port Authority. Order Number 2023-09 withdraws the City of San Luis as a voting member of the Greater Yuma Port Authority (GYPA) as authorized by the GYPA 4th amended bylaws Section 5.5: It states:

"Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term[.]"

Background

On August 23, 2000, the City of San Luis, approved the Intergovernmental Agreement for the Joint Operation of the Greater Yuma Port Authority. Pursuant to this agreement, the Arizona non-profit corporation Greater Yuma Port Authority, Inc. was created. The initial members were the City of San Luis, the City of Somerton, Yuma County, and the Cocopah Indian Tribe.

The City of San Luis paid an initial capital contribution of \$100,000.00. Each budget year since then, the City has paid an additional capital contribution. GYPA was founded with the purposes of 1) constructing, operating, and maintaining an international port of entry in coordination with Federal agencies; 2) establishing and maintaining a foreign trade zone or expansion zone; 3) acquiring land in an economically depressed area and encouraging businesses to locate there; 4) providing employment opportunities for low-income residents, and improving economic conditions in the area; and 5) improving the flow of transportation in and around the area.

GYPA developed subdivisions collectively known as the Gary Magrino Industrial Park.

This year, the development was completed, and GYPA secured a buyer and sold the last of the land in the Industrial Park. The corporation operates pursuant to its Articles of Incorporation and its Bylaws. The most current set is the Fourth Amended and Restated Bylaws of the Greater Yuma Port Authority, Inc., as adopted in 2017.

Current members of GYPA are the City of San Luis, the City of Yuma, Yuma County, and the Cocopah Indian Tribe. Section 5.5 of the Fourth Amended and Restated Bylaws allows a member to withdraw

and receive back all of their contributions over a period of three years without interest. This sum is more than \$1,137,000 that San Luis alone has contributed. (Please see the fiscal impact for further explanation).

Approving the proposed form of Order will initiate the withdrawal process and a return of the contributions that San Luis has made through the years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2023-09.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	See fiscal impact statement
CITY/STATE/FEDERAL FUNDS:	See fiscal impact statement
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):	

The city has contributed \$835,000.00, which includes the initial \$100,000.00 contribution and contributions from 2009 to the present. Before 2009, the city did not have financial records in the New World System. Staff is in the process of researching the contributions from 2001 through 2008. From the records compiled at the time of writing this agenda item, there is an additional \$302,500.00 documented. Thus far, there are \$1,137,000.00 documented.

Attachments

Order No. 2023-09
City of San Luis- GYPA letter



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-09

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, VOLUNTARILY WITHDRAWING FROM THE GREATER YUMA PORT AUTHORITY, REPEALING CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.

WHEREAS, on or about August 23, 2000, the City of San Luis entered into the Intergovernmental Agreement for the Joint Operation of the Greater Yuma Port Authority, becoming a voting member; and

WHEREAS, the City of San Luis, the City of Somerton, Yuma County, and the Cocopah Indian Tribe formed the Greater Yuma Port Authority, Inc. ("GYPA"), an Arizona non-profit corporation, for the purposes of 1) constructing operating and maintaining an international port of entry in coordination with Federal agencies; 2) establishing and maintaining a foreign trade zone or expansion zone; 3) acquiring land in an economically depressed area and encouraging businesses to locate there; 4) providing employment opportunities for low-income residents and improving economic conditions in the area; and 5) improving the flow of transportation in and around the area; and

WHEREAS, current members of the GYPA include the City of San Luis, the City of Yuma, Yuma County, and the Cocopah Indian Tribe; and

WHEREAS, the initial purposes of GYPA have been accomplished; and

WHEREAS, under Section 5.5 of the Fourth Amended and Restated Bylaws of GYPA, any member may at any time voluntarily withdraw and be entitled to repayment without interest of the member's capital contribution, payable over a three-year term;

[Intentionally left blank; the Order continues on the next page.]

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

Section 1: That the City of San Luis withdraw from the Greater Yuma Port Authority, Inc. and seek repayment in full of the entirety of its capital contribution to said corporation under the terms of the Fourth Amended and Restated Bylaws of the Greater Yuma Port Authority, Inc., an Arizona non-profit corporation.

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

Section 3: That if a conflict arises between the provisions of this Order No. 2023-09 and any other ordinance, resolution, Order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

Section 4: That any section, subsection, paragraph, sentence clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

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

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



P.O. Box 1170 | 1090 E. Union Street San Luis, AZ 85349 | P: (928) 341-8520 F: (928) 341-8539

OFFICE OF THE MAYOR
THE HONORABLE MAYOR
NIEVES RIEDEL

September 7, 2024

Mayor Douglas Nicholls
Chairman Martin Porchas
Chairwoman Sherry Cordova

RE: Greater Yuma Port Authority

Dear Mayor Nicholls, Chairman Porchas, and Chairwoman Cordova:

The City of San Luis at its next Council Meeting of September 13, 2023, will be considering withdrawing from the Greater Yuma Port Authority. In September of 2000, the City of San Luis joined with the City of Somerton, the County of Yuma, and the Cocopah Indian Tribe in an intergovernmental agreement to form the Greater Yuma Port Authority (“GYPA”). Currently the members of GYPA include the City of San Luis, the City of Yuma, Yuma County and the Cocopah Indian Tribe.

GYPA was founded with the purposes of 1) constructing operating and maintaining and international port of entry in coordination with Federal agencies; 2) establishing and maintaining a foreign trade zone or expansion zone; 3) acquiring land in an economically depressed area and encouraging businesses to locate there; 4) providing employment opportunities for low-income residents and improving economic conditions in the area; and 5) improving the flow of transportation in and around the area.

Almost a quarter century later, GYPA has finished developing the last acreage under its control. The port of entry has been built. Businesses have located in the industrial park developed by GYPA. And transportation elements have been developed. As Mayor, I am appreciative of our governmental partners in this endeavor.

Pursuant to Section 5.5 of the Fourth Amended and Restated Bylaws of GYPA, any member may at any time voluntarily withdraw and be entitled to repayment without interest of the member’s capital contribution, payable over a three-year term. (A withdrawing member may elect to remain as a non-voting member in accordance with the provisions of Section 5.5).

The City of San Luis has several competing needs for capital improvements, and it is unclear that it is in the City's best interest that it continues to invest in GYPA now that the mission for which it was founded has been accomplished. Hence, consideration of the matter of possible withdrawal and a return of the capital contribution.

Again, I am grateful for our partners and this excellent example of how governments in Yuma County can work together. It is hoped that this spirit of cooperation can continue in future endeavors.

Sincerely,



Nieves Riedel
Mayor of the City San Luis, Arizona

c File



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. M.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2288. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, renaming the city building at 800 East Cesar Chavez Boulevard, the Fernando Padilla City Building, repealing conflicting provisions, and providing for severability. **(Jenny Torres, Acting City Manager)**

SUMMARY:

Resolution No. 2288 renames the Fernando Padilla Community Center to the Fernando Padilla City Building. The building no longer functions as a community center. Now, it functions to conduct the City of San Luis business with the city's internal support services of Human Resources (HR) and Information Technology (IT). See attached the August 11, 2023, press release with the photo.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2288.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: See the Fiscal Impact Statement

CITY/STATE/FEDERAL FUNDS: See the Fiscal Impact Statement

TOTAL: See the Fiscal Impact Statement

BUDGETED AMOUNT: See the Fiscal Impact Statement

AVAILABLE AMOUNT TO TRANSFER: See the Fiscal Impact Statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See the Fiscal Impact Statement

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

The only cost associated with the change is to change the lettering on the building. If the lettering can be matched, the city would need to purchase 5 more letters.

Attachments

Resolution No. 2288 Renaming the Fernando Padilla Community Center

Press Release



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2288

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, RENAMING THE CITY BUILDING AT 800 EAST CESAR CHAVEZ BOULEVARD THE FERNANDO PADILLA CITY BUILDING. REPEALING CONFLICTING PROVISIONS AND PROVIDING FOR SEVERABILITY.

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

Section 1: The building belonging to the City of San Luis on 800 East Cesar Chavez Boulevard shall be renamed the "Fernando Padilla City Building."

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 and any other resolution, order, ordinance, 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, paragraph, sentence clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this resolution.

[Intentionally left blank, signature page follows.]

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

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Posted on: August 11, 2023

Human Resources and Information Technology Relocate

San Luis, Arizona — The City of San Luis Human Resources Department and Information Technology have relocated to the Fernando Padilla Building at 800 E. Cesar Chavez Blvd. and will operate from 8:00 a.m. to 5:00 p.m., Monday to Friday.





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. N.

Meeting Date: 09/13/2023

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 prosecutor vacancy and whether to continue the position as a full-time city employee in the classified service or return to a part-time, outsourced independent contractor. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The staff from the Prosecutor's Office have notice of this item. If they are present at the Council Meeting for this item and want to be heard, they should be heard as a courtesy since it may affect them.

Background

The Office of City Prosecutor is a division under the Office of the City Attorney.

In August 2015, the City of San Luis switched from contracting an attorney in private practice to employing an in-house prosecutor. Since September 8, 2023, an attorney in private practice has been covering the position on a 90-day contract (expiring December 6, 2023) due Prosecutor de la Vara accepting a position with the Yuma County Attorney's Office.

What the Prosecutor Does

Prosecutors have the duty to serve justice and fairness.

Prosecution

The City Prosecutor is an attorney who enforces the laws within the jurisdiction of the San Luis Municipal Court (these are the criminal misdemeanors and contested tickets within the San Luis City Limits). The practice of law is divided into criminal and civil law Prosecutors deal with criminal law and do not litigate civil lawsuits.

The Prosecutor handles all aspects of the cases. Based on the facts, the law, and the rules of procedure, the Prosecutor decides whether a criminal matter should be charged and, if so, what should be charged. The Prosecutor also decides (on the same criteria) whether a contested case should proceed to court. From there, the Prosecutor may need to create or amend charging documents, produce timely motions, and attend hearings on such documents. If the charges are contested, the law requires a pre-trial (a settlement conference) with the defendant or, if represented, with the defendant's attorney. If it settles, the Prosecutor may prepare a plea agreement or review with the defense attorney to be sure it complies with the agreement and with constitutional and other legal standards. If it doesn't settle, then there is trial preparation. Interviewing Police, other witnesses, and the victims of the crime, determining what documents and physical evidence might be needed and what witnesses could introduce the various types of evidence. If the verdict is for the prosecution, there are sentencing recommendations and evidence of the restitution owed to the victims.

Victim Services

In all the crucial steps to prosecution, the victims of the crimes must be informed. Arizona's law requires prosecutors to maintain a victim services program.

No matter whether an employee or a contractor holds the position, the above responsibilities are the obligations of the Prosecutor.

Cost Comparison for Services

In-House Prosecutor (Full-Time)

- The Prosecutor put in more than 40 hours per week as an exempt employee. Over the last 8 years, the Paralegal also put in more than 40 hours per week. For the fiscal year ending June 30, 2023, she worked 355.33 hours overtime. Since July 1, 2023, she has put in 74 hours overtime.
- In addition to performing the above-described duties, the in-house Prosecutor:
 - made himself available for calls from San Luis Police at all times, including nights, weekends, and holidays.
 - prepared training and presented them (along with the Paralegal) to the Police on report writing and preparation for trial.,
 - created an ordinance where there was a gap in the misdemeanors in the City Code and the Arizona Statutes and
 - spoke and wrote fluent Spanish and did not need the services of an interpreter to meet with Spanish-speaking witnesses, victims, or defendants or to read witness statements in Spanish.

For the fiscal year ending June 30, 2023, the Prosecutor Division with the salary and benefits of the Prosecutor, the Paralegal, and the Legal Secretary and the maintenance and supplies for the office totaled \$343,623.55.

Outside Prosecutor (Part-Time)

The outside Prosecutor would use his or her own office and staff and not the city's.

- Private attorneys' time will be divided between San Luis prosecution and their private clients.
- Advising and providing training to the San Luis police is not expected. Attorneys have legal ethical duties of loyalty to former clients. It wouldn't be feasible for the contracted attorney to screen urgent calls from Police in the field to determine whether a former client is involved. Training might be a possibility, probably for added cost.
- Most of the local private attorneys who practice criminal law are bilingual. Those who are not bilingual have support staff who are.

In Yuma County, Wellton and Somerton have outside counsel. They charge \$260.00 and \$265.00 per hour, respectively. Assuming 20 hours per week, 52 weeks per year, that would be approximately \$270,400.00 and \$275,600.00 yearly, respectively (Somerton also pays for Westlaw or Lexis, online legal research platforms-prices vary depending on the tools and resources selected. San Luis pays \$8,436.00 per year per attorney user; support staff is free). Wellton may have to pay for travel since their attorney is Phoenix-based. Both Wellton and Somerton have less population than San Luis, and their Municipal Courts are less busy. I have received a non-binding verbal quote from a local attorney who would contract for a flat fee of \$150,000.00 per year without the assistance of city staff.

In Arizona: Of the six (6) cities with a population similar to San Luis, only two (2) cities contract out for the prosecutions. Sierra Vista uses the County Prosecutor. El Mirage, for a flat fee of \$120,000.00 plus an additional charge for their subcontracted transcription and translation from Spanish to English of police interviews as needed for the court. San Luis also uses a transcription-translation service because certified translators are required for court documents. For the City of San Luis, transcription-translation services cost \$9,344.23 for the fiscal year that ended June 30, 2023. So, El Mirage may be about \$130,000.00 per year without the assistance of city staff.

Other Considerations

Only in-house prosecutors have access to specialized training and networking on the prosecution and police advice side of criminal law practice through the Arizona Law Enforcement Legal Advisors Association. Despite Mr. de la Vara's decades of criminal law practice, he learned from being a part of the association and attending their free training.

Outside prosecutors are responsible for carrying insurance and any liability they create due to their own negligence, etc. In-house prosecutors would be on the AMRRP policy with the city.

Suggested Motion

A vote in favor of the suggested motion would change the position to an independent contractor.

A vote against the suggested motion would leave the position as an employee in the classified service.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROSECUTOR'S POSITION AS INDEPENDENT CONTRACTOR AND TRANSFER THE BUDGET FOR THE POSITION TO PROFESSIONAL SERVICES.

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):

We have budget allocated for the Prosecutor position. Whether the prosecutor's office is in-house or outsourced, the funds budgeted for the position will be used. If council approves filling vacancy with an independent contractor we need authorization to move the budget for this position from the salary line to the Contractual Services line.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. O.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2289. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, to designate official places for posting the city's public notices. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Background

On September 23, 2015, with Resolution No. 1112, the City Council designated three (3) physical places (City Hall, the Police Station in the City Hall Complex, and the Fernando Padilla Community Center / City Building for posting the official notices of the city. Since August 11, 2023, the Fernando Padilla Community Center / City Building no longer functions as a community center. It now houses the city's internal services, Human Resources (HR), and Information Technology (IT).

Resolution No. 2289

Resolution No. 2289 keeps the official notice locations at City Hall and the Police Station, but substitutes the San Luis Municipal Court for the Fernando Padilla Community Center / City Building. Recent foot traffic counts at the Municipal Court show that there are about 80 people per day through the Municipal Court. So, the city's notices will get public visibility there.

In addition, the City has been posting public notices on the city's website. This resolution includes posting on the city's website.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2289 DESIGNATING THE PLACES FOR OFFICIAL NOTICES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no discernable fiscal impact to this item as it merely substitutes one physical official notice place for another.

Attachments

Resolution No. 2289 Places to Post Notices



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO DESIGNATE OFFICIAL PLACES FOR POSTING THE CITY'S PUBLIC NOTICES.

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

Section 1: The following posting places are hereby confirmed and designated as the only official posting places for the City of San Luis, Arizona public notices;

1. San Luis City Hall, at 1090 East Union Street, San Luis, Arizona;
2. San Luis Police Department, at 1030 East Union Street, San Luis Arizona;
3. Fernando Padilla Community Center, and
4. The City of San Luis website www.cityofsanluis.org.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 09/13/2023

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

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

Discussion and possible action to hold an executive session under A.R.S. §§ 38-431.03(A)(1) for discussion concerning the employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of the part-time Assistant City Attorney; under A.R.S. §§ 38-431.03(A)(2) for discussion or consultation for legal advice with the City Attorney; under A.R.S. §§ 38-431.03(A)(4) for discussion or consultations with the City Attorneys in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. **(Mayor Nieves Riedel)**

SUMMARY:

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

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A) SUBSECTIONS (1), (3) and (4).

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

There is no fiscal impact associated with this item because A.R.S. § 38-431.03(D) states "Legal action involving a final vote or decision shall not be taken at an executive session[.]"

Attachments

Asst. City Attorney Employment Contract
2017-07-28 Agenda Item Adopting Contract

EMPLOYMENT AGREEMENT

This Agreement is made this 28th day of June, 2017, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Glenn Gimbut, referred to in this Agreement as "Assistant City Attorney." This Agreement is to take effect from and after July 1, 2017.

In consideration of the mutual covenants, agreements and promises provided herein, the sufficiency of which is expressly acknowledged, City and City Attorney agree as follows:

SECTION I TERM AND NATURE OF EMPLOYMENT

At present time Glenn Gimbut is employed as Assistant City Attorney as a part time employee and has been so employed since October 16, 2015. As a part time employee he has been paid an hourly rate. The purpose of this agreement is confirm the hourly rate basis upon which he has been paid since that date.

SECTION II HOURS OF WORK

During the Agreement Period, the Assistant City Attorney shall be a part time employee. City agrees that Assistant City Attorney may perform private legal work.

SECTION III DUTIES

The Assistant City Attorney shall represent the City in its legal affairs and provide legal advice and counsel to the City of San Luis, under the supervision and direction of the City Attorney. The Assistant City Attorney shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying his position as a legal officer of a political subdivision.

SECTION IV RATE OF COMPENSATION

- A. The Assistant City Attorney shall be entitled to an hourly wage of \$64.15, payable bi-weekly.
- B. City agrees to provide a cell phone and a tablet to Assistant City Attorney in the same manner as it does for department heads of the City.
- C. The Council may review, evaluate, and complete the evaluation of the performance

of the Assistant City Attorney from time to time during the term of this Agreement. The structure and timing of such review and evaluation, as well as any adjustment in compensation, shall be in the sole discretion of the City Council.

D. The Council agrees to budget and pay for the professional dues and subscriptions of the Assistant City Attorney for his continuation and participation in the State Bar of Arizona and national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City. The Council also agrees to budget and to pay for the travel and subsistence expenses of Assistant City Attorney to attend short courses, institutes, seminars, and conferences as the Council deems appropriate and that is necessary for his professional development, to meet his continuing legal education requirements, and for the good of the City.

E. Unless otherwise stated herein, Assistant City Attorney shall be entitled to all other employment benefits provided for part time employees of the City.

SECTION V EXPIRATION OR TERMINATION OF THIS AGREEMENT

A. City Attorney may resign from his employment at any time upon the giving of at least thirty (30) days written notice to the Mayor and Council, unless the parties otherwise agree.

B. City Council agrees to give Assistant City Attorney at least thirty (30) days written notice of termination, unless the parties otherwise agree.

C. Upon termination, City Attorney shall only be entitled to compensation earned to the effective date of termination.

SECTION VI CONTRACT TERMS TO BE EXCLUSIVE

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

SECTION VII
WAIVER OR MODIFICATION INEFFECTIVE
UNLESS IN WRITING

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

SECTION VIII
CONTRACT GOVERNED BY LAW OF
STATE OF ARIZONA

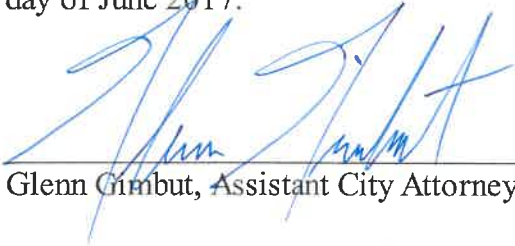
- A. The parties agree that it is their intention and covenant that this Agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other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

- B. In the event that the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this Agreement, Assistant City Attorney agrees to sign said agreement and be bound by the same.

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

[Intentionally left blank, signatures continue on next page]

In witness whereof, the City of San Luis, Arizona has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Deputy Clerk, and Glenn Gimbut, Assistant City Attorney, has signed and executed this Agreement at 1090 E. Union Street, San Luis, Arizona on the 29th day of June 2017.



Glenn Gimbut, Assistant City Attorney

City of San Luis, Arizona



Gerardo Sanchez, Mayor

Attest:

Approved as to form:



Sonia Cornelio, City Clerk



Kay Marien Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. C.

Meeting Date: 06/28/2017

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 directions to staff on any and all matters regarding Assistant City Attorney Glenn Gimbut's proposed Employment Contract to clarify that he is a part-time hourly employee. (**Kay Marion Macuil, City Attorney and Glenn Gimbut, Assistant City Attorney**)

SUMMARY:

At present time Glenn Gimbut is employed as Assistant City Attorney as a part-time employee and has been so employed since October 16, 2015. As a part-time employee he has been paid an hourly rate. The purpose of this agreement is to confirm the hourly rate basis upon which he has been paid since that date and to replace the prior agreement to make that more clear.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE EMPLOYMENT CONTRACT AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$100,430
BUDGETED AMOUNT:	\$100.430
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Part-time Hourly 100-117-500005 Balance N/A Fiscal Year 2017-2018 has not yet started

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

Budgeted amount of \$10,430 includes the rate of \$64.15 per hour, 25 hours/ week plus the employer-paid alternate contribution rate paid for all returning retirees under ARS §38-766.02(A) and payroll expenses.

The text of the contract is changed only for the purposes of confirming that this part-time position is on an hourly rate as it has been since October 16, 2015. The hourly rate has not changed.

Attachments

Employment Contract for Glenn Gimbut

Arizona Law on Employer-Paid Alternate Retirement Contribution
