



## 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, October 25, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 25 de Octubre del 2023. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**October 25, 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. PROCLAMATIONS**

- 5. A.** Extra Mile Day November 1, 2023
- 5. B.** Alzheimer's and Caregiver Awareness Month November 2023
- 5. C.** National Diabetes Month November 2023
- 5. D.** National Runaway Prevention Month - November 2023

**6. CONSENT AGENDA**

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

**6. A. Minutes of**

- Special Council meeting held September 25, 2023
- Regular Council meeting held September 27, 2023

**6. B. DISBURSEMENTS FROM OCTOBER 6, 2023 TO OCTOBER 17, 2023**

Total \$1,159,371.52

(One Million, One Hundred Fifty-Nine Thousand, Three Hundred Seventy-One Dollars and Fifty-Two Cents)

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

**7. A.** Discussion and possible action on any and all matters regarding the dedication of Fire Station #2 to Robert Fernandez. **(Angel Ramirez, Fire Chief)**

**7. B.** Discussion and possible action on any and all matters regarding the bid acceptance and award of a construction contract to Taylor Engineering, P.L.L.C. for the East Wastewater Treatment Plant Improvements Project. **(Jorge Perez, Assistant Director of Public Works)**

**7. C.** Discussion and possible action on any and all matters regarding the awarding of a construction services contract to Taylor Engineering, P.L.L.C. for the replacement of five (5) sanitary sewer manholes located near Hidalgo Ave and Cesar Chavez Boulevard. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

**7. D.** Discussion and possible action on any and all matters regarding (1) the City of San Luis as Fiscal Agent considering expenditures from the funds of the 4FrontED Binational Program to pay for an Executive Director conditioned on authority being granted under the terms of the 4FrontED Binational Intergovernmental Program intergovernmental agreement; (2) the City of San Luis as one member of the 4FrontED Binational Program consider continuing the Independent Contract for the Executive Director, Nazzer O. Mendez. **(Jenny Torres, Acting City Manager)**

**7. E.** Discussion and possible action on any and all matters regarding authorization to accept service agreement and enter into a contract with Precision Protective Security Services Inc. for traffic control. **(Nigel Reynoso, Acting Chief of Police)**

**7. F.** Discussion and possible action on any and all matters regarding Campesinos Sin Fronteras' Free and Open to the Public Event Dia del Campesino in San Luis, Arizona and the City of San Luis contribution towards this public service. **(Lizette Varela, Assistant Director of Parks & Recreation)**

**8. BOARD OF ADJUSTMENT  
MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF  
ADJUSTMENT**

- 8. A.** Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0439 - Iglesia de Cristo. A request by Rivera Studio, Inc., on behalf of Iglesia de Cristo, for a Variance from the City Code Chapter 18.75 - Table No. 15 to reduce the required parking spaces from 9 to 6 on property located at 1050 E. Arizona Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

- A. Open Public Hearing
  - 1. Presentation by staff and/or applicant
  - 2. Call to the public on this item
- B. Close Public Hearing
- C. Action on Variance Case No. 2023-0439

**9. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY  
COUNCIL**

**10. DISCUSSION AND POSSIBLE ACTION ITEM:**

Public Hearing followed by discussion and possible action on any all matters regarding Conditional Use Permit Case No. 2023-0387 - Iglesia de Cristo. A request by Rivera Studio, Inc., on behalf of Iglesia De Cristo, for a Conditional Use Permit to allow the expansion of a religious institution established at 1050 E. Arizona Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

- A. Open Public Hearing
  - 1. Presentation by staff and/or applicant
  - 2. Call to the public on this item
- B. Close Public Hearing
- C. Action on Conditional Use Permit Case No. 2023-0387

**11. SUMMARY OF CURRENT EVENTS**

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

**12. ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**5. A.**

Meeting Date: 10/25/2023

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Title:

Extra Mile Day November 1, 2023

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## Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**EXTRA MILE DAY**  
**November 1, 2023**

**WHEREAS**, San Luis, Arizona, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**WHEREAS**, San Luis, Arizona, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

**WHEREAS**, San Luis, Arizona, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile”, in order to make a difference and lift up fellow members of their community; and

**WHEREAS**, San Luis, Arizona, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 1, 2023, as “**Extra Mile Day**” and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated this 25<sup>th</sup> day of October 2023.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. B.**

Meeting Date: 10/25/2023

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Title:

Alzheimer's and Caregiver Awareness Month November 2023

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## ALZHEIMER'S AND CAREGIVER AWARENESS MONTH November 2023

**WHEREAS**, the City of San Luis recognizes the importance of Alzheimer's and related dementia care; and

**WHEREAS**, Alzheimer's and related dementias have a significant impact on the health and wellbeing of our residents; and

**WHEREAS**, more than 150,000 Arizonans live with Alzheimer's, which is the 4th leading cause of death in the state; and

**WHEREAS**, more than 257,000 Arizonans provide 501,000,000 hours in unpaid care to their loved ones living with dementia; and

**WHEREAS**, Arizonans are actively engaged in educating about the disease, advocating for a proper continuum of care, and improving the training and care of patients with Alzheimer's disease and related dementias; and

**WHEREAS**, the City of San Luis supports an Arizona without Alzheimer's, addressing this public health crisis.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim November 2023, as "**Alzheimer's and Caregiver Awareness Month**", in this community and encourage all our residents to learn about Alzheimer's, related dementias and patient care.

**DATED** this 25<sup>th</sup> day of October 2023.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. C.**

Meeting Date: 10/25/2023

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Title:

National Diabetes Month November 2023

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## Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## NATIONAL DIABETES MONTH November 2023

**WHEREAS**, in the United States, nearly 30 million people - including approximately 500,000 children and adults in Arizona - have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and

**WHEREAS**, an additional 86 million people in the United States are at risk for developing type 2 diabetes; and

**WHEREAS**, recent estimates project that as many as one in three American adults will have diabetes in 2050 if current trends continue; and

**WHEREAS**, an increase in community awareness is necessary to put a stop to the diabetes epidemic.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim November 2023, as “**National Diabetes Month**” and encourage all Americans to recognize National Diabetes Month and be part of the American Diabetes Association’s Stop Diabetes movement to confront, fight and most importantly, change the future of this deadly disease.

**DATED** this 25<sup>th</sup> day of November 2023.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**5. D.**

Meeting Date: 10/25/2023

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Title:

National Runaway Prevention Month - November 2023

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## Attachments

Proclamation

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# *Proclamation*

## **NATIONAL RUNAWAY PREVENTION MONTH November 2023**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, the future well-being of our nation is dependent on the value we place on our young people. We must provide opportunities for youth to acquire the knowledge, skills and abilities necessary to develop into healthy and productive adults; and

**WHEREAS**, the young people with the least access to these essential opportunities and support are those in runaway and homeless situations; and

**WHEREAS**, in a one-year period, it is estimated that between 2.8 and 16.6 million youth run away nationwide; and

**WHEREAS**, through this public awareness campaign designed to shine a line on the experience of runaway and homeless youth that too often remain invisible, we can prevent the situations that compel youth to run away from home.

**WHEREAS**, PREVENTION: means assisting youth in discovering the delicate balance of life-saving skills; AWARENESS: what it means to run away and why running away will not solve their problems, how to build a safety net of trusted people and organizations to turn to for help; COMMUNICATION: how to speak and listen effectively; and STRESS MANAGEMENT: how to reduce or manage stressors and solve problem.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 2023, as “**National Runaway Prevention Month**” and encourage the community to join us in celebrating this occasion.

Dated this 25<sup>th</sup> day of October 2023.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. A.

Meeting Date: 10/25/2023

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#### Summary

##### **Minutes of**

- Special Council meeting held September 25, 2023
  - Regular Council meeting held September 27, 2023
- 

#### Attachments

9/25/2023 SCM

9/27/2023 RCM

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**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**September 25, 2023**  
**6:00 p.m.**

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

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

**PRESENT:** Mayor Nieves Riedel  
Vice Mayor Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Matias Rosales  
Council Member Gloria Torres  
Council Member Javier Vargas

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

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Melissa Lopez, Deputy City Clerk  
Adela Cortez, Director of Human Resources  
Alvaro Escalante, Parks Supervisor  
Angel Ramirez, Fire Chief  
Antonio Maldonado, Video Production Specialist  
Ariana Gonzalez, Graphics & Media 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  
Nigel Reynoso, Administrative Lieutenant  
Olivia Jenkins, Operations Coordinator  
Ruben Lopez, I.T. Technician  
Albert Leon, Resident  
Mark Concha, Resident  
Najeh Edais, Edais Engineering

## 2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

## 3. DISCUSSION AND POSSIBLE ACTION ITEMS:

**3. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0295F - Los Mezquites Townhomes Final Plat. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Townhomes 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)**

Mayor Nieves Riedel declared a conflict of interest and abstained from participating in this item. She asked Vice Mayor Luis E. Cabrera to take over the item.

Mr. Jose Guzman, Director of Planning & Zoning, explained that this request is from Mr. Najeh Edais for the final plat of Los Mezquites Townhomes. The subdivision is 4.65 acres and will be divided into 46 lots ranging in size between 2,900 to 5,600 square feet. Four (4) tracts are proposed to comply with the required open space and amenities needed for this type of development. The proposed use is consistent with the Zoning and General Plan. This property is part of the development agreement approved by the City Council, and the owner must comply with all the conditions. They have submitted the revised plans, and are being reviewed by staff. Staff recommends approval with the condition that the applicant addresses the comments, comply with the development agreement approved by Resolution No. 2204, comply with the traffic lights as part of the traffic study and that Los Mezquites Unit 3 subdivision plat be recorded prior to the recordation of Los Mezquites Townhome Final Plat. The applicant is in agreement with the conditions.

**MOTION:** Council Member Javier Vargas/Council Member Maria Cecilia Cruz to approve Subdivision Case No. 2023-0295F with conditions as presented by staff. 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 Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

**3. B. Discussion and possible action on any and all matters regarding the authorization to reallocate Council Contingency Funds for Landscaping Improvements for the Fernando Padilla City Building and San Luis Fire Station No. 2. (Lizette Varela, Assistant Director of Parks & Recreation)**

Ms. Lizette Varela, Assistant Director of Parks & Recreation, stated that staff is asking for the reallocation of council contingency funds for landscaping improvements to the Fernando Padilla City Building and the San Luis Fire Station No. 2. The exterior of these buildings was not contemplated and funds were not allocated for the landscape. The flagpole for San Luis Fire Station No. 2 was mentioned on the agenda item; however, it was excluded due to engineering costs and permits. The flagpole installation is not included in the total amount of \$29,231.71. The Fire Department will present the flagpole item separately at a future meeting. Parks staff will complete the landscape projects and eliminate the labor cost. The projects will be completed within six (6) to eight (8) weeks once staff initiates it upon approval of the reallocation of council contingency funds.

Mayor Nieves Riedel commented that since staff will work on these projects, the city saves approximately 50% to 60% of the costs.

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve the Landscape Improvement Project for the Fernando Padilla City Building in an amount not to exceed \$11,815.00 and transfer the budget from Council Contingency to the General Ledger account shown in the fiscal impact. Motion passed unanimously.

The vote was as follows:

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

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve the Landscape Improvement Project for Fire Station No. 2 in an amount not to exceed \$17,510.00 and transfer the budget from Council Contingency to the General Ledger account shown in the fiscal impact. Motion passed unanimously.

The vote was as follows:

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

**3. C. Discussion and possible action on any and all matters regarding a 12-month lease agreement on a 2024 Peterbilt Solid Waste Side Loader Truck with Rush Refuse Systems. (Manuel Hernandez, Acting Assistant Director of Public Works)**

Mr. Manuel Hernandez, Acting Assistant Director of Public Works, mentioned that this is a 12-month lease agreement for a 2024 Peterbilt Solid Waste Side Loader Trash Truck rental.

**MOTION:** Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve a 12-month lease agreement on a 2024 Peterbilt Solid Waste Side Loader Truck, not to exceed \$100,800.00, and waive formal procurement procedures. Motion passed unanimously.

The vote was as follows:

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

**3. D. Discussion and possible action on any and all matters regarding the engagement of James Davey and Associates, Inc. and budget transfer for the conceptual design of 6th Avenue and County 22nd Street. (Eulogio Vera, Director of Public Works)**

Mr. Eulogio Vera, Director of Public Works, explained that the Public Works Department was tasked to look into a conceptual design for 6<sup>th</sup> Avenue, connecting Union Street to County 22<sup>nd</sup> Street. This is a large project because it crosses the east main canal and the main drain. Staff reached out to James Davey, one of the city's consultants, who works the most with the Yuma County Water Users' Association since they maintain both facilities. A proposal was received from James Davey and Associates for less than \$42,000.00 for the 30% design for 6<sup>th</sup> Avenue, then, they will provide a 15% design and master plan for County 22<sup>nd</sup> Street. Staff is asking for a budget transfer to cover those expenses since it was not a budgeted item.

Mayor Nieves Riedel commented that she is aware the city does not have money; however, it is good to plan for the future. She has plans on how to get money to the city. It is better to be prepared than to leave it for the last minute. While it is going to be expensive, it will not be impossible to accomplish.

Mr. Vera added that another thing that is critical about doing this and will help for planning is coming up with the right-of-ways.

**MOTION:** Council Member Gloria Torres/Vice Mayor Luis E. Cabrera move to engage James Davey and Associates, Inc., for the conceptual design services of 6<sup>th</sup> Avenue in the amount of \$41,930.00 and approve the budget transfer as presented in this agenda item. Motion passed unanimously.

The vote was as follows:

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

**3. E. Discussion and possible action on any and all matters regarding Resolution No. 2291. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring that the City Council deems the granting of a franchise with Southwest Gas Corporation beneficial for the City of San Luis; ordering an election to be held on March 12, 2024, at which election there shall be submitted to the voters of the City of San Luis whether said franchise shall be granted to Southwest Gas Corporation. (Melissa Lopez, Deputy City Clerk)**

Ms. Melissa Lopez, Deputy City Clerk, stated that this resolution is to publish a Call of Election for the Special Election to be held on March 12, 2024. She added that although the publication of a Call of Election is optional, it has been customary for the City of San Luis to publish the Call of Election, as this is a good way to inform the City of San Luis citizens that an election will be held.

Council Member Matias Rosales asked who would pay for this election.

Ms. Lopez responded that Southwest Gas will pay for it.

Council Member Gloria Torres, what is the cost of a special election.

Ms. Lopez replied that approximately \$40,000.00.

Mayor Nieves Riedel commented that one of the things that Southwest Gas Corporation does not want is to have an election at the same time or month as the city; the city might go with a property tax election and they think having two (2) elections might be confusing for voters.

Ms. Jenny Torres, Acting City Manager, added that the information provided by Southwest Gas stated that Southwest Gas will pay 50% of the election cost.

Council Member Matias Rosales asked what the rush is to move it up versus having it in the regular election cycle, he added they must not want it to be with the rest of the items on the ballot.

Mayor Nieves Riedel asked if this item could be continued to a Work Session because the property tax is a must for her, and the city comes first.

Ms. Kay Macuil, City Attorney, stated that the current Southwest Gas Franchise Agreement expires on May 26, 2024, so the city will need to have something in place. She added that Ms. Torres has it in writing, and Southwest Gas will pay only 50% of the cost for the election.

**MOTION:** Mayor Nieves Riedel/Vice Mayor Luis E. Cabrera to continue this item.  
Motion passed unanimously.

The vote was as follows:

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

**3. F. Discussion and possible action on any and all matters regarding Ordinance No. 445. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Chapter 6.05 Animal Control of the City of San Luis by adding provisions for definitions and licensing; providing for penalties; repealing any conflicting provisions; and providing for severability. (Nigel Reynoso, Administrative Lieutenant)**

Mr. Nigel Reynoso, Administrative Lieutenant, explained that this is an amendment to Chapter 6.05 Animal Control of the City Code. The City Council approved Resolution No. 2278 on January 28, 2023. The ordinance allows the city to handle dog licensing and pet dogs within the city limits rather than relying in the Yuma Humane Society. Currently, there have not been any restrictions for any dogs, but the purpose of having a dog license is to ensure that dogs are properly vaccinated against rabies.

**A. Action on reading Ordinance No. 445 by title only**

**MOTION:** Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve the reading of Ordinance No. 445 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 Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

Ms. Melissa Lopez, Deputy City Clerk, read Ordinance No. 445 by title only.

#### **B. Action on Ordinance No. 445**

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Ordinance No. 445 as presented. Motion passed unanimously.

The vote was as follows:

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

#### **4. ADJOURNMENT**

**MOTION:** Vice Mayor Luis E. Cabrera/Mayor Nieves Riedel to adjourn the Special Council meeting at approximately 6:22 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 Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

**APPROVED:**

---

Nieves Riedel, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on September 25, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

---

Sonia Cornelio, City Clerk

**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**September 27, 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 Gloria Torres

**ABSENT:** Council Member Matias Rosales  
Council Member Javier Vargas

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Melissa Lopez, Deputy City Clerk  
Adela Cortez, Director of Human Resources  
Angel Ramirez, Fire Chief  
Antonio Maldonado, Video Production Specialist  
Ariana Gonzalez, Graphics & Media Specialist  
Candy Lara, Records Management Specialist  
Domingo Sosa, Graphics and Media Specialist  
Eulogio Vera, Director of Public Works  
Francia Alonso, Public Information Officer  
Jonathan Dumadag, Systems Administrator  
Jorge Perez, Assistant Director of Public Works  
Jose Guzman, Director of Planning & Zoning  
Lizette Varela, Assistant Director of Parks & Recreation  
Manuel Hernandez, Acting Assistant Director of Public Works  
Monica Castro, Director of Finance  
Nigel Reynoso, Administrative Lieutenant  
Olivia Jenkins, Operations Coordinator  
Ruben Lopez, I.T. Technician  
Alberto Leon, Resident  
Arianna Gonzalez  
Christian Cuevas, Simultaneous Translator  
Columba Nunez, Resident  
Elizabeth Carpenter, Developer  
Fabher Sanchez, Resident

Frank Rascon, Resident  
Guillermina Fuentes, Resident  
Jerry Cabrera, Elevate Southwest  
Jose Ponce, Resident  
Lizeth Servin, Resident  
Luis Marquez, Resident  
Manuel Castro, Gethsemani Church  
Mark Concha, Resident  
Ruben Walshe, Resident  
Tori Bourguignon, Amberly's Place  
Vianey Vega, Vega & Vega Engineering  
Yolanda Urias, Resident

## **2. PLEDGE OF ALLEGIANCE**

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

## **3. INVOCATION**

Pastor Yolanda Urias – Centro Misionero Yihre, led the invocation.

## **4. CALL TO THE PUBLIC**

Mayor Nieves Riedel informed that Mr. Ortiz, the applicant for Item No. 8, has withdrawn his petition, and the item will not be discussed. Some members of the public received a notification letter about the item and although the item will not be discussed, those people are welcome to stay to listen to the Council meeting.

She added that there is a controversy in Call to the Public, and there are two (2) groups in favor of and against the situation with Mr. Castro and the Gethsemani Church. In consideration of the city employees's time, since they have started their shift at 6:00 a.m., 7:00 a.m., or 8:00 a.m., and due to the long agenda, Mayor Nieves Riedel suggested appointing one (1) person from each group to address the Mayor and City Council in five (5) minutes.

Ms. Angelica Torres, 992 Babbitt Lane, San Luis, AZ, stated that Mr. Manuel Castro, who is the pastor, came to knock on the door of the neighbors on September 20, 2023, to those who came to the council meeting on September 13, 2023, to make a proposal for them to support him so that the trailer can be allowed at the church for one (1) or two (2) hours. She and the neighbors disagree because the trailer is a danger, and once an accident happened, he has to respect that there is an ordinance. They are doing very well without noise or danger and do not agree that he leaves the trailer again. He has to obey, that's enough, and asked Mr. Castro to please not bother her anymore because their answer is no, no more trailers. Mr. Manuel Castro posted on Facebook that he had signatures that his ministry was collapsing. They are pure signatures obtained from people who do not live near the church and do not really know what is happening, and like all the time, they are pure business. The signatures that matter are those of the area near the church and those who live there.

Now that the trailer is gone and there are no sales, they live comfortably without noise and danger. Not only did it knock down the fence of her house, but the trailer entered her property, and it was 1 ½ meters away from entering her living room. Her granddaughter, 20 minutes before, was playing, so no more trailers be allowed for one (1), two (2) hours, one (1) minute, or one (1) second. Nobody is taking away his ministry, but he can relocate to a non-residential commercial area since where they live is a residential area.

Mr. Manuel Castro, Gethsemani Church, stated that he is present to respond to the complaints made in the last session against his community assistance program. He is not here to question or contradict such complaints or defend himself. He only came to ask for understanding and help to continue his ministry of helping communities. He knows they will tell him they are not stopping him, but stopping his truck from entering to unload on his property is the same as stopping him. He respects the City Council's way of seeing things, but he wanted to say two (2) things. First, he would like to apologize to all of you and the neighbors, whom he caused a lot of discomfort for a long time by neglecting their comfort and the image of their area, which he promise to take care of and not repeat the same things. In fact, he already went to the main victims to ask for an apology. Mr. Daniel Padilla was courteous and noble in accepting his apology and that his truck could have permission to enter and unload only, for which he sincerely appreciates, and he promises to comply with this provision on time if the City Council allows it.

Next, he asked for the City Council's support to allow him to enter the trailer, unload, and immediately leave the church parking lot. He quoted Section 10.15.250 of the City Code, which describes that there is an exception for trucks to enter residential areas to load or unload only. However, the city has advised him that this code does not apply to him because they are selling. He said they are not a store, a market, nor are they selling the products. It is true that a small donation is requested for some products, but it is to cover the impact of the expenses of the same food and to support the program. But there are many witnesses who can say that all the seasonal vegetables were donated free of charge. When he receives tomatoes, no one can say he is selling them when he asks for a donation of \$2.00 or \$3.00 for a 20-pound box of tomatoes in perfect condition. He is not selling the products; everything is managed based on donations. He has had his ministry for the past 25 years.

He gave some history of the money donations as follows...the first two (2) years, food boxes were delivered to the communities at zero donations. Seeing the need in the community on both sides of the border, he asked people if they would be willing to donate only \$2.00 to continue because the program already seemed unsustainable. People agreed, and it remained that way for more than five (5) years after the inflation and growth in the cost of fuel, drivers, and maintenance, and again, it seemed unsustainable; either they continued or stopped. People agreed to raise the donation to \$5.00 for a food box worth \$50.00 to \$70.00. He added they have been like this until January 2023.

Furthermore, he added that during the pandemic, they did more than 12 drive-throughs with the participation of more than 300 cars in each drive-through, which included four (4) drive-throughs in Somerton, without asking for a monetary donation at all. Later, Ms. Martha from Somerton asked him to continue supporting the residents every two (2) months, and they did so and never ask for a monetary donation.

In Mexico, there were four (4) drive-throughs, and no money was ever asked for. A month ago, on the hottest days, water was given to the local community. Sometimes, he received the trucks with four (4), six (6), or eight (8) pallets of fresh vegetables in perfect condition and has given those away in their entirety. The Senior Center is supported with totally free products; they participate in city parades and give away many products. He has been helping for years in the Safety Day Event and other community programs.

On Thanksgiving, he gives away plates of hot-cooked turkey and free groceries. On Christmas and Children's Day, toys and new and used bicycles are given away. In August, during back-to-school, backpacks and school supplies are given out, and everything is free. Local schools are supported with free water and other products, free of charge.

Two (2) weeks ago, sandwich & hotdog bread and hamburger buns were delivered to several churches in the community completely free of charge. Five (5) Yuma churches are supported every week, totally free. Mr. Castro stated they are living day to day, he is not making money out of this, and every trip is a miracle, and the thousands of pounds are tons of blessings for the people. He is very happy to be able to help families and asked the Mayor and City Council to please not base their decision on the idea that they are marketing or getting rich because that is not the case. A donation is requested, and sometimes, the product is donated to people who express that they do not have a job or have just arrived in our city and cannot afford to donate any money. He can present hundreds of testimonies from families who have been blessed by his ministry. He asked that he be allowed to use Section 10.15.250 of the City Code, to be allowed to enter the parking lot and unload the product that will be given to the community, and will leave immediately. If other codes require compliance, he said he is at the city's service to see those codes and adhere to them if he is guided and helped. All can work together so that its communities continue to be blessed by his ministry. The willingness to unload in a distant or far place and for the product to be transported to the church's parking lot implies having several small vehicles, employees, and gasoline, which they do not have. Allowing the truck to enter the parking lot for only a couple of hours would help a lot, and the neighbors would not be at risk, as the truck would no longer be in the parking lot. He only hopes that there is grace among the City Council and that he can have their favor, with the conditions the city sets for him. He will leave signed petitions that contain almost 500 signatures; he asked the City Council to work with him and help him with this situation.

Mr. Luis Marquez, 1254 America Street, San Luis, AZ, stated that he had known the Pastor for 30 years, and in the 20 years that Mr. Marquez worked for the Police Department, he was one (1) who helped him the most in all his programs such as the cleaning campaigns, bike rides, blood drives and the safety event with 3,000 children.

## **5. PROCLAMATIONS/PRESENTATIONS**

### **5. A. National Custodian Workers Recognition Day October 2, 2023**

### **5. B. Breast Cancer Awareness Month October 2023**

### **5. C. Bullying Prevention Month October 2023**

**5. D. Domestic Violence Awareness Month October 2023**

**5. E. National Community Planning Month October 2023**

**5. F. National Cyber Security Awareness Month October 2023**

Ms. Melissa Lopez, Deputy City Clerk, read the proclamations by title only.

**5. G. Presentation by the Yuma Coalition on the Brownfields to Innovations Districts. (Craig Stoffel, Ayres Associates and Jerry Cabrera, Elevate Southwest)**

Mr. Jerry Cabrera, Elevate Southwest, provided an update on the Ayres Project and the evolution thereof of the coalitions of Brownsfield and where they are at this point. He explained a timeline from 2012 to the present. He stated that the strategic assessment report prepared for the Yuma Multiversity Campus Corporation identified ten (10) strategic recommendations for the Yuma Multiversity Campus (YMVC), now Elevate Southwest. He spoke about the big idea, which consisted of development and enrichment.

Mr. Craig Stoffel, Ayres Associates, stated that this program is an EPA-funded project; the coalition applied and was awarded \$600,000.00 from EPA in 2021, and is used for planning, environmental analysis, and testing. No construction is associated with this project nor cleanup, but look at vacant and underutilized parcels and see the development potential for those. If they are contaminated, what kind of remediation would be required so they can clean them up and redevelop them to get them back into productive use? When the coalition hired Ayres Associates, they were also getting the strategic assessments in place for the multiversity. The original grant focused more on downtown Yuma, and they informed EPA that they had identified a lot more regional entrepreneur ecosystems through the strategic analysis report. EPA approved their revised work plan, which includes San Luis in the Arizona Western College (AWC) campus area. He explained that innovative districts are urban geographies of innovation where strong R&D institutions, companies, and other private actors develop integrated strategies and solutions to develop thriving innovation ecosystems—areas that attract entrepreneurs, startups, and business incubators. His team will be at San Luis City Hall next week, October 5, 2023, to present preliminary ideas and speak to the public about what it is and things they would like to have.

**5. H. Presentation on the community program 78-Crime. (Marco Santana, Patrol Lieutenant)**

Mayor Nieves Riedel commented that this time would be moved to a later council meeting as the presenter was not able to be present due to a family emergency.

## 6. CONSENT AGENDA

### 6. A. MINUTES OF

- Regular Council Meeting held August 23, 2023

### 6. B. DISBURSEMENTS FROM SEPTEMBER 6, 2023 TO SEPTEMBER 19, 2023

- Total \$1,186,537.78

(One Million, One Hundred Eighty-Six Thousand, Five Hundred, Thirty-Seven Dollars and Seventy-Eight Cents)

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Gloria Torres to approve the Consent Agenda as presented. 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 Gloria Torres	Aye

## 7. DISCUSSION AND POSSIBLE ACTION ITEMS:

**7. A. Discussion and possible action on any and all matters regarding Resolution No. 2290. A resolution of the City Council of the City of San Luis, Arizona, approving the First Amendment to the Pre-Annexation Development Agreement San Luis Port II Industrial Park, LLC, as approved by Resolution No. 936; repealing conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)**

Mr. Jose Guzman, Director of Planning & Zoning, stated that Von Verde Development applied for a final plat approval for the Southwest Arizona Industrial Subdivision Phase 2. The proposed subdivision is located north of County 24<sup>th</sup> Street between Avenue D and Avenue D ½. This property is part of the pre-annexation agreement that was approved in 2011 through Resolution No. 936. This development agreement required the construction of sidewalks along Avenue D. The applicant is requesting the removal of that condition, allowing the development to be done without the sidewalks on Avenue D. Staff believes that it is important to develop any property following the adopted regulations, including the Public Works Standards and the General Plan to provide for a sidewalk for current and future connectivity. If the sidewalks are not required at the moment, but if in the future they are, the city will end up paying for that construction.

**MOTION:** Council Member Tadeo Azael De La Hoya/Council Member Gloria Torres to approve and adopt Resolution No. 2290 as presented.

Council Member Maria Cecilia Cruz asked if the motion is to be approved without building the sidewalks.

Mr. Guzman responded that the motion to adopt the resolution is amending the pre-annexation removing the sidewalks. The motion to deny the resolution is to keep the sidewalks.

Council Member Maria Cecilia Cruz stated that it is important to have the sidewalks as she does not want the city to pay for anything it does not have to.

Ms. Elizabeth Carpenter, owner, added that the reason they are requesting the sidewalk not be built is just on the location on Avenue D from County 24<sup>th</sup> Street north is a sidewalk to nowhere; adjacent to this property is the lift station, and adjacent to that property is the prison. She does not believe the city would want a sidewalk leading to that part. If the city is going to make her put a sidewalk, then the city needs to put a sidewalk from the lift station past the prison. This is an industrial property where usually a sidewalk does not go.

Council Member Maria Cecilia Cruz asked Mr. Guzman if no sidewalk is needed because no pedestrian would be going through that area.

Mr. Guzman responded that the regulation requirement is for all arterial roads to have a sidewalk regardless of the current uses for future connectivity; the city should require sidewalks.

Mr. Vianey Vega, applicant, expressed that the project has three (3) boundary streets. They are building sidewalks on County 24<sup>th</sup> Street, which will align with Avenue D ½ and go north to a residential district; this project is industrial. They are also building a sidewalk along the south boundary line, which is all the alignment of County 24<sup>th</sup> Street. Their request is not to provide sidewalks on the project's east side; he explained the final plat diagram attached to the agenda item, filed with the complete agenda packet filed at the City Clerk's Office.

Mayor Nieves Riedel asked Mr. Guzman what his recommendation is after listening to Ms. Carpenter and Mr. Vega.

Mr. Guzman replied that staff understands Mr. Vega's point on the uses to the north; however, for future connectivity, the city must require infrastructure for pedestrian connectivity.

**MOTION:** Council Member Tadeo Azael De La Hoya/Council Member Maria Cecilia Cruz to amend his original motion and deny Resolution No. 2290. 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 Gloria Torres	Aye

**7. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0556F - Southwest Arizona Industrial Subdivision Phase 2 Final Plat. A request by Vega and Vega Engineering PLC, on behalf of Von Verde Development LLC, for the final plat approval of the Southwest Arizona Industrial Subdivision Phase 2 to be located on the northeast corner of Avenue D 1/2 and County 24th Street in San Luis, Arizona. (Jose A. Guzman, Director of Planning and Zoning)**

Mr. Jose Guzman, Director of Planning & Zoning, explained that the subdivision is approximately 40 acres containing five (5) industrial lots. Staff recommends approval with the condition that they follow the pre-annexation agreement or any amendments; since the development agreement was not amended, they will be required to provide the sidewalks.

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Tadeo Azael De La Hoya to approve Subdivision Case No. 2022-0556F with the condition that the applicant meets the conditions of the pre-annexation agreement approved by Resolution No. 936 or any development agreement amending the pre-annexation agreement approved by Resolution No. 936. 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 Gloria Torres	Aye

**7. C. Discussion and possible action on any and all matters regarding Resolution No. 2292. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a development agreement between the City of San Luis, Arizona, and Riedel Holdings LLC, for La Esperanza Estates Subdivision. (Jose A. Guzman, Director of Planning & Zoning)**

Mayor Nieves Riedel declared a conflict of interest and abstained from participating in this item. She asked Vice Mayor Luis E. Cabrera to take over the item.

Mr. Jose Guzman, Director of Planning & Zoning, stated that last month, the City Council approved a rezoning for La Esperanza Estates subdivision; this subdivision will be located between 6<sup>th</sup> and 8<sup>th</sup> Avenues, south of the east main canal. The approval was subject to several conditions, and one (1) of the conditions was to formalize the approval through a development agreement; therefore, this item is the development agreement for said approval. The applicant agrees with all the conditions and the agreement.

**MOTION:** Council Member Tadeo Azael De La Hoya/Council Member Maria Cecilia Cruz to approve and adopt Resolution No. 2292. Motion passed with four (4) 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 Gloria Torres	Aye

**7. D. Discussion and possible action on any and all matters regarding Resolution No. 2293. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the Classification and Salary Plan to create seven (7) new classifications; superseding any conflicting provisions of existing regulations or policies; and providing for severability. (Adela Cortez, Director of Human Resources)**

Ms. Adela Cortez, Director of Human Resources, explained that during the September 13, 2023, meeting, a restructuring was presented and approved for several city departments. The restructure included creating seven (7) new classifications that impact the Classification and Salary Plan presented to the City Council during the budget adoption in May. This item is for the revised compensation, classification plan, and resolution.

Council Member Tadeo Azael De La Hoya mentioned he received the report yesterday and asked if the report was created by city staff only or by a third-party consultant.

Ms. Cortez responded the report was created only by city staff.

Council Member Tadeo Azael De La Hoya commented that from what he was able to read or find, there are discrepancies in two (2) positions. Last time, the Facilities Department was moved, yet there is no consistency in other positions. The I.T. Manager, Billing and Collections Manager, and Risk Manager was said that they were not able to be a stand-alone division yet to be moved to Public Works, but it is being created as a stand-alone and does not see how this is feasible. If there are discrepancies now between the resolution and what was presented last week...this is what happens, the city has employees that have been here for over 5, 10, 15, 20 years, and when this happens, their time in position is affected. When this is affected, it affects their pay when changes like these are made without anyone else reviewing it. He added that yes, in the past, this was done, but there were only four (4) people in Human Resources, and now there are nine (9), so it makes him uneasy to not having outside eyes reviewing the information. There are two (2) positions in different divisions that are not there now.

Ms. Cortez further said that during the City Council meeting held on January 25, 2023, the item to review positions and salaries at that time, staff was directed to do that internally and not to utilize the outside vendor. Therefore, this study was based on that directive, however, if the City Council decides that staff should go to an outside consulting firm, it can definitely be done.

Mayor Nieves Riedel asked how much the city saved by having staff prepare the study.

Ms. Cortez responded that the total proposal for the classification and compensation was \$196,000.00.

Mayor Nieves Riedel asked Ms. Cortez how many years of experience she has in Human Resources.

Ms. Cortez answered she has almost 25 years of experience in Human Resources.

Mayor Nieves Riedel commented that she feels confident that if the city has competent people who can guide the city and save money, the City Council should take advantage of that. She suggested that the City Council consider having a work session for further discussion when using or asking for knowledge from the city engineer, architect, or any other employee.

Council Member Tadeo Azael De La Hoya added that he agrees with Mayor Nieves Riedel and he was not asking for a \$190,000.00 salary study as it is too much money, but a salary update, which is what is being presented tonight, was quoted between \$15,000.00 to \$20,000.00 back then.

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Gloria Torres to approve, ratify, and adopt Resolution No. 2293, as presented, and authorize budget transfer as shown in the fiscal impact of this agenda item. Motion passed with four (4) ayes and one (1) nay vote 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 Gloria Torres	Aye

**7. E. Discussion and possible action on any and all matters regarding the purchase of a new Elgin Broom Bear Street Sweeper from RWC Group. (Manuel Hernandez, Acting Assistant Director of Public Works)**

Mr. Manuel Hernandez, Acting Assistant Director of Public Works, stated that this item is for the approval of the 2024 Elgin Broom Bear Street Sweeper purchase. The Public Works Department worked with other municipalities and the four (4) largest street sweeper manufacturers before deciding on the Elgin. Staff also consulted with cities like Glendale, Mesa, Buckeye, and Avondale; staff's priorities were reliability, maintenance cost, and ease of use and repair.

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve the purchase of a new street sweeper for \$360,507.67 and to approve a budget transfer as presented in the fiscal impact of this agenda item. 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 Gloria Torres	Aye

**7. F. Discussion and possible action on any and all matters regarding the amendment to the Professional Services Agreement with PACE Advanced Water Engineering to include construction administration and Aquifer Protection Permit (APP) assistance. (Manuel Hernandez, Acting Assistant Director of Public Works)**

Mr. Manuel Hernandez, Acting Assistant Director of Public Works, stated that staff is seeking approval to amend the Professional Services Agreement with PACE Engineering for the East Wastewater Treatment Plant Improvement Project.

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Gloria Torres to accept the amended professional services proposal from PACE Advances Water Engineering; adding construction administration and aquifer protection permit assistance in the amount of \$59,800.00. 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 Gloria Torres	Aye

**7. G. Discussion and possible action on any and all matters regarding an agreement for the City of San Luis to become a Sister City with the City of Magdalena de Kino, Sonora, Mexico. (Olivia Jenkins, Operations Coordinator)**

Ms. Olivia Jenkins, Operations Coordinator, explained that this request came from the Consul de Mexico, offering the City of San Luis an opportunity to become a Sister City with counterparts in Mexico. There was a list of the different entities or cities in Mexico that one could participate in and agree on becoming Sister Cities. The Consul's recommendation was Magdaleno de Kino, and Mayor Nieves Riedel responded by accepting that challenge to become Sister Cities. The City of San Luis has had two (2) other previous Sister Cities with San Luis Rio Colorado, Sonora, in 1988 and with Navolato, Sinaloa, in 2005. Council Members Tadeo Azael De La Hoya and Javier Vargas were selected and volunteered to go tomorrow during a ceremony in Scottsdale. Council Member Tadeo Azael De La Hoya was not able to participate, and Council Member Javier Vargas is on his way to be at the ceremony where they will be signing the agreement. The purpose of becoming a Sister City is for cities in the U.S. and Mexico to agree to become sisters, and they share different aspects of their community.

There might be something they have in common, or maybe something they do not, but they share the willingness to learn about each city. Magdalena de Kino has a lot of tourism that the City of San Luis can learn about. One of the things she found during her research on the City of San Luis is that it exists in its history that it is part of the Gadsden Purchase in 1853. Something both cities have in common is agriculture, the agreement entails ideas that both cities can work on.

**MOTION:** Council Member Gloria Torres/Vice Mayor Luis E. Cabrera to approve the Sister City agreement with the City of Magdalena de Kino. 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 Gloria Torres	Aye

**7. H. Discussion and possible action on any and all matters regarding the prosecutor vacancy. *CONTINUED FROM THE SEPTEMBER 13, 2023, REGULAR COUNCIL MEETING (Kay Marion Macuil, City Attorney)***

Ms. Kay Macuil, City Attorney, stated that this item is regarding the vacancy at the Prosecutor's Office; currently, there is a 90-day contracted prosecutor in the position. She spoke with the contracted prosecutor and reported that the San Luis Municipal Court is much more busy than anticipated. Ms. Macuil also spoke to the temporary Judge Landau, and he is convinced that even when one gets through the backlog, it will still be a full-time position. The Temporary Prosecutor agrees that even after getting through the backlog, there is a lot of business for the San Luis Municipal Court. Yesterday, they went through 42 cases in court in one (1) day, and the prosecutor has 51 cases pending to decide whether to do a long-form charging document, and it is busy for a part-time person. A contracted attorney would necessarily be part-time because they would want to keep clients in their own business, but the pros to a contracted attorney are the lower cost, and they would cover their insurance and not be part of the city's risk pool. However, with a part-time attorney, they would not be able to provide the services that a full-time in-house attorney does. All the private attorneys are in Yuma, so the crime victims would not have the same opportunities to meet with the prosecutor as they do here with an in-house. Also, even for the defendants, there are a lot of deferring prosecutions holding the prosecution over a defendant's head to see if they can behave for a certain amount of time, and there is some monitoring with that to make sure they are making the steps that might be under that deferred prosecution agreement. A contracted attorney could not advise the police, whereas an in-house attorney could be on-call any time the police contact them on a particular case.

Mayor Nieves Riedel commented that some years ago, the city had a Contracted Prosecutor, a study was done, and the city needs a full-time prosecutor. The most important thing is the services provided to the City of San Luis citizens.

Council Member Gloria Torres agreed with Mayor Nieves Riedel.

**MOTION:** Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to continue the Prosecutor’s position as a full-time employee position. 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 Gloria Torres	Aye

## **8. BOARD OF ADJUSTMENT**

### **MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF ADJUSTMENT**

The Board of Adjustment did not take place as the applicant withdrew his application, and no action was required from the Mayor and City Council.

**8. A. Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0407 - Mariscos El Navegante. A request by Jesus Ortiz, owner of Mariscos el Navegante, for a variance from the City Code Chapter 18.75 - Table No. 15 to reduce the parking required from 32 to 8 in a neighborhood commercial (C-1), located at 840 D Street in San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)**

Item not discussed as the applicant withdrew his application, and no action was required from the Mayor and City Council.

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

**1. Staff Presentation and Applicant if available**

**2. Call to the Public on this item**

#### **B. Close Public Hearing**

**C. Action on Variance Case No. 2023-0407**

## **9. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY COUNCIL**

No action was needed as the applicant withdrew his application, and no action was required from the Mayor and City Council.

## **10. SUMMARY OF CURRENT EVENTS**

Council Member Maria Cecilia Cruz reported she attended the Harvest School Wholehearted “See you at the Pole” Prayer Gathering; children must be instilled in teaching children that praying is very powerful. She added that Miss San Luis will be having her first conference on her platform called “Breaking Chains” and invited everyone to attend and support this conference.

Vice Mayor Luis E. Cabrera reminded everyone that there is an art exhibition at the local public library from September 15 through October 15, 2023.

Mayor Nieves Riedel stated that there would be a Work Session on October 4, 2023, which is very important for the growth and well-being of the city. She encouraged city employees to get involved and attend the meeting.

## 11. ADJOURNMENT

**MOTION:** Council Member Tadeo Azael De La Hoya/Council Member Gloria Torres to adjourn the Regular Council meeting at approximately 7:19 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 Gloria Torres	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 September 27, 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: 10/25/2023

---

### Summary

DISBURSEMENTS FROM OCTOBER 6, 2023 TO OCTOBER 17, 2023

Total \$1,159,371.52

(One Million, One Hundred Fifty-Nine Thousand, Three Hundred Seventy-One Dollars and Fifty-Two Cents)

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### Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING OCTOBER 25, 2023 Disbursement Report from 10/06/2023 TO 10/17/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	10/06/2023	\$ 596,006.97	Schedule A
Payroll Check Account	10/12/2023	\$ 450,486.02	Schedule B
Payroll Check Account	10/12/2023	\$ 4,548.83	Schedule C
Accounts Payable Check Account	10/13/2023	\$ 108329.70	Schedule D

**Total Disbursements: \$ 1,159,371.52**

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: \_\_\_\_\_

RECEIVED

2023 OCT 18 A 9:08

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

# Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107123	10/02/2023	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$8,349.17		
107124	10/04/2023	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$11,244.50		
107125	10/05/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1,953.11		
107126	10/05/2023	Open			Accounts Payable	CARDENAS, ERNESTO	\$126.00		
107127	10/05/2023	Open			Accounts Payable	CORNELIO, SONIA	\$91.00		
107128	10/05/2023	Open			Accounts Payable	ENCINAS, JOSE	\$209.00		
107129	10/05/2023	Open			Accounts Payable	LOPEZ, MELISSA	\$91.00		
107130	10/05/2023	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	\$258.00		
107131	10/05/2023	Open			Accounts Payable	PEREDA, JOSE	\$209.00		
107132	10/05/2023	Open			Accounts Payable	PEREZ, HAZIEL	\$126.00		
107133	10/05/2023	Open			Accounts Payable	SERVERSUPPLY.COM, INC	\$6,238.62		
107134	10/05/2023	Open			Accounts Payable	SOSA, DOMINGO	\$258.00		
107135	10/06/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,123.88		
107136	10/06/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$166.67		
107137	10/06/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$270.00		
107138	10/06/2023	Open			Accounts Payable	APS	\$51,055.48		
107139	10/06/2023	Open			Accounts Payable	ARIZONA SECRETARY OF STATE	\$100.00		
107140	10/06/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$5,302.66		
107141	10/06/2023	Open			Accounts Payable	AVILA, FERNANDO	\$164.46		
107142	10/06/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$6,502.20		
107143	10/06/2023	Open			Accounts Payable	CENTURYLINK	\$105.16		
107144	10/06/2023	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$352.50		
107145	10/06/2023	Open			Accounts Payable	CRAIG BRODY LLC	\$720.00		
107146	10/06/2023	Open			Accounts Payable	DOANE AND HARTWIG WATER SYSTEMS, INC.	\$5,141.03		
107147	10/06/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$21,186.87		
107148	10/06/2023	Open			Accounts Payable	FERGUSON WATERWORKS	\$3,865.90		
107149	10/06/2023	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$177.75		
107150	10/06/2023	Open			Accounts Payable	GONZALEZ, KAROLINA	\$176.59		
107151	10/06/2023	Open			Accounts Payable	IPS GROUP INC	\$930.76		
107152	10/06/2023	Open			Accounts Payable	LA CHOYA PLUMBING LLC	\$9,700.00		
107153	10/06/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$3,140.37		
107154	10/06/2023	Open			Accounts Payable	LOOMIS	\$2,882.67		
107155	10/06/2023	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$254.52		
107156	10/06/2023	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$19.53		
107157	10/06/2023	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$110.00		
107158	10/06/2023	Open			Accounts Payable	MIDWAY CHEVROLET	\$65,783.56		
107159	10/06/2023	Open			Accounts Payable	MORALES, ALEJANDRO	\$173.45		
107160	10/06/2023	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$72.97		
107161	10/06/2023	Open			Accounts Payable	NNC CONSULTING LLC	\$2,700.00		
107162	10/06/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,096.63		
107163	10/06/2023	Open			Accounts Payable	PETTY CASH/RECREATION	\$2,000.00		
107164	10/06/2023	Open			Accounts Payable	PITNEY BOWES INC.	\$294.03		
107165	10/06/2023	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		

SCHEDULE A

# Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107166	10/06/2023	Open			Accounts Payable	PRIETO, ERNESTO	\$178.83		
107167	10/06/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$815.00		
107168	10/06/2023	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	\$209.78		
107169	10/06/2023	Open			Accounts Payable	RUSH TRUCK CENTER	\$60.68		
107170	10/06/2023	Open			Accounts Payable	SANFORD, JAMES	\$1,834.39		
107171	10/06/2023	Open			Accounts Payable	SOUTHWEST ARIZONA SAFETY	\$80.00		
107172	10/06/2023	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$490.42		
107173	10/06/2023	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$1,157.19		
107174	10/06/2023	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,964.56		
107175	10/06/2023	Open			Accounts Payable	XEROX CORPORATION	\$216.75		
107176	10/06/2023	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	\$243.05		
107177	10/06/2023	Open			Accounts Payable	CONSTRUCTION PRODUCT MARKETING, LLC	\$3,709.78		
107178	10/06/2023	Open			Accounts Payable	OFFICE NATION, INC.	\$856.62		
Type Check Totals:					56 Transactions		\$231,652.69		
<b>EFT</b>									
4207	10/05/2023	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$257,214.31		
4208	10/06/2023	Open			Accounts Payable	24/7 GET FIT LLC	\$1,323.00		
4209	10/06/2023	Open			Accounts Payable	ALSCO, INC	\$1,063.37		
4210	10/06/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,864.39		
4211	10/06/2023	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$94.84		
4212	10/06/2023	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$1,400.00		
4213	10/06/2023	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$2,916.28		
4214	10/06/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$1,379.76		
4215	10/06/2023	Open			Accounts Payable	CSC OF YUMA	\$479.81		
4216	10/06/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		
4217	10/06/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
4218	10/06/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$68.63		
4219	10/06/2023	Open			Accounts Payable	DIGITAL ROOM LLC	\$60.55		
4220	10/06/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$4,219.00		
4221	10/06/2023	Open			Accounts Payable	FRUTH GROUP INC	\$1,009.55		
4222	10/06/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$980.00		
4223	10/06/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$850.00		
4224	10/06/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$398.35		
4225	10/06/2023	Open			Accounts Payable	LG ON SITE LLC	\$763.64		
4226	10/06/2023	Open			Accounts Payable	LIFE-ASSIST, INC.	\$959.46		
4227	10/06/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$55,555.05		
4228	10/06/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,458.96		
4229	10/06/2023	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$2,526.00		
4230	10/06/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$149.27		

# Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4231	10/06/2023	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$370.00		
4232	10/06/2023	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00		
4233	10/06/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$285.47		
4234	10/06/2023	Open			Accounts Payable	RM GRAPHICS	\$312.77		
4235	10/06/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$250.00		
4236	10/06/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$2,670.30		
4237	10/06/2023	Open			Accounts Payable	SAFELINE LLC	\$2,640.00		
4238	10/06/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$860.37		
4239	10/06/2023	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$542.65		
4240	10/06/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$139.03		
4241	10/06/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$300.00		
4242	10/06/2023	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$3,047.99		
4243	10/06/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$129.00		
4244	10/06/2023	Open			Accounts Payable	YUMA NURSERY LLC	\$3,762.21		
4245	10/06/2023	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,050.67		
4246	10/06/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$152.85		
4247	10/06/2023	Open			Accounts Payable	YUMA SUN INC	\$494.00		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$364,354.28	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$231,652.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	56	\$231,652.69	\$0.00

# Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	41	\$364,354.28	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>41</b>	<b>\$364,354.28</b>	<b>\$0.00</b>	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	97	\$596,006.97	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>97</b>	<b>\$596,006.97</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	56	\$231,652.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>56</b>	<b>\$231,652.69</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	41	\$364,354.28	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>41</b>	<b>\$364,354.28</b>	<b>\$0.00</b>	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	97	\$596,006.97	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>97</b>	<b>\$596,006.97</b>	<b>\$0.00</b>	

Guadalupe Canez

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez email =  
 gcanez@sanluisaz.gov C = AD  
 Date: 2023.10.06 17:08:48 -07'00'



# Pay Day Register

Pay Date Range 09/23/23 - 10/06/23

Pay Batch 202321

## Pay Batch 202321 Total

Employees in Pay Batch 304

Female Employees in Pay Batch 87

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	21,405.3353	513,525.29	Gross	651,836.99		
1000 - ADMIN LEAVE	160.0000	5,563.20	Imputed Income		ASRS ALTERNATE	892.74
1001 - LEAVE WITHOUT PAY	82.6499	.00	FEDERAL TAX WITHHOLDING	40,066.29	AZ STATE RETIREMENT	48,516.51
1005 - BEREAVEMENT	22.0000	452.54	SOCIAL SECURITY TAX	40,413.94	DENTAL = FAMILY	437.80
1007 - ON CALL WORKED HOURS	19.1666	455.43	MEDICARE	9,451.75	LONG TERM DISABILITY	599.52
1009 - PART TIME	426.7164	11,783.53	STATE WITHHOLDING	12,324.18	MEDICAL MEX ONLY - EE &	1,944.80
201 - OVERTIME	634.2503	22,942.02	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE &	5,421.57
202 - OP STONE GARDEN- O.T.	561.0000	26,778.53	AM. FIDELITY- ACCIDENT-POST	43.77	MEDICAL MEX ONLY - EE &	1,414.40
2023 - FMLA - SICK LEAVE	69.3333	1,404.83	AM. FIDELITY- ACCIDENT-PRE	442.65	MEDICAL MEX ONLY - EE ONLY	440.80
2024 - FMLA - VACATION LEAVE	48.0000	912.09	AM. FIDELITY- CANCER-POST	28.00	MEX & US HEALTH = EE	51,108.98
300 - VACATION EARNED	1,228.8000	.00	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	142.40
301 - VACATION USED	928.5132	22,112.39	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE &	322.66
400 - SICK EARNED	1,140.7250	.00	AM. FIDELITY- GHI- PRE TAX	245.25	MEX ONLY DENTAL - EE &	121.04
405 - SCHEDULED SICK LEAVE	409.8500	10,037.90	AM. FIDELITY- LIFE -POST TAX	115.80	MEX ONLY DENTAL - EE ONLY	65.12
406 - UNSCHEDULED SICK LEAVE	465.5999	10,110.65	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS - ALTERNATE	252.43
501 - WC PUBLIC SAFETY USED	36.0000	824.40	AZ COPS - SLPD	360.00	PSPRS FIRE DB NORM - TIER 1	8,756.08
502 - ON CALL PAY I.T.	.0000	100.00	AZ STATE RETIREMENT	48,516.51	PSPRS FIRE DB NORM - TIER 2	610.86
503 - STAND-BY PAY	668.5000	1,337.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB NORM - TIER 3	3,257.77
900 - COMPENSATION EARNED	32.1296	.00	DEFERRED COMP - ROTH	650.00	PSPRS FIRE DCCN - TIER 3	210.93
901 - COMPENSATION USED	19.3050	454.40	DEFERRED COMPENSATION	4,492.00	PSPRS FIRE DISABILITY - TIER	33.51
924 - AMBULANCE - REGULAR	832.6669	17,751.79	DEFERRED COMPENSATION	203.53	PSPRS POLICE DB NORM - TIER	6,701.74
940 - PD - EDU ASST	.0000	450.00	FOP/ALC	375.00	PSPRS POLICE DB NORM - TIER	1,192.11
941 - PD - EDU BCHL	.0000	675.00	GARNISHMENT - CHILD	3,010.14	PSPRS POLICE DB NORM - TIER	3,547.85
950 - PD -SRT	.0000	600.00	IAFF- FIRE DEPT	1,140.00	STANDARD STD	2,036.26
951 - PD - K-9 HANDLER	.0000	100.00	LEGAL SHIELD	56.31	U.S. MEX DENTAL - EE &	398.50
952 - PD - PHLEBOTOMIS	.0000	150.00	LONG TERM DISABILITY	599.52	U.S. MEX DENTAL - EE &	111.58
953 - PD - COLLISION	.0000	150.00	MANHATTANLIFE ASSURANCE	127.27	US & MEX DENTAL - EE	2,754.24
954 - PD - NEGOTIATOR	.0000	150.00	MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = C	16,983.75
956 - PD - MIDNIGHT SHIFT	.0000	700.00	MEX ONLY DENTAL - EE &	183.20	US & MEX HEALTH = FAMILY	22,268.70
965 - PD - STAND-BY PAY	.0000	2,316.00	MEX ONLY DENTAL - EE &	415.14	US & MEX HEALTH = SP	3,396.75
Total	29,190.5414	\$651,836.99	MEX ONLY DENTAL - EE &	155.72	VISION - SINGLE	1,108.98
			MEX ONLY DENTAL - EE &	155.72	VSP- VISION	618.12
			MEX ONLY HEALTH - EE & CH	570.46	WC PSPRS 19.12	157.63
			MEXICO ONLY HEALTH - EE &	1,590.33	Total	\$185,826.13
			MEXICO ONLY HEALTH - EE &	414.88		
			NEW YORK LIFE - LIFE INS	36.49		
			PAC FUND- FIRE DEPT.	107.50	Employer Taxes	
			PSPRS FIRE DB RATE - TIER 1a	4,242.17	MEDICARE	9,451.75
			PSPRS FIRE DB RATE - TIER 1b	859.39	SOCIAL SECURITY TAX	40,413.94
			PSPRS FIRE DB RATE - TIER 2	355.91	SUTA/UNEMPLOYMENT	3,733.10
				4,652.34	Total	\$53,598.79

SCHEDULE B



# Pay Day Register

Pay Date Range 09/23/23 - 10/06/23

Pay Batch 202321

PSPRS FIRE DB RATE - TIER 3	3,257.77	34,077.16		
PSPRS FIRE DC RATE - TIER 3	210.93	2,343.65		
PSPRS FIRE DISABILITY RATE	33.51	2,343.65		
PSPRS POLICE DB RATE - TIER	3,957.67	51,734.20		
PSPRS POLICE DB RATE - TIER	1,479.06	19,334.14		
PSPRS POLICE DB RATE - TIER 2	967.09	12,641.74		
PSPRS POLICE DB RATE - TIER 3	3,547.85	37,111.46		
STANDARD LIFE ADDTNL	893.65	.00		
TRANSWESTERN MEXICAN	195.00	.00		
U.S. MEX DENTAL - EE &	513.25	.00		
U.S. MEX DENTAL - EE &	143.71	.00		
UNITED WAY	14.00	.00		
US & MEX DENTAL= FAMILY	563.64	.00		
US & MEX HEALTH = C	4,981.90	.00		
US & MEX HEALTH = FAMILY	6,532.20	.00		
US & MEX HEALTH = SP	996.38	.00		
VSP - VISION CHILDREN	236.98	.00		
VSP - VISION FAMILY	341.53	.00		
VSP - VISION SPOUSE	132.43	.00		
Net	<u>\$450,486.02</u>			

	Workers' Comp	Gross Base
ANIMAL CONTROL OFFICERS	66.46	2,954.11
ATTORNEY- ALL & CLERICAL-	58.22	26,454.22
AUTO SERVICE/ REPAIR	284.79	10,207.61
BUILDING- NOC OPER BY	572.78	15,822.42
BUS COMPANY AND DRIVERS	186.40	3,376.80
CLERICAL OFFICE/ LIBRARY/	364.13	151,729.70
Electrician	68.58	2,184.00
FIREFIGHTERS	325.46	9,245.72
FIREFIGHTERS & DRIVERS	5,333.12	112,277.37
GARBAGE/ ASH/ REFUSE	551.70	8,827.20
Homemaker Service	39.36	1,719.01
MUNICIPAL/ TOWN/	798.52	45,630.72
PARKS- NOC ALL EMPLOYEES	713.28	23,008.89
POLICE OFFICERS	6,701.58	141,085.56
RECREATION- ALL EMPLOYEES/	237.26	17,317.42
SEWAGE DISPOSAL/ PLANT	922.07	26,804.81
Street or Road Construction	2,530.65	28,659.41
WATERWORKS OPERATIONS	760.20	21,907.48
Total	<u>\$20,514.56</u>	

Direct Deposits	Amount
1st Bank Yuma	42,387.56
ACADEMY BANK	2,586.82
Bank of America	4,188.32
Bank of America CA	1,204.35
Bankcorp	200.00
BMO HARRIS BANK	3,270.12
CAPITAL ONE	711.03
Charles Sch	250.00
Chase Bank	216,624.45
CHASE BANK CA	1,322.08
CHASE BANK MORGAN	1,460.92
CHASE BANK TX	2,249.65
chase centro	1,803.21
discover	900.00
Federal Credit Union	37,711.29
FF CREDIT UNION	2,148.78
FIDELITY	190.83
FIREFIGHTER FIRST CREDIT UNION	4,346.76
HUGHES FCU	1,790.34
MECHNICS BANK	1,419.35



# Pay Day Register

Pay Date Range 09/23/23 - 10/06/23

Pay Batch 202321

Monica  
Castro

Digitally signed by Monica  
Castro  
DN: CN = Monica Castro email  
= m.jcastro@sarkisusaz.gov C =  
AD  
Date: 2023.10.13 11:35:23 -  
0700

National Bank	1,279.89
Navy Federal	20,912.51
NBKC Bank - Acorns	437.02
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	812.83
PATHWARD	2,655.36
Sunbank	2,449.91
SUTTON BANK	1,127.19
THE FOOTHILLS BANK	666.63
VANTAGE WEST	1,641.54
WASHINGTON FEDERAL	1,109.37
Wells Fargo	84,466.23
WELLS FARGO CA	1,276.18
WELLS FARGO CALE	1,145.14
Total	<u>\$446,865.66</u>
Check	\$3,620.36



# Pay Day Register

Pay Date Range 10/01/23 - 10/31/23

Pay Batch 202310M

## Pay Batch 202310M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	267.08
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	3.30
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	220.44	ASRS/EORP - LEGACY RATE	1,416.14
			SOCIAL SECURITY TAX	474.30	Dental Council	254.03
			MEDICARE	110.94	EODCRS - COUNCIL	159.00
			STATE WITHHOLDING	112.07	EODCRS - DISABILITY	3.98
			ASRS Council	267.08	EODCRS/EORP LEGACY RATE	1,868.52
			ASRS LTD Council	3.30	Health Council	5,844.91
			Council Retirement EORP	351.00	Retirement Council EORP	2,065.77
			Dental Council	92.28	Vision Council	84.86
			EODCRS - COUNCIL	212.00	Total	\$11,967.59
			EODCRS - DISABILITY	3.98		
			GARNISHMENT	221.11	Employer Taxes	
			Medical Council	1,004.81	MEDICARE	110.94
			Vision Council	27.86	SOCIAL SECURITY TAX	474.30
			Net	\$4,548.83	SUTA/UNEMPLOYMENT	45.90
					Total	\$631.14

Monica  
Castro

Digitally signed by: Monica Castro  
 DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD  
 Date: 2023.10.13 11:36:09 -0700

Workers' Comp	Gross Base
MUNICIPAL/ TOWN/	133.89
Total	\$133.89

Direct Deposits	Amount
1st Bank Yuma	698.49
Chase Bank	1,121.27
Navy Federal	606.60
REALTORS FED CRED UNION	31.93
Wells Fargo	708.27
Total	\$3,166.56

Check	\$1,382.27
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SCHEDULE C

# Payment Register

From Payment Date: 10/9/2023 - To Payment Date: 10/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107179	10/11/2023	Open			Accounts Payable	CARDENAS, ERNESTO	\$505.00		
107180	10/11/2023	Open			Accounts Payable	PEREZ, HAZIEL	\$505.00		
107181	10/11/2023	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	\$240.00		
107182	10/12/2023	Open			Utility Management Refund	CAMPA, LUCIANO & SILVIA J	\$175.59		
107183	10/12/2023	Open			Utility Management Refund	CANAS, MICHELLE ISABEL	\$12.22		
107184	10/12/2023	Open			Utility Management Refund	CARLOS, KARLOS	\$359.77		
107185	10/12/2023	Open			Utility Management Refund	CASTELLANOS, ROBERTO	\$109.26		
107186	10/12/2023	Open			Utility Management Refund	CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, C/O DOUGLAS SCHMIDT	\$260.60		
107187	10/12/2023	Open			Utility Management Refund	DESERT EXCAVATING INC	\$2,374.86		
107188	10/12/2023	Open			Utility Management Refund	FONSECA, FLAVIO, A	\$55.30		
107189	10/12/2023	Open			Utility Management Refund	FRANCISCO CUEVAS & ROSELA MENDEZ	\$160.94		
107190	10/12/2023	Open			Utility Management Refund	GARCIA, ALEJANDRO	\$169.49		
107191	10/12/2023	Open			Utility Management Refund	GARCIA, ARMANDO	\$58.45		
107192	10/12/2023	Open			Utility Management Refund	GUZMAN, MARIBEL & EDUARDO BERMUDEZ	\$17.46		
107193	10/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #121	\$0.17		
107194	10/12/2023	Open			Utility Management Refund	LOPEZ, ROBERTO	\$21.54		
107195	10/12/2023	Open			Utility Management Refund	OCHOA FERNANDO & RUIZ CRISTINA	\$168.20		
107196	10/12/2023	Open			Utility Management Refund	PADILLA, JUAN & MELISA BISBARDIS	\$167.79		
107197	10/12/2023	Open			Utility Management Refund	RASCON, FRANCISCO, MICHAEL	\$1,554.79		
107198	10/12/2023	Open			Utility Management Refund	ROMAN, ELENA & JOSE MONTANO	\$81.09		
107199	10/12/2023	Open			Utility Management Refund	SKIN AND BEAUTY BFF C/O LLUVIA G RUIZ	\$421.38		
107200	10/12/2023	Open			Utility Management Refund	VIERA, GUILLEVALDO & MARIA	\$189.87		
107201	10/12/2023	Open			Utility Management Refund	YEOMANS, YURINIA	\$23.24		
107202	10/12/2023	Voided		10/13/2023	Utility Management Refund	GUTIERREZ CANALES ENGINEERING, PC	\$867.00		
107203	10/13/2023	Open			Accounts Payable	ALDAMA, EMMANUEL	\$91.00		
107204	10/13/2023	Open			Accounts Payable	CARRASCO, DANYA, P	\$174.00		
107205	10/13/2023	Voided		10/13/2023	Accounts Payable	CASTRO, MONICA	\$101.00		
107206	10/13/2023	Open			Accounts Payable	GONZALEZ, KAROLINA	\$91.00		

SCHEDULE D

# Payment Register

From Payment Date: 10/9/2023 - To Payment Date: 10/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107207	10/13/2023	Voided		10/13/2023	Accounts Payable	JOUANNE DE ENCINAS, ROULA	\$101.00		
107208	10/13/2023	Open			Accounts Payable	PEREDA, STEPHANIE	\$174.00		
107209	10/13/2023	Open			Utility Management Refund	GUTIERREZ CANALES ENGINEERING, PC	\$867.00		
107210	10/13/2023	Open			Accounts Payable	FOP/ALC	\$375.00		
107211	10/13/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
107212	10/13/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
107213	10/13/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,244.60		
107214	10/13/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
107215	10/13/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$107.50		
107216	10/13/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,140.00		
107217	10/13/2023	Open			Accounts Payable	CORTEZ, ADELA	\$66.66		
107218	10/13/2023	Open			Accounts Payable	DE LEON, JESUS	\$1,300.00		
107219	10/13/2023	Open			Accounts Payable	G&T ALARM CO LLC	\$3,010.93		
107220	10/13/2023	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$1,667.42		
107221	10/13/2023	Open			Accounts Payable	GARCIA, JESUS	\$288.00		
107222	10/13/2023	Open			Accounts Payable	GONZALEZ, JAVIER	\$80.00		
107223	10/13/2023	Open			Accounts Payable	IMPERIAL PIPE AND STEEL SUPPLY	\$5,925.37		
107224	10/13/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$288.00		
107225	10/13/2023	Open			Accounts Payable	NUNO, JAVIER	\$260.00		
107226	10/13/2023	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$16,579.21		
107227	10/13/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$216.00		
107228	10/13/2023	Open			Accounts Payable	RAMIREZ, FELIPE	\$432.00		
107229	10/13/2023	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$300.00		
107230	10/13/2023	Open			Accounts Payable	RUSH TRUCK CENTER	\$168.04		
107231	10/13/2023	Open			Accounts Payable	SANDOVAL, YAHHELL	\$150.00		
107232	10/13/2023	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$33,629.41		
107233	10/13/2023	Open			Accounts Payable	TARGET SOLUTIONS LEARNING, LLC	\$6,188.31		
107234	10/13/2023	Open			Accounts Payable	ZARAGOZA, JOSE	\$110.00		
107235	10/13/2023	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$976.67		
107236	10/13/2023	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	\$80.00		
Type Check Totals:					58 Transactions		\$87,276.24		
<b>EFT</b>									
4251	10/13/2023	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$94.84		
4252	10/13/2023	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$2,204.11		
4253	10/13/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$75.50		
4254	10/13/2023	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	\$6,225.97		
4255	10/13/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$8,235.00		
4256	10/13/2023	Open			Accounts Payable	KTL&C, LLC.	\$482.54		

# Payment Register

From Payment Date: 10/9/2023 - To Payment Date: 10/13/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
4257	10/13/2023	Open			Accounts Payable	MCLOUGHLIN & EARDLEY GROUP, INC.	\$1,868.00			
4258	10/13/2023	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$540.00			
4259	10/13/2023	Open			Accounts Payable	TANK INDUSTRY CONSULTANTS, INC.	\$1,327.50			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							9 Transactions	\$21,053.46		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$86,207.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$1,069.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>58</b>	<b>\$87,276.24</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$21,053.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>9</b>	<b>\$21,053.46</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$107,260.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$1,069.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>67</b>	<b>\$108,329.70</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$86,207.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$1,069.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>58</b>	<b>\$87,276.24</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$21,053.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>9</b>	<b>\$21,053.46</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$107,260.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$1,069.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>67</b>	<b>\$108,329.70</b>	<b>\$0.00</b>

Karla Plascencia

Digitally signed by: Karla Plascencia  
 DN: CN = Karla Plascencia email =  
 kplascencia@sanluisaz.gov C = US O = City of San  
 Luis OU = Finance  
 Date: 2023.10.13 16:29:13 -07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. A.

**Meeting Date:** 10/25/2023

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the dedication of Fire Station #2 to Robert Fernandez. **(Angel Ramirez, Fire Chief)**

#### SUMMARY:

In the realm of public service, few sacrifices are as poignant and commendable made by our firefighters. Line of duty deaths is the ultimate price paid by these dedicated firefighters every day. During the course of their duties, we are reminded of the risks that we face to protect the residents of the City of San Luis. These heroes put their lives on the line to ensure our safety and the safety of others. Each line-of-duty death is a reminder of the dedication and courage firefighters face when they come to work. They are willing to confront danger and safeguard the property of those in need. It is essential for our council to acknowledge the dangers and sacrifices those firefighters make on a daily basis to protect each one of us.

Today we are here to honor and respect Robert Fernandez. On February 5, 2022, Firefighter Fernandez gave the ultimate sacrifice when he succumbed to his injuries obtained in the line of duty serving the community of San Luis. The San Luis Fire Department kindly asks that we dedicate Fire Station #2 in the name of Robert Fernandez.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THAT SAN LUIS FIRE STATION #2 BE DEDICATED TO ROBERT FERNANDEZ.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	YES
<b>TOTAL:</b>	\$2,500
<b>BUDGETED AMOUNT:</b>	\$2,500
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$2,500
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-999-90015 \$ 1,250; 340-341-90015 \$1,250

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

N/A

---

## Attachments

Plaque for Robert Fernandez

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Since 1946

# PENN

NEON SIGN CO., INC.

DESIGNERS & MANUFACTURERS OF QUALITY SIGNS

707 West 8th Street Yuma, Arizona 85364

# PROPOSAL

230554-01

Date: 07/14/2023

Expires:

Drawing Numbers:

**Project:** SAN LUIS FIRE STATION #2 SIGNAGE  
3884 E Santa Palmira  
San Luis, AZ 85349

**Client:** City of San Luis  
PO Box 1170  
San Luis, AZ 85349

**Contact:** ENRIQUE 928-246-7150 E Lopez@sanluisaz.gov

We are pleased to offer this proposal for the following services at the above location.

<b>Project Description:</b>	<b>Item Total:</b>
FABRICATE ONE (1) SET OF 7" ALUMINUM .25" THICK LETTERS	\$2,168.80
FABRICATE ONE (1) 48" ALUMINUM .25 THICK LOGO WITH DIGITAL VINYL GRAPHICS	\$1,100.00
FABRICATE ONE (1) 67" ALUMINUM .25 THICK LOGO WITH DIGITAL VINYL GRAPHICS	\$1,850.00
FABRICATE TWO (2) 18" X 24" ALUMINUM PLAQUE	\$4,950.00
INSTALL ONE (1) SET OF 7" ALUMINUM .25" THICK LETTERS	\$1,800.00
INSTALL ONE (1) 48" ALUMINUM .25 THICK LOGO	
INSTALL ONE (1) 67" ALUMINUM .25 THICK LOGO	
INSTALL TWO (2) 18" X 24" ALUMINUM PLAQUE	
<b>Deposit Rate: 50%</b>	<b>Subtotal: \$11,868.80</b>
<b>Deposit: \$5,934.40</b>	
	<b>Total: \$11,868.80</b>

**Notes:** All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

**Exclusions:** Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

**Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

**Terms:** 50% advanced deposit with 40% before install and 10% balance due upon completion of project.

**Salesperson: Jay McMullen**

Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. B.

**Meeting Date:** 10/25/2023

**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

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#### ITEM:

Discussion and possible action on any and all matters regarding the bid acceptance and award of a construction contract to Taylor Engineering, P.L.L.C. for the East Wastewater Treatment Plant Improvements Project. **(Jorge Perez, Assistant Director of Public Works)**

#### SUMMARY:

The Department of Public Works is seeking Council's approval for accepting and awarding a construction contract to Taylor Engineering, P.L.L.C., 2260 E. 16th Street, Yuma, Arizona 85365, for the East Wastewater Treatment Plant Improvements Project. Taylor Engineering, P.L.L.C. was the only bidder for this project, and our consultant, PACE Advanced Water Engineering, evaluated the bid and recommended acceptance of the bid and award construction to Taylor Engineering, P.L.L.C.

The project consists of the installation of two (2) headworks fine screens along with piping, valves, electrical, and controls. Additional work items include the installation of a new weir wall and gate at the chlorine contact basin, new effluent piping, valves, and appurtenances, the installation of a new sludge pump, installation of access platforms and stairways.

Public Works is seeking Council's approval for accepting Construction Services from Taylor Engineering, P.L.L.C. for this project in the amount of \$1,322,777.00. This purchase falls under the provisions of City Code 3.05.050 Performance bond, City Code 3.05.030 Bidding.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO ACCEPT AND AWARD THE SUCCESSFUL BID TO TAYLOR ENGINEERING, P.L.L.C., FOR THE EAST WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT NOT TO EXCEED \$1,322,777.00.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City & Federal
<b>TOTAL:</b>	\$1,322,777.00
<b>BUDGETED AMOUNT:</b>	\$1,550,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See Fiscal Impact Statement
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

This is a budgeted project for FY 2024.

Budgeted Amount \$1,550,000.00

Capital Outlay ARPA - 255-021-90052.225 / \$1,300,000.00

Capital Outlay CIP - 310-311-90015 / \$250,000.00

Project Fiscal Impact \$1,322,777.00

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**Attachments**

Bid & Contractor Evaluation

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October 12, 2023

Mr. Manuel Hernandez  
**City of San Luis**  
1090 E. Union Street  
P.O. Box 3750  
San Luis, AZ 85349  
Phone (928) 341-8577

**Re: San Luis East WWTP Improvements Bid Results**

#B722

Enclosed is a summary of the bid process, results and recommendation for the San Luis East WWTP Improvements project.

### 1.1 Bid Process Summary

The bid process included the following major milestones:

1. A non-mandatory pre-bid conference was held September 15, 2023 at 10:30AM at the San Luis East WWTP located at 358 N. Avenue D, San Luis, AZ 85349. Two (2) contractors attended the pre-bid conference.
2. Bids were received at the City of San Luis City Hall, October 3<sup>rd</sup>, 2023 by 2:00PM. Out of all prime bidder plan holders, one bid was received on October 3<sup>rd</sup>, 2023 from Taylor Engineering (full bid package is enclosed), with bid offer of:
  - a. Taylor Engineering **\$1,322,777** *Apparent Low Bidder*
  - b. KE&G Construction **No Bid**
  - c. Yuma Valley Contractors **No Bid**

### 1.2 Cost Comparison

The City received one bid for the project from Taylor Engineering out of Yuma, AZ. Estimates were determined based on the market costs of labor and materials. Material costs were estimated with consultation from providers and manufacturers. The bid represents an increase of approximately \$157,026, (11%), from the original estimate.

**Table 1 – Cost Estimate**

Description	Cost
Headworks Capacity and Redundancy	\$742,543
Effluent Flow Meter and Chlorine Contact Basin	\$143,860
Miscellaneous Improvements	\$47,000
<b>Subtotal</b>	<b>\$933,403</b>
General Conditions Costs	\$354,693
<b>Total Construction Cost</b>	<b>\$1,288,096</b>
Construction Contingency	\$186,681
<b>Total Estimated Construction Cost w/Contingency</b>	<b>\$1,474,777</b>

**Table 2 – Bid Amount & Cost Estimate Comparison**

Description	Cost
Taylor Engineering Bid Amount	\$1,322,777
Screen Cost	\$309,026
<b>Total Project Cost</b>	<b>\$1,631,803</b>
Difference Over Estimate	\$157,026
Over Cost estimate	11%

### 1.3 Bid & Contractor Evaluation

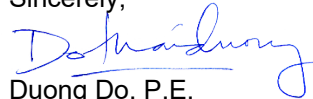
The bid received from Taylor Engineering out of Yuma, AZ is administratively complete and they are qualified with an active General KA Dual Engineering license #ROC 318502, the verification is enclosed. For the reference verification, I spoke with Shanna Johnson, Superintendent of the Mohawk Valley School District, and Sam Palacios, former Public Works Director at the City of Somerton. The references were very positive.

### 1.4 Engineer's Recommendation

PACE is recommending that the City of San Luis notify Taylor Engineering of the decision and move forward with awarding Taylor Engineering the project.

Please feel free to contact me at (714) 514-8812 or [ddo@pacewater.com](mailto:ddo@pacewater.com) to resolve any additional questions/clarifications.

Sincerely,



Duong Do, P.E.

Vice President, Environmental Water Division

DDO/aj

Enclosures: Taylor Engineering E WWTP Bid  
Taylor Engineering AZ License Verification

W:\B722\4-Administrative\Letters\2023-10-12\_MHernandez (San Luis East WWTP Bid Results)\2023-10-12\_MHernandez (San Luis East WWTP Bid Results).docx

# BID FORM FOR CONSTRUCTION CONTRACT

## East Wastewater Treatment Plant Improvements

Contractor Name

Taylor Engineering, PLLC

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, ~~the General Conditions,~~ and the ~~Supplementary Conditions~~ **Agreement**.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of San Luis**.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. **Deleted**
  - C. **Deleted**
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

**3.01 Lump Sum Bids**

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

<b>LUMP SUM BID BREAKDOWN</b>			
<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Total Bid Price</b>
<b>Headworks Capacity and Redundancy</b>			
Huber Fine Screen ROTAMAT® Ro1 1000/6 (Owner Provided)	LS	1	\$ 0
Demolition	LS	1	\$35,000.00
Structural Platform for Screens	LS	1	\$230,000.00
Mechanical Piping for Screens, Flow Meter & Valves	LS	1	\$345,000.00
Valves, Slidegate & Flow Meter	LS	1	\$120,000.00
Electrical - Conduit, Wire, Breakers	LS	1	\$152,000.00
Instrumentation & Controls Integration	LS	1	\$142,000.00
<b>Effluent Flow Meter and Chlorine Contact Basin</b>			
Chlorine Contact Basin	LS	1	\$105,000.00
<b>General Conditions</b>			
Mobilization	LS	1	\$6000.00
Demobilization	LS	1	\$5000.00
Bonds & Insurance	LS	1	\$22,500.00
Taxes	LS	1	\$155,277.00
General Conditions	LS	1	\$5,000.00
<b>Total Bid</b>			<b>\$1,322,777.00</b>

**ARTICLE 4—DELETED**

**ARTICLE 5—DELETED**

**ARTICLE 6—TIME OF COMPLETION**

6.01 Deleted

6.02 Deleted

6.03 Bidder agrees that the Work will be substantially complete within **160** calendar days after the date when the Contract Times commence to run as provided in **Article 7 of the Agreement Paragraph 4.01 of the General Conditions**, and will be completed and ready for final payment in

~~accordance with Paragraph 15.06 of the General Conditions~~ within **180** calendar days after the date when the Contract Times commence to run.

6.04 Deleted

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
Addendum #1	09/20/2023
Addendum #2	09/26/2023
Addendum #3	09/27/2023

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Deleted
  5. Deleted
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data provided ~~identified in the Supplementary Conditions or by definition,~~ with respect

to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

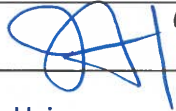
- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

**Taylor Engineering, PLLC**

\_\_\_\_\_  
(typed or printed name of organization)

By:  \_\_\_\_\_  
(individual's signature)

Name: **Jesse A. Haines** \_\_\_\_\_  
(typed or printed)

Title: **Managing Member** \_\_\_\_\_  
(typed or printed)

Date: **10/03/2023** \_\_\_\_\_  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:  \_\_\_\_\_  
(individual's signature)

Name: **Antonio De Anda** \_\_\_\_\_  
(typed or printed)

Title: **Managing Member** \_\_\_\_\_  
(typed or printed)

Date: **10/03/2023** \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
**2260 E. 16th St., Yuma, AZ 85365**  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: **Jesse A. Haines** \_\_\_\_\_  
(typed or printed)

Title: **Managing Member** \_\_\_\_\_  
(typed or printed)


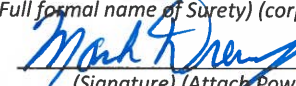
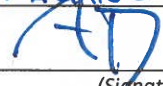

Phone: **928.285.2380** \_\_\_\_\_

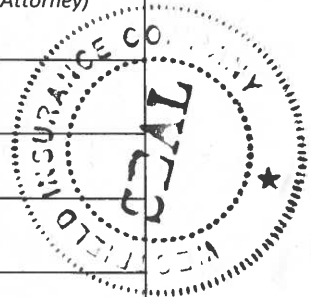
Email: **jhaines@tayengineering.com** \_\_\_\_\_

Address: **2260 E. 16th St., Yuma, AZ 85365**  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) **KA Dual Engineering, ROC318502**

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>Taylor Engineering, P.L.L.C.</b> Address (principal place of business): 2260 E. 16th Street Yuma, AZ 85365	<b>Surety</b> Name: <b>Westfield Insurance Company</b> Address (principal place of business): PO Box 5001 1Park Circle, Westfield Center, Ohio 44251
<b>Owner</b> Name: <b>City of San Luis</b> Address (principal place of business): 1090 East Union Street, San Luis, Arizona 85349	<b>Bid</b> Project (name and location): <b>San Luis East WWTP Improvements, 358 N. Avenue D, San Luis, AZ 85349</b>  Bid Due Date: <b>October 3, 2023</b>
<b>Bond</b> Penal Sum: (10% ) Ten percent of base bid plus all alternates Date of Bond: <b>October 3, 2023</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <b>Taylor Engineering, P.L.L.C.</b> <i>(Full formal name of Bidder)</i>	Surety <b>Westfield Insurance Company</b> <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <b>JESSE HAINES</b> <i>(Printed or typed)</i>	Name: <b>Mark Drengler</b> <i>(Printed or typed)</i>
Title: <b>MANAGING MEMBER</b>	Title: <b>Attorney-in-fact</b>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <b>ANTONIO DE ANDA</b> <i>(Printed or typed)</i>	Name: <b>Tracy Gabriel</b> <i>(Printed or typed)</i>
Title: <b>MANAGING MEMBER</b>	Title: <b>Associate</b>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/10/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3409062 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GAYLE E. MCCLELLAN, ADAM SCHLADE, CHRISTIE HOWARD, MARK DRENGLER, JOINTLY OR SEVERALLY

of POWELL and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of JUNE A.D., 2020 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 10th day of JUNE A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



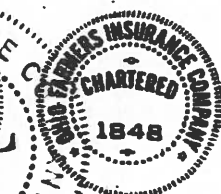
David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of October A.D., 2023.



Frank A. Carrino Secretary

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Taylor Engineering, PLLC	
Corporate Office			
Name:	Jesse Haines	Phone number:	928.271.5665
Title:	Managing Member	Email address:	jhaines@tayengineering.com
Business address of corporate office:		2260 E 16th ST	
		Yuma, AZ 85365	
Local Office			
Name:	Same as above	Phone number:	Same as above
Title:	Same as above	Email address:	Same as above
Business address of local office:		Same as above	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	02/07/2012	State in which Business was formed:	AZ
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	None
Address:	None		
Name of business:	None	Affiliation:	None
Address:	None		

Name of business:	None	Affiliation:	None
Address:	None		

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Antonio De Anda	Title:	Managing Member
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No limit
Name:	Jesse Haines	Title:	Managing Members
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No limit
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	
Name:		Title:	

## ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Business License's		
Licensing Agency:	(1) City of San Luis, (2) City of Somerton, (3) City of Yuma		
License No:	(1)30664, (2)BUS22-00029 (3)CNTR-038993-03-2023	Expiration Date:	(1) 12/31/2023, (2) 12/31/2023, (3) 03/31/2024
Name of License:	(1) KA Dual Engineering, (2) General KB-1 Dual Building Contractors, (3) Specialty Commercial C-11 Electrical		
Licensing Agency:	State of Arizona, Registrar of Contractors		
License No:	(1)ROC318502, (2)ROC305112, (3)ROC333313	Expiration Date:	(1) 04/30/2024, (2) 05/31/2024, (3) 05/31/2025

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input checked="" type="checkbox"/> Minority Business Enterprise	SBA	Feb. 2018
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Westfield Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Ohio		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	PO Box 5001 1Park Circle		
	Westfield Center, OH 44251		
Physical Address (principal place of business):	7540 Sawmill Parkway, Suite D		
	Powell, OH 43065		
Phone (main):	614.761.2700	Phone (claims):	Same as previous box

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Yuma Insurance, Inc.		Property, Liability, Crime, Inland Marine, Auto, Workers Compensation, Umbrella	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	2691 S 4th Ave		
	Yuma, AZ 85364		
Physical Address (principal place of business):	Same as above		
Phone (main):	928.344.3500	Phone (claims):	Same as previous box

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	16
Estimate of revenue for the current year:	6.8 mil
Estimate of revenue for the previous year:	9.1 mil

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project: 6			
As a general contractor:	X	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**LITIGATION**

8.06 List any litigation to which it is a party that has been initiated in the last five (5) years and indicate if it is a plaintiff or defendant:

None

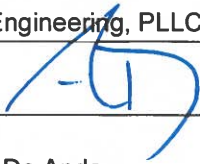
**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Taylor Engineering, PLLC  
*(typed or printed name of organization)*

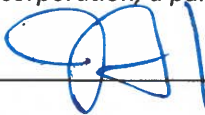
By:   
*(individual's signature)*

Name: Antonio De Anda  
*(typed or printed)*

Title: Managing Member  
*(typed or printed)*

Date: 10/3/2023  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:   
*(individual's signature)*

Name: Jesse Hanes  
*(typed or printed)*

Title: Managing Member  
*(typed or printed)*

Address for giving notices:  
2260 E 16th ST  
Yuma, AZ 85364

Designated Representative: Name: \_\_\_\_\_

Title: Dylan Freeman  
*(typed or printed)*

Address: 2260 E 16th St. Yuma, Az 85365  
*(typed or printed)*

Phone: 928.550.2678

Email: dfreeman@tayengineering.com

**Schedule A—Current Projects**

Name of Organization	Taylor Engineering, PLLC				
Project Owner	Mohawk Valley School District	Project Name	Domestic, Fire Protection, and Irrigation Water System Improv		
General Description of Project	120,000-gal water storage tank, pump house packaged water plant, two 10.5k gal storage tanks, two press tanks, wet well				
Project Cost	\$3,500,000	Date Project	2021 to current		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jesse Haines	Chris Warnock	Tony De Anda	Dylan Freeman	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Shanna Johnson	Superintendent	MVSD	928.785.4942	sjohnson@mohawk17.org
Designer	John Sternitzke	Principal Engineer	Sternco	928.782.3601	john@sterncoengineers.com
Construction Manager	Steve Jones	Principal Project Director	Arcadis	602.578.3397	stephen.jones@arcadis.com
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization	Taylor Engineering, PLLC				
Project Owner	Jae Allen	Project Name	Mountain View List Station		
General Description of Project	Sanitary Lift Station, Controls, Gen Set				
Project Cost	\$400,000	Date Project	7/2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tony De Anda	Chris Warnock	Dylan Freeman	Jesse Haines	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jae Allen	Developer	Jay Allen	408.218.5989	jaeallen48@me.com
Designer	Vianey Vega	Owner	Vega Vega	928.329.0000	vianey@veganvega.com
Construction Manager					
Project Owner	Yuma Proving Ground, USACE		Project Name	ATEC Communications Site Fac Modernization	
General Description of Project	Various Electrical improvements, modernization, gen set, transfer switch, etc				
Project Cost	\$1,344,840	Date Project	3/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dylan Freeman	Chris Warnock	Jesse Haines	Tony De Anda	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Bryn Butler	Engineer, COR	US Army Corps Eng	928.376.0080	bryn.w.butler@usace.army.mil
Designer	USACE				
Construction Manager	USACE				
Project Owner	Somerton, Az		Project Name	Garvin Street 12" Sewer Force Main	
General Description of Project	4,813 LF of 12" dia sewermain, ARV, pressure cleanouts, manholes, tie-ins to 16", 8", 4" force mains. Lift station shut down				
Project Cost	\$401,580	Date Project	3/20220		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tony De Anda	Chris Warnock	Jesse Haines	NA	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sam Palacios	Public Works Director	Somerton	928.722.7371	sampalacios@somertonaz.gov
Designer	Tomas Sanchez	Engineer	JDA	928.782.7926	tsanchez@jdcivil.com
Construction Manager	Tomas Sanchez	same	same		

**Schedule B—Previous Experience with Similar Projects**

Name of Organization	Taylor Engineering, PLLC				
Project Owner	Somerton		Project Name	Remove and replace sanitary sewer manholes	
General Description of Project	Remove existing sewer manholes, replace with new polymer concrete manholes (5)				
Project Cost	\$410,072		Date Project	3/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dylan Freeman	Chris Warnock	NA	NA	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sam Palacios	Public Works Director	Somerton	928.722.7371	sampalacios@somertonaz.gov
Designer	Tomas Sanchez	Engineer	JDA	928.782.7926	tsanchez@jdacivil.com
Construction Manager	Tomas Sasnchez	same	same		

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual		Dylan Freeman	
Years of experience as project manager		7	
Years of experience with this organization		2	
Number of similar projects as project manager		4	
Number of similar projects in other positions		3	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
MVSD		10	3/24
Yuma North End		20	12/23
Ave 5E Improvements		20	3/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	John Sternizke	Name	Jim Allen
Title/Position	Owner	Title/Position	Vice Pres
Organization	Sternco	Organization	DPE
Telephone	928.782.3601	Telephone	928.783.7885
Email	john@sterncoengineers.com	Email	jima@dpeyuma.com
Project	MVSD	Project	Yuma North End
Candidate's role on project	Principal Engineer	Candidate's role on project	Principal
<b>Project Superintendent</b>			
Name of individual		Christopher Warnock	
Years of experience as project superintendent		20	
Years of experience with this organization		6 years	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
MVSD		10	3/24
Yuma North End		40	12/23
Ave 5E Improvements		10	3/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	same as above	Name	same as above
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual		Tony De Anda	
Years of experience as project manager		15	
Years of experience with this organization		7	
Number of similar projects as project manager		15	
Number of similar projects in other positions		15	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
MVSD		10	3/24
Yuma North End		20	12/23
Ave 5E Improvements		20	3/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	same as above	Name	same as above
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual		Jesse Haines	
Years of experience as project superintendent		17	
Years of experience with this organization		7	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		14	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
MVSD		10	3/24
Yuma North End		20	12/23
Ave 5E Improvements		20	3/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	same as above	Name	same as above
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

# U.S. Small Business Administration

## 8(a) Program - Participation Agreement

(revised December 2015)

To participate in the Small Business Administration Business Development (BD) 8(a) program, I/we agree to the following terms and conditions of program participation:

### 1. Financial Data

I/we agree to submit financial statements (balance sheet and income statement) as required by SBA. I/we acknowledge, unless granted certain waivers by SBA, that submission of the following financial statements are mandatory and a condition of program participation:

- a. Audited annual financial statements from a licensed independent public accountant for those concerns with actual receipts of more than \$10,000,000 or more. Statements must be submitted within 120 days after the close of the firm's fiscal year, must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) with a breakdown of 8(a) and non-8(a) revenue.
- b. Reviewed annual financial statements from a licensed independent public accountant for those concerns with gross annual receipts of \$2,000,000 to \$10,000,000. Statements must be submitted within 90 days after the close of the firm's fiscal year and must be prepared in accordance with GAAP with a breakdown of 8(a) and non-8(a) revenue.
- c. For participants with gross annual receipts of less than \$2,000,000; an annual statement prepared in-house or a compilation statement prepared by a licensed independent public accountant, verified as to accuracy by an authorized officer, partner, limited liability member, or sole proprietor of the Participant, including signature and date. Statements must be submitted to SBA within 90 days after the close of the concern's fiscal year with a breakdown of 8(a) and non-8(a) revenue.
- d. When the SBA decides it is vital to obtain a more thorough verification of a concern's financial position, audited or reviewed annual and/or quarterly statements may be required from a licensed independent public accountant. This may occur when a concern's capacity to perform specific 8(a) contract must be determined or when needed to determine continued program eligibility.
- e. In accordance with § 124.602(a)(1) and in lieu of section 1.a above, Participants with gross annual receipts of more than \$10,000,000 which are owned by a Tribe, Alaska Native Corporation, Native Hawaiian Organization, or the Community Development Corporation may elect to submit unaudited financial statements within 120 days after the close of concern's fiscal year, provided the following additional documents are submitted simultaneously:
  - i. Audited financial statements for the parent company owner of the Participant, prepared by a licensed independent public accountant, for the equivalent fiscal year.
  - ii. Certification from the Participant's Chief Executive Officer and Chief Financial Officer (or comparable positions) that each individual has read the unaudited financial statements, affirms that the statements do not contain any material misstatements, and certifying that the statements fairly represent the Participant's financial condition and result in operations
- f. In accordance with § 124.602(g), Participants owned by Tribes, ANCs, NHOs and CDCs may submit consolidated financial statements prepared by the parent entity that include schedules for each 8(a) BD Participant instead of separate audited financial statements for each individual 8(a) BD Participant. If one Participant must submit an audited financial statement, then the consolidated statement and the schedules for each 8(a) Participant must be audited.

### 2. Personal and Business Income Tax Returns:

I/we agree to annually submit copies of personal and business income tax returns for all persons upon whom eligibility is based.

### 3. Program Termination:

I/we agree that my (our) firm may be terminated from the 8(a) BD program upon the occurrence of one or more of the following examples cited at 13 CFR § 124.303:

# U.S. Small Business Administration

## 8(a) Program - Participation Agreement

(revised December 2015)

- a. Submission of false information in the concern's 8(a) BD application, regardless of whether correct information would have caused the concern to be denied admission to the program, and regardless of whether correct information was given to SBA in accompanying documents or by other means.
- b. Failure by the concern to maintain its eligibility for program participation, including failure by an individual owner or manager to continue to meet the requirements for economic disadvantage set forth in §124.104 where such status is needed for eligibility.
- c. Failure by the concern for any reason, including the death of an individual upon whom eligibility was based, to maintain ownership, full-time day-to-day management, and control by disadvantaged individuals.
- d. Failure by the concern to obtain prior written approval from SBA for any changes in ownership or business structure, management or control pursuant to §§124.105 and 124.106.
- e. Failure by the concern to disclose to SBA the extent to which non-disadvantaged persons or firms participate in the management of the Participant business concern.
- f. Failure by the concern or one or more of the concern's principals to maintain good character.
- g. A pattern of failure to make required submissions or responses to SBA in a timely manner, including a failure to provide required financial statements, requested tax returns, reports, updated business plans, information requested by SBA's Office of Inspector General, or other requested information or data within 30 days of the date of request.
- h. Cessation of business operations by the concern.
- i. Failure by the concern to pursue competitive and commercial business in accordance with its business plan, or failure in other ways to make reasonable efforts to develop and achieve competitive viability.
- j. A pattern of inadequate performance by the concern of awarded section 8(a) contracts.
- k. Failure by the concern to pay or repay significant financial obligations owed to the Federal Government.
- l. Failure by the concern to obtain and keep current any and all required permits, licenses, and charters, including suspension or revocation of any professional license required to operate the business.
- m. Excessive withdrawals that are detrimental to the achievement of the targets, objectives, and goals contained in the Participant's business plan, including transfers of funds or other business assets from the concern for the personal benefit of any of its owners or managers, or any person or entity affiliated with the owners or managers ( see §124.112(d)).
- n. Unauthorized use of SBA direct or guaranteed loan proceeds or violation of an SBA loan agreement.
- o. Submission by or on behalf of a Participant of false information to SBA, including false certification of compliance with non-8(a) business activity targets under §124.507 or failure to report changes that adversely affect the program eligibility of an applicant or program participant under §124.204 and §124.112, where responsible officials of the 8(a) BD Participant knew or should have known the submission to be false.
- p. Debarment, suspension, voluntary exclusion, or ineligibility of the concern or its principals pursuant to 2 CFR parts 180 and 2700 or FAR subpart 9.4 (48 CFR part 9, subpart 9.4).
- q. Conduct by the concern, or any of its principals, indicating a lack of business integrity. Such conduct may be demonstrated by information related to a criminal indictment or guilty plea, a criminal conviction, or a judgment or settlement in a civil case.
- r. Willful failure to comply with applicable labor standards and obligations.
- s. Material breach of any terms and conditions of the 8(a) BD Program Participation Agreement.
- t. Willful violation by a concern, or any of its principals, of any SBA regulation pertaining to material issues.

I/we acknowledge that the examples of good cause for termination listed above are illustrative only. Other grounds for terminating a Participant from the 8(a) BD program for cause exist and may be used by SBA.

#### 4. Discriminatory Prohibitions

# U.S. Small Business Administration

## 8(a) Program - Participation Agreement

(revised December 2015)

I/we give assurance that the concern will comply with Parts 112, 113, and 117 of Title 13 of the Code of Federal Regulations. They prohibit discrimination on the grounds of race, color, sex, religion, marital status, handicap, age or national origin.

### 5. Access to Records

I/we agree to fully cooperate with any and all requests from authorized government officials (including auditors and investigators from SBA or other agencies) for examination of business records and any other information deemed necessary by such officials for legitimate program purposes. Furthermore, I/we agree to participate in any interviews which may be requested by such authorized government official(s).

### 6. Business Plan

I/we agree that the business plan submitted by this firm to the SBA will include specific targets, objectives and goals for the business development of the Program Participant (hereinafter referenced as "Development Goals"). When SBA determines that the participant has substantially achieved its Development Goals, I/we further agree that SBA may early graduate the firm from the 8(a) BD Program.

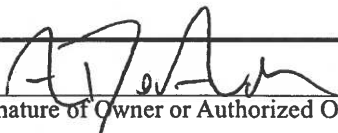
I/we agree, upon certain changes, to submit a modified business plan and updated information to my/our BOS within 30 days after the close of each program year (i.e., mentor protégé agreement, joint venture, change in primary NAICS code, and change in firm DUNS number). I/we also agree to submit a capability statement describing current contract performance capabilities as part of the updated business plan.

### 7. Annual Review of Participation Agreement and Annual Review Documentation

I/we agree to annually submit all of the required annual review documentation and to annually review the Participation Agreement, sign and date it as part of the annual review submission. I/we acknowledge that the signature and date represents that I/we have read and agree to abide by the Participation Agreement and the 8(a) BD regulations, 13 C.F.R. § 124, which can be found at <http://www.gpoaccess.gov/cfr/index.html>.

## Acceptance of Participation Agreement

Name of Concern:

  
\_\_\_\_\_  
Signature of Owner or Authorized Officer of Firm      Managing Member      02/28/2018  
Title      Date

Antonio De Anda

Print Name



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: TAYLOR ENGINEERING PLLC

Risk ID: 021211249

Rating Effective Date: 12/14/2022

Production Date: 07/07/2022

State: ARIZONA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
AZ	.06	7,631	11,686	4,055	0	19,750	372	372
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		7,631	11,686	4,055	0	19,750	112	112

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 112	$C * (1 - A) + G$ 26,923	(A) * (F) 0	(J) 27,035	
Expected	(E) 4,055	$C * (1 - A) + G$ 26,923	(A) * (C) 458	(K) 31,436	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .86

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: TAYLOR ENGINEERING PLLC

Risk ID: 021211249

Rating Effective Date: 12/14/2022

Production Date: 07/07/2022

State: ARIZONA

02-ARIZONA Firm ID: Firm Name: TAYLOR ENGINEERING PLLC

Carrier: 13579 Policy No. 6JUB1K75069618 Eff Date: 12/14/2018 Exp Date: 12/14/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0930			WAIVER OF SUBROGAT	0	0	FMX4594	06	F	372	372	
6306	1.41	.35	45,898	647	226						
6319	.70	.32	167,266	1,171	375						
9812			EMPLOYERS LIABILIT	0	0						
<b>Policy Total:</b>				<b>213,164</b>	<b>Subject Premium:</b>	<b>11,962</b>	<b>Total Act Inc Losses:</b>			<b>372</b>	

02-ARIZONA Firm ID: Firm Name: TAYLOR ENGINEERING PLLC

Carrier: 13579 Policy No. 6JUB1K75069619 Eff Date: 12/14/2019 Exp Date: 12/14/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0930			WAIVER OF SUBROGAT	0	0						
6306	1.41	.35	349,920	4,934	1,727						
9812			EMPLOYERS LIABILIT	0	0						
<b>Policy Total:</b>				<b>349,920</b>	<b>Subject Premium:</b>	<b>23,157</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

02-ARIZONA Firm ID: Firm Name: TAYLOR ENGINEERING PLLC

Carrier: 13579 Policy No. 6JUB1K75069620 Eff Date: 12/14/2020 Exp Date: 12/14/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0930			WAIVER OF SUBROGAT	0	0						
6306	1.41	.35	349,920	4,934	1,727						
6319	.70	.32	1	0	0						
9812			EMPLOYERS LIABILIT	0	0						
<b>Policy Total:</b>				<b>349,921</b>	<b>Subject Premium:</b>	<b>20,277</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

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\* Total by Policy Year of all cases \$2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW  
 C Catastrophic Loss E Employers Liability Loss # Limited Loss

**OSHA's Form 300** (Rev. 04/2004)  
**Log of Work-Related Injuries and Illnesses**

**Note:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 22

U.S. Department of Labor  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

**Please Record:**

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work, activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

**Reminders:**

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name **Taylor Engineering, P.L.L.C.**

City **Yuma** State **AZ**

**Step 1. Identify the person**

**Step 2. Describe the case**

**Step 3. Classify the case**

**Step 4.**

**Step 5.**

SELECT ONLY ONE circle based on the most serious outcome.

Enter the number of days the injured or ill worker was:

Select one column:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burn on right forearm from acetylene torch)	Remained at Work				Enter the number of days the injured or ill worker was:		Illness							
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	State director (2)	Respiratory condition (3)	Training (4)	Hearing loss (5)	All other illnesses (6)		
<input type="button" value="Reset"/>			month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	__ days	__ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>			month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	__ days	__ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>			month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	__ days	__ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>			month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	__ days	__ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>			month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	__ days	__ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>			month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	__ days	__ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3664, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page totals ▶ 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	State director	Respiratory condition	Training	Hearing loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of . . .			
(M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.  
Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment Information**

Your establishment name Taylor Engineering, P.L.L.C.

Street 2260 E. 16th Street

City Yuma State AZ Zip 85365

Industry description (e.g., *Manufacture of motor truck trailers*)  
Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)  
236220

**Employment Information** (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 16

Total hours worked by all employees last year 42,384.00

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Jesse Haines Managing Member  
Company executive Title

Phone 928-285-2380 Date 1/15/23

**Reset**

**Antonio De Anda PE**

## **PROFESSIONAL EXPERIENCE**

### **Taylor Engineering P.L.L.C.**

Managing Member - Owner

July 2016 – Present

Project Management | Engineering Design | Construction Management:

Development of proposals, cost estimating, scheduling, design submittals, ordering materials, construction observation, construction submittals, change orders, contract modification and closeout.

### **Marine Corps Air Station (MCAS) Yuma**

Station Civil Engineer | Engineer-in-Charge (EIC)

2009 – 2016

Project management for infrastructure and facilities projects at the Yuma Marine Corps Air Station.

Development of RFP's, scope of work, cost estimating, review of construction documents, construction observation, review of contractor submittals, RFI's, change orders and validating the contract modification process.

Accomplishments:

MILCON - Military Construction - Lead Manager

- 1) Intermediate Maintenance Activity Facility \$19 million, completed
- 2) Communications Infrastructure Upgrade \$55 million, completed
- 3) Security and Operations Complex \$15 million, under construction
- 4) Aircraft Maintenance Facilities & Apron, \$50 million, design complete

FSRM - Facilities Sustainment, Restoration and Modernization - Lead Manager

Successfully completed 41 FSRM projects ranging in size from \$50,000 to \$2,000,000

\*Received U.S. Green Building Council Heavy Metal Award in February 2015 for excellence in sustainable design.

### **Sunbelt Holdings**

Peoria, Az.

Project Manager

2006 - 2009

Direct the development of real estate for the Vistancia Master Planned Community. Assemble and manage the pre-development team including attorneys, planners, engineers, architects, surveyors and various other professional services. Community facilities district lead manager tasked with budget forecasting a \$120 million multi-year municipal bond series which provided funding for the master utility plan.

Manage the design and construction of the water reclamation facility, water treatment plant expansion, well development, reservoirs, booster stations, lift stations, and non-potable water distribution system.

Risk-adjusted forecasting and planning of business models in accordance with analysis of market conditions, home sales absorption rates and a dynamic parcel takedown schedule as required by the joint venture partnership.

**Accomplishments:**

- 1) Ranked #1 master planned community in the United States 2006 & 2007
- 2) Recorded plats & permitted plans for 16 parcels, 1400 units, \$70 million in sales
- 3) Solely selected and managed over 30 consulting firms contracting \$7.4 million in design services
- 4) Managed all permitting for Vistancia
- 5) Sunbelt Holdings Liaison for the joint venture partnership with Shea Homes

**JMI & Associates**

Scottsdale, Az.  
Project Engineer  
2002 – 2006

Develop storm water, waste water and potable water distribution design and analysis.  
Design and maintain storm water pollution prevention plans and applicable EPA/ADEQ permitting.  
Prepare construction documents including grading, paving, drainage, water, and sewer plan sets.  
Proficient with HEC-RAS, HEC-HMS, HEC-1, Storm Cad, Water Cad, Sewer Cad, ACAD

**The WLB Group**

Tucson, Az.  
Hydrologic | Hydraulic Designer  
2000 – 2002

Develop site specific and regional storm water drainage reports for residential, commercial and roadway projects.  
Floodplain delineation, flood control design, sediment transport, & erosion control. Design storm drain systems, culverts, retention/detention basins and channel conveyance systems. CLOMR/LOMR preparation and processing with FEMA.

Education

B.S. Civil Engineering, 2002  
Minor: Water Resources & Transportation  
University of Arizona

PE Az #59750

Certifications/Training

EM385 40 Hour  
OSHA 30 Hour  
NFPA 70 National Electrical Code Essentials  
NFPA 70E Electrical Safety in the Workplace  
NFPA 101 Life Safety Code Essentials  
ASHRAE Compliance with Standard 90.1  
ASHRAE Using Standard 90.1 to Meet LEED Requirements  
USGBC Building Energy Performance Review Training  
Success Estimator Advanced Course  
ESRI ArcGIS Desktop I & II (40hrs)

Christopher Warnock  
4120 W. 23rd Lane Yuma, AZ 85365 (928) 257-8795  
Cwarnock101@gmail.com

Heavy Equipment operator with 20 years' experience in earthwork excavations and heavy civil construction.

- Field Forman: Directly supervise and coordinate activities of construction or extraction workers.
- Earth Work: Experienced with major land clearing and excavations to include dewatering for high water table areas.
- Heavy Equipment Operator: Operate Water Trucks, Motor Graders, Bulldozers, 613, 623, & 657 Scrapers, Compressors, Pumps, Derricks, Shovels, Tractors, or Front-end Loaders to Excavate, Move, and Grade Earth, Erect Structures, Power Construction Equipment, Pour Concrete, Back Hoe Operator, Loader Operator, Machine Operator, Track Hoe Operator, Excavator Operator, Gannon Tractor Operator, Skid Steer Operator and Grader Operator.
- Building and Construction: Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads. Installation of sewer drains, water lines, mains, storm drains, electrical and fiber duct banks.
- Scheduling Work and Activities: Scheduled events, programs, and activities, as well as the work of others.
- Staffing Organizational Units: Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.
- Preventive Maintenance: Repair and maintain equipment.
- Dredgers: Dewater Trenches, Aquatic Weed Harvesters, and Dredges.
- Dump trucks: Heavy dump trucks; Single axle dump trucks; Tandem axle dump trucks.

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#### Professional Certifications & Training

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- Certified in Asbestos Removal, Nicholas Construction, 12/2008.
- Certified in Confined Spaces, Don Peterson Engineering, 10/2007.
- Certified in Trench Safety, Bill Toms Construction, 01/2009.
- OSHA Training, Nicholas Construction, 06/2009.

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#### Employment History

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**Site Foreman - Lead Heavy Equipment Operator**  
1/2018 to Present

**Taylor Engineering**  
Yuma, AZ

Operated one or several types of heavy civil construction equipment, such as excavator, bulldozers, scrapers, compressors, pumps, tractors, backhoe or front-end loaders to excavate, move, and grade earth, erect structures, and pour concrete.

**Heavy Equipment Operator  
11/2008 to 1/2018**

**Nicholas Construction  
Yuma, AZ**

Heavy equipment operator for a heavy civil construction company.

- Operated one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, and pour concrete.
- Performed preventative maintenance and repair on equipment in addition to other duties.
- Load and move dirt, rocks, equipment, and materials, using trucks, crawler tractors, power cranes, shovels, graders, or related equipment.
- Take actions to avoid potential hazards and obstructions, such as utility lines, other equipment, other workers and falling objects.
- Locate underground services, such as pipes and wires, prior to beginning work.
- Drive and maneuver equipment equipped with blades in successive passes over working areas to remove topsoil, vegetation, and rocks, and to distribute and level earth or terrain.
- Turn valves to control air and water output of compressors and pumps.

**Heavy Equipment Operator  
11/2011 to 12/2012**

**Stronghold Engineering  
Yuma, AZ**

Heavy equipment operator for a heavy civil construction company.

- Operated heavy civil equipment to include excavator, back hoe, loader, water truck, asphalt machine.
- Installed fiber optic and electrical duct banks along with electrical vaults.

**Forman - Heavy Equipment Operator  
08/2001 to 10/2008**

**Bill Toms Construction  
Yuma, AZ**

Crew Forman and heavy equipment operator for a heavy civil construction and excavation company.

- Operated one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, and pour concrete.
- Scheduled projects in logical steps and budget time required to meet deadlines.
- Conferred with supervisory personnel, owners, contractors, and design professionals to discuss and resolve matters such as work procedures, complaints, and construction problems.
- Planned, organized, and directed activities concerned with the construction and maintenance of structures, facilities, and systems.
- Took actions to deal with the results of delays, bad weather, or emergencies at construction site.
- Inspected and reviewed projects to monitor compliance with building and safety codes, and other regulations.
- Studied job specifications to determine appropriate construction methods.
- Oversaw workers who completed specific pieces of the projects, such as underground

utilities.

**Forman**  
**07/1999 to 08/2001**

**Arizona Utilities**  
**Yuma, AZ**

Crew Forman and heavy equipment operator for a utility's installation company. Operated heavy equipment to install underground utilities.

- Supervised a team of up to 4 construction laborers.
- Operated Backhoe, Track hoe, and Water Truck.
- Dewatered trenches, installed lift stations, pre-cast lift stations, and installed sewer lines.

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#### Education

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- Yuma High School, Yuma, AZ 1993

# DYLAN FREEMAN

Yuma, Arizona 85367

(928) 550-2678 - freemandylan12@gmail.com

## PROFESSIONAL SUMMARY

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Hard working and reliable individual with 10 years experience in the construction industry. Has been a key part in finishing and closing out multiple 5-25million dollar projects. Versed in all aspects of construction management , from estimating and bidding to onsite superintendent. personally managed self preforming work such as masonry, earth work, steel erection, steel fabrication, concrete, and maintenance and repairs.

## SKILLS

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- Project planning and development
- Advanced problem solving
- Procore
- Microsoft Project
- Excel
- Adobe PDF
- ComputerEase
- Project estimation and bidding
- Logistics Management

## WORK HISTORY

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08/2020 to 8/2021

**Operations Manager/Project Manager**  
**Eckard Commercial Construction – Yuma, AZ**

- Oversee 40-50 Field employees and day to day operations
- Schedule and coordinate crews and equipment
- Identified and resolved unauthorized, unsafe or ineffective practices.
- Tracked employee attendance and punctuality, addressing repeat problems quickly to prevent long-term habits.
- Oversaw high profile projects for by planning, designing, and scheduling phases.
- Reviewed resumes and employment applications and interviewed applicants to evaluate work history and other qualifications.
- Provided accurate, detailed quantity take-offs from project drawings and technical specifications.
- Tracked project and team member performance closely to quickly intervene in mistakes or delays.
- Built successful project plans covering objectives, resources and staffing to meet schedules.
- Manage projects utilizing Procore
- manage and track Submittals

- Write and submit RFI's
- Estimate and write proposals
- Design mini storage buildings using MBS software
- Negotiate and order materials through vendors
- Managed and overseen 15,000 yards of concrete poured a year

12/2019 to 08/2020 **Fabrication Supervisor/Superintendent**

**Eckard Commercial Construction – Yuma, AZ**

- Assigned work to department personnel to attain department objectives.
- Established and analyzed cost control systems to achieve department budget objectives.
- Provided training, support, direction and mentorship to continually develop employee work habits, job skills and safety practices.
- Controlled procedures to drive production of conforming fabricated assembly components and compliance with quality standards.
- Created 3D CAD models and shop drawings utilizing Solid Works
- Supervised field crews to maximize quality and work efficiency.
- Create punchlists and send to appropriate sub contractor's

01/2017 to 12/2019 **CNC Machinist/3D Modeler**

**Trax International – Yuma, AZ**

- Manually set up machinery, lathes and grinders.
- Maintained tight tolerances with design specifications.
- Trained and coached new team members on proper machine set-up procedures.
- Created instructions for machinists and reviewed 3D CAD design blueprints.
- Studied blueprints to understand specifications and adjusted machines to produce quality parts.
- Designed work paths for custom projects, selecting appropriate parameters for speed, feed rates and tool selection.

## **EDUCATION**

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05/2011

**High School Diploma**

**Gila Ridge High School - Yuma, AZ**

## **RESUME**

**Jesse Allen Haines, P.E.**  
**4829 E. County 15<sup>th</sup> Street**  
**Yuma, AZ 85365**

Management professional having 15 years' experience with a background in engineering systems and standards, administration, business operations, facilities management and civil construction projects. Experience includes directing all phases of Public Works activities including water and waste water maintenance and construction, road maintenance and construction.

### **PROFESSIONAL EXPERIENCE**

**Taylor Engineering P.L.L.C.**  
Managing Member - Owner  
July 2016 – Present

Responsibilities:

Project Management | Engineering Design | Construction Management:  
Development of proposals, cost estimating, scheduling, design submittals, ordering materials, construction observation, construction submittals, change orders, contract modification and closeout.

**Project Manager / Supervisor of O&M – January 2012 – Current**  
**Facility Services Management, Inc., (FSI), Yuma, AZ.**

Responsible for management of a \$85 million 5-year Installation Support Services Contract performing operations, maintenance, renovation, repair, estimating and construction at Yuma Proving Ground, AZ. Yuma Proving Ground has approximately 2.5 million square feet of buildings located on an installation with an area of over 850,000 acres. Responsible for overall operation and management of the entire contract, and acts as the company spokesperson and central point of contact for the Government. Manage the day to day operations of entire site to ensure all contract requirements are met and performed in a safe and efficient manner. Supervise staff of up to 100 administrative, engineers, managers, and technical staff, to include subcontractors, performing maintenance, repair, estimating and construction for the Directorate of Public Works. Execute construction projects efficiently with high quality level and best value to the customer. Work includes full range of utilities from high voltage electrical distribution through water distribution, sanitary sewer collection, landfill operations, buildings and structures, carpentry, pest control, HVAC, UPH, grounds maintenance, as well as heavy equipment operations and test support. Developed and implemented ISO 9001:2008 Quality Management System and was instrumental in development of the program and Certification of the site. When required, serves as the Engineer of Record for YPG Projects. Attends Review Meetings with Government DPW personnel. Responsibilities include, but are not limited to:

- Manage Financial Control of FSI Site Operations. Approximate contract value of \$85 million.
- Scheduling of Individual Job Orders, Service Orders, Preventative Maintenance and Standing Job Orders
- Supervise Supply Purchasing, Warehousing (\$1 million in total value) and Materials Coordination
- Supervise Planning & Estimating Function Area
- Supervise Service Order Reception Function Area
- Supervise Work Order Evaluation
- Unaccompanied Personnel Housing Self-Help
- Engineering Support Services
- Staffing and training
- Ensure site management operations meet ISO 9001:2008 quality standards. Management representative for 3 successful ISO third party audits.

**Civil Engineer - September 2002 – 2011**  
**Dahl, Robins & Associates, Yuma, AZ**

Management of project developments associated with capital improvements projects, sewer collection lines and water distribution systems, road construction and maintenance. Conduct client meetings and presentations to support business development. Project engineer or engineer of record for numerous civil improvement projects throughout Arizona. Major projects worked on include:

- MCAS Base Survey In Support of the F-35 Infrastructure Upgrades Yuma, AZ, 2011
- MCAS Building 498 Infrastructure Improvements Yuma, AZ 2010
- MCAS Apron Replacement Yuma, AZ, 2010
- Walgreens Fortuna Road Yuma, AZ, 2009
- 40th Street Improvements Yuma, AZ, 2009
- Yuma Palms R.V. Resort Yuma, AZ, 2008
- North Fortuna Road Improvements Yuma, AZ, 2007
- Home Depot Chandler, AZ, 2007
- Home Depot Queen Creek, AZ, 2007

- Main St. Water Infrastructure Yuma, AZ, 2006
- Home Depot Nogales, AZ, 2006

**Civil Engineer - August 2000 - September 2002**

**Castro Engineering, Tucson, AZ**

Project Engineer for numerous heavy civil improvement projects throughout Arizona for Public and Federal Clients. Worked with executive management on developing local markets, opened and managed a branch office. Conduct client meetings and presentations to support business development.

- Engineering Study Reports – Erosion studies, sanitary drain system upgrades, evaluated underground storage tanks, floodplain management studies, ArcGIS survey integration, state encroachment permit, traffic control
- Storm Damage Repair, residential drainage improvement, emergency road reopening, crib wall

**LEADERSHIP EXPERIENCE**

**Board of Directors. January 2009 – March 2012**

**Yuma County Airport Authority**

Active member of the board of directors bringing industry knowledge.

**State Vice-President January 2006 - January 2007**

**Arizona Society of Professional Engineers**

Participate in monthly state meetings. Organize fundraisers to benefit future engineering students.

**LICENSE, EDUCATION, AND AFFILIATIONS**

- Arizona Board of Technical Registration: Registered Professional Civil Engineer No. 44,700
- University of Arizona: Bachelors of Science in Civil Engineering: May 2002
- MATHCOUNTS: Program Manager 2013, 2012, 2011, 2010, 2008, 2007
- Western Chapter Arizona Society of Professional Engineers: President 2007, 2006, VP 2005
- Arizona Society of Professional Engineers: State Vice President 2006-2007
- National Society of Professional Engineers
- American Society of Civil Engineers
- Private Pilot
- March of Dimes: March for Babies
- Yuma County Science Fair Judge
- Yuma U of A Alumni Club
- ISO Lead Auditor
- Six Sigma Green Belt

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**TAYLOR ENGINEERING, PLLC**

**FINANCIAL STATEMENTS**

For the Year Ended December 31, 2022



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## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Members and Management of  
Taylor Engineering, PLLC  
Yuma, Arizona

We have reviewed the accompanying financial statements of Taylor Engineering, PLLC (the "Company") which comprise the balance sheet as of December 31, 2022, and the related statements of income and members' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountants' Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### **Accountants' Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

*Conover Asay CPAs, PLLC*

July 25, 2023

# TAYLOR ENGINEERING, PLLC

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## BALANCE SHEET December 31, 2022

### ASSETS

#### CURRENT ASSETS

Cash	\$	451,755
Contracts receivable		440,864
Contract assets		472,942
Other current assets		800

**TOTAL CURRENT ASSETS** 1,366,361

**PROPERTY AND EQUIPMENT**, net of accumulated depreciation 1,188,026

**OPERATING LEASE RIGHT-OF-USE ASSETS**, net 839,660

#### OTHER ASSETS

Investment in joint venture		283,259
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**TOTAL ASSETS** \$ 3,677,306

### LIABILITIES AND MEMBERS' EQUITY

#### CURRENT LIABILITIES

Accounts payable, trade	\$	141,092
Current portion of operating lease liability		86,868
Accrued wages		19,704
Contract liabilities		159,036
Other current liabilities		100
Sales tax payable		18,784

**TOTAL CURRENT LIABILITIES** 425,584

#### NON-CURRENT LIABILITIES

Note payable, \$1,500,000 line of credit		785,962
Operating lease liability, less current portion		752,792

**TOTAL NON-CURRENT LIABILITIES** 1,538,754

**TOTAL LIABILITIES** 1,964,338

#### MEMBERS' EQUITY

1,712,968

**TOTAL LIABILITIES AND MEMBERS' EQUITY** \$ 3,677,306

See Independent Accountants' Review Report and accompanying notes to the financial statements

# TAYLOR ENGINEERING, PLLC

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## STATEMENT OF INCOME AND MEMBERS' EQUITY For the Year Ended December 31, 2022

CONTRACT REVENUES EARNED	\$ 9,804,731	100.0%
COST OF CONTRACT REVENUES EARNED	<u>8,079,990</u>	<u>82.4%</u>
GROSS PROFIT	1,724,741	17.6%
GENERAL AND ADMINISTRATIVE EXPENSES	<u>801,106</u>	<u>8.2%</u>
INCOME FROM OPERATIONS	<u>923,635</u>	<u>9.4%</u>
OTHER INCOME (EXPENSE)		
Interest income	41	0.0%
Interest expense	(40,253)	(0.4%)
Equity in earnings of joint venture	<u>217,786</u>	<u>2.2%</u>
TOTAL OTHER INCOME (EXPENSE)	<u>177,574</u>	<u>1.8%</u>
NET INCOME	1,101,209	<u>11.2%</u>
MEMBERS' EQUITY, BEGINNING OF YEAR	966,143	
LESS: DISTRIBUTIONS, TAXES	<u>(354,384)</u>	
MEMBERS' EQUITY, END OF YEAR	<u>\$ 1,712,968</u>	

See Independent Accountants' Review Report and accompanying notes to the financial statements

# TAYLOR ENGINEERING, PLLC

## STATEMENT OF CASH FLOWS For the Year Ended December 31, 2022

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net income	\$ 1,101,209
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	129,967
Changes in assets and liabilities:	
Contracts receivable	(215,569)
Contract assets	(27,875)
Other current assets	(800)
Accounts payable, trade	69,983
Accrued wages	(182,400)
Contract liabilities	(310,024)
Sales tax payable	(10,023)
Other current liabilities	(105,341)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>449,127</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Capital expenditures	(325,254)
Increase in investment in joint venture	(217,786)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(543,040)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Proceeds from line of credit	287,960
Decrease in due to member	(99,000)
Distributions paid	(354,384)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(165,424)</u>
<b>NET CHANGE IN CASH</b>	(259,337)
<b>CASH, BEGINNING OF YEAR</b>	<u>711,092</u>
<b>CASH, END OF YEAR</b>	<u>\$ 451,755</u>

### Supplemental Disclosure of Cash Flow Information

Interest paid	\$ 40,253
Income taxes paid	\$ -
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 59,950

During the year ended December 31, 2022, the Company acquired approximately \$925,000 of operating lease right-of-use assets in exchange for operating lease liabilities.

See Independent Accountants' Review Report and accompanying notes to the financial statements

# TAYLOR ENGINEERING, PLLC

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## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

#### *Nature of Operations*

Taylor Engineering, PLLC (the "Company") is engaged in the business of commercial construction with an emphasis in governmental contracts in southwestern Arizona and southeastern California. The work is generally performed under fixed-price contracts. The Company's operations are dependent on economic conditions which affect the construction industry, and changes in those conditions may affect the Company's continuing operations.

#### *Significant Accounting Policies*

**Operating Cycle.** Assets and liabilities related to long-term contracts are included in current assets and liabilities in the accompanying balance sheet as they will be liquidated in the normal course of contract completion, although this may require more than one year.

**Use of Estimates.** The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates.

**Cash.** For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash, and at times cash equivalents, in the accompanying balance sheet. The Company, in the ordinary course of business, may maintain bank balances in financial institutions that maintained federal insurance in full for all accounts and limited coverage up to \$250,000 per financial institution. The portion of the deposits in excess of this amount is not subject to such insurance and represents a credit risk to the Company. At December 31, 2022, the Company had approximately \$312,000 of uninsured deposits. Subsequent to December 31, 2022, multiple U.S. banks failed. The Federal Deposit Insurance Corporation, U.S. Treasury, and the Federal Reserve Board have taken steps to avoid a continued fallout. Management considers the risk of loss from uninsured deposits with its financial institutions to be negligible and the Company has not experienced any losses in such accounts.

**Contracts Receivable.** Contracts receivable from construction are based on amounts billed to customers. The Company provides an allowance for doubtful collections which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Normal contracts receivable are due 30 days after issuance of the invoice. Contracts receivable past due more than 90 days are considered delinquent. Delinquent contracts receivable may be written off based on individual credit evaluation and specific circumstances of the customer.

At December 31, 2022, no allowance has been provided for potentially uncollectible contracts receivable, and, in the view of management, all receivables are considered fully collectible.

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

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## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Contract Assets.** Contract assets include amounts due under contractual retainage provisions as well as costs and estimated earnings in excess of billings. Costs and estimated earnings in excess of billings also represent amounts earned and reimbursable under contracts, but have a conditional right for billing and payment such as achievement of milestones or completion of the project. Generally, such unbilled amounts will become billable according to the contract terms and generally will be billed and collected within one year. When events or conditions indicate that it is probable that the amounts outstanding become unbillable, the transaction price and associated contract asset is reduced.

**Property and Equipment.** Property and equipment is stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from 3-40 years. Additions, renewals, and betterments that significantly extend the life of the asset are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

**Impairment of Long-Lived Assets.** The Company accounts for long-lived assets in accordance with the provisions of Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 360, *Impairment or Disposal of Long-Lived Assets*. ASC 360 requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. No impairment charges were recorded during the year ended December 31, 2022.

**Right-of-Use Assets and Lease Liabilities.** A lease contract conveys the right to use an underlying asset for a period of time in exchange for consideration. At inception, the Company evaluates whether a contract contains a lease by determining if there is an identified asset and if the contract conveys the right to control the use of the identified asset in exchange for consideration over a period of time. The Company recognizes leases in accordance with ASC Topic 842, *Leases*. The Company has elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the Company to carry forward the historical lease classifications and conclusions regarding whether existing or expired contracts contain a lease.

As a result of adopting the new standards during the period ended December 31, 2022, the Company recorded an additional operating lease right-of-use asset and lease liability of approximately \$925,000 each. Adoption of the new standard did not materially impact the Company's net income and had no impact on members' equity or cash flows.

# TAYLOR ENGINEERING, PLLC

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## NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

### 1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

At lease commencement, the Company measures and records a lease liability equal to the present value of the remaining lease payments, generally discounted using the borrowing rate on secured debt or a risk-free discount rate, using a comparable period with the lease term. All lease and non-lease components are combined for all leases. Lease payments for leases with a term of 12 months or less are expensed as incurred with no lease asset or liability recognized. The Company assesses the option to extend or renew the individual leases in determining the term of lease contracts.

On the lease commencement date, the amount of the right-of-use ("ROU") assets consists of the following:

- 1) The amount of the initial measurement of the lease liability;
- 2) Any lease payments made at or before the commencement date, minus any lease incentives received; and
- 3) Any initial direct costs received

On a quarterly basis, the Company determines if subcontractor, vendor or service provider agreements contain embedded leases by assessing if an asset is explicitly or implicitly specified in the agreement and the counterparty has the right to substitute the asset.

**Contract Liabilities.** Contract liabilities consist of provisions for losses, billings in excess of costs and estimated earnings and may include retainage. Provisions for losses are recognized in the statement of income and members' equity at the uncompleted performance obligation level for the amount of total estimated losses in the period that the evidence indicates that the estimated total cost of a performance obligation exceeds its estimated total revenue. Billings in excess of costs and estimated earnings are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition. Generally, unearned project-related costs will be earned within one year.

**Revenue and Cost Recognition.** The Company accounts for revenues and costs in accordance with the provisions of ASC Topic 606, *Revenue from Contracts with Customers*. The core principle of Topic 606 is that revenue will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration for which entitlement is expected in exchange for those goods or services.

For financial reporting purposes, profits on construction contracts are recorded when the identified performance obligations are satisfied and as each construction project progresses. Such amounts necessarily are based on estimates, and the uncertainty inherent in the initial estimates is reduced progressively as work on the contract nears completion.

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the accompanying balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals (e.g., quarterly or monthly) or upon achievement of contractual milestones. Generally, billing occurs subsequent to revenue recognition, resulting in contract assets. However, the Company may receive advances or deposits from customers, before revenue is recognized, resulting in contract liabilities. These deposits are liquidated when revenue is recognized.

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

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## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, sales tax, and depreciation costs. Changes in job performance, job conditions, and estimated profitability may result in revisions to cost and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period. Claims for additional contract revenue are recognized when realization of the claim is probable and the amount can be reasonably determined. Contracts are considered complete when substantially all costs have been incurred and all contract billings and payables have been satisfied.

Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Costs to mobilize equipment and labor to a job site prior to substantive work beginning ("mobilization costs") are capitalized as incurred and amortized over the expected duration of the contract. As of December 31, 2022, the Company had no material pre-contract costs and capitalized mobilization costs.

**Income Taxes.** For tax reporting purposes, the Company reports income and expenses on the cash method of accounting. The Company has elected, by consent of its members, to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company generally does not pay corporate income taxes on its taxable income. Instead, the members of an S corporation are taxed on their proportionate share of the Company's taxable income.

ASC 740-10, *Accounting for Uncertainty in Income Taxes*, requires a more likely than not threshold for financial statement recognition and measurement of tax positions taken on the Company's income tax returns. ASC 740-10 requires management to evaluate the likelihood that, upon examination by relevant taxing jurisdictions, those income tax positions would be sustained. Based on that evaluation, management believes the tax positions taken on the Company's income tax returns are appropriate. To the extent that management's assessment of such tax positions change, a liability would be recognized for the unrecognized benefits, along with any interest and penalties that would result from disallowance of the position. Should any such penalties and interest be incurred, the Company's policy is to classify interest on any income tax liability as interest expense and penalties as income tax expense in its financial statements. During the year ended December 31, 2022, the Company did not recognize any interest or penalties. At December 31, 2022, the Company did not have any unrecognized tax benefits. With few exceptions, the Company is no longer subject to U.S. federal and state income tax examinations for years before 2019 and 2018, respectively.

**General and Administrative Expenses.** General and administrative costs are charged to expense as incurred.

**Advertising Costs.** Advertising costs are expensed as incurred. Total advertising costs for the year ended December 31, 2022 was \$4,185.

**Compensated Absences.** The Company's compensated absence policy grants employees vacation and sick time based on hours worked and date of hire. Management does not consider any paid-time off accrual to be necessary as the amount is immaterial.

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Major Customers.** During the year ended December 31, 2022, there were contract revenues recognized from two major customers that represented 55% of total contract revenues. At December 31, 2022, two customers represented 100% of contracts receivable.

### 2. CONTRACTS RECEIVABLE

Contracts receivable consist of the following at December 31, 2022:

Completed contracts	\$	63,241
Contracts in process		377,623
		<u>440,864</u>
Less: allowance for doubtful accounts		<u>-</u>
	\$	<u><u>440,864</u></u>

Contracts receivable aging consist of the following at December 31, 2022:

	%	Amount
Current	100.0%	\$ 440,864
31 - 60	0.0%	-
61 - 90	0.0%	-
Over 90	0.0%	-
	<u>100.0%</u>	<u>\$ 440,864</u>

The Company grants credit to customers and generally does not require collateral. Credit risk is affected by conditions or occurrences within the economy and the construction industry. The Company may make use of security agreements in the form of lien rights to protect its interests as it deems necessary.

Contracts receivable at the beginning of the year were \$225,295.

### 3. CONTRACT ASSETS AND CONTRACT LIABILITIES

The following is a summary of contracts in process at December 31, 2022:

Costs incurred on uncompleted contracts	\$	5,765,431
Estimated earnings on uncompleted contracts		1,375,207
		<u>7,140,638</u>
Less: billings to date		<u>(6,826,702)</u>
	\$	<u><u>313,936</u></u>

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 3. CONTRACT ASSETS AND CONTRACT LIABILITIES (CONTINUED)

The above relationship of billings to costs and estimated earnings is included in the accompanying balance sheet under the following captions:

Contract assets	\$ 472,942
Contract liabilities	<u>(159,006)</u>
	<u>\$ 313,936</u>

### 4. CONTRACT BALANCES

Contract assets consist of the following at December 31, 2022:

Costs and estimated earnings in excess of billings	<u>\$ 472,942</u>
----------------------------------------------------	-------------------

Contract liabilities consist of the following at December 31, 2022:

Billings in excess of costs and estimated earnings	\$ 159,006
Provision for loss	<u>30</u>
Provision for loss	<u>\$ 159,036</u>

The entire amount of prior year billings in excess of costs and estimated earnings was recognized as revenue in the current period. It is reasonably possible that the Company's recorded estimate of the above assets and obligations may change in the near term.

### 5. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2022:

Vehicles	\$ 525,376
Equipment	564,842
Office equipment	124,188
Leasehold improvements	<u>316,172</u>
	1,530,578
Less: accumulated depreciation	<u>(342,552)</u>
Net property and equipment	<u>\$ 1,188,026</u>

Depreciation expense for the year ended December 31, 2022, was \$129,967.

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 6. JOINT VENTURE

The Company has a 51% interest in Taylor Engineering - West Point JV LLC, a corporate joint venture that is primarily involved in construction activities located on military bases in the southwestern United States. The Company accounts for the investment using the equity method. The Company does not expect liquidation of the joint venture in the near term. A summary of the Company's investment in the joint venture are as follows:

Balance at January 1, 2022	\$	65,473
Equity in net assets during 2022		217,786
Distributions		-
		<hr/>
Balance at December 31, 2022	\$	<u>283,259</u>

The following is the condensed financial information on the joint venture as of December 31, 2022 and for the year then ended:

Cash	\$	935,629
Contracts receivable, net		579,347
Construction assets		454,748
		<hr/>
		1,969,724
Less:		
Current liabilities		<u>1,481,663</u>
Net assets	\$	<u>488,061</u>
Revenue	\$	<u>3,320,404</u>
Net income	\$	<u>427,031</u>
Company's interest in net income	\$	<u>217,786</u>

### 7. NOTE PAYABLE, LINE OF CREDIT

Note payable, bank consists of a revolving line of credit with 1st Bank Yuma. This is a \$1,500,000 operating line that bears interest at prime (7.5% as of December 31, 2022) plus 1.0%, with a minimum rate of 5.0%. This loan matures in April 2024 and is collateralized by corporate assets and guaranteed by the members. The outstanding balance at December 31, 2022 is \$785,962.

### 8. CONTINGENCIES

The Company, as a condition for entering into certain construction contracts, purchased surety bonds. The bonds are guaranteed by corporate assets of the Company and personal assets of the owners.

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. There are no pending significant legal proceedings to which the Company is a party for which management believes the ultimate outcome would have a material adverse affect on the Company's financial position.

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 8. CONTINGENCIES (CONTINUED)

The Company is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of suretyship, guarantee, or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts.

### 9. LEASES

The Company is currently leasing office space from a related party under a non-cancelable operating agreement on a month to month basis. However, management expects to continue leasing the space until December 2031.

As of December 31, 2022, the remaining lease term for the operating lease was 9 years and the discount rate was 1.76%.

The following table summarizes the maturities of the Company's undiscounted operating lease liabilities outstanding as of December 31, 2022.

Year ending December 31:	
2023	\$ 100,800
2024	100,800
2025	100,800
2026	100,800
2027	100,800
Thereafter	<u>403,200</u>
Subtotal	907,200
Less: imputed interest	<u>(67,540)</u>
Total	<u>\$ 839,660</u>

Operating lease cost for the year ended December 31, 2022, was \$59,950.

### 10. BACKLOG

The following schedule shows a reconciliation of backlog representing signed contracts in existence at December 31, 2022:

Balance at beginning of year	\$ 3,517,579
Adjustments and new contracts for the year ended December 31, 2022	<u>7,894,857</u>
	11,412,436
Less: contract revenues earned for the year ended December 31, 2022	<u>(9,804,731)</u>
Balance at end of year	<u>\$ 1,607,705</u>

See Independent Accountants' Review Report

# TAYLOR ENGINEERING, PLLC

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## NOTES TO THE FINANCIAL STATEMENTS December 31, 2022

### 10. BACKLOG (CONTINUED)

In addition, between December 31, 2022 and July 25, 2023, the Company entered into additional contracts with aggregate revenues projected to be approximately \$2,321,000.

### 11. SUBSEQUENT EVENTS

The date to which events occurring after December 31, 2022, the date of the most recent balance sheet, have been evaluated for possible adjustments to the financial statements or disclosure is July 25, 2023, which is the date the financial statements were available to be issued.

Ombudsman-Citizens'

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Get the facts on COVID-19 (<https://azdhs.gov/covid19/index.php>)



Arizona

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(<https://roc.az.gov/>).

## Contractor Search

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### DETAILS FOR

## Taylor Engineering PLLC

LICENSE NUMBER ROC 318502

This information is current as of 2023-10-12 11:14:07

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

### CONTRACTOR

### LICENSE

Business Entity Name	<b>Taylor Engineering PLLC</b>	Class & Description	<u>General Dual KA Dual Engineering</u>
City and State	<b>Yuma, AZ, 85365</b>	Entity Type	LLC
Phone	<b>9283155174</b>	Issued / Renewal	
Status / Action	<u>Active</u>	First Issued	2018-04-02
		Renewed Through	2024-04-30

### QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this

<b>0</b> Open Cases ⓘ	<b>0</b> Disciplined Cases ⓘ	<b>0</b> Resolved / Settled Cases ⓘ
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### BOND INFORMATION

[How to collect from a license bond \(https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect\)](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)  
[Bond Company Contact Information Sheet \(https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf\)](https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf)

Bond Type : Surety  
 Bond Number : 0703650  
 Effective Date : 2018-02-23  
 Bond Company : Westfield Insurance Co  
 Amount : \$ 14000  
 Paid : \$ 0  
 Available : \$ 14000  
 Status : Active

To find out if a contractor's ROC license is current and see other information related to the license, [enter their 6 digit license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

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For a list of contractors with their full information, please submit a [Public Records Request through our Public Records Request One-Stop page. \(https://azroc.my.site.com/AZRoc/s/roc-online-services\)](https://azroc.my.site.com/AZRoc/s/roc-online-services). Thank you.

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. C.

**Meeting Date:** 10/25/2023

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the awarding of a construction services contract to Taylor Engineering, P.L.L.C. for the replacement of five (5) sanitary sewer manholes located near Hidalgo Ave and Cesar Chavez Boulevard. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

#### SUMMARY:

Public Works identified that the initial bids received in July of this year were high for the scope of work outlined in the solicitation. This second formal bid for the manhole project resulted in much lower bid results, potentially saving the City of San Luis \$75,000.00. The formal bid process resulted in three (3) bids, with Taylor Engineering, P.L.L.C. being the lowest responsive bidder in the amount of \$161,000.00.

The Department of Public Works is seeking the Mayor and Council's approval for accepting and awarding a construction contract to Taylor Engineering P.L.L.C., the lowest responsible bidder, for the Hidalgo Avenue Manhole Replacement Project. This purchase falls under the provisions of City Code 3.05.030, 3.05.040, and 3.05.050.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO ACCEPT AND AWARD THE SUCCESSFUL BID TO TAYLOR ENGINEERING, P.L.L.C., FOR THE HIDALGO AVENUE MANHOLE REPLACEMENT PROJECT IN THE AMOUNT OF \$161,000.00.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$161,000.00
<b>BUDGETED AMOUNT:</b>	\$320,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$320,000.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Non Capital Projects #310-311-89000/ \$320,000.00

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

The \$161,000.00 is included in the CIP budget for the Wastewater manhole repairs GL account # 310-311-89000 with a budget amount of \$320,000.00 for FY 2024.

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## **Attachments**

Proposal Kit - Hidalgo Avenue Manhole Replacement Project

101023 Rebid Tabulation Hidalgo Avenue Manhole Replacements Project

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# City of San Luis

## Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

# CONTRACT DOCUMENTS

## FOR

### CITY OF SAN LUIS

### HIDALGO AVENUE MANHOLE REPLACEMENTS PROJECT

City of San Luis  
1090 East Union Street  
PO Box 1170  
San Luis, Arizona 85349

APPROVED BY:

**Interim City Manager:**

Jenny Torres

**Mayor:**

Nieves Riedel

**Vice - Mayor:**

Jose E. Cabrera

**Council Members:**

Maria Cecilia Cruz

Tadeo Azael De La Hoya

Matias Rosales

Gloria Torres

Javier Vargas



# City of San Luis

## Department of Public Works

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• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

### **CITY OF SAN LUIS**

### **HIDALGO AVENUE MANHOLE REPLACEMENTS PROJECT**

#### Table of Contents

1. Contract documents cover sheet
2. Table of Contents
3. Invitation for bids/newspaper advertisement
4. Project map
5. Picture of new Armorock manholes
6. Bid schedule
7. Proposal submittal form
8. Bid surety bond form
9. Non-collusion affidavit
10. Bidder's participation/subcontractor/suppliers list form
11. Sample Contract/Agreement
12. Armorock packing slips/materials inventory
13. Special Conditions

# Request for Proposal

Published in Yuma Sun on July 2, 2023

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## Location

Yuma County, Arizona

## Due Date

Tuesday, July 18th 2023, 5:00 am

## Notice Text

INVITATION FOR BIDS

CITY OF SAN LUIS, ARIZONA

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the Office of the City Clerk, City Hall, 1090 E. Union Street, City of San Luis, Arizona until 10:00 A.M. (M.S.T) on Tuesday, July 18, 2023, for furnishing all labor, equipment, tools and performing all services required for the removal of 5 existing sanitary sewer manholes and the installation of 5 City furnished new polymer sanitary sewer manholes located on the City of San Luis right of way near Hidalgo Ave and Cesar Chavez Blvd. And work incidental thereto. Proposals will then be publicly opened and read aloud. Each Bid should be submitted on the proposal form and be accompanied by a certified or cashiers check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

The proposed work is located within the limits of the City of San Luis, Arizona, in the vicinity of Hidalgo Ave and Cesar Chavez Blvd. The work consists of, the removal of (5) five existing sanitary sewer manholes and replacement with five (5) new polymer sanitary sewer manholes. The replacement manholes have been purchased and are located in the City of San Luis within 2 miles of the project site and are ready for installation. All manholes are approximately 15' deep.

The project shall be complete and in place within 45 calendar days from the date of Notice to Proceed (NTP) Tentatively scheduled for 7/27/23. Project contract documents may be obtained via email at [mhernandez@sanluisaz.gov](mailto:mhernandez@sanluisaz.gov).

A non-mandatory Pre-bid conference will be held at the City of San Luis Pedro Julian Conference Room in City Hall on 7/13/23 at 2:00 P.M. (M.S.T) to discuss specification and answer any questions Bidders may have.

All bids must be in a sealed envelope and plainly marked: CITY OF SAN LUIS - HIDALGO AVENUE MANHOLE REPLACEMENTS PROJECT .

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening thereof:

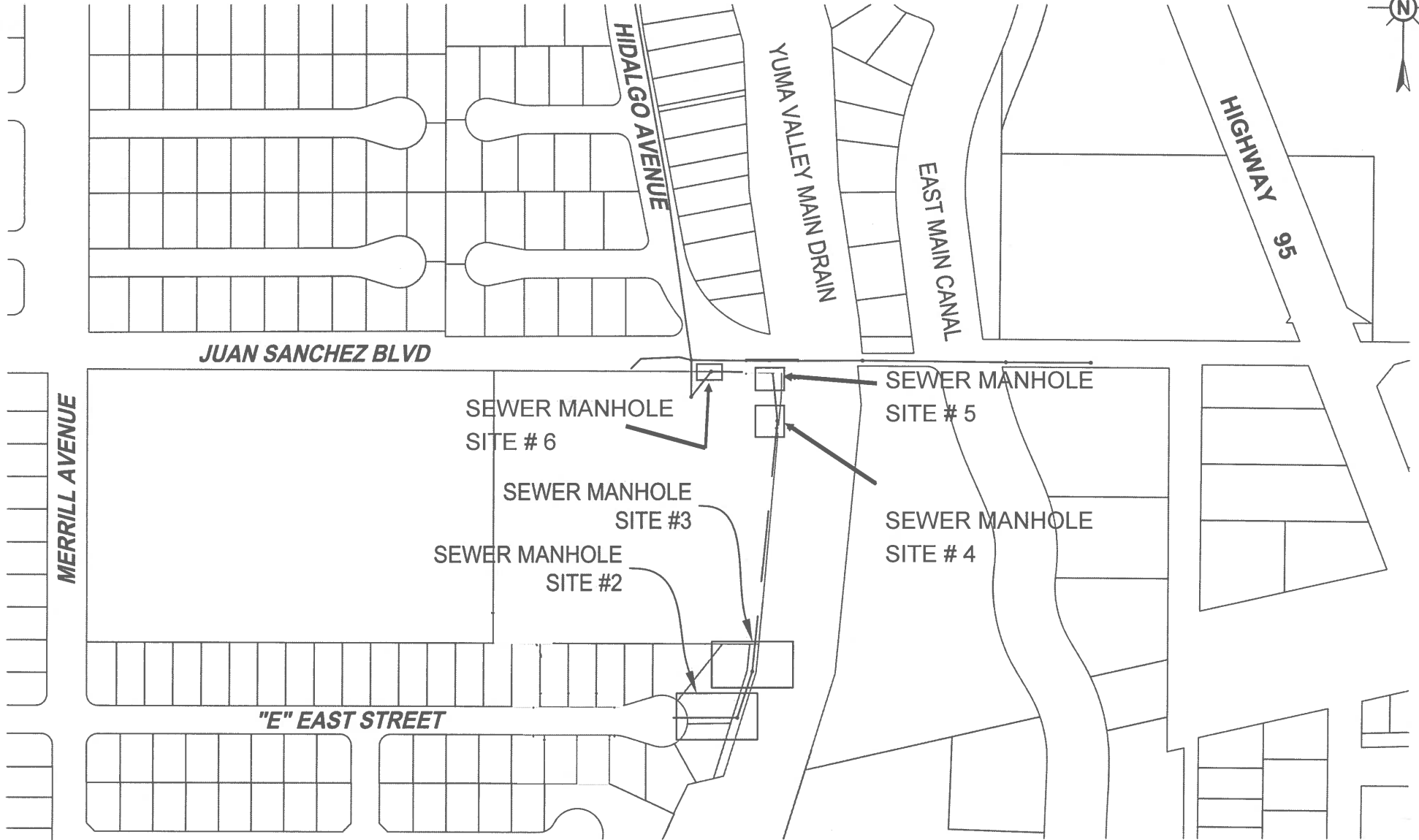
CITY OF SAN LUIS, ARIZONA

JENNY TORRES, Assistant City Manager

Yuma Sun: July 2, 9, 2023 - 216970

City of San Luis

Hidalgo Avenue Manhole Replacements Project



Location Map





City of San Luis  
Hidalgo Avenue Manhole Replacements Project  
Bid Schedule

Company Name:	
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Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Mobilization	1	Lump Sum		
2	Transporting of Manholes to work site	1	Lump Sum		
3	Traffic Control and Traffic Plan	1	Lump Sum		
4	Temporary Wastewater Bypass	1	Allowance	\$10,000 (Max)	
5	Manhole #2 Replacement	1	EA		
6	Manhole #3 Replacement	1	EA		
7	Manhole #4 Replacement	1	EA		
8	Manhole #5 Replacement	1	EA		
9	Manhole #6 Replacement	1	EA		
				Total	

# PROPOSAL

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_,

A corporation organized under the laws of the State of \_\_\_\_\_,

or a partnership consisting of \_\_\_\_\_,

or individual trading as \_\_\_\_\_;

of the City of \_\_\_\_\_ (City, State) and is the holder of Arizona State Contractor's license(s): \_\_\_\_\_ (type) Classification

\_\_\_\_\_ License No. \_\_\_\_\_.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ \_\_\_\_\_ and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

By \_\_\_\_\_

[Signature]

[Date]

Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

[If Bidder is an Individual]

Witness: \_\_\_\_\_

[Signature]

[Date]

# BID SURETY BOND

Project Name:

For: City of San Luis, Arizona

KNOWN ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (hereinafter call the Principal), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of

\_\_\_\_\_ And duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City of the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said surety bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis – East San Luis Community Park County 24<sup>th</sup> Street Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for this the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities of this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal Firm [Seal]

\_\_\_\_\_  
Surety Firm [Seal]

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Address

NOTE: Attach current power of attorney}

# NON-COLLUSION AFFIDAVIT

Project Name:

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State \_\_\_\_\_.

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

**BIDDER'S PARTICIPATION,  
SUBCONTRACTOR AND SUPPLIERS LIST**

Project Name:

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

**BIDDER AN ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING**

**BIDDER,**

**SUBCONTRACTOR  
AND/OR SUPPLIER**

**CURRENT AZ LICENSE  
[CONTRACTOR/SUB CONTRACTOR]**

- |          |       |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

**AGREEMENT**

**For the Construction of**

**City of San Luis**

**COUNTY 22ND STREET AND SIDEWINDER ROAD INTERSECTION IMPROVEMENTS**

This agreement ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

<p>Company Name Address Line 1 Address Line 2</p> <p>a for-profit corporation organized under the laws of Arizona. ("CONTRACTOR")</p>	<p>City of San Luis 1090 East Union Street (Physical Address) P.O. Box 3750 (Mailing Address) San Luis, Arizona 85349</p> <p>a municipal corporation organized under the laws of Arizona ("OWNER")</p>
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The CONTRACTOR and OWNER may be referred to individually as the Party and collectively as the Parties.

**WITNESSETH:** The CONTRACTOR, for and in consideration of the sum of \$\_\_\_\_\_, to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF WORK:** The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the **City of San Luis – Hidalgo Avenue manhole replacement Project** ("PROJECT"), per the CONTRACTOR's bid of \_\_\_\_\_, 2023, ("PROPOSAL"). and to completely and totally remove and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

**ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their Employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

**ARTICLE IV – CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS:** Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as define in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

**ARTICLE V - CONFLICT OF INTEREST:** All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

**ARTICLE VI - TIME OF COMPLETION:** The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet [**90 calendar days** from date of Notice to Proceed].

**ARTICLE VII - PAYMENTS:** For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments

within forty-five (45) days after final inspection and acceptance of the work.

**ARTICLE VIII – INDEMNIFICATION:** The CONTRACTOR hereby agrees to indemnify and save harmless the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

**IN WITNESS WHEREOF,** the original CONTRACT will be filed with the City of San Luis Clerk.

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of \$\_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

**(Company Name)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness [If CONTRACTOR is an individual] [Date]

\_\_\_\_\_  
Name and Title

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

**City of San Luis, Owner,**

\_\_\_\_\_  
Jenny Torres, Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

# Packing Slip

## Armorock LLC

Armorock BC Main  
 14555 Spring Canyon Road  
 Boulder City, NV 89005  
 Phone: 702-824-0702  
 Email: ar@armorock.com

Order #	Date
S2023-4017	06/22/2023



**Ship To:**  
 City of San Luis, Public Works Department  
 PLEASE REFER TO BROKER DOCUMENTS  
 PO Number: 2023-4017

**Bill To:**  
 City of San Luis, Public Works Department  
 1090 E Union Street  
 San Luis, AZ 85349  
 UNITED STATES

Truck Count	Date Scheduled	FOB Point	Shipping Terms	Carrier	Ship Service	Order Num
1	06/22/2023	Origin	Prepaid & Billed	Delivery		CZN

Truck Info		Weight	Tracking #
Truck #			
1		3750.0 lbs	
<b>Total Weight: 3750.0 lbs</b>			<b>Truck Count: 1</b>

*PO# 2023-4017*

Line #	Part #	Description	Qty Ordered	Qty Shipped	Qty Remaining
1	S106-16AWS	S106-16AWS NPC Boot	10 ea	10 ea	0 ea
2	MASJ	MASJT1.25 - 1.25 IN X 14 FT JOINT MASTIC	12 ea	12 ea	0 ea
3	MHC4824	48 IN X 3' ECC POLYMER CONE W/ 24" ACCESS	5 ea	4 ea	1 ea
4	MHS4848	48IN x 4 FT POLYMER MH SECTION	1 ea	1 ea	0 ea
5	MHS4860	48 IN x 5 FT POLYMER MH SECTION	1 ea	0 ea	1 ea
6	MHS4872	48 IN x 6 FT POLYMER MH SECTION	5 ea	0 ea	5 ea
7	MHB4830.75	48 IN X 2 FT 6 IN POLYMER PRECAST BASE 3/4 DEPTH TROUGHING	1 ea	1 ea	0 ea
		1 ea - SN(s): CZN-MH 2;			
8	MHB4836.75	48 IN X 3 FT POLYMER PRECAST BASE 3/4 DEPTH	1 ea	1 ea	0 ea
		1 ea - SN(s): CZN-MH-3;			
9	MHB4848.75	48 IN X 4 FT POLYMER PRECAST BASE	3 ea	3 ea	0 ea
		1 ea - SN(s): CZN-MH 6;			
		1 ea - SN(s): CZN-MH 05;			
		1 ea - SN(s): CZN-MH 4;			
10	PR24X1FN	24" X 1" FLAT PRO-RING (36-24F-100)	3 ea	3 ea	0 ea
11	PR24X2FN	24" X 2" FINISH PRO-RING (36-24F-200)	1 ea	1 ea	0 ea
12	PR24X4FN	24" X 4" FINISH PRO-RING (36-24F-400)	2 ea	2 ea	0 ea
13	PR24X6FN	24" X 6" FINISH PRO-RING (36-24F-600)	4 ea	4 ea	0 ea

*all*  
*Gillette*

# Packing Slip

## Armorock LLC

Armorock BC Main  
 14555 Spring Canyon Road  
 Boulder City, NV 89005  
 Phone: 702-824-0702  
 Email: ar@armorock.com

Order #	Date
SCZN.1	06/22/2023



**Ship To:**  
 City of San Luis, Public Works Department  
 PLEASE REFER TO BROKER DOCUMENTS

**Bill To:**  
 City of San Luis, Public Works Department  
 1090 E Union Street  
 San Luis, AZ 85349  
 UNITED STATES

Truck Count	Date Scheduled	FOB Point	Shipping Terms	Carrier	Ship Service	Order Num
1	06/22/2023	Origin	Prepaid & Billed	Delivery		CZN.1

### Truck Info

*PO# 2023-4017*

Truck #	Weight	Tracking #
1		
<b>Total Weight:</b>		<b>Truck Count: 1</b>

Line #	Part #	Description	Qty Ordered	Qty Shipped	Qty Remaining
1	PR24X6FN	24" X 6" FINISH PRO-RING (36-24F-600)	1 ea	1 ea	0 ea

*OK*  
*Gilberto Torres*  
 06/23/23

**City of San Luis**

**Sewer Manholes - E Street and Main Drain South of Cesar Chavez Blvd.**

Manhole No.	Description	U/S Pipe Dia.	D/S Pipe Dia.	Rim Elev.	U/S Invert	D/S Invert	Height (to D/S Inv.)	Drop	Deflection Angle (shortest angle between pipes)
(Note 1) 2	Main Drain at E St.	12 inch	12 inch	95.50	W. Inv. = 78.51	NE Inv. = 78.49	17.01 ft.	0.02 ft.	107 Deg. 37' 49"
3	Main Drain N. of E St.	12 inch	12 inch	94.60	SE. Inv. = 78.27	N Inv. = 78.22	16.38 ft.	0.05 ft.	167 Deg. 59' 10"
4	So. of Cesar Chavez Blvd	12 inch	12 inch	91.11	S. Inv. = 77.72	N Inv. = 77.65	13.46 ft.	0.07 ft.	168 Deg. 48' 53"
5	Cesar Chavez Blvd at Main	12 inch	12 inch	91.31	S. Inv. = 77.59	W Inv. = 77.57	13.74 ft.	0.02 ft.	96 Deg. 31' 9"
(Note 2) 6	Cesar Chavez at E. of LS 300	12 inch	10 inch	90.18	E. Inv. = 76.99	W Inv. = 76.77	13.41 ft.	0.22 ft.	127 Deg. 48' 23"

Note 1: Inverts measured were U/S = 78.46 and D/S = 78.55, with a -0.09' backflow. Adjusted inverts to U/S = 78.51 and D/S = 78.49, for a 0.02' drop thru manhole.

Note 2: Per City crew MH#6 D/S pipe is 10 inches in diameter. Suggest ordering MH#6 with D/S pipe diameter 12 inches and install 12" to 10" eccentric reducer during construction.



# City of San Luis

## Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

### CITY OF SAN LUIS

## HIDALGO AVENUE MANHOLE REPLACEMENTS PROJECT

### Special Conditions

1. **Description:** This section describes the items of work related to the removal of five (5) existing manholes and the installation of five new Armorock polymer concrete sanitary sewer manholes per manufacturer's recommendations. City of San Luis will provide the new five (5) manholes with frame and covers. The Contractor shall provide all labor, equipment, and other materials for the replacement of the manholes. Contractor will be responsible for transporting and handling the manholes from the City of San Luis Public Works Yard to the worksite (less than 2 miles).
2. **Contract Documents:** "Contract Documents" shall consist of the bid advertisement, sample contract, special conditions, maps and drawings including, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution. The proposal; the contract; contract documents, the performance payment bond; and insurance certificates. These items together form the contract.
3. **Codes and Permits:** The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. No City permit will be required.
4. **Special Precautions:** Provide barriers in all locations where temporary pumps, pipe and other accessories are located in roadways, driveways, and other vehicle-accessed areas. When overnight pumping is necessary, provide continuous monitoring by Contractor personnel posted at the pump location. Contractor is responsible for protecting and securing project/work areas.
5. **Wastewater Flow Data:** The average daily flow at the worksite is 45,000 – 55,000 gallons per 24 hours. There may be potential time frame of a 6 hour window to plug or stop flow at this location. This will be discussed during the pre bid meeting.
6. **Standards:**
  - a. City of San Luis Construction Standard
  - b. City of San Luis MAG Supplement – Rev 1 – 10-21-2016
7. **Inspections:** Camera and routine progress inspections will be performed by City of San Luis.
8. **Traffic control and traffic plan:** Contractor will be responsible for developing and executing a traffic control plan for project/work areas.
9. **Soil:** Ground water is not expected to be encountered as part of this project.
10. **ABC base:** The ABC thickness will need to be evaluated when exposed. Additional ABC may be required to rebuild the base thickness.



# City of San Luis

## Department of Public Works

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• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

### CITY OF SAN LUIS

### HIDALGO AVENUE MANHOLE REPLACEMENTS PROJECT

Special Conditions (Continued)

11. **Grading:** Contractor is responsible to complete final grading as required by the City of San Luis to match existing condition.
12. **Fill and Backfill:** Importing and exporting of material is not anticipated. City will coordinate compaction testing with a 3<sup>rd</sup> party geotechnical laboratory.
13. **Project Duration:** 90 days
14. **Project Location:** Project/Work area may overlap with Yuma County Water Users Association right of way. Coordination/communication will be necessary.

City of San Luis  
Hidalgo Avenue Manhole Replacements Project  
Bid Tabulation

Bid Item	Item Description	Estimated Quantities	Unit	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
				Taylor Engineering		JTR General Engineering Contractor		Gutierrez Canales Engineering	
1	Mobilization	1	Lump Sum	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,880.00	\$ 5,880.00
2	Transporting of Manholes to work site	1	Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,480.00	\$ 4,480.00
3	Traffic Control and Traffic Plan	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 6,300.00	\$ 6,300.00
4	Temporary Wastewater Bypass	1	Allowance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5	Manhole #2 Replacement	1	EA	\$ 28,300.00	\$ 28,300.00	\$ 28,000.00	\$ 28,000.00	\$ 57,533.00	\$ 57,533.00
6	Manhole #3 Replacement	1	EA	\$ 28,300.00	\$ 28,300.00	\$ 28,000.00	\$ 28,000.00	\$ 50,925.00	\$ 50,925.00
7	Manhole #4 Replacement	1	EA	\$ 28,300.00	\$ 28,300.00	\$ 25,088.00	\$ 25,088.00	\$ 30,807.00	\$ 30,807.00
8	Manhole #5 Replacement	1	EA	\$ 28,300.00	\$ 28,300.00	\$ 25,088.00	\$ 25,088.00	\$ 46,960.00	\$ 46,960.00
9	Manhole #6 Replacement	1	EA	\$ 28,300.00	\$ 28,300.00	\$ 25,088.00	\$ 25,088.00	\$ 46,645.00	\$ 46,645.00
				Total \$ 161,000.00		Total \$ 168,764.00		Total \$ 259,530.00	



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. D.

**Meeting Date:** 10/25/2023

**Department Head:** Jenny Torres, Acting City Manager, Administration

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

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding (1) the City of San Luis as Fiscal Agent considering expenditures from the funds of the 4FrontED Binational Program to pay for an Executive Director conditioned on authority being granted under the terms of the 4FrontED Binational Intergovernmental Program intergovernmental agreement; (2) the City of San Luis as one member of the 4FrontED Binational Program consider continuing the Independent Contract for the Executive Director, Nazzar O. Mendez. **(Jenny Torres, Acting City Manager)**

### SUMMARY:

The 4FrontED Binational Program ("Program") through its member agencies (the City of San Luis, the City of Yuma, the City of Somerton, the Town of Wellton, and Yuma County) focuses on promoting growth and expanding economic opportunities in the regions of Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

The member agencies fund the Program and have expressed an interest in continuing to contract with an independent contractor to serve as an Executive Director for the 4FrontED Binational Program. They wish to continue with Nazzar O. Mendez.

The February 13, 2019, Amended and Restated Intergovernmental Agreement of the 4FontED Binational Program to Support Economic Development in the Greater Yuma Region ("IGA") designated the City of San Luis as the Fiscal Agent for the Program.

### This Item

(1) The first action to take under this item-approval of expense as fiscal agent conditioned on approval by two (2) other Parties. Under the IGA section 2.1: " The Fiscal Agent shall not distribute and expend any funds without the prior authorization from the Executive Director and at least one other Party." The IGA defines "Party" as the member governmental agencies. Since the City of San Luis is the Fiscal Agent, it must act as an agent, and not one of the authorizing "Parties." Since the Executive Director is the subject of the contract, he should not be authorizing his own contract. This first action is for the City of San Luis to approve as Fiscal Agent conditioned on receiving authorization from at least two (2) "Parties" or from 4FrontED as an association. Once the San Luis Finance Director receives authorization, she may release the funds. The amount is \$52,500 per year to be paid in monthly installments of \$4,375.00 plus expenses of \$25.00 per month for phone and travel expenses to be reimbursed with receipts. The City of San Luis contributes \$8,789.20 per year to the contract, which is its pro-rata share based on population.

(2) The second action item is to approve the actual Independent Contractor Agreement for an Executive Director as a member of the 4FrontED Program.

**RECOMMENDATION / SUGGESTED MOTION:**

**(1) I MOVE TO APPROVE, AS THE FISCAL AGENT, THE USE OF THE 4FrontED BI-NATIONAL PROGRAM FUNDS FOR \$52,500.00 PLUS EXPENSES FOR A YEAR FOR AN INDEPENDENT CONTRACTOR TO SERVE AS THE PROGRAM'S EXECUTIVE DIRECTOR ON THE CONDITION THAT THE CITY OF SAN LUIS RECEIVES WRITTEN AUTHORIZATION UNDER THE INTERGOVERNMENTAL AGREEMENT AND TO RATIFY EXPENSES PAID FOR THE MONTHS OF JULY AND AUGUST IN THE AMOUNT OF \$13,880.72.**

**(2) I MOVE TO APPROVE, AS ONE MEMBER OF THE 4FrontED BI-NATIONAL PROGRAM, THE INDEPENDENT CONTRACT FOR THE EXECUTIVE DIRECTOR AS PRESENTED.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** NA  
**CITY/STATE/FEDERAL FUNDS:** NA  
**TOTAL:** NA  
**BUDGETED AMOUNT:** NA  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** NA

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

The contract is not funded by City funds, but from a restricted account that administers the contributions from the participating member cities in Forefront ED. The payment of this contract does not have a financial impact in the City.

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**Attachments**

4Fronted Executive Director 2023 Professional Service Agreement  
4FrontED Executive Director Professional Services Agreement Letter

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**4FRONTED**  
**EXECUTIVE DIRECTOR PROFESSIONAL SERVICES AGREEMENT**

Pursuant to the authority of the Intergovernmental Agreement approved by each of the member governmental units and particularly described below, this Executive Director Professional Services Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between 4FrontED, a joint powers intergovernmental group (“4FrontED”), and Nazzar O. Mendez (“Executive Director”), an independent contractor providing executive director services under this professional services agreement. In this Agreement, the term “party” or “parties” shall refer to 4FrontED, Executive Director, or both, as appropriate.

**WHEREAS**, 4FrontED was created by Intergovernmental Agreement dated September 19, 2016 then amended, restated and re-recorded on March 28, 2019 as Yuma County Recorder’s Fee # 2019-07687 (“IGA”); and,

**WHEREAS**, the purpose and mission of 4FrontED is to develop and support regional efforts to promote growth, tourism, and expand economic opportunities as a bi-national program within the Region described as Yuma County, Arizona, Imperial County, California, San Luis Rio Colorado, Sonora, Mexico, and northeastern Baja California, Mexico; and,

**WHEREAS**, 4FrontED and its member governments including Yuma County, the City of Yuma, the City of San Luis, the City of Somerton, and the Town of Wellton, have oversight and provide guidance and direction of the 4FrontED mission and program through funding by all of the member agencies, and such oversight includes contracting for a bilingual and bi-cultural executive director position; and,

**WHEREAS**, for more than three years, Nazzar Mendez has served as 4FrontEd’s bi-national executive director and is willing, able, and has agreed to provide these services and continue to serve in the position of bi-national executive director for the 4FrontED Region as an independent contractor on a professional services contract basis; and,

**WHEREAS**, the parties desire to enter into this Agreement to memorialize the terms and conditions the executive director services shall be provided and delivered to 4FrontED.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. Description of Professional Services.** The services to be performed by the Executive Director includes those services generally performed to meet the mission and program objectives of 4FrontED throughout the Region, including, but not limited to, those duties specified in the Scope of Services attached as Exhibit A and the recorded IGA, each of which is incorporated by reference as a material part of this Agreement. The Executive Director agrees to faithfully perform such services and provide such other services as may be assigned or directed by 4FrontED, and shall do so in a fiduciary capacity. The Executive Director’s services shall be coordinated through the City Administrator’s Office of the City of Yuma, Arizona.

**2. Consideration for Professional Services and Payment.** 4FrontED, through its governmental members as described in the IGA, agrees to pay the Executive Director for services performed at an annual contract amount of \$52,500 on a monthly, prorated basis with installments of Four Thousand Three Hundred and Seventy-Five Dollars (\$4,375.00) per month, payable in arrears on the first Thursday of each month for services performed in the prior month until such time as this Agreement is terminated. The City of San Luis, pursuant to the terms of the IGA, is the fiscal agent of 4FrontED and shall issue payment to the Executive Director. Executive Director agrees to accept the monthly contracted amount as full payment for Executive Director's services and to sign such affidavits or receipts of payment as the City of San Luis or 4FrontED shall request in order to acknowledge payment. Funds for the contract shall come solely from those collected through the 4FrontED Intergovernmental Agreement and appropriated for payment of the Executive Director's Services through 4FrontEd's budget. To facilitate payment, the Executive Director shall provide the fiscal agent with Executive Director's social security number or tax identification number and shall be issued an appropriate IRS Form 1099 at the end of each tax year. It is the express intent of both parties that in no event or circumstance shall the monthly installment be construed as a salary or effect a change of Executive Director's legal status as an independent contractor.

**3. Expenses.** During the term of this Agreement, 4FrontED, through its fiscal agent, shall pay for certain Executive Director expenses in accordance with the 4FrontED Budget. 4FrontED, on a receipt basis, shall reimburse the Executive Director for fuel used to travel outside of Yuma County and any international travel (excluding travel to San Luis, Rio Colorado) and other travel expenses such as airfare or hotel expenses paid or incurred in the performance of services provided under this Agreement. 4FrontED shall provide the Executive Director with a monthly mobile phone stipend of \$25.00 per month. Executive Director agrees to provide receipts and documentation to the City of San Luis, as fiscal agent, or 4FrontED upon request, for travel and other such expenses incurred. Funds for these expenses shall come solely from those amounts collected through the 4FrontED Intergovernmental Agreement. Any expenses outside of those listed in the 4FrontED Budget, unless first approved in writing by the fiscal agent or the coordinating City Administrator, shall be paid by the Executive Director.

**4. Term.** This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2023, and continue until such time as this Agreement is terminated, cancelled, or the Executive Director tenders a letter of resignation as provided in Section Eleven of this Agreement.

**5. Independent Contractor Relationship.** The Executive Director is an independent contractor and not an employee, servant, agent, partner or joint venturer of 4FrontED or any of the 4FrontED governmental members. 4FrontED shall determine the services to be performed and the deadlines to be met by the Executive Director, but the Executive Director shall determine the legal means, the methods, the process, or the time necessary and the days to be worked to accomplish such services to the satisfaction of 4FrontED. By entering into this professional services contract, the Executive Director's signature acknowledges that the Executive Director agrees to:

a. Provide the professional services contemplated in this Agreement as an independent contractor as a part of the Executive Director's own independent business.

b. The Executive Director shall not be considered an employee of 4FrontED or an employee of any of the 4FrontED member government, and has no right to unemployment benefits or any other right arising from an employment relationship.

c. As an independent contractor, the Executive Director is solely responsible for all tax liability associated with payments received from 4FrontED, and neither 4FrontED, nor 4FrontEd's fiscal agent will withhold any taxes from any payment for Executive Director's services.

d. The Executive Director is responsible for obtaining and maintaining any required registration, licenses (including any business licenses required), or other authorization necessary for the professional services performed for 4FrontED.

e. The Executive Director shall not be entitled under this Agreement or Arizona law to receive any benefits which employees of any member organization of 4FrontED are entitled, including, but not limited to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, retirement, or social security benefits on account of the Executive Director's services provided to 4FrontED.

f. The Executive Director shall prioritize 4FrontED projects to the satisfaction of the coordinating City Administrator but shall retain the right to provide services for other parties besides the 4FrontED.

g. The Executive Director acknowledges that the terms in this Agreement apply not only to the Executive Director, but also to the Executive Director's employees (if any), and any subcontractor's or agents that the Executive Director may utilize.

**6. Employees of Executive Director.** The Executive Director shall be solely responsible for paying any and all costs and expenses of Executive Director's employees (if any), and all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for Executive Director and Executive Director's employees, servants and agents.

**7. Confidentiality and Return of Documents.** The Executive Director acknowledges and agrees that any and all confidential information is, and at all times shall remain, the sole and exclusive property of 4FrontED and its member agencies. All originals and copies of records, reports, documents, lists, plans, memoranda, notes, accounts, and other documentation related to the business of 4FrontED or its member agencies, shall be the sole and exclusive property of 4FrontED and its member agencies, and shall be returned to 4FrontED upon the termination of this Agreement, or upon the written request of 4FrontED.

**8. Insurance.** Throughout the term of this Agreement, the Executive Director shall at all times maintain and furnish current certificates of insurance to the fiscal agent and coordinating City Administrator for the following minimum Comprehensive Motor Vehicle Liability insurance coverage for all sums that Executive Director may become legally obligated to pay as damages because of bodily injury, property damage, or death sustained by any person, either caused by accident or arising out of the ownership, maintenance, or use of any motor vehicle: \$300,000 of motor vehicles liability insurance for each person; \$500,000 motor vehicle liability insurance for each accident; and \$100,000 of motor vehicle property damage liability.

Through the term of this Agreement, 4FrontED shall have the right to require such other insurance coverage and proof of such insurance coverage in amounts and coverage, including waivers of subrogation, additional named insureds, as 4FrontED may deem necessary during the course of this Agreement.

**9. Indemnification.** The Executive Director shall perform all services at Executive Director's own risk and assumes all responsibility for the condition of tools, equipment, and material used in the performance of this Agreement by Executive Director or Executive Director's employees, servants and agents. The Executive Director shall indemnify and hold harmless 4FrontED and its member agencies from any claim, demand, loss, liability, damage or expense arising in any way from the Executive Director's services.

**10. Assignment.** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party.

**11. Termination, Resignation or Cancellation.** Either party may terminate this Agreement with or without cause with prior, written notice to the other such as a letter of resignation or termination. For purposes of this Agreement, "cause" shall mean: (i) conviction of the Executive Director or any of the Executive Director's employees, agents or officers, of any crime constituting a felony in the jurisdiction involved; (ii) Executive Director or any of Executive Director's employees, agents or officers engage in any substantiated act involving moral turpitude; (iii) Executive Director or any of Executive Director's employees, agents or officers engage in any act which, if generally known, would subject 4FrontED or any of its governmental agencies to public ridicule or embarrassment; (iv) gross neglect or misconduct in the performance of the Executive Director's duties under this Agreement; (v) willful failure or refusal to perform such duties as may reasonably be assigned to Executive Director; or (vi) material breach of any provisions of this Agreement. Termination for cause shall be effective immediately when given unless an alternative termination date is expressly stated in the notice of termination.

If this Agreement is terminated without cause by either party (including a tender of resignation of Executive Director), the terminating party shall provide a minimum of forty-five (45) days prior, written notice of the termination or resignation. The terminating party shall ensure that the effective date of termination or resignation is expressly stated in the notice. Unless otherwise agreed to by the parties in writing, in no event shall the effective date of termination or resignation be any earlier than forty-five (45) days from the date of delivery of the notice of termination or resignation. The Executive Director shall be required to complete the work under this Agreement during the period leading up to the date of termination or resignation, and the Executive Director shall be entitled to the continuation of compensation for the period leading up to the date of termination or resignation.

**12. Non-Waiver.** The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**13. No Authority to Bind 4FrontED or Governmental Member Agencies.** The Executive Director has no authority to enter into contracts on behalf of 4FrontED or its governmental member agencies.

**14. Notices.** Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, or by certified mail, return receipt requested. If notice is delivered by mail, it shall be delivered to the address shown below, or substituted address acknowledged in writing by both parties at the following addresses:

If to 4FrontED:

City Administrator  
One City Plaza  
Yuma, AZ 85364  
(928) 373-5011

If to Executive Director:

Nazzer O. Mendez  
One City Plaza  
Yuma, AZ 85364  
(602) 472-1573

**15. Entire Agreement.** This document represents the entire agreement between the parties and any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**16. Severability.** If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

**17. Attorney's Fees.** In the event suit is brought or an attorney is retained by any party to this Agreement to seek interpretation or construction of any term or provision of this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees for representation in the court (including, without limitation, bankruptcy court), court costs, costs of investigation, and other related expenses.

**18. Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals.

**19. Governing Law.** The parties agree this Agreement shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of proper jurisdiction in Yuma County, Arizona.

**20. Captions.** Captions and paragraph headings used in this Agreement are for convenience only, and shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the Agreement.

**21. Time is of the Essence.** Time is of the essence in each and every provision of this Agreement.

**22. Representation.** Each individual executing this Agreement represents and warrants that the individual has the complete and full authority to enter into this Agreement on behalf of the party for whom the individual signs and has had the opportunity for legal review by counsel of the party's choosing.

**23. Compliance with Laws.** Both parties acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Both parties shall comply with all federal, state, and local laws, rules, and regulations. The Executive Director warrants compliance with all federal immigration laws and regulations that relate to Executive Director’s employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. 4FrontED or its fiscal agent shall have the right to inspect the identification and other documents of the Executive Director or Executive Director’s employees to ensure compliance with this warranty. The Executive Director certifies that Executive Director does not participate in and agrees not to participate in a boycott of Israel as described in A.R.S. § 35-393.01.

**24. Binding Effect.** Subject to the limitations upon assignments and transfers described, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, 4FrontED, through its fiscal agent as provided for in §2.3 of the IGA, and the Executive Director have executed this Executive Director Professional Services Agreement, effective as of the date above.

4FrontED

Executive Director

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

\_\_\_\_\_  
Nazzar O. Mendez, Independent Contractor

ATTEST:

\_\_\_\_\_  
Sonia Cornelio, San Luis City Clerk

APPROVED AS TO FORM

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

## EXHIBIT A - SCOPE OF SERVICES

### Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Established and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturer in the RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, creates more indirect economic activity for the region, impacts the regional tax base, and attracts new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access to and attraction of supply chain businesses to the 4FRONTED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FRONTED initiative.

### Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of the regional businesses.
- Collaborate with Arizona Western College and Northern Arizona University to target

advanced degrees to maquila managers or leadership.

#### Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FRONTED region.
- Develop and promote a binational calendar of events.

#### Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

#### Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FRONTED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

#### Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

#### Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement the project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.



**Acting City Administrator**  
**City of Yuma**  
One City Plaza  
Yuma, Arizona 85364  
(928) 373-5018  
Fax (928) 373-5012  
John.Simonton@YumaAZ.gov

August 22, 2023

Nazzer Mendez  
3591 W. 22<sup>nd</sup> Street, Unit E  
Yuma, AZ 85364

RE: Executive Director Professional Services Agreement

Dear Nazzer,

We are happy to inform you that your employment contract with 4FrontED has been extended on a month-to-month basis for a period of 2 months until the contract is presented to the San Luis City Council for approval. The terms and conditions of the contract are the same as the original contract dated March 17, 2021.

We expect the same level of dedication and work ethics in your work as was the previous terms.

We are looking forward to continuing our professional relationship. We look forward to working with you.

Respectfully,

John Simonton  
Acting City Administrator



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. E.

**Meeting Date:** 10/25/2023

**Department Head:** Nigel Reynoso, Acting Chief of Police, Police Department

**Submitted By:** Michelle Boucher, Police Administrator, Police Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding authorization to accept service agreement and enter into a contract with Precision Protective Security Services Inc. for traffic control. **(Nigel Reynoso, Acting Chief of Police)**

#### SUMMARY:

The San Luis Police Department would like a scalable solution to assist with traffic control during the heavy traffic months throughout the city.

The San Luis Police Department (SLPD) is requesting to enter into an agreement with Precision Protective Security Services (PPSS) to assist with traffic control needs. The SLPD will schedule the services as needed based on the areas and amount of traffic for that specific month.

The staff from PPSS will be assigned to high traffic areas by the SLPD to help free up Officers to their regular patrol duties. The heavy traffic due to the increase in population during the winter months and the current port of entry construction creates an even greater need for this additional service.

In researching other companies who would be able to provide this service, staff found that the only other quote that was provided would be more than double the cost of the vendor selected. The intention was to provide this service to the city starting in October due to the increased traffic levels during the season. Staff is asking the Mayor and City Council to approve the contract due to the urgent need and time constraints. Going out to bid and knowing the cost of the only other option locally for this service is more than double would be futile. City Code authorizes City Council to waive formal purchasing procedures under City Code 3.05.010(F).

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH PRECISION PROTECTIVE SECURITY SERVICES FOR THE INITIAL YEAR ENDING JUNE 30, 2024, NOT TO EXCEED THE BUDGETED DOLLAR AMOUNT OF \$113,000.00.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$113,000.00
<b>BUDGETED AMOUNT:</b>	\$113,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Contractual Services  
100-181-80000 \$157,806.00

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

Funds were added to general fund account 100-181-80000, Contractual Services. There are sufficient funds in this account to hire traffic control services for the remainder of the FY.

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**Attachments**

Contract  
Quote #1  
Quote #2

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# Precision Protection Security Services, LLC

Business Contract | City of San Luis

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City of San Luis, Yuma AZ

Agreement made this 8 day of October, 2023 between Precision Protective Security Services, LLC. ("PPSS") and the City of San Luis, Arizona ("City") on the terms and for the consideration as set forth below.

## I. Length of Contract

This contract is for the length of eight months beginning on the date of October 1<sup>st</sup>, 2023, through the period of June 30<sup>th</sup>, 2024. This agreement can be cancelled on thirty day written notice, without penalty.

## II. Services Contracted

- a) PPSS shall supply unarmed guards properly licensed by the State of Arizona performing the duties of traffic control for City.
- b) City shall determine on a weekly basis the total number of guards needed for that week and PPSS agrees to supply said guards up to a maximum of five (5).
- c) The hours of the traffic control (eight hours per day per guard) is to be determined by City.

## III. Terms

- (a) The hourly rate for a guard is \$22.00 (twenty-two dollars and zero cents).
- (b) No guard shall be required to work more than 40 (forty) hours per week for five, eight hour days per week, excluding break periods.
- (c) Any additional hours requested will be charged at \$22.00/hr.
  - i. PPSS will not charge additional hourly fees for holiday pay
  - ii. PPSS will bill monthly based on the hours worked the previous month.
  - iii. The City maintains the right to reduce hours worked. No penalty for hour reduction
  - iv. PPSS will provide \$5 million (five-million) dollar liability insurance included

## IV. Contingencies & Equipment

- a) The City shall provide to Precision Security equipment including the following for performing daily duties (as loaned equipment)
  - a) Vehicle
  - b) Radio for Communication with Police Department in case of emergency
  - c) Cones
  - d) Any necessary barricades/signage for traffic control and route

- guidance
- e) Safety helmet
- b) Precision shall provide the following equipment for duty:
  - a Traffic Wands
  - b Vests

## **V. Insurance**

PPSS shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to PPSS against loss or damage; (2) carry public liability insurance providing for a minimum of \$2,000,000.00 per person, \$3,000,000.00 per occurrence and/or accident, \$5,000,000.00 aggregate, and \$1,000,000.00 for property damage; and (3) procure a policy for accident or damages on or to the premises, or as a result of services provided under the control or use of PPSS, in the amounts set forth in item (2) above.

PPSS shall, at the expense of PPSS, carry the types and amounts of insurance that City may request to insure City against loss or damage by reason of accident, fire, damage, or other casualty during any performance.

PPSS shall procure, pay for, and deliver to City the policies of insurance covering the risks described in the preceding paragraphs. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure City. Certificates of insurance shall be delivered to City before the effective date of this agreement, and new policies shall be delivered fourteen (14) days before the old policies expire. If PPSS fails to deliver the policies in the manner stated to City, City may obtain the required policies and charge their costs to PPSS, and the city may deduct these costs from any sums due and owing PPSS. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this agreement.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the City shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of PPSS or City, shall provide that with respect to the City, the insurance shall not be invalidated by any action or inaction by PPSS, including but not limited to any representations made by PPSS in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the City. PPSS grants the City full power and authority as attorney irrevocable of PPSS to cancel or transfer such insurance, to collect and endorse any checks issued in the name of PPSS and to retain any premium and to apply the same to the obligations promised by this agreement.

## **VI. Guard Duty for Traffic Control**

Under the direct supervision of the Police Department, guide or control pedestrian traffic at such places as may be directed by City including streets, schools, and special events sites. PPSS shall monitor traffic flow, direct or stop traffic so as to allow pedestrians to cross streets, and do such other tasks as may be needed to maintain a safe flow of traffic.

### **I. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- a. Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents.
- b. Recognize motor vehicle traffic patterns and safely enlarge traffic gaps and maintain safe vehicular traffic flows.
- c. Recognize and mitigate against potentially dangerous traffic situations and hazards.
- d. Work independently and with minimum supervision.
- e. Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow.
- f. Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals.
- g. Help verbally direct pedestrians across walking lanes by stopping traffic flow.
- h. Monitor and report traffic infractions to the police department.

## **VII. General Provisions.**

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

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

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

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

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

F. Time of the Essence. Time is of the essence of this contract. \_

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

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are hereby superseded and merged herein.

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

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

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

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

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

N. No Personal Liability. No member, official or employee of the City shall be personally liable to PPSS, 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 PPSS or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

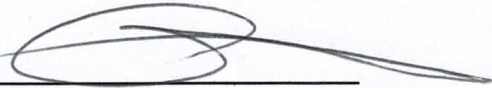
O. Employment Eligibility. PPSS hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of FPA and any contractor or subcontractor employee of FPA to ensure that FPA and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. PPSS agrees that it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations. .

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

In witness whereof, the City of San Luis, Arizona and Precision Protection Security Services, L.L.C., an Arizona limited liability company, have caused this agreement to be signed and executed on the \_\_\_\_ day of \_\_\_\_\_ 2023.

Precision Protection Security Services L.L.C.

By:   
\_\_\_\_\_  
Manager

City of San Luis, Arizona

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

Attest:

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

Approved as to form:

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

# Precision Protection Security Services, LLC

Business Contract | City of San Luis

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City of San Luis, Yuma AZ

**I. Constituents**

This business contract is between Precision Protective Security Services, LLC. And the City of San Luis

**II. Length of Contract**

This contract is for the length of eight months beginning on the date of October 1<sup>st</sup>, 2023, through the period of June 30<sup>th</sup>, 2024. A cancellation of this contract prior to its expiration will not incur a penalty, however a cancellation of this contract must be given thirty days in advanced.

**III. Services Contracted**

- a) One unarmed licensed guard through the state of Arizona performing the duties of traffic control for the city of San Luis, Arizona
- b) The hours of the traffic control (eight hours per day) is to be determined by the City of San Luis’s business needs

**IV. Pricing**

The hourly rate for an armed guard is \$22.00 (twenty-two dollars and zero cents). The monthly rate is contingent upon the number of calendar days in each month and a breakdown is provided below.

- a) This contract price is fixed at 40 (forty) hours per week at five, eight hour days per week
  - a. Any additional hours requested outside the contract agreement will be charged at \$22.00/hr.
    - i. Precision Protective Security Services, LLC will not charge additional hourly fees for holiday pay
    - ii. Payment periodicity is monthly and is in US dollars
    - iii. No penalty for hour reduction
    - iv. \$10 million (ten-million) dollar liability insurance included

#### **IV. Contingencies & Equipment**

- a) The City shall provide to Precision Security equipment including the following for performing daily duties (as loaned equipment)
  - a Vehicle
  - b Radio for Communication with Police Department in case of emergency
  - c Cones
  - d Any necessary barricades/signage for traffic control and route guidance
  - e Safety helmet
- b) Precision shall provide the following equipment for duty:
  - a Traffic Wands
  - b Vests

#### **V. Guard Duty for Traffic Control**

Under the direct supervision of the Police Department Lieutenant, guide or control pedestrian traffic at such places as streets, schools, and special events sites. Monitor traffic flow to locate safe gaps through which pedestrians can cross streets. Monitor access or flow of people to prevent problems.

##### **I. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- a. Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents
- b. Recognize natural gaps in motor vehicle traffic patterns and safely enlarging traffic gaps
- c. Recognize and communicate potentially dangerous traffic situations and hazards in environment
- d. Work independently and with minimum supervision
- e. Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow
- f. Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals
- g. Help verbally direct pedestrians across walking lanes by stopping traffic flow
- h. Monitor and report traffic infractions to police department

# CALENDAR

<b>OCTOBER</b> 10/01 – 10/31  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,456	<b>NOVEMBER</b> 11/01 – 11/30  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 30 <b>MONTHLY COST:</b> \$5,280	<b>DECEMBER</b> 12/01 – 12/31  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,456	<b>JANUARY (2024)</b> 01/01 – 01/31  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,456
<b>FEBRUARY</b> 02/01 – 02/29  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 29 <b>MONTHLY COST:</b> \$5,104	<b>MARCH</b> 03/01 – 03/31  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,456	<b>APRIL</b> 04/01 – 04/30  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 30 <b>MONTHLY COST:</b> \$5,280	<b>MAY</b> 05/01 – 05/31  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,456
<b>JUNE</b> 06/01 – 06/30  <b>DAILY COST:</b> \$176 <b>DAYS:</b> 30 <b>MONTHLY COST:</b> \$5,280	<b>Total: \$48,224</b>		

## V. Agreement

If you understand and agree to the terms of the contract above, please sign and date below:

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (CSL<sup>1</sup> REPRESENTATIVE) (SIGNATURE) (DATE)

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (PRECISION CEO) (SIGNATURE) (DATE)

---

<sup>1</sup> City of San Luis



# Quail Construction LLC

2991 S Ave 4E  
 Yuma, AZ 85365  
 928-314-1212

## QUOTATION

Quote Date	Quote ID
8/3/2023	Traffic

Valid Through: 9/2/2023

AZROC: 331707

### City of San Luis

Michelle Boucher  
 P.O. Box 7740  
 San Luis, AZ 85349  
 Phone: 928-341-2420

### Job Location:

Hwy 95 & Archibald St  
 San Luis  
 Quote Created By: Santos Vega

Email: mboucher@sanluisaz.gov

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 man / 1 truck	\$55.00	Per Hour	1	1	1	\$55.00
1 man / 1 truck - OT	\$90.00	Per Hour	1	1	1	\$90.00

Note: The \* indicates taxable items.

\*\*Traffic control quote is based on an hourly rate for regular time & over time. Which includes (100) traffic cones to block intersections & driveways as needed.

\*\*Over time rate applies after (8) hours of every shift.

**Scope:** All rental periods are based on calendar days.  
 Rental periods are defined as: Day = 24 Hours, Week = 7 Days, Month = 28 Days.  
 Hourly labor is charged port to port from branch location to job site.

**Excluded:** Any Applicable Sales Tax

**Add'l Terms:** This quote is valid for 90 days.  
 A 3% transaction fee will apply to all credit card payments.

\_\_\_\_\_  
 Santos Vega  
 Quail Construction LLC  
 Visit Our Website at [quailcorp.com](http://quailcorp.com)

8/3/2023

Date

Accepted By:

\_\_\_\_\_  
 Signature

Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. F.

**Meeting Date:** 10/25/2023

**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

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### ITEM:

Discussion and possible action on any and all matters regarding Campesinos Sin Fronteras' Free and Open to the Public Event Dia del Campesino in San Luis, Arizona and the City of San Luis contribution towards this public service. **(Lizette Varela, Assistant Director of Parks & Recreation)**

### SUMMARY:

Campesinos Sin Fronteras (CFS) has organized the Dia del Campesino event for many years. The purpose of the event is to celebrate and express gratitude to our local agricultural workers and low-income families. The event is free and open to the public and includes free healthcare services such as checkups, vaccines, screenings, food, music, and other services. This year, the event will celebrate its 29th installment on December 1st, 2023, from 2:00 am to 6:00 am.

The City of San Luis has contributed to the event's overall success. Staff from Parks and Recreation, Public Works, and the Fire and Police Departments have been fundamental collaborators, assisting with logistics and event setup. The city provided canopies, light towers, barricades, fencing, electricity generators, and other equipment. This year, city staff will be unable to assist with the event setup, which is performed at night, due to this year's event occurring during a city regular workday. Parks staff begin their shifts at 6:00 am; assisting with this event may affect their ability to have enough or adequate rest. This may place employees at risk of an accident or injury while performing their regular duties and working their normal schedule.

As city staff will not be assisting with the event and equipment, Campesinos Sin Fronteras is requesting \$5,000.00 towards offering free health and other services for the public.

If approved, the staff would draft a contract for the city to enter into with Campesinos Sin Fronteras for the Dia del Campesino event for \$5,000.00. As part of the contract, Campesinos Sin Fronteras shall provide original receipts for \$5,000.00 of their expenses for the event.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE \$5,000.00 FOR THE PUBLIC SERVICES PROVIDED AT THE DIA DE LOS CAMPESINOS EVENT AND DIRECT STAFF TO PROVIDE A CONTRACT WITH CAMPESINOS SIN FRONTERAS.**

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$5,000.00  
**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):**

Item was not budgeted. If Council approves this item, we are requesting approval to transfer funds in the amount of \$5,000.00 from the City Administration Contractual Services account (100-115-80000) to the City Contributions account (100-100-80007).

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

8. A.

**Meeting Date:** 10/25/2023

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

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

**Action Requested:** Board of Adjustment  
Motion  
Public Hearing

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### ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0439 - Iglesia de Cristo. A request by Rivera Studio, Inc., on behalf of Iglesia de Cristo, for a Variance from the City Code Chapter 18.75 - Table No. 15 to reduce the required parking spaces from 9 to 6 on property located at 1050 E. Arizona Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

#### A. Open Public Hearing

1. Presentation by staff and/or applicant
2. Call to the public on this item

#### B. Close Public Hearing

#### C. Action on Variance Case No. 2023-0439

### SUMMARY:

The property in question is located at 1050 E. Arizona Street; parcel number 775-31-091 and is zoned as a Medium-High Density Residential Zoning District (R-2). The request is to reduce the required parking spaces from 9 to 6 from the City Code Chapter 18.75 - Table No. 15 of the City of San Luis Zoning Ordinance. This variance will allow the owner to construct an addition to the existing church by adding a 1,740-square-foot assembly building.

### AGENCY REVIEW:

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

As required by the State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (27 letters). The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

### CRITERIA FOR APPROVAL:

All requests for a variance from the City of San Luis Zoning Ordinance must meet the criteria for a variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. §9-462.06 and is Section 18.15.060 (C) of the Zoning Ordinance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are preexisting and are not created or

self-imposed by the owner or applicant.

3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

The Arizona Revised Statutes (§9-462.069-462.06. Board of adjustment) further state that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

#### **ANALYSIS:**

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

*Staff has not identified any special circumstances or conditions associated with this variance request. The property consists of a rectangular lot of 11,500 square feet in size, which exceeds the minimum lot size requirement of 6,000 square feet for this zoning district. Currently, the property functions as a church under existing zoning regulations and a Conditional Use Permit. The owner's proposal for a building addition imposes additional parking, leading to the need for a variance. However, if the variance is denied, the owner has the option to maintain the property's current use or adjust the proposed addition to align with zoning regulations.*

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

*There are no unique or external factors contributing to the variance request. The circumstances that prompt the request are the result of choices made by the property owner, and they can be addressed by redesigning the site plan layout or reducing the size of the proposed building.*

3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district.

*Staff's assessment indicates that the approval of this variance request is not required to preserve substantial property rights. The property is currently being used as a church, a permissible use within the zoning district with a Conditional Use Permit. If the variance is not granted, the property owner retains the ability to continue with the current use or modify the proposed addition by altering the parking layout or building size to meet zoning requirements.*

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

*Granting the variance may not be materially detrimental directly to persons residing or working in the vicinity; however, it could potentially lead to parking issues in the neighborhood. With reduced on-site parking, more church attendees might resort to street parking, causing potential inconvenience.*

#### **STAFF RECOMMENDATION:**

Staff has reviewed this request and has determined that it does not meet the required criteria, therefore staff recommends denial of Variance Case No. 2023-0439.

#### **RECOMMENDATION / SUGGESTED MOTION:**

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

- 1. Presentation by staff and/or applicant
- 2. Call to the public on this item

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

**C. I MOVE TO DENY VARIANCE CASE NO. 2023-0439 BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.**

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**Fiscal Impact**

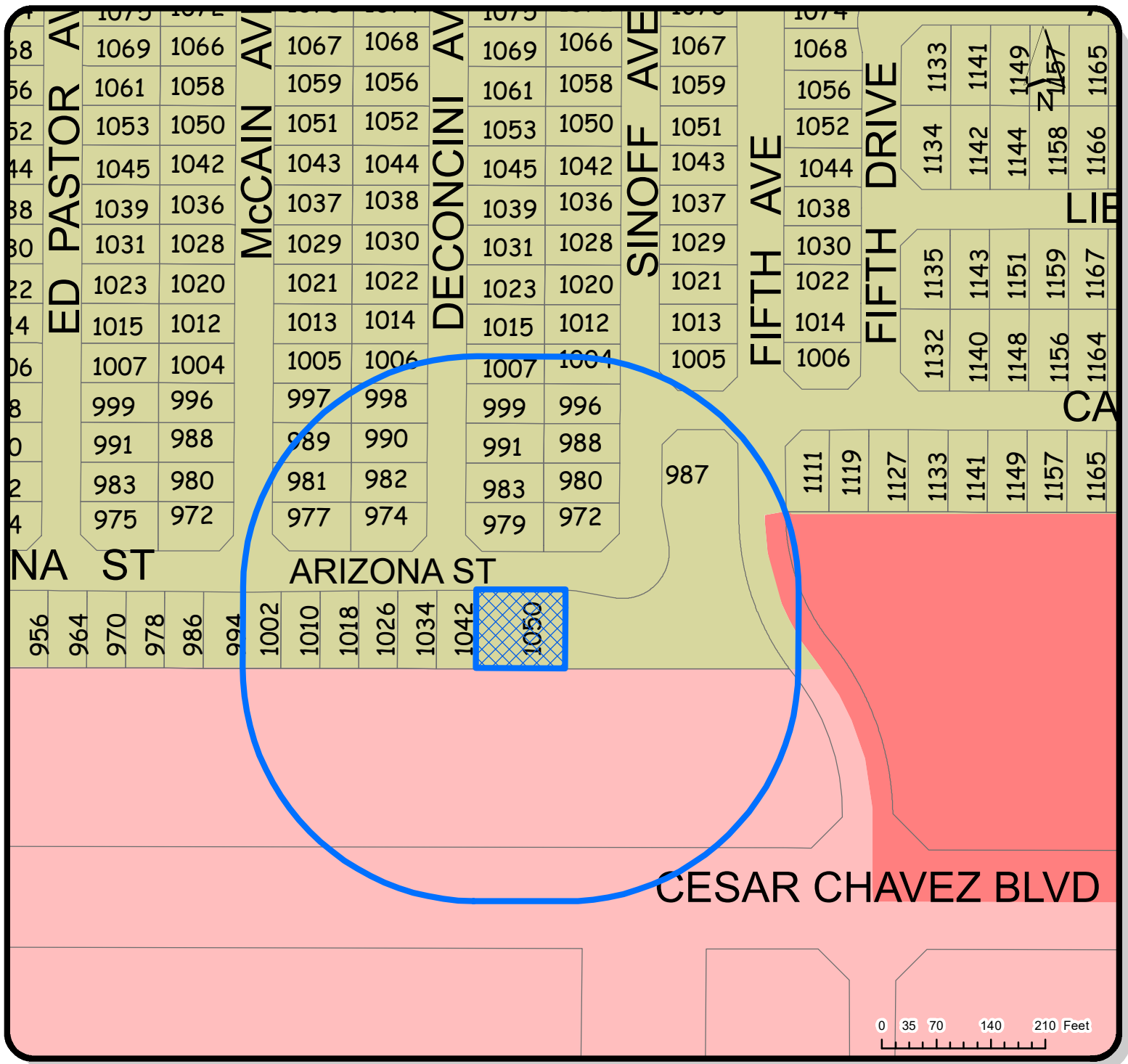
**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU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

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**Attachments**

Location Map  
Site Plan  
Request from applicant  
Aerial Site Picture

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**LOCATION OF SUBJECT PROPERTY**

-  1050 E ARIZONA ST  
Assessor's Parcel Number:  
77531901
-  300ft Notification Area

**LOCATION MAP**

**Zoning**  
 SINGLE RESIDENCE ZONING DISTRICTS  
 R1-8  
 MULTIPLE RESIDENCE ZONING DISTRICTS  
 R-2  
 COMMERCIAL ZONING DISTRICTS  
 C-1  
 C-2

**VARIANCE**

**CASE #**  
**2023-0439**

**DATE:**  
 8/1/2023

**CHECKED BY:**  
 JUAN TEJEDA

**PLANNING & ZONING**



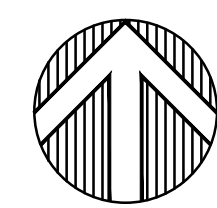
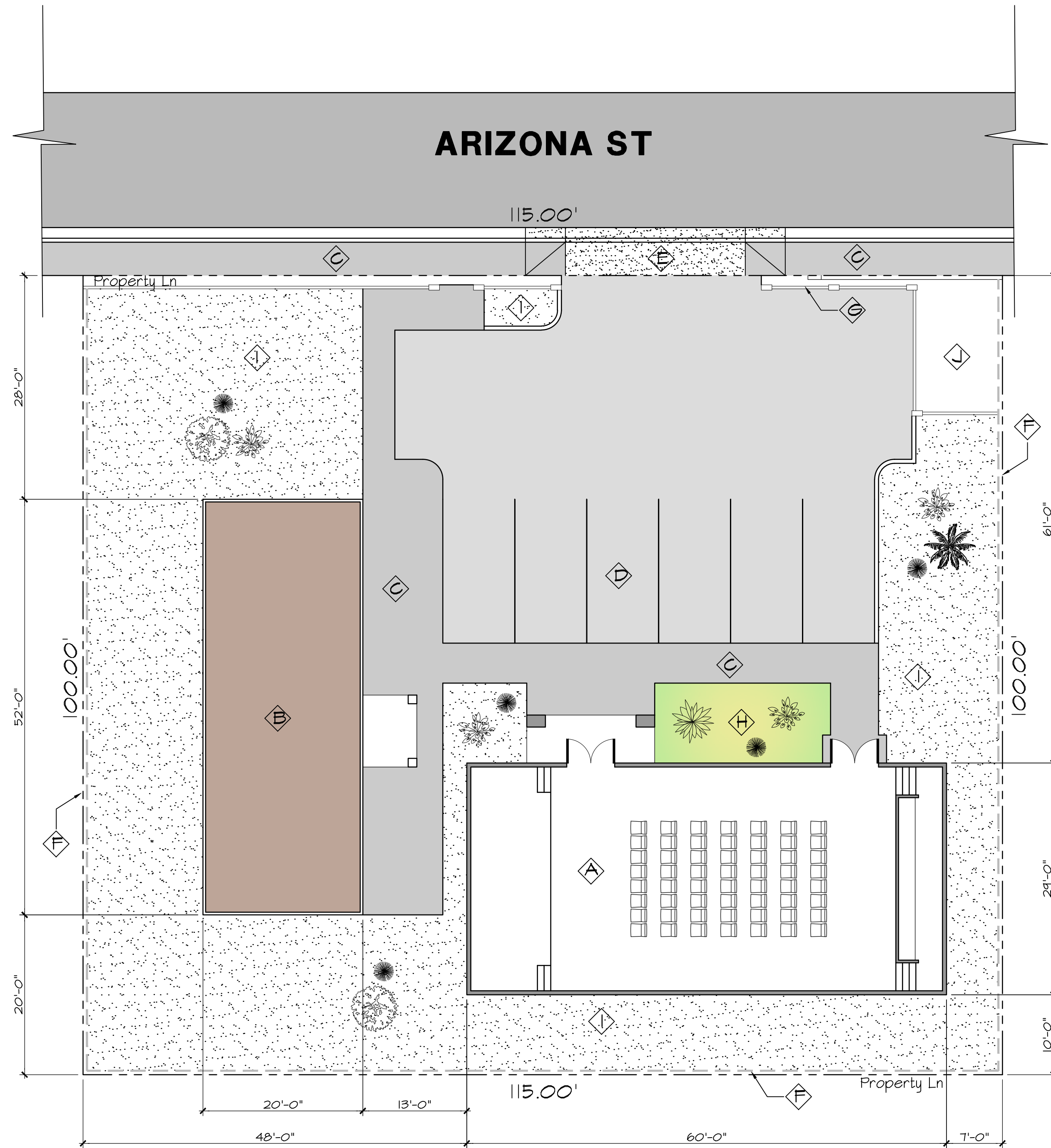
**GIS**

**CREATED BY:**  
 ISAAC GUTIERREZ

**APPROVED BY:**  
 JOSE A. GUZMAN

# IGLESIA DE CRISTO EN SAN LUIS AZ INC.

1050 E Arizona St  
 San Luis, AZ 8536  
 APN: 775-31-901



## SITE PLAN

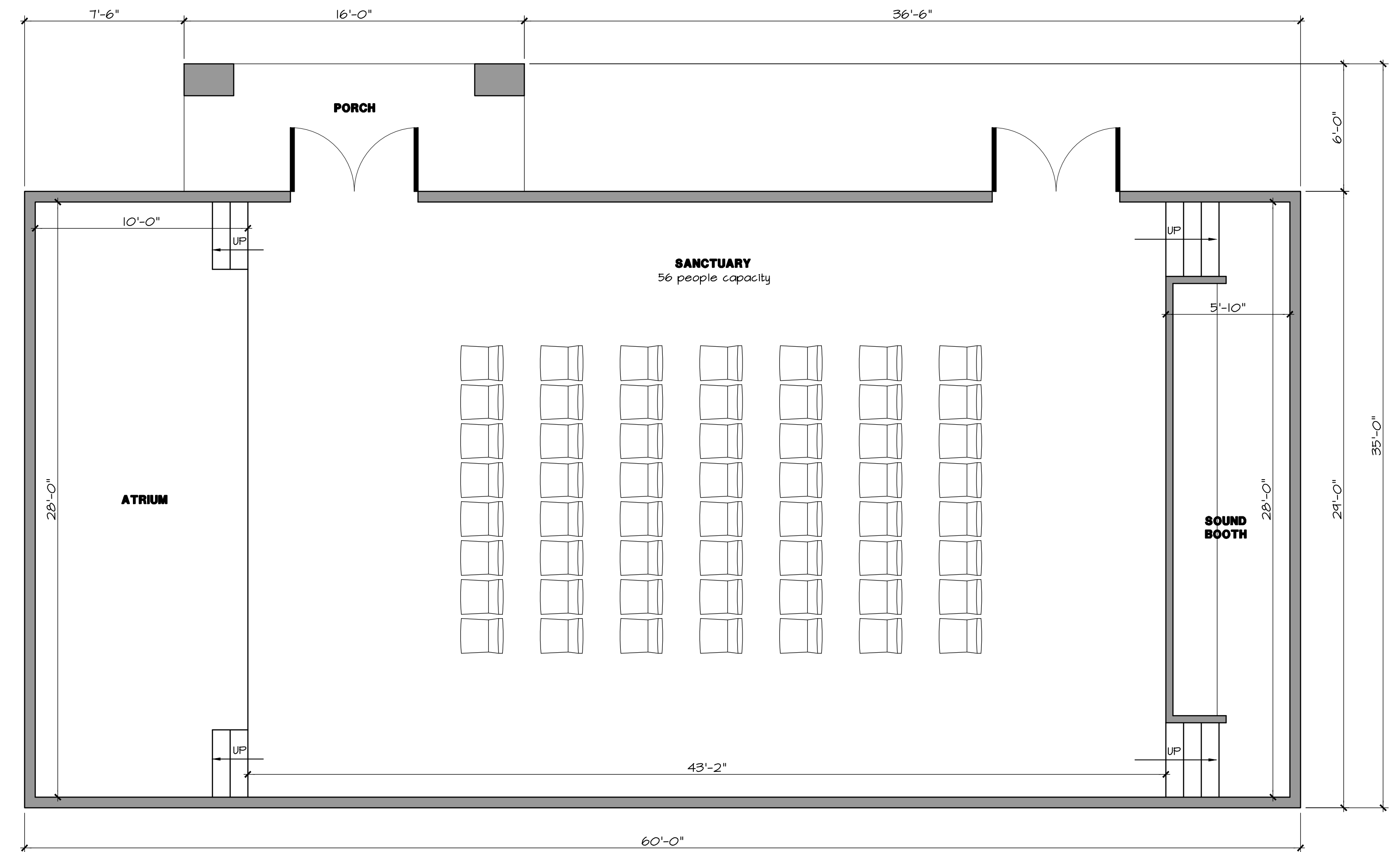
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### LANDSCAPE ELEMENTS

- Blue Palo verde
- Bottle Tree
- Mexican Sage
- Yellow Lantana
- Palm Tree
- Decorative Rock

### KEYNOTES:

- Proposed Sanctuary Building Area: 1,740 Sq.Ft.
- Existing Multipurpose Building Area: 1,040 Sq.Ft.
- Concrete Sidewalk
- 9' x 18' Parking Space
- Ex. Concrete Driveway
- 6" Non Retaining Concrete Block Wall
- 4" Non Retaining Concrete Block Wall
- Grass Landscape
- Decorative Rock Landscape
- APS Pad-Mounted Transformer



## FLOOR PLAN

Scale: 1/4"=1'-0"



## IGLESIA DE CRISTO DE SAN LUIS, AZ

- a) Our necessities for assembly activities are restricted by a few factors. Parking spots are limited based on the new sanctuary building we wish to build.
- b) Difficultly, it's impossible to make more parking spots, since there is no enough space available. We are located in a residential zone with an adjacent retention pond; therefore the property area is not capable to comply with the parking spots for the new Sanctuary. We know that the number of parking spaces is according to the area of the buildings, but we merely want to point out that the number of parking spaces should be based only on the new sanctuary, as the buildings will not be used simultaneously.
- c) The variation is absolutely crucial to us. Our current building is insufficient for the current activities, and to ensure there is adequate space and complying with better safety conditions for our attendees is immensely essential to build this Sanctuary.
- d) We've never had difficulties with the neighborhood in our 6 years being there. I'm confident we will keep going to be polite with our surroundings.





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

10.

**Meeting Date:** 10/25/2023

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

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

**Action Requested:** Motion

Public Hearing

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### ITEM:

#### DISCUSSION AND POSSIBLE ACTION ITEM:

Public Hearing followed by discussion and possible action on any all matters regarding Conditional Use Permit Case No. 2023-0387 - Iglesia de Cristo. A request by Rivera Studio, Inc., on behalf of Iglesia De Cristo, for a Conditional Use Permit to allow the expansion of a religious institution established at 1050 E. Arizona Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open Public Hearing

1. Presentation by staff and/or applicant
2. Call to the public on this item

B. Close Public Hearing

C. Action on Conditional Use Permit Case No. 2023-0387

#### SUMMARY:

The applicant is requesting a Conditional Use Permit to allow the expansion of Iglesia De Cristo, a religious institution, to add a new building on the property located at 1050 E. Arizona Street. The property is zoned as Medium-High Density Residential (R-2), and has a Conditional Use Permit for the existing building which was approved by City Council on April 26, 2017.

As per City Zoning Ordinance Section 18.15.040 (G) (4) Amendments to conditional use permits shall be processed in the same manner as the original permit, except that minor amendments may be authorized by the Zoning Administrator.

The existing building is about 1,040 square feet and the plan is to add a 1,740 square feet building as a main assembly without fixed seating. Iglesia De Cristo plans to use the new building to congregate for religious services twice a week.

As per Zoning Ordinance Section 18.75.040 Table No.15 the requirement for parking spaces is 1 per every 300 square feet of gross floor area. A total of 9 parking spaces would be required for the proposed and existing buildings. The applicant states that only the main assembly would be in need of parking spaces since the existing building would be a multipurpose room for children. A total of 6 parking spaces are proposed on the current design. If a Conditional Use Permit is approved, the applicant would have to comply with the required parking spaces or a variance would be required.

The adjacent properties to the north and west are developed as residential and are zoned as Medium-High Density Residential (R-2). On the east there is a retention basin which is also zoned as R-2. The property located to the south is zoned Neighborhood Commercial (C-1) and is undeveloped

land owned by the State of Arizona.

**CITIZEN REVIEW MEETING:**

The Citizen Review Meeting was held on August 31st, 2023 at City Hall Council Chambers at 5:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments. There were no people from the public present.

**PLANNING AND ZONING COMMISSION MEETING:**

The Planning and Zoning Commission held a public hearing for this item at their regular meeting on September 12, 2023, at the Council Chambers of the City of San Luis. The commission agrees with the recommendation of staff and forwards this case to the City Council with the recommendation of approval with conditions.

**GENERAL PLAN:**

This area is designated as an Activity Center in the City of San Luis 2040 General Plan. The Activity Center Land Use designation includes residential development of higher densities, regional and community scale commercial development, community services, and professional offices and services. The property is zoned as R-2 (Medium-High Density Residential) which is one of the appropriate zoning districts in the "Neighborhood" category.

**AGENCY REVIEW:**

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

As required by the State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (27 letters). The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

**STAFF RECOMMENDATION:**

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

The Conditional Use Permit is only for the expansion of the use, however, the expansion will have to comply with the current zoning regulations including the parking requirements. Staff recommends approval of Conditional Use Permit Case No. 2023-0387 with the condition that the owner complies with applicable zoning regulations.

**RECOMMENDATION / SUGGESTED MOTION:**

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

- 1. Presentation by staff
- 2. Call to the public on this item

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

**C. I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2023-0387 SUBJECT TO THE CONDITIONS OF APPROVAL AS PRESENTED BY STAFF.**

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**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A

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

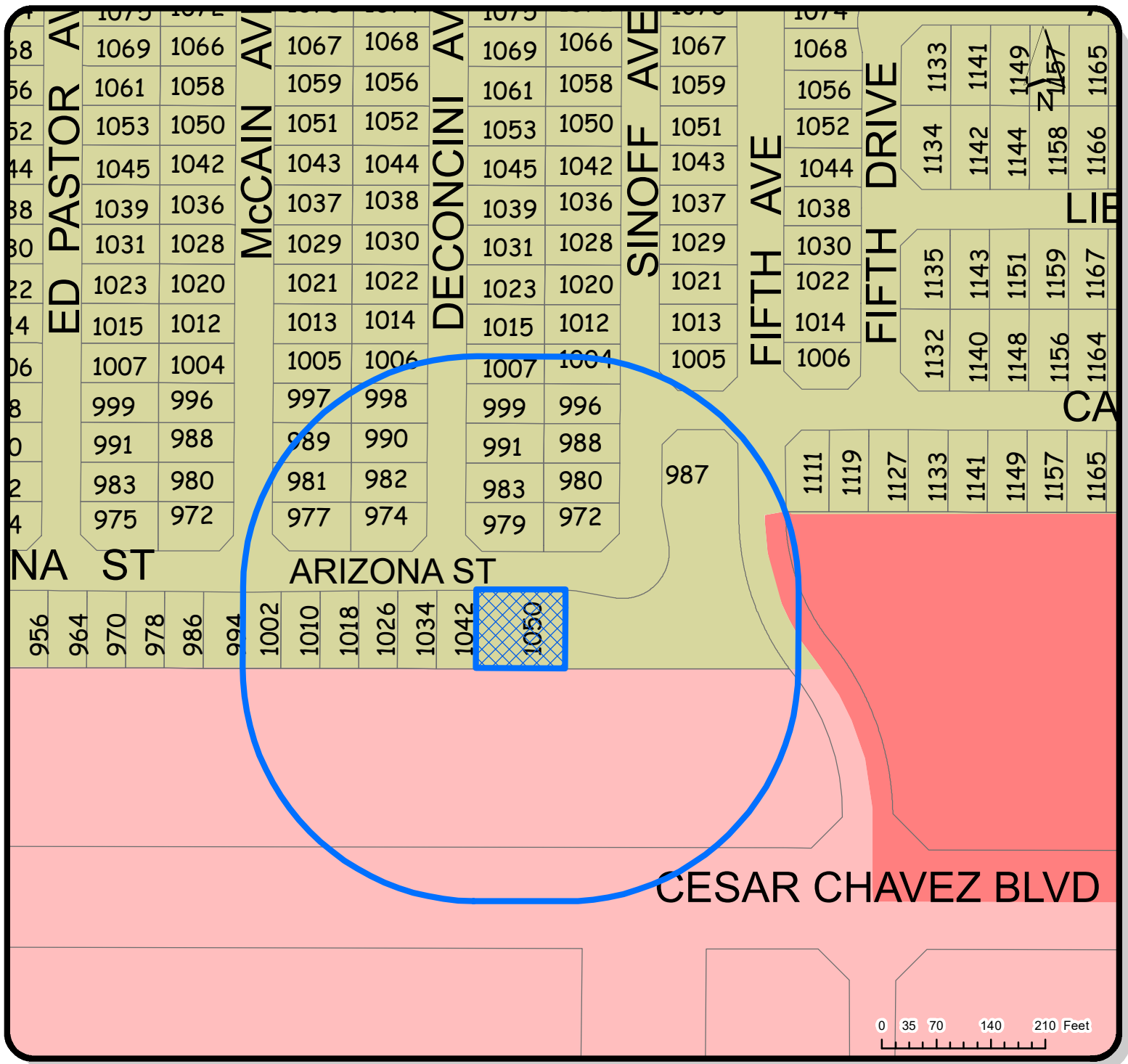
N/A

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**Attachments**

Location Map  
Site Plan  
Aerial Site Picture








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**LOCATION OF SUBJECT PROPERTY**

-  1050 E ARIZONA ST  
Assessor's Parcel Number:  
77531901
-  300ft Notification Area

**LOCATION MAP**

- Zoning**
-  SINGLE RESIDENCE ZONING DISTRICTS
    -  R-1.8
  -  MULTIPLE RESIDENCE ZONING DISTRICTS
    -  R-2
  -  COMMERCIAL ZONING DISTRICTS
    -  C-1
    -  C-2

**CONDITIONAL USE**

**CASE #**  
**2023-0387**

**DATE:**  
8/1/2023

**CHECKED BY:**  
JUAN TEJEDA

**PLANNING & ZONING**



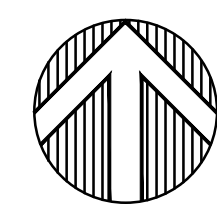
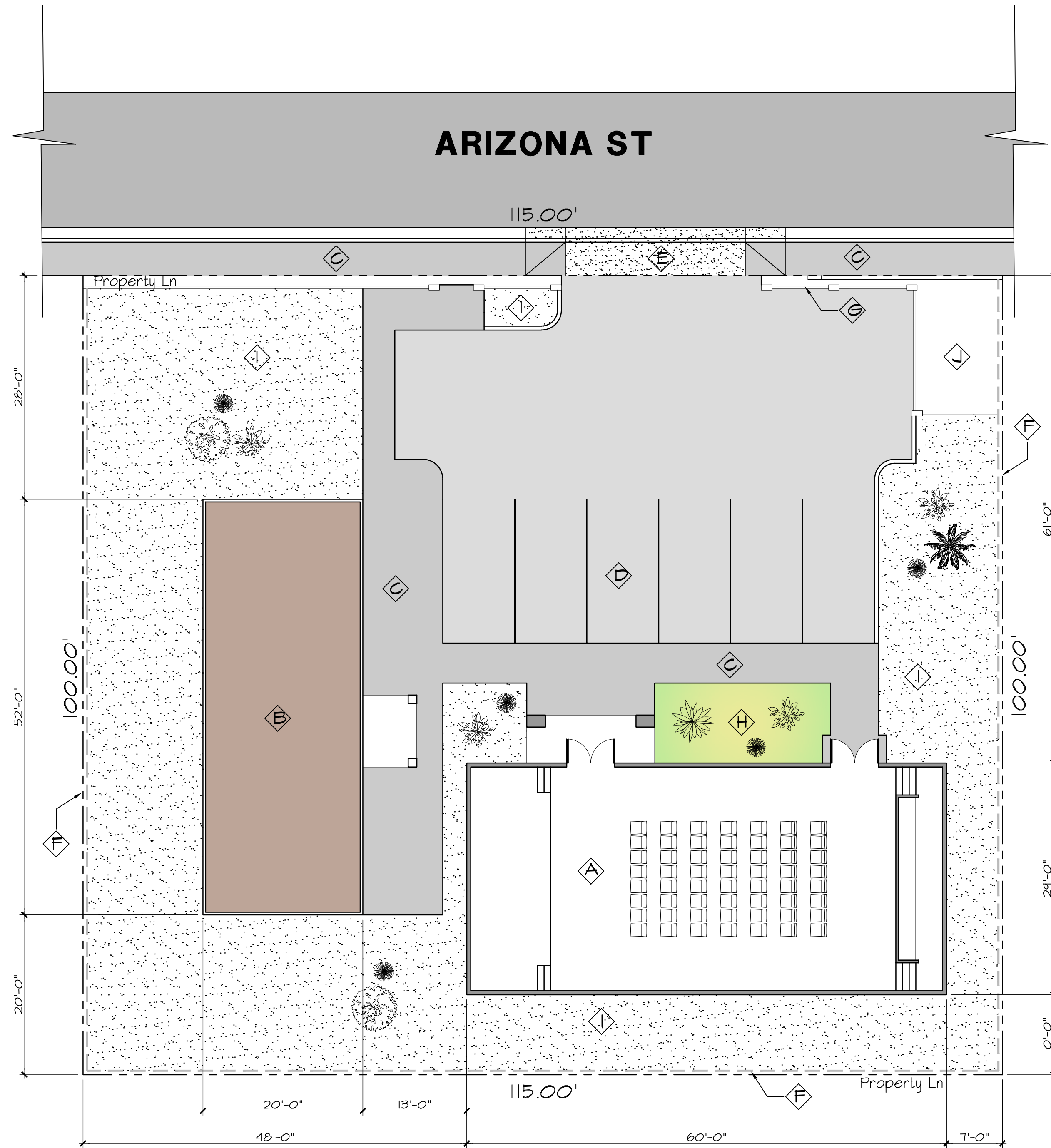
**GIS**

**CREATED BY:**  
ISAAC GUTIERREZ

**APPROVED BY:**  
JOSE A. GUZMAN

# IGLESIA DE CRISTO EN SAN LUIS AZ INC.

1050 E Arizona St  
 San Luis, AZ 8536  
 APN: 775-31-901









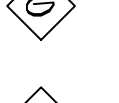



## SITE PLAN

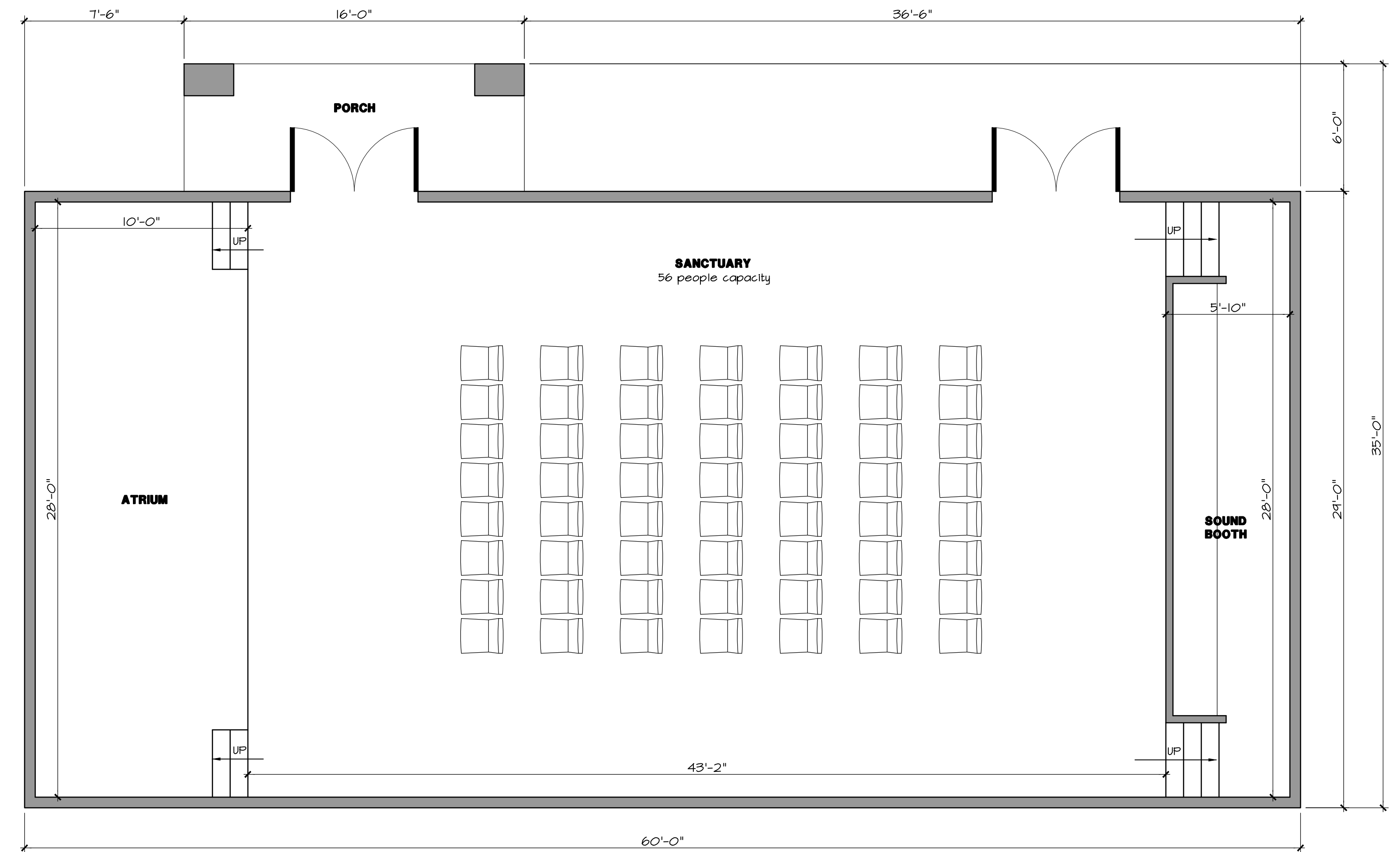
Scale: 1/10"=1'-0"

### LANDSCAPE ELEMENTS

-  Blue Palo verde
-  Bottle Tree
-  Mexican Sage
-  Yellow Lantana
-  Palm Tree
-  Decorative Rock

### KEYNOTES:

-  Proposed Sanctuary Building Area: 1,740 Sq.Ft.
-  Existing Multipurpose Building Area: 1,040 Sq.Ft.
-  Concrete Sidewalk
-  9' x 18' Parking Space
-  Ex. Concrete Driveway
-  6" Non Retaining Concrete Block Wall
-  4" Non Retaining Concrete Block Wall
-  Grass Landscape
-  Decorative Rock Landscape
-  APS Pad-Mounted Transformer



## FLOOR PLAN

Scale: 1/4"=1'-0"



