



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, March 13, 2024. 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, 13 de Marzo 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
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 13, 2024
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 6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. CALL TO THE PUBLIC

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

5. PROCLAMATION/PRESENTATION

5. A. Proclamation - Women's History Month March 2024

5. B. Presentation on the Hispanic Chamber of Commerce DATOS program by Bonsal Glascock, Chair of the Mexico Committee. **(Jenny Torres, Acting City Manager)**

6. CONSENT AGENDA

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

6. A. MINUTES OF

- Special Council meeting of February 7, 2024

6. B. DISBURSEMENTS FROM FEBRUARY 2, 2024 TO MARCH 6, 2024

Total \$1,494,612.86

(One Million, Four Hundred Ninety-Four Thousand, Six Hundred Twelve Dollars and Eighty-Six Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to DWD Construction for the municipal pool renovation and repair project. **(Lizette Varela, Assistant Director of Parks and Recreation)**

7. B. Discussion and possible action on any and all matters regarding Ordinance No. 447. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, repealing San Luis Ordinance No. 442 City Code 6.05.31 License Requirements, 6.05.031 License and Tags Generally, and 6.05.033 License – Vaccination Requirements. **(Nigel Reynoso, Chief of Police)**

- A. Action on Ordinance No. 447 by title only
- B. Action on Ordinance No. 447

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2305. A Resolution of the Mayor and Council of the City of San Luis, Arizona, repealing dog license fees under Resolution No. 2278, Repealing conflicting provisions, and providing for severability. **(Nigel Reynoso, Chief of Police)**

7. D. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2023-0761 - Los Mezquites Townhomes 2 and Ordinance No. 448. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 10.31 acres from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2) located east of 24th Avenue between Ortega Street and Nadine Street; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Open Public Hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Ordinance No. 448 by title only
- D. Action on Ordinance No. 448

7. E. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0002 - Bienestar Estates 10 Townhomes and Ordinance No. 449. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 3.47 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2) on property located at the southeast corner of Avenue F and County 24th Street; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Open Public Hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Ordinance No. 449 by title only
- D. Action on Ordinance No. 449

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

9. **ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 03/13/2024

Title:

Proclamation - Women's History Month March 2024

Attachments

Proclamation



Proclamation
WOMEN'S HISTORY MONTH
March 2024

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim March 2024, as "Women's History Month" and call on the citizens of San Luis to observe this day with appropriate programs and activities.

DATED this 13th day of March 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

5. B.

Meeting Date: 03/13/2024

Submitted By: Jenny Torres, Administration

Presentation Topic/Summary:

Presentation on the Hispanic Chamber of Commerce DATOS program by Bonsal Glascock, Chair of the Mexico Committee. (**Jenny Torres, Acting City Manager**)



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 03/13/2024

Summary

MINUTES OF

- Special Council meeting of February 7, 2024

Attachments

2/7/2024 SCM

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 7, 2024
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 Gloria Torres
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales (at approximately 6:02 p.m.)
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Antonio Maldonado, Video Production Specialist
Armando Esparza, Director of Economic Development and
Government Foreign Affairs
Eulogio Vera, Director of Public Works
Jorge Perez, Assistant Director of Public Works
Marco Santana, Police Lieutenant
Maria Sabori, Risk Management
Miguel Ramirez, Finance Accounting Manager
Roula Encinas, Finance Operations Manager
Ruben Lopez, I.T. Technician
Yolanda Dueñas, Facilities Supervisor
Alberto Leon, Resident
Alberto Limon, Resident
Mark Concha, Resident
Victor Cerda, Resident

2. PLEDGE OF ALLEGIANCE

Vice Mayor Gloria Torres led the Pledge of Allegiance.

3. PROCLAMATION/PRESENTATION

3. A. Proclamation - Teen Dating Violence Prevention and Awareness Month February 2024

Mrs. Sonia Cornelio, City Clerk, read the proclamation by title only.

3. B. Presentation on Pepe Belmonte Foundation by resident Alberto Limon. (Jesus Armando Esparza, Director of Economic Development)

Mr. Jesus Armando Esparza, Director of Economic Development, introduced the community members to present on their Art for Children Foundation.

Mr. Victor Cerda, Representative of Pepe Belmonte Foundation, composed of Ms. Tuli Medina, Ms. Ilian Marquez, Mr. Alberto Limon and Mr. Julio Lopez. The theme is "Think Like a Parent and Create Like a Child". He provided a presentation focused on promoting the art for the human development with a special focus on children and youth of the City of San Luis, Arizona. Mr. Cerda added they have been working on this foundation for the past year, have registered as a non-profit organization and will be soliciting financial assistance from the city towards this foundation. The presentation is attached to the complete Agenda Packet filed at the City Clerk's Office.

Mayor Nieves Riedel thanked Mr. Cerda for the presentation.

4. CONSENT AGENDA

4. A. Discussion and possible action on any and all matters regarding approval of an Intergovernmental Agreement with the United States General Services Administration to improve Urtuzuastegui Street as part of the Port of Entry expansion project. (Eulogio Vera, Director of Public Works)

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the purchase of a new Engine Pumper Fire Truck. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, explained that this item was discussed during the Budget Retreat last year regarding the need of new pumper for replacing one (1) of their fire trucks. After discussing with the vendor approximately two (2) months ago, they are nearly 40 to 48 months out from time of purchase to delivery. Speaking to the representative today, they are not seeing decreases in time, they might actually see an increase of maybe 48 to 50 months. The current pumper is a nine (9) year-old truck from 2015. If the new engine pumper fire truck is purchased, the current engine will be approximately 13-14 years old. Usually, fire trucks' time frame is 20 years old, depending on the type of maintenance performed. He added that another thing to consider is the increase in pricing, if they order the Engine Pumper Fire Truck now the cost is \$1.2 million. The Fire Department had budgeted \$220,000.00 to put down this year which will not be put down. He will be presenting in a future council meeting as they will be using those funds for other Capital Improvement Project for the department. If this gets approved tonight, what he will do for the next three (3) fiscal years is he will give a \$400,000.00 payment instead of having a \$1.2 million purchase in a lump sum. This engine will be a front line truck, it is different from the ladder truck they recently purchased as it has different capabilities, he is being proactive and are looking at the city's growth and if in six (6) years from now there is a need for a third Fire Station, the trucks are already here.

Mayor Nieves Riedel thanked Chief Ramirez for planning and being pro-active as well as Mr. Eulogio Vera, Director of Public Works, for being pro-active on the street lights for three (3) different projects.

Vice Mayor Gloria Torres asked if Fire Station No. 2 is operating on the east side of the city.

Chief Ramirez responded they opened Fire Station No. 2 on November 8, 2023 and the ribbon cutting will take place on February 14, 2024. The crews consist of seven (7) with a ladder truck, rescue truck and an ambulance.

Council Member Luis E. Cabrera asked if this is the recommended vendor or if there are other alternatives?

Chief Ramirez replied that all their trucks are from Pierce and are trying to keep uniformity, it is the top-of-the-line vehicle all American made.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the purchase of a new Engine Pumper Fire Truck in the amount of \$1,235,951.52 to be paid in the next three (3) fiscal years. Motion passed unanimously.

The vote was as follows:

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

5. B. Discussion and possible action on any and all matters regarding the purchase of a new Pre-Engineered Metal Building (PEMB) for the Water Well Site #5 Project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, indicated that this is for the project at Water Well Site #5 construction. The Department of Public Works is working on building a new well with the new filtration system at the Public Works Yard. The project includes a metal building that will house the filtration system. The design is so far along that it has been produced for the building; staff is being pro-active and seeking purchase of the building ahead of time as it entails a lead time of approximately 18 to 20 weeks. If staff goes to bid for the metal building, it will add a couple additional months to the timing. He added that staff is requesting approval of the purchase of a metal building and to waive formal procurement procedures. Staff requested quotes from different vendors and obtained two (2) as one refused to provide one. The lowest quote is for \$71,471.25 from an Arizona vendor.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the purchase of a pre-engineered metal building from Bunger Streeel in the amount of \$71,471.25 and to waive formal purchasing procedures for the reasons presented. Motion passed unanimously.

The vote was as follows:

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

5. C. Discussion and possible action for the removal and appointment of a Trustee for the City of San Luis Employee Benefits Trust. (Jenny Torres, Acting City Manager and Executive Advisor to the Trust)

Ms. Jenny Torres, Acting City Manager and Executive Advisor to the Trust, explained that a request was received from a Council Member asking for an opportunity to serve on this board. Staff looked into the Declaration of Trust of the Trustee Board and noticed that in the original Declaration of Trust, it indicated that the terms are staggered. The Trust is composed of five (5) members. In 2019, there was an amendment to the Trust, where each board member would serve five (5) years and then would be able to serve for three (3) consecutive five (5) years, totaling 15 years. As the Executive Advisor, she does not agree, and believes that the opportunity for other people to serve should be given. The board can have one (1) Council Member, one (1) employee and three (3) community members. The Mayor does have the authority to designate a replacement of the trustees. She asked the Mayor and City Council to evaluate the need to replace one (1) of the board members and there is currently one (1) Council Member serving. The Mayor can recommend and the City Council can approve. She thinks the Declaration of Trust should be amended to provide the opportunity to other Council Members, employees and community members to serve on this board.

Council Member Matias Rosales asked who has been there the longest?

Ms. Torres responded that the majority of the members have been serving on the board since 2013. Mr. Gustavo McGrew, Ms. Maria Gonzalez and Ms. Emma Torres were appointed in 2013. Council Member Tadeo Azael De La Hoya was appointed when he was elected one (1) year ago.

Council Member Matias Rosales opined that it is too soon for Council Member Tadeo Azael De La Hoya to be replaced. Any board one serves on, has to learn and go through the process, the Trustee Board for him is one of the most important things for employees. Changing it too often or too quick is not a good idea, now if the change was from the members that have been serving on the trust since 2013 then the possibility of discussing exists, unless there is a different reason why staff is trying to change it so quick. He asked who is the one that wants to serve on this board?

Mayor Nieves Riedel stated that when she first became Mayor, Council Member Javier Vargas asked her if he could serve on this board and then Council Member Tadeo Azael De La Hoya also commented to her that he wanted to serve on this board. She added that knowing his expertise, she was under the impression that it was for one (1) year. She is sure that Council Member Tadeo Azael De La Hoya with the years he served before and this year, he is in a position where he can help other Council Members that are new to be able to serve and learn. It was brought to her attention about the five (5) years, another five (5) years and then another five (5) years...she does not agree with this. With this new Council Member will come to serve as Elected Officials and not have the opportunity to serve on the boards. Luckily as the Mayor, she can ask for the removal and nominate in this instance Council Member Javier Vargas. He does not serve in any board, has the interest and for the best interest of being fair to everybody, she believes that the other Council Members deserve the opportunity as well that are willing to participate and learn.

Council Member Matias Rosales said that the three (3) fives (5's) must have been an oversight when the amendment was done and does not know how that happened, but his perspective on the Council side, if a Council Member has been elected for four (4) years, this is an important board and want that person to learn and do the functions for the city. Changing that part of the Council might be too soon, maybe the policy can be reviewed and say a Council Member could be there for at least two (2) years at a time, because one does not learn everything that fast, especially in this board. Medical wise, trustees and benefits for city employees are very important. Unless Council Member Tadeo Azael De La Hoya is wanting to out.

Council Member Tadeo Azael De La Hoya commented that he remembers that conversation he had with Mayor Nieves Riedel regarding boards and commissions, telling her that he did not want to serve on a specific board or commission as he did not want to create animosity amongst Council Members and the only he had experience on was the Employee Benefit Trust because they do not want to raise the employees contributions and medical expenses. In that same conversation, he has tried to help Council Member Javier Vargas as much as he can. He has been involved as a staff member which is being different as an Elected Official chairing this board for a year. He added that Mayor Nieves Riedel is correct that she has full authority to recommend removal and recommend whomever she thinks is best. However, he would of revised the Declaration of Trust to allow ex-officio members. This board is very important, especially for city employees. He gets very passionate when it comes to city employees, he understands he asks a lot of questions but that is part of his job as well. He admitted it feels odd to be removed from this board from the City Council on his first year, when there are people that have been there since the board started 14 years ago. But that is fine, it is her purview at her direction and just like in that meeting, he said he did not want to lose friendships or create animosity between the seven (7) Council Members. He is there to serve the residents of the City of San Luis and has proven his loyalty and allegiance to where every she sends him, he goes. It is not a complaint, he is happy to do so.

Mayor Nieves Riedel stated that the people that know her for the longest time, know she is very consistent in her decisions. Council Member Luis E. Cabrera wanted to serve another year as the Vice Mayor, but she promised that everybody was going to serve one (1) year as the Vice Mayor and give them the opportunity, whereas before the Vice Mayor served for years.

Council Member Matias Rosales asked Council Member Javier Vargas if he has been attending or has attended the Employee Benefit Trust Board meetings?

Council Member Javier Vargas replied he has not.

Council Member Maria Cecilia Cruz asked when is Council Member Tadeo Azael De La Hoya's last date for this term?

Mayor Nieves Riedel responded that he can stay there for up to 15 years, but the Declaration of Trust indicates that the Mayor has the right to decide and she tries to be fair to everyone. This is not personal, she like Council Member Tadeo Azael De La Hoya and considers him her friend and it is not a reflection that he is not doing a good job but can do a better job being a mentor.

Council Member Matias Rosales clarified that as an Elected Official he can be there for the length of his term but the 5, 5, 5 years are for the three (3) members of the community. He commented he has seen Council Member Javier Vargas being very active by attending other meetings such as the Economic Development and the Greater Yuma Port Authority, but his concern is changing the member so soon as this board is very important and Council Member Javier Vargas has not attended an Employee Benefit Trust Board meeting and he does not agree with the change right now.

Council Member Javier Vargas clarified that when he approached about this position last year, he did not know there were other people interested in this, but with Mayor Nieves Riedel trying to be consistent with the changes every year, he offered to fill this position as long as no one else was interested and added that if someone else is also interested in the position to go for it.

Council Member Luis E. Cabrera remarked that he would be honored to serve on the board if it is ok with Council Member Javier Vargas and the rest of the City Council. He is very invested in the employees and community and have the best for everyone and not just one (1) group. One has to keep in mind that there are board members that have been there for many years that can mentor them in a way, there is Ms. Jenny Torres as an advisor and the Human Resources Department to support them in learning the role. If he is appointed he feels good about making any good recommendations as a person on the board for the benefit of city employees.

Ms. Torres indicated that with the new broker, she has asked them to and provide a one-on-one to the Trustees of the Board what their job is going to do and what the responsibilities will be.

Council Member Maria Cecilia Cruz asked if Council Member Tadeo Azael De La Hoya has missed an Employee Benefit Trust Board meeting?

Council Member Tadeo De La Hoya responded he has not missed any meeting and from day one he too was elected Chairman to the board.

Council Member Maria Cecilia Cruz agrees with everything Council Member Matias Rosales has stated.

Council Member Matias Rosales observed that Council Member Tadeo Azael De La Hoya is the Chairman, so if he is removed the board would have to appoint a new Chairperson? He was appointed by the members that have been there for years and they did it because they know Council Member Tadeo Azael De La Hoya's expertise.

Ms. Torres mentioned that Ms. Emma Torres is the Vice Chairwoman and assumes she might want to take over the role of Chairwoman.

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz to leave Council Member Tadeo Azael De La Hoya as a Trustee as he currently seats in the board. Motion did not pass with three (3) aye votes and four (4) nay votes by Mayor Nieves Riedel, Vice Mayor Gloria Torres, Council Members Luis E. Cabrera and Javier Vargas.

The vote was as follows:

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

MOTION: Mayor Nieves Riedel/Vice Mayor Gloria Torres to remove Council Member Tadeo Azael De La Hoya as Trustee from the San Luis Employee Benefits Trust. Motion passed with four (4) aye votes and three (3) nay votes by Council Members Maria Cecilia Cruz, Tadeo Azael De La Hoya and Matias Rosales.

The vote was as follows:

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

MOTION: Mayor Nieves Riedel/Council Member Tadeo Azael De La Hoya to appoint Council Member Javier Vargas as Trustee for the San Luis Employee Benefits Trust.

Council Member Javier Vargas mentioned that he feels honored to be appointed to this board but if the City Council wants to appoint someone else.

Council Members Tadeo Azael De La Hoya and Matias Rosales remarked that he had asked for it, to take it.

Motion passed with five (5) aye votes and two (2) nay votes by Council Members Maria Cecilia Cruz and Matias Rosales.

The vote was as follows:

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

5. D. Discussion and possible action on any and all matters regarding Resolution No. 2302. A Resolution of the City of San Luis, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal year 2022- 2023 expenditure limitation report to the Arizona Auditor General. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that the Arizona Auditor General is requesting that any changes in the Chief Fiscal Officer (CFO) has to be updated with their office. Ms. Roula Encinas, Acting Director of Finance, is helping temporarily with this position to help with the process of submitting the annual expenditure limitation.

MOTION: Council Member Luis E. Cabrera/Council Member Tadeo Azael De La Hoya to approve Resolution No. 2302 designating Roula Jouanne De Encinas as the C.F.O. to submit the annual expenditure report to the Auditor General as presented. Motion passed unanimously.

The vote was as follows:

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

6. ADJOURNMENT

MOTION: Council Member Luis E. Cabrera/Council Member Gloria Torres to adjourn the Special Council meeting at approximately 6:40 p.m. The motion passed unanimously.

The vote was as follows:

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

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on February 7, 2024. 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: 03/13/2024

Summary

DISBURSEMENTS FROM FEBRUARY 2, 2024 TO MARCH 6, 2024

Total \$1,494,612.86

(One Million, Four Hundred Ninety-Four Thousand, Six Hundred Twelve Dollars and Eighty-Six Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING MARCH 13, 2024
Disbursement Report from 02/22/2024 TO 03/06/2024

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	02/23/2024	\$ 807,593.51	Schedule A
Payroll Check Account	02/29/2024	\$ 475,335.86	Schedule B
Accounts Payable Check Account	03/01/2024	\$ 211,683.49	Schedule C

Total Disbursements: \$ 1,494,612.86

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: *K. Plascencia*

Verified by Finance: *Miguel Ramirez*

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2024 MAR -6 P 5:05

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 2/19/2024 - To Payment Date: 2/23/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
108243	02/20/2024	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL MARCHING BAND	\$1,000.00		
108244	02/23/2024	Open			Accounts Payable	ARIZONA FURNISHINGS	\$1,570.84		
108245	02/23/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$761.10		
108246	02/23/2024	Open			Accounts Payable	BARNETT, OSCAR	\$369.00		
108247	02/23/2024	Open			Accounts Payable	BLX GROUP LLC, DEPT 34461	\$2,000.00		
108248	02/23/2024	Open			Accounts Payable	CAMPA, JOAQUIN	\$369.00		
108249	02/23/2024	Open			Accounts Payable	CENTURYLINK	\$70.46		
108250	02/23/2024	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$294.21		
108251	02/23/2024	Open			Accounts Payable	CRUZ, MARIA, CECILIA	\$42.51		
108252	02/23/2024	Open			Accounts Payable	ENERSPECT MEDICAL SOLUTIONS, LLC	\$263.11		
108253	02/23/2024	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$2,675.00		
108254	02/23/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$2,597.76		
108255	02/23/2024	Open			Accounts Payable	HUBER TECHNOLOGY, INC	\$102,121.84		
108256	02/23/2024	Open			Accounts Payable	JUSTICE FAMILY ENTERPRISES INC	\$121.50		
108257	02/23/2024	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$86.19		
108258	02/23/2024	Open			Accounts Payable	LOOMIS	\$3,481.19		
108259	02/23/2024	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$700.00		
108260	02/23/2024	Open			Accounts Payable	MEMBERSHIP LOCKBOX 4047	\$3,722.00		
108261	02/23/2024	Open			Accounts Payable	MR. B'S BICYCLES	\$2,048.94		
108262	02/23/2024	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	\$1,152.00		
108263	02/23/2024	Open			Accounts Payable	NUTRIEN AG SOLUTIONS, INC	\$637.50		
108264	02/23/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$16.19		
108265	02/23/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$70.00		
108266	02/23/2024	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$236.96		
108267	02/23/2024	Open			Accounts Payable	SECURITY TITLE AGENCY, INC	\$269,791.00		
108268	02/23/2024	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$34,401.09		
108269	02/23/2024	Open			Accounts Payable	WALKER, BARBARA	\$300.00		
108270	02/23/2024	Open			Accounts Payable	XEROX CORPORATION	\$5.31		
108271	02/23/2024	Open			Accounts Payable	ZEPEDA, DANIEL	\$80.91		
108272	02/23/2024	Open			Accounts Payable	McCAMMON, LOU	\$3,000.00		
108273	02/23/2024	Open			Accounts Payable	NIEBLAS BRIZUELA, JOSE, G	\$500.00		
108274	02/23/2024	Open			Accounts Payable	PETTY CASH/RECREATION	\$200.00		
108275	02/23/2024	Open			Accounts Payable	SOCIAL DEMICS LLC	\$800.00		
108276	02/23/2024	Open			Accounts Payable	SOMERTON ELECTRIC LLC	\$150.00		
108277	02/23/2024	Open			Accounts Payable	SUNDWALL FARMS LLC	\$525.00		
108278	02/23/2024	Open			Accounts Payable	YUMA UNION HIGH SCHOOL	\$500.00		
Type Check Totals:									
							36 Transactions	\$436,660.61	
EFT									
4980	02/23/2024	Open			Accounts Payable	24/7 GET FIT LLC	\$2,323.00		
4981	02/23/2024	Open			Accounts Payable	ALSCO, INC	\$924.08		
4982	02/23/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$343.01		
4983	02/23/2024	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00		

SCHEDULE A

Payment Register

From Payment Date: 2/19/2024 - To Payment Date: 2/23/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4984	02/23/2024	Open			Accounts Payable	AMETZA ARIZONA LLC	\$3,955.66		
4985	02/23/2024	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$102.21		
4986	02/23/2024	Open			Accounts Payable	CDWG	\$1,157.50		
4987	02/23/2024	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$37.50		
4988	02/23/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$183.25		
4989	02/23/2024	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$1,894.67		
4990	02/23/2024	Open			Accounts Payable	FRESH TERRA SERVICES:LLC	\$1,405.00		
4991	02/23/2024	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
4992	02/23/2024	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$13,290.00		
4993	02/23/2024	Open			Accounts Payable	KTL&C, LLC.	\$521.22		
4994	02/23/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$309.42		
4995	02/23/2024	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$17,065.00		
4996	02/23/2024	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
4997	02/23/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$589.80		
4998	02/23/2024	Open			Accounts Payable	SPECTRUM BUSINESS	\$184.37		
4999	02/23/2024	Open			Accounts Payable	SUN GRAPHICS	\$776.66		
5000	02/23/2024	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,841.28		
5001	02/23/2024	Open			Accounts Payable	VIKING PAINTING LLC	\$313,242.55		
5002	02/23/2024	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$424.97		
5003	02/23/2024	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$381.61		
5004	02/23/2024	Open			Accounts Payable	YUMA SUN INC	\$1,997.39		
							\$370,932.90		

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	\$436,660.61	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 2/19/2024 - To Payment Date: 2/23/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	\$0.00	\$0.00	
					Total	36	\$436,660.61	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	25	\$370,932.90	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	25	\$370,932.90	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	61	\$807,593.51	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	61	\$807,593.51	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	36	\$436,660.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	36	\$436,660.61	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	25	\$370,932.90	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	25	\$370,932.90	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	61	\$807,593.51	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	61	\$807,593.51	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gganez@sanluisaz.gov C = AD
 Date: 2024.02.23 15:01:09 -07'00'



Pay Day Register

Pay Date Range 02/10/24 - 02/23/24

Pay Batch 202405

Pay Batch 202405 Total

Employees in Pay Batch 313

Female Employees in Pay Batch 87

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	21,414.7500	511,701.13	Gross	683,651.68	ASRS ALTERNATE	480.24	4,807.20
1001 - LEAVE WITHOUT PAY	133.0600	.00	Imputed Income		AZ STATE RETIREMENT	49,663.05	409,085.71
1005 - BEREAVEMENT	30.0000	879.00	FEDERAL TAX WITHHOLDING	41,120.36	DENTAL = FAMILY	437.80	.00
1007 - ON CALL WORKED HOURS	11.2500	301.44	SOCIAL SECURITY TAX	42,386.62	LONG TERM DISABILITY	613.58	409,085.71
1009 - PART TIME	263.6069	6,089.83	MEDICARE	9,912.96	MEDICAL MEX ONLY - EE &	2,298.40	.00
1010 - PART TIME FIREFIGHTERS	144.7500	3,031.16	STATE WITHHOLDING	12,899.64	MEDICAL MEX ONLY - EE &	5,163.40	.00
201 - OVERTIME	444.2500	17,187.33	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE &	1,591.20	.00
202 - OP STONE GARDEN- O.T.	551.5000	27,364.53	AM. FIDELITY- ACCIDENT-POST	34.39	MEDICAL MEX ONLY - EE ONLY	440.80	.00
2023 - FMLA - SICK LEAVE	31.2000	514.39	AM. FIDELITY- ACCIDENT-PRE	429.60	MEX & US HEALTH = EE	54,435.60	.00
2024 - FMLA - VACATION LEAVE	21.8000	360.13	AM. FIDELITY- CANCER-POST	28.00	MEX ONLY DENTAL - EE &	149.52	.00
210 - SRO	80.0000	2,508.02	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	332.15	.00
300 - VACATION EARNED	1,244.2089	.00	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE &	113.92	.00
301 - VACATION USED	842.8100	22,151.98	AM. FIDELITY- GHI- PRE TAX	237.19	MEX ONLY DENTAL - EE ONLY	65.12	.00
400 - SICK EARNED	1,183.3400	.00	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS - ALTERNATE	266.99	3,337.40
405 - SCHEDULED SICK LEAVE	253.9600	5,921.72	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS FIRE DB NORM - TIER 1	8,988.65	68,458.78
406 - UNSCHEDULED SICK LEAVE	376.7500	8,059.39	AZ COPS - SLPD	360.00	PSPRS FIRE DB NORM - TIER 2	610.86	4,652.36
502 - ON CALL PAY I.T.	.0000	125.00	AZ STATE RETIREMENT	49,663.05	PSPRS FIRE DB NORM - TIER 3	3,942.23	41,236.89
503 - STAND-BY PAY	793.5200	1,587.04	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	7,127.73	75,585.68
701 - HOLIDAY	2,301.3300	57,627.06	DEFERRED COMP - ROTH	600.00	PSPRS POLICE DB NORM - TIER	1,509.34	16,005.72
704 - FIRE HOLIDAY EARNED	530.0000	.00	DEFERRED COMPENSATION	3,282.00	PSPRS POLICE DB NORM - TIER	4,159.69	43,511.36
706 - HOLIDAY WORKED HOURS	231.0000	8,610.66	DEFERRED COMPENSATION	103.00	STANDARD STD	2,520.33	.00
809 - RETRO PAY	3.7500	78.25	FOP/ALC	390.00	U.S. MEX DENTAL - EE &	382.56	.00
900 - COMPENSATION EARNED	5.7500	.00	GARNISHMENT - CHILD	3,010.14	U.S. MEX DENTAL - EE &	95.64	.00
901 - COMPENSATION USED	7.5000	156.48	IAFF- FIRE DEPT	1,585.00	US & MEX DENTAL - EE	2,954.88	.00
921 - STEP OVERTIME	59.0000	2,592.84	LEGAL SHIELD	59.31	US & MEX HEALTH = C	16,498.50	.00
924 - AMBULANCE - REGULAR	24.0000	406.80	LONG TERM DISABILITY	613.58	US & MEX HEALTH = FAMILY	23,010.99	.00
940 - PD - EDU ASST	.0000	450.00	MANHATTANLIFE ASSURANCE	114.08	US & MEX HEALTH = SP	2,426.25	.00
941 - PD - EDU BCHL	.0000	600.00	MASS MUTUAL - LIFE	9.77	VISION - SINGLE	1,157.46	.00
950 - PD -SRT	.0000	450.00	MEX ONLY DENTAL - EE &	192.36	VSP- VISION	612.06	.00
951 - PD - K-9 HANDLER	.0000	150.00	MEX ONLY DENTAL - EE &	427.35	Total	\$192,048.94	
952 - PD - PHLEBOTOMIS	.0000	150.00	MEX ONLY DENTAL - EE &	146.56			
953 - PD - COLLISION	.0000	150.00	MEX ONLY HEALTH - EE & CH	674.18	Employer Taxes		Gross Base
954 - PD - NEGOTIATOR	.0000	150.00	MEXICO ONLY HEALTH - EE &	1,514.60	MEDICARE	9,912.96	683,651.68
955 - PD - EVENING SHIFT	.0000	200.00	MEXICO ONLY HEALTH - EE &	466.74	SOCIAL SECURITY TAX	42,386.62	683,651.68
956 - PD - MIDNIGHT SHFT	.0000	600.00	NEW YORK LIFE - LIFE INS	36.49	SUTA/UNEMPLOYMENT	3,917.57	652,942.34
961 - FD - EDU ASST	.0000	600.00	PAC FUND- FIRE DEPT.	139.00	Total	\$56,217.15	
962 - FD - EDU BACHL	.0000	150.00	PS DEFERRED COMP - ROTH	245.00			
965 - PD - STAND-BY PAY	.0000	2,207.00	PS DEFERRED COMP TIAA -	112.78	Workers' Comp		Gross Base
			PS DEFERRED COMPENSATION	680.00	Ambulance EMT Search &	2,812.35	59,207.85

SCHEDULE B



Pay Day Register

Pay Date Range 02/10/24 - 02/23/24

Pay Batch 202405

967 - FD - SPECIAL ASSIGNEMNT	270.2500	540.50
Total	31,253.3358	\$683,651.68

PSPRS FIRE DB RATE - TIER 1a	4,343.85	56,782.53
PSPRS FIRE DB RATE - TIER 1b	893.24	11,676.25
PSPRS FIRE DB RATE - TIER 2	355.91	4,652.36
PSPRS FIRE DB RATE - TIER 3	3,942.23	41,236.89
PSPRS POLICE DB RATE - TIER	4,240.34	55,429.30
PSPRS POLICE DB RATE - TIER	1,541.97	20,156.38
PSPRS POLICE DB RATE - TIER 2	1,224.43	16,005.72
PSPRS POLICE DB RATE - TIER 3	4,159.69	43,511.36
STANDARD LIFE ADDTNL	881.35	.00
TRANSWESTERN MEXICAN	195.00	.00
U.S. MEX DENTAL - EE &	492.72	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	563.64	.00
US & MEX HEALTH = C	4,839.56	.00
US & MEX HEALTH = FAMILY	6,749.94	.00
US & MEX HEALTH = SP	711.70	.00
VSP - VISION CHILDREN	230.01	.00
VSP - VISION FAMILY	348.50	.00
VSP - VISION SPOUSE	125.46	.00
Net	\$475,335.86	

ANIMAL CONTROL OFFICERS	40.13	1,783.46
ATTORNEY- ALL & CLERICAL-	50.35	22,887.25
AUTO SERVICE/ REPAIR	295.40	10,588.14
BUILDING- NOC OPER BY	540.96	14,943.46
BUS COMPANY AND DRIVERS	90.29	1,635.72
CLERICAL OFFICE/ LIBRARY/	396.12	165,045.17
Electrician	68.58	2,184.00
FIREFIGHTERS & DRIVERS	3,304.53	69,569.07
GARBAGE/ ASH/ REFUSE	650.03	10,400.52
Homemaker Service	40.14	1,752.81
MUNICIPAL/ TOWN/	774.69	44,268.50
PARKS- NOC ALL EMPLOYEES	752.01	24,258.24
POLICE OFFICERS	7,231.70	152,246.31
RECREATION- ALL EMPLOYEES/	286.47	20,910.24
SEWAGE DISPOSAL/ PLANT	935.29	27,188.84
Street or Road Construction	2,508.38	28,407.28
WATERWORKS OPERATIONS	915.21	26,374.82
Total	\$21,692.63	

Direct Deposits	Amount
1st Bank Yuma	44,805.71
ACADEMY BANK	2,619.46
Bank of America	6,962.88
Bank of America CA	1,140.00
Bankcorp	200.00
CAPITAL ONE	691.48
Charles Sch	250.00
Chase Bank	227,032.85
CHASE BANK CA	837.80
CHASE BANK MORGAN	2,798.10
CHASE BANK TX	2,272.11
chase centro	1,811.05
discover	400.00
Federal Credit Union	37,625.98
FF CREDIT UNION	2,194.54
FIDELITY	345.15
FIREFIGHTER FIRST CREDIT UNION	5,854.23
HUGHES FCU	1,806.46
MECHANICS BANK	1,178.63
National Bank	1,283.46
Navy Federal	23,476.06
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	828.02

Roula J.
de Encinas

Digitally signed by: Roula J. de Encinas
 DN: CN = Roula J. de Encinas
 email = rencinas@sanluisaz.gov
 C = US O = City of San Luis
 Date: 2024.02.29 12:49:26 - 07'00'



Pay Day Register

Pay Date Range 02/10/24 - 02/23/24

Pay Batch 202405

PATHWARD	2,447.14
Sunbank	2,600.21
SUTTON BANK	1,221.73
THE FOOTHILLS BANK	672.42
VANTAGE WEST	1,649.37
WASHINGTON FEDERAL	1,093.93
Wells Fargo	89,154.54
WELLS FARGO CA	3,872.79
WELLS FARGO CALE	1,200.13
WELLS FARGO YUMA	2,858.54
Total	<u>\$473,304.77</u>
Check	\$2,031.09

Payment Register

From Payment Date: 2/26/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
108279	02/27/2024	Open			Utility Management Refund	CASTELLANOS, ROBERTO	\$109.26		
108280	02/28/2024	Open			Accounts Payable	DUENAS, DEREK	\$93.00		
108281	02/29/2024	Open			Accounts Payable	FOP/ALC	\$390.00		
108282	02/29/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
108283	02/29/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,244.60		
108284	02/29/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
108285	02/29/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$139.00		
108286	02/29/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,585.00		
108287	03/01/2024	Open			Accounts Payable	ADOT MVD	\$2.37		
108288	03/01/2024	Open			Accounts Payable	ADVANCED CALL CENTER TECHNOLOGIES LLC	\$16,000.00		
108289	03/01/2024	Open			Accounts Payable	AGUILAR, ANA	\$1,000.00		
108290	03/01/2024	Open			Accounts Payable	AMERICA'S TRANSMISSIONS	\$3,385.31		
108291	03/01/2024	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$270.00		
108292	03/01/2024	Open			Accounts Payable	AQUAFLOW SOLUTIONS INC	\$2,324.23		
108293	03/01/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,908.95		
108294	03/01/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$7,409.58		
108295	03/01/2024	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$57.14		
108296	03/01/2024	Open			Accounts Payable	FX TACTICAL, LLC	\$970.87		
108297	03/01/2024	Voided		03/01/2024	Accounts Payable	GARCIA, JESUS	\$246.00		
108298	03/01/2024	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$513.41		
108299	03/01/2024	Open			Accounts Payable	INNOVATIVE PRECAST LLC	\$3,443.68		
108300	03/01/2024	Open			Accounts Payable	IPS GROUP INC	\$578.05		
108301	03/01/2024	Open			Accounts Payable	IRON MOUNTAIN INC	\$121.43		
108302	03/01/2024	Open			Accounts Payable	JC WELDING, LLC	\$892.36		
108303	03/01/2024	Open			Accounts Payable	LOPEZ, RUBEN, I	\$500.00		
108304	03/01/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$356.00		
108305	03/01/2024	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$500.00		
108306	03/01/2024	Open			Accounts Payable	MCCURLEY, DOYLE	\$2,000.00		
108307	03/01/2024	Open			Accounts Payable	MEDINA, JOSE, ENRIQUE	\$650.00		
108308	03/01/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$780.81		
108309	03/01/2024	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$638.99		
108310	03/01/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$706.00		
108311	03/01/2024	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$72.00		
108312	03/01/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$520.00		
108313	03/01/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$72.00		
108314	03/01/2024	Open			Accounts Payable	RAMIREZ, TEOFILO	\$139.00		
108315	03/01/2024	Open			Accounts Payable	RIVERA'S EMBROIDERY, LLC	\$1,783.37		

SCHEDULE C

Payment Register

From Payment Date: 2/26/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108316	03/01/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$16,600.00		
108317	03/01/2024	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$11,200.00		
108318	03/01/2024	Open			Accounts Payable	TOM PONTON INDUSTRIES, INC.	\$204.00		
108319	03/01/2024	Open			Accounts Payable	TORRES, OMAR	\$900.00		
108320	03/01/2024	Open			Accounts Payable	US POST MASTER	\$2,554.33		
108321	03/01/2024	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$3,632.40		
108322	03/01/2024	Open			Accounts Payable	ZARAGOZA, LETICIA	\$150.00		
108323	03/01/2024	Open			Accounts Payable	TAYLOR ENGINEERING, PLLC	\$9,365.54		
108324	03/01/2024	Open			Accounts Payable	BARAJAS GUTIERREZ, MARY	\$64.00		
108325	03/01/2024	Open			Accounts Payable	CORREA, MARCO	\$87.00		
108326	03/01/2024	Open			Accounts Payable	DIAZ, ESTELA	\$200.00		
108327	03/01/2024	Open			Accounts Payable	GARCIA, JESUS	\$96.00		
108328	03/01/2024	Open			Accounts Payable	GARCIA, JESUS	\$150.00		
108329	03/01/2024	Open			Accounts Payable	GARCIA FERNANDEZ, ADRIANA	\$64.00		
108330	03/01/2024	Open			Accounts Payable	GOV'INVEST INC	\$6,491.06		
108331	03/01/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$200.17		
108332	03/01/2024	Open			Accounts Payable	INTERNATIONAL ASSOC. FOR PROP/EVIDENCE	\$1,135.00		
108333	03/01/2024	Open			Accounts Payable	JOUANNE DE ENCINAS, ROULA	\$64.00		
108334	03/01/2024	Open			Accounts Payable	LAW OFFICE OF HEATHER C. VINCI PLLC	\$8,000.00		
108335	03/01/2024	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$3,000.00		
108336	03/01/2024	Open			Accounts Payable	MUNOZ, MARIA	\$64.00		
108337	03/01/2024	Open			Accounts Payable	OCHOA, ANTONIO	\$137.50		
108338	03/01/2024	Open			Accounts Payable	REYNOSO, NIGEL	\$440.55		
Type Check Totals:									
EFT									
5005	02/26/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$1,047.67	\$1,047.67	\$0.00
5006	03/01/2024	Open			Accounts Payable	ALSCO, INC	\$959.66		
5007	03/01/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$579.30		
5008	03/01/2024	Open			Accounts Payable	AMBERLY'S PLACE	\$1,500.00		
5009	03/01/2024	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$252.42		
5010	03/01/2024	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$650.00		
5011	03/01/2024	Open			Accounts Payable	BORREGO BROTHERS, INC	\$885.60		
5012	03/01/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$683.00		
5013	03/01/2024	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$567.57		
5014	03/01/2024	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$28.58		
5015	03/01/2024	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$1,009.00		
5016	03/01/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$22,613.80		
5017	03/01/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
5018	03/01/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$338.80		
5019	03/01/2024	Open			Accounts Payable	FONSECA, BRIANDA	\$1,960.00		
5020	03/01/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$38.00		
5021	03/01/2024	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$245.46		
5022	03/01/2024	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$26,170.00		
5023	03/01/2024	Open			Accounts Payable	LIBERTEL ASSOCIATES	\$1,301.25		

Payment Register

From Payment Date: 2/26/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	59	\$118,329.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$246.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	60	\$118,575.96	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	42	\$93,353.53	\$1,047.67	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	42	\$93,353.53	\$1,047.67	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	101	\$211,683.49	\$1,047.67	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$246.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	102	\$211,929.49	\$1,047.67	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	59	\$118,329.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$246.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	60	\$118,575.96	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	42	\$93,353.53	\$1,047.67	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	42	\$93,353.53	\$1,047.67	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	101	\$211,683.49	\$1,047.67	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$246.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	102	\$211,929.49	\$1,047.67	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov
 C = AD
 Date: 2024.03.01 11:46:52 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 03/13/2024

Department Head: Lizette Varela, Assistant Director to Parks & Recreation, Parks & Recreation Department, Recreation

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to DWD Construction for the municipal pool renovation and repair project. **(Lizette Varela, Assistant Director of Parks and Recreation)**

SUMMARY:

On January 14, 2024, the City of San Luis released a request for proposals ("RFP") for the municipal pool renovation and repair project. On February 12, 2024, the City received two construction bids from Milan Pools and Spas, LLC, in the amount of \$225,145.12 and DWD Construction in the amount of \$250,359.67 plus \$36,500.00 for umbrellas and a slide for a total of \$286,859.67.

Upon reviewing the bids, DWD Construction was selected competitively by sealed bids and was deemed as the only responsive bid. Milan Pools and Spas, LLC was the lowest bid but failed to submit all documentation as required by the request for proposals, thereby becoming an unresponsive bid. Milan Pools and Spas, LLC did not submit the required statutory bid bond or the alternative, which is ten percent of the proposal. The vendor also failed to provide a contractor's license and a certificate of insurance. DWD Construction is a complete bid, and all documentation requested in the RFP was received. The staff is recommending that the Council award the bid to DWD Construction in the amount of \$286,859.67 as the only responsible and responsive bid as allowed under the City Code, Procurement Code Section 3.05.040.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONSTRUCTION CONTRACT WITH DWD CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$286,859.67, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$286,859.67
BUDGETED AMOUNT:	\$250,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$36,500.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-89000 Non-Capital Projects See Fiscal Impact Statement

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

The renovation and repairs of the municipal pool have a budget of \$250,000.00 for this fiscal year, covering all necessary expenses. Although the bid amount exceeds the budgeted figure by \$36,860.00, we will need to process a budget transfer in the amount of \$36,860 from the GL Account 100-999-90005 Capital Outlay Improvement Building to 100-999-89000 General Fund Non-Capital Project account.

Attachments

Bid Opening List
RFP Pool Renovation and Repairs
Mila Pools & Spa L.L.C Bid
DWD Construction Proposal Bid
DWD Contract
DWD Contract

CITY OF SAN LUIS



REQUEST FOR PROPOSAL (RFP) **CITY OF SAN LUIS** **POOL RENOVATION AND REPAIRS PROJECT AT** **MUNICIPAL POOL** **981 N. PARK AVENUE, SAN LUIS, AZ 85349**

MAILING ADDRESS:
P.O. Box 1170
SAN LUIS, AZ 85349

CITY OF SAN LUIS
1090 UNION ST
SAN LUIS, AZ 85349

APPROVED BY:

CITY OF SAN LUIS, MAYOR
NIEVES RIEDEL

MAYOR:
NIEVES RIEDEL

VICE MAYOR:
GLORIA TORRES

COUNCIL MEMBERS:
MARIA CECILIA CRUZ
TADEO AZAEL DE LA HOYA
MATIAS ROSALES
LUIS E. CABRERA
JAVIER VARGAS

JANUARY 5, 202

□ **SUMMARY AND BACKGROUND**

The City of San Luis is seeking cost proposals from qualified, licensed, and insured contractors to renovate and repair the City of San Luis Municipal Pool. The facility is located at 981 N. Park Avenue in San Luis, Arizona. The Municipal Pool provides a variety of activities and programs for our residents.

Background: The City of San Luis Municipal Pool was built in 1998 and has its original deck, pool shell, gutter, and pipes from the original construction. In the past, the pool has been plastered as a temporary solution to keep operations open, but now has shown a significant amount of wear and tear. The City of San Luis recommends demolishing the deck pool flooring and repairing pipes if necessary. It shows a leak problem in the pool, which is missing 2 or 3 inches of water per week, 500- 1,000 gallons per week. The renovation and repairs will be more detailed in scope.

Sealed proposals will be received by City of San Luis Clerk by hand or by mail:

City of San Luis Clerk
1090 Union St., PO Box 1170
San Luis, AZ 85349.

Site visits and construction services will be coordinated through the Assistant Director of Parks and Recreation.

Lizette Varela
Assistant Director for Parks and Recreation
744 Cesar Chavez Blvd., P.O. Box 1170
San Luis, AZ 85349
Office: (928) 341-8535, Ext.1803 Cell: (928) 919-2405
Lvarela@sanluisaz.gov

Proposals must be received by February 8, 2024, 4:00 PM, Arizona Time.

The City of San Luis reserves the right to modify and waive any and all informalities or technicalities, or to reject any and all proposals and/or parts thereof, and to accept that proposal which it deems most favorable for the City.

□ **PROPOSAL GUIDELINES**

1. This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until February 8, 2024, 4:00 PM, Arizona Time. All proposals must be signed by an official agent or representative of the company submitting the proposal.
2. Proposals must be turned in a sealed envelope, directed to City of San Luis Clerk, with **“Proposal for City of San Luis Municipal Pool Renovation and Repair Project”**.
3. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposal must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include the name and description of the organizations being contracted.
4. A copy of the contractor’s liability insurance shall be included in the bid proposal.
5. Codes, Standards and Guidelines: The contractor shall ensure all work is performed in accordance with the applicable codes and safety standards and adhere to the general provisions of the contract documents.
6. The proposal shall be accompanied by a check or bid bond in the amount of ten percent of the total amount of the bid.
7. All costs must be itemized to include an explanation of all fees and costs.
8. The contractor shall obtain and provide all necessary permits as part of the proposal.
9. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the City Attorney and will include scope, budget, schedule, and other necessary items pertaining to the project.

□ **PROJECT SCOPE**

3.1 The City of San Luis seeks cost proposals to renovate and repair the City of San Luis Municipal Pool. The address for the Municipal Pool is 981 N Park Avenue, San Luis, AZ. The following are the estimated tasks associated with this project.

3.2 **Municipal Pool Narrative:** The pool was built in 1998. Re-plastering of the pool has not been done for several years, and the black mold has seeped deep into the existing plaster, causing the plaster to crumble. Must check for pipe leaks and possible removal of some concrete. Replace cracked concrete

on the deck in which the pool shades are mounted and replace pool shades. Replace the gutter on the pool since it is outdated and not done correctly; it is too high, and the water is lined up with the tiles. The system must be 3 to 4 inches lower than the tile. The tiles are falling due to the water level being too high, and this causes the gutter system not to work. Replace the lighting system since it is outdated and has not been changed. Add two more lights, which would total six to have better lighting. The automatic feeders for the pool chemicals run mainly from computers. We are using this system right now, and there is no internet in the pool building. Putting a new timer system in the pool will ensure the pool always gets the correct amount of chemicals to function correctly.

3.3 Description of work: Renovation and repairs of the Municipal Pool will consist of demolishing all existing white pool plaster seals, replacing the cracked concrete deck and flooring deck around the perimeter of the pool, including upgrading the ceramic tiles and signs, commercial deck drains upgrade or remove it is needed, replace light to LED lights, and replace the ADA Handicap pool lift. Replace the pool shades. We are looking for new amenities to be added to the pool.

Section 1 Approximately pool square feet information.

- Removal of existing pool flooring, pool perimeter 302 linear feet.
- Pool size shallow is 29ft.x 26ft= 754 square feet.
- Deep Area is 46ft.x 76ft.= 349 square feet.
- Walls 46 ft. times 2= 92 linear feet times 5ft = 460 square feet South and North side.
- Wall 76 ft. times 5ft. = 380 ft. East side
- Walls 25ft. X 2 = 50ft.= 250 square feet West sides
- Total square footage of wall and floors is 5340 square feet.

Section 2

- Removal of metal gutter, drains, lighting, stairs, ADA Handi-Cap electric chair, and metal pool stairs.
- Demolish the flooring of the pool and deck surface.
- Preparation of surface.
- Installation of protective metal rails and drains.
- Replace drains sumps and drain covers to VGB compliance.
- Survey and determine necessary modifications to the feature collection drain to comply with VGB.
- Installation of protection enclosure in audio room (if necessary, based on owner).

Section 3

- Pool Management will maintain proper water chemistry to keep the warranty in place.
- Pool Management Company will brush the pool for approximately 2 weeks to ensure proper curing of the new plaster. The pool will be vacuumed frequently, and pH will be maintained for the first 30 days.

General: Contractor shall:

1. Coordinate with Parks and Recreation Assistant Director in sequence of events of all work to minimize impact to services.
2. Provide a proposed schedule in order for Parks and Recreation staff/facilities to clear spaces in order to complete work.
3. Be responsible for removal and disposal of existing concrete, metal appliances, tiles, and other materials removed from this project.
4. Be responsible for all fees associated with disposal.

REQUEST FOR PROPOSAL AND PROJECT TIMELINE (ALL IN ARIZONA TIME)

- January 15th and 22nd, 2024** at 8am – Advertisement dates, Start Project Timeline
- February 8th, 2024**, at 10:00 AM - A Pre-proposal meeting will be held at Pedro Julian Multipurpose Room at City Hall.
- February 8th, 2024**, at 4:00 PM - All proposals in response to this RFP are due.
- February 8th, 2024**, at 4:00 PM – Bid Opening
- February 8th - February 12th, 2024** - Evaluation of proposals will be conducted. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.
- February 12th, 2024**- The selection decision for the winning bidder is expected to be made.
- February 28th, 2024** – Contract negotiation with the winning bidder will be completed.
- February 29th - June 30th, 2024**- Project completion time frame.

4.1 This project requires recommendation by the City of San Luis Parks and Recreation Department and approval for award by the City of San Luis Council. It is anticipated that this work would be recommended and approved at a February 28th, 2024, Council meeting.

4.2. Construction work on this project is allowed Monday to Friday, 7am-6pm, excluding holidays.

4.3 Completion is to occur no later than June 30th, 2024.

PROPOSALS

Proposals shall include at minimum the following items to be considered responsive:

5.1 All proposals must include proposed costs to complete the tasks described in the project scope.

1. Qualifications as outlined in this RFP.
2. Site Visit: Contractor must coordinate a site visit through the Assistant Director of Parks and Recreation listed above for proposal to be considered responsive.
3. The successful proposer will be required to furnish, within five (5) days of award notification and before commencing work, a certificate of insurance, and shall name the City of San Luis, its officers and employees, as additional insured.
4. Bids shall be valid for 60 days after receipt date.
5. Evaluation Criteria: The following criteria will be used to evaluate all responses: Points will be assigned to each response for all weighted areas. Total points possible: 100.

	Criteria	Points
Experience	Experience with similar projects and references.	25
Qualifications	Demonstrates qualifications and specifications in this RFP.	25
Cost	Overall cost of service project.	50

BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

1. Prospective bidders are required to meet all the qualifications and specifications of this Request for Proposal in order to be considered for an award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.

2. All prospective bidders are to make written proposals that present the firm's qualifications and understanding of the work to be performed. Prospective bidders shall address each of the specific topics listed as a minimum. Failure to include any of the requested information may cause the proposal to be considered non – responsive and rejected.
3. All prospective bidders will submit a cover letter introducing your firm and confirming your interest in performing the Pool Renovation and Repair Project at the San Luis Municipal Pool.
4. Indicate your agreement with, or specific exceptions to, any of the objectives, requirements, terms or conditions contained in this solicitation document.
5. Provide a list of at least (3) current references for which comparable work has been performed. This list shall include client name, person to contact, address, telephone number, email address, and description of work performed.
6. All prospective bidders shall provide a copy of the vendor's Contractor License.
7. Questions for the city should be gathered into one email communication from the prospective bidder and submitted to Lizette Varela, Assistant Director of Parks and Recreation at Lvarela@sanluisaz.gov. All inquiries must be received by (January 31st, 2024). All inquiries made by prospective bidders will be answered by the City by (January 31st, 2024) and will be submitted to all interested parties to ensure that all parties are operating with the same information.

Lizette Varela
Assistant Director of Parks and Recreation
744 E. Cesar Chavez Blvd., P.O. Box 1170
San Luis, AZ 85349
(928) 341-8534, Ext. 1803 Cell: (928) 919-2405
Lvarela@sanluisaz.gov

Non-disclosure of the data within a proposal cannot be guaranteed because of Public Records Laws.

Terms and Conditions

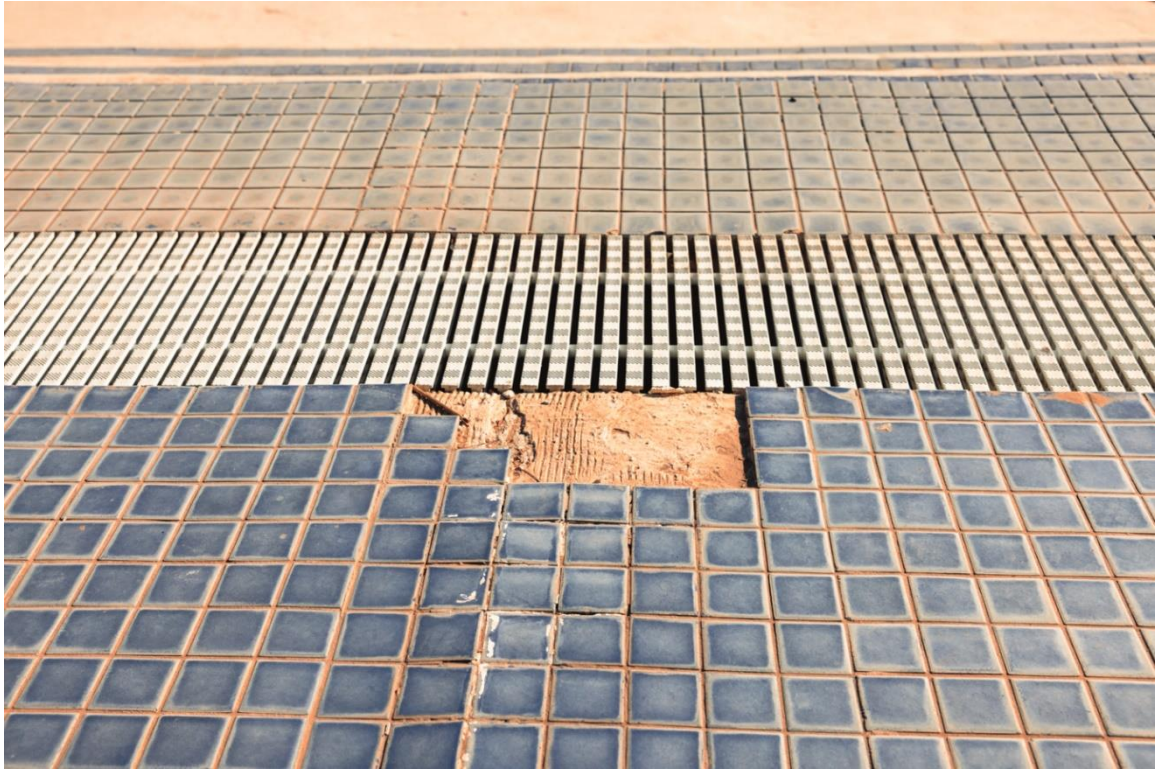
1. If for any reason, the firm selected shall fail to fulfill the obligations agreed to in a timely manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least (7) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.

2. “Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, (including attorney fees) arising out of this agreement, caused in whole or in part by the Provider or anyone for whose acts any of them may be liable, except were caused by the sole negligence or willful misconduct of the City.”
3. The contract resulting from the award of this RFP shall commence upon execution after award by the City Council.
4. All costs associated with preparation, submittal and presentation of proposals shall be borne by the proposer.
5. Work shall be completed by technicians who are qualified in their area of work.
6. Contractors shall provide submittals for all materials prior to start of construction. The owner shall approve materials prior to installation.
7. If in the course of work, the contractor damages, marks, or misplaces anything they will replace it or restore it to its original condition. Based on the contractor’s proposed fixes, the owner shall decide the best course of action to repair any damage done by the contractor.
8. The contractor shall leave all materials not used.
9. The City of San Luis will notify the successful respondent by telephone, followed by written confirmation. Each respondent whose proposal is not accepted will receive notification by mail. The City of San Luis will authorize the award of a contract to the successful respondent. If a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter into negotiations with another respondent.
10. Respondents not selected have ten business days from email delivery notification to initiate a written protest. The City of San Luis reserves the right to reject any or all responses; to make modifications to, or waive irregularities of information in any RFP, if city staff deems this to be in the best interest of the City of San Luis. The City of San Luis may decide to readvertise the RFP and/or to take any steps determined prudent to resolve the protest.

Project Images



Pool Image



Damaged Tiles and Drains



Pool Lights



Pool Stairs and Gutter



Pool Interior Tiles



Damage Concrete Surface

City of San Luis
 San Luis Municipal Pool
 Bid Schedule

Section 1

Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition interior of the pool.	1	Lump Sum		
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		
				Total	

Section 2

Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Demolition the deck	1	Lump Sum		
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		
				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 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,

Bidders Firm _____

Address _____

City, State, ZIP _____

By

[Signature]

[Date]

Name

Title

ATTEST:

[If Bidder is an individual]

Witness: _____

[Signature]

AGREEMENT

For the service of

City of San Luis

Municipal Pool Renovation and Repair Project

This agreement (“AGREEMENT”) is made and entered into this ____ day of _____ 2024, by and between:

Company Name	City of San Luis
Address Line 1	1090 East Union Street (Physical Address)
Address Line 2	P.O. Box 3750 (Mailing Address)
	San Luis, Arizona 85349

a for-profit corporation organized under the laws of Arizona.
 (“CONTRACTOR”)

a municipal corporation organized under the laws of Arizona
 (“OWNER”)

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 – Municipal Pool Renovation and Repairs (“PROJECT”)**, per the CONTRACTOR’s bid of _____, 2024, (“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, Payment Bond and Performance Bond as required by law, 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 defined 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.

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.

ARTICLE IX – GUARANTY OF WORK:

A. Contractor agrees to guarantee all work under this contract for a period of two years from the date of final settlement of this contract.

B. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior or not in accordance with the contract, contractor shall, whenever notified by the Owner, immediately place such guaranteed work in a condition satisfactory to the Owner and make repairs of all damage to the curbing made necessary in the fulfillment of the guaranty.

C. If contractor fails to proceed promptly to comply with the terms of any guaranty under this contract, contractor agrees that Owner may have such work performed as the Owner considers necessary to fulfill the guaranty or may allow the damage or defective work to remain as it is. In the first instance, contractor shall promptly pay city such sums as were expended in fulfilling the guaranty. In the second instance, contractor shall promptly pay city such sums of money as it would have been necessary to expend to fulfill the guaranty. Usual wear and tear and the results of accidents not chargeable to contractor or contractor's agents are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to Owner.

D. To secure performance of contractor's guaranty, Owner shall retain for a period of two years from the date of final settlement five percent [5%] of the contract price. If at the expiration of this period, contractor has fulfilled contractor's guaranty to the satisfaction of the Owner, the sum so retained shall be paid to contractor. As an alternative, contractor may furnish a specific performance bond that will meet the requirements of this section.

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 _____, 2024

(Company Name)

Signature

Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

This _____ day of _____, 2024

City of San Luis, Owner,

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Proposal for City of San Luis Municipal Pool Renovation and Repair
Project**

Vicente Milan
(928) 919-3901
carmen_milan@msn.com

Milan Pools and Spas L.L.C

Mailing Address:
P.O. Box 7953

Physical Address:
1648 E. Constitution St.

San Luis, AZ 85349

Vicente Milan
Milan Pools and Spas L.L.C
1648 Constitution Street
San Luis, AZ 85349
(928) 919- 3901

Proposal for City of San Luis Municipal Pool Renovation and Repair Project

To whom it may concern,

I'm Vicente Milan, owner of Milan Pools and Spas L.L.C. I run a family-owned business that offers exceptional pool services and I'm here demonstrating my great interest in performing the pool renovation and repair project at your municipal pool in San Luis, AZ. My clients and I can agree that my 30+ years of experience can become a great asset to your project. My knowledge and skills will guarantee you complete customer satisfaction. My company started with just a handful of clients and over the years I have managed to gain valuable loyal customers who can attest to the quality of my work. With a passion for delivering exceptional customer service and a proven track record in pool maintenance and repair, I am confident in my ability to contribute to your project goals.

Milan Pools and Spas has not only conducted residential projects but also several larger projects such as commercial projects. In addition, I have been sub-contracted for government projects at YPG and MCAS Yuma. My abilities are not limited. I contain knowledge of any plumbing services and electrical concerns that can be associated with the renovation and repair project.

As I went through the RFP packet, I can infer that your project is looking for a good cost and meet specific qualifications and experience. As explained earlier in this cover letter, my expertise in the pool industry will guarantee fine work with a great quality of materials that can ensure a good pool reparation and renovation. My experience has equipped me with the skills necessary to diagnose issues accurately, recommend cost-effective solutions, and execute repairs with precision and efficiency.

My only concern as I went through reading the RFP packet was stated on page 2, #6 under proposal guidelines where it states that "The proposal shall be accompanied by a check or bid bond in the amount of ten percent of the total amount of the bid." I would like to discuss this further because this seems like something that would have to be done after an official winning bidder is selected.

Thank you for your time and consideration. I hope to meet and talk about how I can help meet your goals. Feel free to contact me with any of the information provided above.

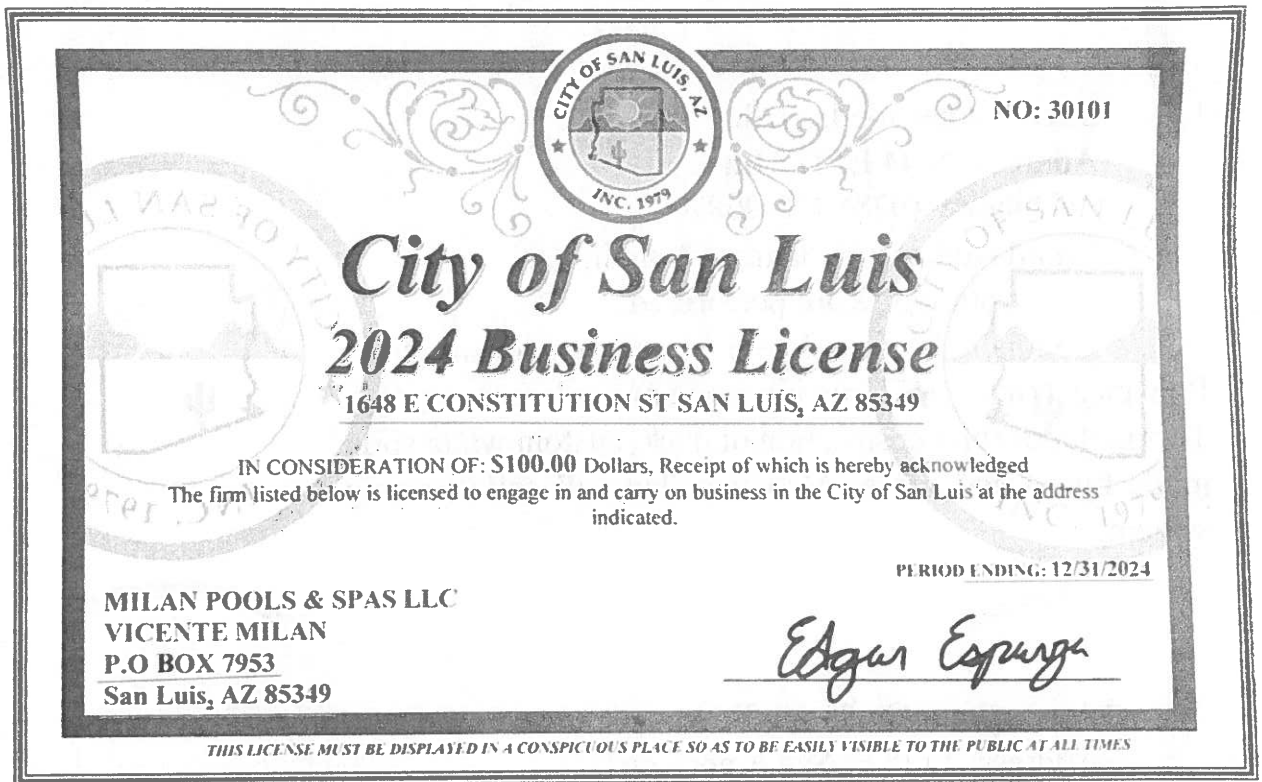
Sincerely,
Vicente Milan

Recommendations

1. Client name: Joe Isabella
Address: 4844 E. 47th Ln
Telephone: (928) 920-9082
Email Address: jicoatings@gmail.com
Description of work performed:
Conducted a complete pool and spa construction. Pool measuring 75x75 making it one of our larger projects. This includes full construction of deck, custom water slide made by us and more. Also installed full self-cleaning system.

2. Client name: Gualberto Ruiz
Address: 1428 E. San Francisco
Telephone: (602) 708- 8274
Email Address:
Description of work performed:
Complete pool construction with waterfall and deck installation. I installed pool heater and managed with the plumbing and electricity on my own.

3. Client name: Gabriela Siqueiros
Address: 3982 J. Edward Dr.
Telephone: (928) 581-1725
Email Address:
Description of work performed:
Constructed complete pool and spa along with pebble finish plaster and finishing touches such as custom deck and tile.



Certificate of Insurance (Liability): Workers Compensation
and Employers // General Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME PHONE (A/C, No, Ext) 844-472-0967 FAX (A/C, No) 203-654-3613 E-MAIL ADDRESS customerservice@biBERK.com
INSURED Milan Pools and Spas LLC 1648 E Constitution St San Luis, AZ 85336	INSURER(S) AFFORDING COVERAGE INSURER A Wellfleet New York Insurance Company NAIC # 70931 INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP Any one person \$ 0 PERSONAL & ADJ INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS COMPLET AGG \$ 0 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> AUTOS ONLY AUTOS ONLY					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FICER/AFILBER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A	N9WC621721	02/07/2024	02/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE EA EMPLOYEE \$ 100,000 E.L. DISEASE POLICY LIMT \$ 500,000
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER Milan Pools and Spas LLC 1648 E Constitution St. San Luis, AZ 85336	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

MILAN POOLS AND SPAS L.L.C

1648 CONSTITUTION ST.
SAN LUIS, AZ 85349
CELL: (928) 919-3901
L.L.C; ROC223977
carmen_milan@msn.com

TO:
City of San Luis Clerk
1090 Union St., PO Box 1170
San Luis, AZ 85349.

Clarifications on Construction

A) Demolition of the floors around perimeter of pool and Ramadas.

- 1) Impact machinery will be used, air hammers, chipping guns and more.
- 2) We will use heavy machinery such as bob cat and mini excavator, only to lift waste such as concrete.
- 3) All plumbing will be checked, (water pressure test) to see that nothing has be affected.
- 4) All metal gutters will be checked to see if they are not rusted or cracked.
- 5) Once checked, we will use a light sand blaster to clean it, we think that all metal will be fine since that product was designed to be close to all humidity
- 6) we will inspect all areas to guarantee future concrete, (3000 psi).

7) we will check new levels to be sure that the water does not stagnate again and has a good flow outward or towards the new, (deck o drains)

8) A good soil compaction will be carried out, drains, bases for chairs disabled, and wire mesh will be installed to reinforce the new concrete.

9) Cement installed, it will be given 3 weeks for final drying, since after that time the new anti-slip product, (XCEL PRODUCT), epoxy material, this product does not contain water.

10) Last process on the floors, 2 layers of epoxy paint, (XCEL PRODUCT), to protect the new concrete

B) Demolition of damaged plaster

1) Demolition of damaged plaster and ceramic tile, air impacts, air guns will be used.

2) Total cleaning, (debris) once it is clean, all areas will be supervised to check that there are no breaks in the cement of the tub, such as rod or any type of metal, to guarantee that no corrosion appears in the future plaster, (two coats of white quartz plaster pre-blend).

3) All plastic will be checked, such as main drains, eyes balls, (all those parts will be new).

4) Ceramic tile installation, pool lights and warning signs, such as depth numbers and no diving in the corresponding pool areas.

5) Installation of the new plaster, (Quartz plaster pre- blend), two layers this product is designed for commercial pools.

* 50% quartz and 50% ultra-white marble sand

*Enhanced with our pre-blended Universal High-Performance Cement enriched with pozzolans and polymers

*Provides silky smooth texture

*Resistant to aggressive water

*Assurance of strength and longevity with twice the strength of conventional plaster products

6) Once plastered, our company undertakes to brush every day for two weeks to verify that the product is well cured and able to be vacuumed or cleaned. We will apply chemicals according to the type of water utilized.

Optional Add-ons:

*Umbrella plastic holes: **\$150.00 each**

Labor (Installation) \$30.00 each

*Legacy Dual Post Starting Block (Platform): **\$4,500.00 each**

Labor (Installation) \$500.00 each

* 3-Bend Handrail: **\$550.00 each**

Labor (Installation) \$100.00 each

City of San Luis
 San Luis Municipal Pool Bid
 Schedule

Section 1					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition interior of the pool.	1	Lump Sum		\$60,000.00
2	All materials and equipment	1	Lump Sum		\$37,700.00
<hr/>					
3	Taxes and Fees	1	Lump Sum		
<hr/>					
				Total	
				\$97,700.00	

Section 2					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Demolition the deck	1	Lump Sum		\$24,056.00
2	All materials and equipment	1	Lump Sum		\$88,660.00
<hr/>					
3	Taxes and Fees	1	Lump Sum		
<hr/>					
				Total	\$ 112,216.00

\$210,416.00 Plus 7% tax material only (\$14,729.12)

Grand total: \$225,145.12

Proposal

THIS PROPOSAL IS SUBMITTED BY Vicente Milan, Milan Pools and Spas L.L.C

A corporation organized under the laws of the State of Arizona,

or a partnership consisting of N/A,

or individual trading as N/A;

of the City of San Luis, Arizona (City, State) and is the holder of Arizona State Contractor's license(s): KA-05 (type) Classification Dual Swimming Pool Contractor

License No. 20131260.

The bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ _____ and 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,

Bidders Firm Milan Pools and Spas L.L.C

Address P.O. Box 7953, 1648 Constitution St.

City, State, ZIP San Luis, AZ, 85349

By

Vicent Milan 02/12/2024

[Signature]

[Date]

Name

Vicent Milan

Title

OWNER Milan Pools

ATTEST:

[If Bidder is an individual]

Witness:

Jacelyn Milan
[Signature]

Jacelyn Milan

DWD CONSTRUCTION



13461 S AVE B
Yuma, AZ 85365



928.581.1011



Shane.dwdconstruction@out
look.com



www.dwdconstruction.com

OBJECTIVE

DWD Construction is a fully licensed and bonded general contractor operating in the state of Arizona. Our company specializes in both commercial and residential projects.

DWD CONSTRUCTION is a family owned and operated company. We strive to do quality work in many areas of construction. We have made a name for being reliable, affordable and loyal to all our clients.

We started our journey with a commitment to building trust between our clients, our team, and our subcontractors above all else. This focus has allowed us to build great relationships and great projects for more than 35 years.

We are capable and ready to take on the San Luis Municipal Pool Renovation and Repair Project. We have the experience and knowledge it takes to make this a successful partnership. We strive to do quality work and accomplish this in a timely manner. We hope you give our company the opportunity to take on this project and we look forward to working with you.

City of San Luis
 San Luis Municipal Pool
 Bid Schedule

Section 1

Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition interior of the pool.	1	Lump Sum	3,55	19,000.00
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		2,400.00
				Total	19,000.00

Section 2

Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Demolition the deck	1	Lump Sum	3,00	18,300.00
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		8,300.00
				Total	18,300.00

Proposal

THIS PROPOSAL IS SUBMITTED BY_

A corporation organized under the laws of the State of Arizona

or a partnership consisting of _____

or individual trading as DWD Construction;

of the City of Yuma, AZ (City, State) and is the holder of Arizona State Contractor's license(s): KB-1 (type) Classification

Arizona License No. ROC248137.

The bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 24,000.00 and 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,

Bidders Firm DWD Construction

Address 13461 S AVE B

City, State, ZIP Yuma, AZ 85365

By


[Signature]

2/12/2024

[Date]

Name

Sheene Darnell

Title

manager

ATTEST:

[If Bidder is an individual]

Witness:



[Signature]

AGREEMENT

For the service of

City of San Luis

Municipal Pool Renovation and Repair Project

This agreement ("AGREEMENT") is made and entered into this 8 day of Feb 2024, by and between:

Company Name

City of San Luis

Address Line 1

1090 East Union Street (Physical Address)

Address Line 2

P.O. Box 3750 (Mailing Address)

San Luis, Arizona 85349

a for-profit corporation organized under the laws of Arizona.

a municipal corporation organized under the laws of Arizona

("CONTRACTOR")

("OWNER")

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 \$ 250,359.07 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 – Municipal Pool Renovation and Repairs** ("PROJECT"), per the CONTRACTOR's bid of _____, 2024, ("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, Payment Bond and Performance Bond as required by law, 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 defined 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.

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.

ARTICLE IX – GUARANTY OF WORK:

A. Contractor agrees to guarantee all work under this contract for a period of two years from the date of final settlement of this contract.

B. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior or not in accordance with the contract, contractor shall, whenever notified by the Owner, immediately place such guaranteed work in a condition satisfactory to the Owner and make repairs of all damage to the curbing made necessary in the fulfillment of the guaranty.

C. If contractor fails to proceed promptly to comply with the terms of any guaranty under this contract, contractor agrees that Owner may have such work performed as the Owner considers necessary to fulfill the guaranty or may allow the damage or defective work to remain as it is. In the first instance, contractor shall promptly pay city such sums as were expended in fulfilling the guaranty. In the second instance, contractor shall promptly pay city such sums of money as it would have been necessary to expend to fulfill the guaranty. Usual wear and tear and the results of accidents not chargeable to contractor or contractor's agents are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to Owner.

D. To secure performance of contractor's guaranty, Owner shall retain for a period of two years from the date of final settlement five percent [5%] of the contract price. If at the expiration of this period, contractor has fulfilled contractor's guaranty to the satisfaction of the Owner, the sum so retained shall be paid to contractor. As an alternative, contractor may furnish a specific performance bond that will meet the requirements of this section.

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

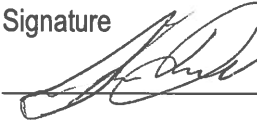
The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of \$ 250,359.67.

This 12 day of Feb, 2024

(Company Name)

DWD construction

Signature

 Shene Dornell manager

Name and Title

Carla Williams / Office Mgr

Witness [if CONTRACTOR is an individual] [Date]

Carla Williams

Name and Title

This 12 day of February, 2024

City of San Luis, Owner,

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

STATE OF ARIZONA

Office of the
Registrar of Contractors

License No. ROC248137

This is to Certify That

D W D CONSTRUCTION (INDIV.)

*having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

KB-01

DUAL BUILDING CONTRACTOR

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 3RD day of SEPTEMBER, 2008.



Fidelis V. Garcia

DIRECTOR

DWD CONSTRUCTION PROPOSAL FOR SERVICES

Prepared for

CITY OF SAN LUIS
POOL RENOVATION AND REPAIRS PROJECT
MUNICIPAL POOL
981 N PARK AVE, SAN LUIS, AZ 85349
928.341.8535

PROVIDED BY

DWD CONSTRUCTION
13461 S AVENUE B, YUMA, AZ 85365
928.581.1011
Shane.dwdconstruction@outlook.com

INTRODUCTION

This document is intended to serve as a proposal for DWD CONSTRUCTION to provide general contractor services related to Client Project. In addition, you will find a detailed project breakdown/ estimate.

DWD CONSTRUCTION is a fully licensed and bonded general contractor operating in Arizona State. We can support both commercial and residential projects from planning through execution and completion. We started our journey with a commitment to building trust between our clients, our team, and our subcontractors above all else. This focus has allowed us to build great relationships and great buildings for more than 35 years.

We are fully licensed, insured, and bonded to operate as a general contractor in Arizona / Texas and Utah .

License Number:ROC248137

Shane Darnell

(928) 581-1011

We are a participating member in DWD CONSTRUCTION and are sworn to uphold their standards for project management, quality, and execution.

UNDERSTANDING OF WORK TO BE COMPLETED

- Demolishing all existing white pool plaster seals.
- Preparation of surface.
- Replacing the cracked concrete deck and flooring deck around the perimeter of the pool.
- Upgrading the ceramic tile and signs.
- Upgrade or remove the commercial deck drains, as needed.
- Replace all lights too LED lights.
- Replace the ADA Handicap pool lift.
- Replace pool shades.
- Install any new amenities that may be added to the pool.
- Removal of metal gutter, drains, lighting, stairs, ADA Handi-Cap electric chair, and metal pool stairs.
- Demolish the flooring of the pool and deck surface.
- Installation of protective metal rails and drains.
- Replace drains sumps and drain covers to VGB compliance.
- Survey and determine necessary modifications to the feature collection drain to comply with VGB.
- Installation of protection enclosure in audio room (if necessary, based on owner

OUTSOURCED/CONTRACTED WORK

SPLASH 2 POOL AND SPA, LLC
15227 S AVE A
YUMA, AZ 85364
928.975.9046

Provide plastering services for the pool.

E AND S CONCRETE
1728 S 8th AVE
YUMA, AZ 85364
928.246.3947

Concrete Finishers

REFERENCES

MESA TERRACE MHP LLC
 3400 S 54 TH AVE
 YUMA, AZ 85365
 928.655.3971 – Nita Hughes

Pool Renovation Project to include new plumbing, chipping, tile and replastering pool. New cool deck resurfacing. Installed new pool pump and equipment. Replaced lights with LED lights. New 100 amp Equipment panel installed.

RIO SANTE FE APARTMENTS
 1600 W 12th ST
 YUMA, AZ 85364
 928.259.6901 – Jasmin Santiago

Pool Renovation Project to include chipping plaster and cool deck. Replastering, tile and new decking. Installing new equipment to include lights, pool pump and filtration system.

QUECHAN RAINBOW POOL
 604 PICACHO RD
 WINTERHAVEN, CA 92283
 928.287.2235 - Quentin

Pool Renovation and Shade Replacement: Demolition, Replastering, New Equipment install, new lights and replacing all the fabric on the shade structure.


ITEMIZED PRICES AND SERVICES

MATERIALS AND LABOR	RATE	QTY	TOTAL
Stainless remove polish and reinstall allowance if needed on existing gutters, handrails, ladder, etc	\$6,000.00	1	\$6,000.00
Pool Chip (plaster removal)	\$19,000.00	1	\$19,000.00
Demo concrete work	\$3.00	6100SF	\$18,300.00
6 New Pool Plaster- White	\$1089.99	45	\$49,049.55
Pool tile 6"X6" blue	\$19.00	275	\$5,225.00
Plumbing Repair	\$7,500.00	1	\$7500.00
Concrete gray 2500 psi	\$8.50	6100SF	\$51,850.00
Excel deck covering knock down finish	\$4.75	6100SF	\$28,975.00
Pool ladders	\$650.00	4	\$2,600.00
Pool Hand rail	\$775.00	2	\$1,551.96
New shade fabric Installed	\$9,875.00	1	\$9,875.00
LED Lights	\$945.65	4	\$3,782.00

ADA pool lift Installed		\$6,885.00	1	\$6,885.00
Drains and covers		\$3,900.00	1	\$3,900.00
10% Overhead and Profit				\$21,449.41
Tax	6.11%			\$14,416.15
Total				\$250,359.67
MATERIAL COST INCLUDED ABOVE				
Pool plaster material cost	\$21,168.00			
Concrete cost/Supplier Valley sand and gravel	\$11,250.00			
Shade Fabric	\$7,545.00			
Equipment Usage Cost	\$11,300.00			
*Alternate Cost: 2 Slides, 4 Umbrellas (additional cost not included in Total)	\$36,500.00			

ADDITIONAL SERVICES PROVIDED

- Coordinate with Parks and Recreation Assistant Director in sequence of events of all work to minimize impact to services.
- Provide a proposed schedule for Parks and Recreation staff/facilities to clear spaces to complete work.
- Be responsible for removal and disposal of existing concrete, metal appliances, tiles, and other materials removed from this project.
- Be responsible for all fees associated with disposal.



DWD Construction is pleased to submit this proposal for the City of San Luis Municipal Pool Renovations and Repair Project. We have the experience and knowledge it takes to make this a successful partnership. Our commitment to providing quality work in a timely manner is our goal for each project we take on. We thank you for the opportunity to submit this proposal and look forward to working with the City of San Luis.

Thank you,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2024

PRODUCER Stampede Insurance Services, Inc. 40 N. Altadena Drive, Ste. 205 Pasadena, CA 91107	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED D W D Construction Nathaniel Damell 13461 S. Avenue B Yuma, AZ 85365	INSURER A:	Third Coast Insurance Company
	INSURER B:	United Financial Casualty Company
	INSURER C:	
	INSURER D:	Clear Spring Property & Casualty
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLSISTC005713624	03/01/2024	03/01/2025	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	971496840	07/13/2023	07/13/2024	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
D	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC02035300	05/22/2023	05/22/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as an Additional Insured.

The City of San Luis it's officers and employees are added as additional insureds.

CERTIFICATE HOLDER City of San Luis 981 N. Park Ave San Luis, Arizona 85349	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Rene Rebollo</i>
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATUTORY PROPOSAL BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES (Penalty of this bond must not be
less than 10% of the Proposal amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ we, DWD Construction (hereinafter referred to as "Principal") as Principal, and Philadelphia Indemnity Insurance Company (hereinafter called the Surety) a corporation organized and existing under the laws of the State of Pennsylvania with its principal offices in the County of _____, as Surety, are held and firmly bound unto Yuma County (hereinafter "Obligee") in the amount of Dollars (25,035.97) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a Proposal for: SAN LUIS MUNICIPAL POOL RENOVATION AND REPAIR PROJECT

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee 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 material furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into such contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the Proposal, then this obligation 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, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 12th day of February, 20 24 .

PRINCIPAL SEAL

By: _____

SURETY SEAL

AGENCY OF RECORD

(Handwritten signatures in blue ink)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ralf Rigo and Sharif Ismail of SBXPRSS, INC. DBA BONDSEXRESS SURETY AND INSURANCE AGENCY its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors or PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 05th day of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

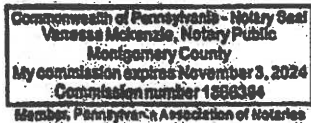


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public: *Vanessa McKenzie*



residing at: Bala Cynwyd, PA
My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each
Company this 8th day of February, 2021 at 24



Ed Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



NO: 30731

City of San Luis

2024 Business License

13461 S. AVE. B YUMA, AZ 85365

IN CONSIDERATION OF: \$100.00 Dollars, Receipt of which is hereby acknowledged
The firm listed below is licensed to engage in and carry on business in the City of San Luis at the address indicated.

PERIOD ENDING: 12/31/2024

DWD CONSTRUCTION
NATHANIEL DAVID DARNELL
13461 S. AVE. B
YUMA, AZ 85365

Edgar Espunza

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE SO AS TO BE EASILY VISIBLE TO THE PUBLIC AT ALL TIMES

AGREEMENT

for the Service of the

City of San Luis

Municipal Pool Renovation and Repair Project

This agreement ("AGREEMENT") is made and entered into this ____ day of March 2024, by and between:

D W D Construction
13461 S Avenue B
Yuma, Arizona 85365, a sole proprietorship of Nathaniel David Darnell, Jr., doing business as D W D Construction ("CONTRACTOR" or "Vendor") and

City of San Luis
1090 E Union St. (Physical Address)
P.O. Box 3750 (Mailing Address)
San Luis, Arizona 85349, a municipal corporation organized under the laws of Arizona ("OWNER" or "City of San Luis")

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 **\$286,859.67**, to be paid him by the OWNER, in the manner and at the time provided in this AGREEMENT, 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 – Municipal Pool Renovation and Repairs** ("PROJECT"), per the CONTRACTOR's bid of February 8, 2024, ("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 or properly authorized agents ("ENGINEER").

ARTICLE II - AGREEMENT DOCUMENTS: The advertisement for bids, the Request for Proposal ("RFP") for the City of San Luis Pool Renovation and Repairs Project at Municipal Pool at 981 N. Park Avenue, San Luis ("PROJECT"), the CONTRACTOR's Proposal ("PROPOSAL"), Addenda, Bonds required by the RFP, documents or submittals required by the RFP, Certificates of Insurance required by the RFP, Change Orders, if any, are, by this reference made a part of this AGREEMENT to the same extent as if fully set forth again in full. Part 100 of the 2015 Maricopa Association of

Governments Uniform Standard Specifications for Public Works Construction, as adopted by the City of San Luis as its Public Works Standards ("Part 100"), shall apply to this AGREEMENT. In the event of a conflict between Part 100 and the RFP, the terms and conditions of the RFP shall control. All references to the Engineer in Part 100 shall refer to the Assistant Director of Parks and Recreation.

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. The breach may result in the termination of the AGREEMENT by the 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 the OWNER's inspection during regular business hours and to cooperate with the OWNER's inspections.

ARTICLE IV - CERTIFICATION REQUIRED BY ARIZONA STATUTE: Pursuant to A.R.S. § 35-393,01, CONTRACTOR hereby certifies, to the extent permitted by law, that it does not participate in and agrees not to participate in during the term of this AGREEMENT a boycott of Israel. Under A.R.S. § 35-394, the CONTRACTOR certifies by signing this AGREEMENT, to the extent permitted by law, that it does not currently, and agrees for the duration of the AGREEMENT that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The CONTRACTOR certifies that if the CONTRACTOR becomes aware during the term of the AGREEMENT that the CONTRACTOR is not in compliance with the written certification, the CONTRACTOR shall notify the OWNER within five (5) business days after becoming aware of the noncompliance. If the CONTRACTOR does not provide the OWNER with a written certification that the CONTRACTOR has remedied the noncompliance within one hundred eighty days after notifying the OWNER of the noncompliance, The AGREEMENT terminates, except that if the AGREEMENT termination date occurs before the end of the remedy period, the AGREEMENT terminates on the AGREEMENT termination date.

ARTICLE V - CONFLICT OF INTEREST: All Parties acknowledge that this AGREEMENT is subject to cancellation for conflict of interest pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees, at its 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.

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the AGREEMENT 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.

ARTICLE VIII - INDEMNIFICATION: CONTRACTOR and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this AGREEMENT are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for the AGREEMENT and in no way limit the indemnity covenants contained in the AGREEMENT.

The OWNER in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this AGREEMENT by the CONTRACTOR, his agents, representatives, employees, or subcontractors. The CONTRACTOR is free to purchase such additional insurance as necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of San Luis is named as an additional insured, the City of San Luis shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this AGREEMENT.

Additional Insured:

City of San Luis
1090 E Union Street

P.O. Box 1170
San Luis, Arizona 85349

2. The CONTRACTOR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this AGREEMENT shall be emailed directly to msabori@sanluisaz.gov and lvarela@sanluisaz.gov. The PROJECT shall be noted on the certificate of insurance as the "City of San Luis Pool Renovation and Repairs Project." The OWNER reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to msabori@sanluisaz.gov and lvarela@sanluisaz.gov at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for nonpayment of premium, any changes to the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise approved by the City of San Luis Risk Management Division.

Verification of Coverage: The CONTRACTOR shall furnish the OWNER with certificates of insurance (ACORD form or equivalent approved by the OWNER) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the OWNER before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to the commencement of work under this AGREEMENT and remain in effect for the duration of the AGREEMENT. Failure to maintain the insurance policies as required by this AGREEMENT or to provide evidence of renewal is a material breach of the AGREEMENT.

Insurance Limit Requirements – The CONTRACTOR shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

The policy shall include bodily injury, property damage, personal injury, and broad-form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products-Completed Operations Aggregate \$ 1,000,000 (if applicable)

- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language: "The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Vendor."

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor."

Worker's Compensation and Employer's Liability:

Workers' Compensation Statutory Employer's Liability

Each Accident - \$ 1,000,000

Disease – each employee - \$ 1,000,000

Disease – policy limit - \$ 1,000,000

The policy shall contain a waiver of subrogation against the OWNER for losses arising from work performed by or on behalf of the Vendor (CONTRACTOR).

All insurance required pursuant to this AGREEMENT must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this AGREEMENT, the CONTRACTOR shall provide OWNER with evidence that it is either a "self-insured employer" or a "carrier-insured employer" for Workers' Compensation as required by A.R.S. § 23-901 et seq. or that it employs no persons subject to the requirement for such coverage.

ARTICLE IX - GUARANTY OF WORK:

A. CONTRACTOR agrees to guarantee all work under this AGREEMENT for two years from the date of final settlement of this AGREEMENT.

B. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the AGREEMENT, the CONTRACTOR shall, whenever notified by the OWNER, immediately place such guaranteed work in a condition satisfactory to the OWNER and make repairs of all damage to the curbing made necessary in the fulfillment of the guaranty.

C. If CONTRACTOR fails to proceed promptly to comply with the terms of any guaranty under this AGREEMENT, CONTRACTOR agrees that OWNER may have such work performed as the OWNER considers necessary to fulfill the guaranty or may allow the damage or defective work to remain as it is. In the first instance, the CONTRACTOR shall promptly pay the OWNER such sums as were spent in fulfilling the guaranty. In the second instance, CONTRACTOR shall promptly pay OWNER such sums of money as it would have been necessary to expend to fulfill the guaranty. Usual wear and tear and the results of accidents not chargeable to CONTRACTOR or CONTRACTOR's agents are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to the OWNER.

D. To secure the performance of CONTRACTOR's guaranty, OWNER shall retain for two years from the date of final settlement five percent (5%) of the AGREEMENT price. If, at the expiration of this period, the CONTRACTOR has fulfilled the CONTRACTOR's guaranty to the satisfaction of the OWNER, the sum retained shall be paid to the CONTRACTOR. As an alternative, CONTRACTOR may furnish a specific performance bond that will meet the requirements of this section.

ARTICLE X - LIQUIDATED DAMAGES: In the event the CONTRACTOR breaches this AGREEMENT by delays beyond the June 30, 2024, deadline for completion of the PROJECT, then the CONTRACTOR agrees to pay OWNER a predetermined amount of four hundred dollars (\$400.00) per day capped at \$25,000.00. This predetermined amount will serve as compensation for the anticipated damages incurred by OWNER due to CONTRACTOR's failure to comply with their contractual duties and obligations to complete the PROJECT on time. The liquidated damages amount is not intended as a penalty but rather is intended to compensate the OWNER for damages that are difficult to estimate accurately. The Parties agree this clause represents the sole remedy for breach by Contractor due to delay, other than the provisions under the *Force Majeure* clause in this AGREEMENT.

ARTICLE XI - MISCELLANEOUS:

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. No waiver by the CONTRACTOR or OWNER 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 AGREEMENT.

B. Time of the Essence. Time is of the essence of this AGREEMENT.

C. Headings. The descriptive headings of the paragraphs of this AGREEMENT are inserted for convenience only. The headings shall not control or affect the meaning or construction of any of the provisions of this AGREEMENT.

D. No Partnership, No 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 CONTRACTOR or OWNER. 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. No such other person, firm, organization, or corporation shall have any right or cause of action hereunder. The relationship of the CONTRACTOR to the OWNER is an independent contractor.

E. 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 by a court of competent jurisdiction or controlling legislation, 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 remaining provision of this AGREEMENT will be valid and will be enforced to the extent permitted by the law. The Parties shall negotiate in good faith for such amendments of this AGREEMENT that may be necessary to achieve its intent, notwithstanding such severed invalidity or unenforceability.

F. Amendment. No change or additions are to be made to this AGREEMENT except by a written amendment signed by both Parties to this AGREEMENT.

G. Compliance with Law. CONTRACTOR shall abide by all federal, state, and local statutes, laws, ordinances, rules, and regulations. The CONTRACTOR will comply with the Americans with Disabilities Act ("ADA") and will indemnify the OWNER for any costs, including but not limited to damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The CONTRACTOR will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this AGREEMENT and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the CONTRACTOR must include similar requirements of subcontractors in any contracts entered into for the performance of the CONTRACTOR's obligations under this AGREEMENT. The CONTRACTOR shall not engage in conduct declared to be unlawful by Arizona state law.

H. No Personal Liability. No elected official, officer, employee, or agent of the OWNER shall be personally liable to CONTRACTOR, or any successor or assignee, (a) in the event of any default or breach by the OWNER, (b) for any amount which may become due to CONTRACTOR or its successor or assign, or (c) pursuant to

any obligation of the OWNER under the terms of this AGREEMENT.

I. Assignment. The rights and obligations 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.

J. Governing Law. This AGREEMENT is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, including Arizona's provisions for choice of law.

K. 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.

L. Attorneys' Fees. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants, or conditions of this AGREEMENT, or by reason of any breach or default under this AGREEMENT, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs, reasonable expert fees, and reasonable attorneys' fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and fees shall be included in that judgment, and such fees are to be set by the court and not by jury.

M. Force Majeure Event. A "*Force Majeure Event*" means any action or event that occurs outside the OWNER's and CONTRACTOR's reasonable control and without the fault or negligence of either Party that prevents, prohibits, or materially interferes with the ability to progress on the PROJECT. Without limitation, a *Force Majeure Event* means any of the following events: (a) floods, fires, earthquakes, hurricane-force winds, tornados, explosions, or other natural disasters; (b) acts of God (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (d) federal, state, or local governmental authority, proclamations, orders, laws, or actions; (e) embargoes or blockades in effect on or after the date of this AGREEMENT; (f) epidemics, pandemics, biological or chemical contamination, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) material shortages of supplies, adequate power, or transportation facilities; and (i) any governmental enactment that prohibits, or materially interferes with the PROJECT; and (j) other events beyond the control of the Parties.

1. Notwithstanding anything to the contrary, a *Force Majeure Event* shall not include acts, events, or other matters arising out of either Party's violations of any

environmental laws with respect to or the mere presence or discharge of any hazardous substances on the lands comprising the Project.

2. In the event of a *Force Majeure* Event that impacts the PROJECT's schedule, the CONTRACTOR shall only be entitled to an extension of time and shall not be entitled to any compensation or any increase in the AGREEMENT compensation, except to the extent that a *Force Majeure* Event causes damage to PROJECT work in place or causes the work to be shut down for more than seven (7) calendar days.

3. The costs for damage to the PROJECT's work in place may be recoverable by insurance applicable to the PROJECT. However, if the costs to correct the work damaged by a *Force Majeure* Event or for a shutdown lasting longer than the period of seven (7) days are not covered by insurance, then the CONTRACTOR shall be entitled to recover only its actual direct costs. Actual direct costs for purposes of this section are limited to the actual direct costs for performing the work as opposed to indirect costs and expenses, such as loss of use, loss of profits, consequential damages, cost of capital, loss of wages, pain and suffering, loss of productivity, financing charges, increased or extended office overhead, loss of interest on retainage, loss of interest on anticipated income, loss of bonding capacity, loss of use, decrease in value, or interest on debt financing.

4. A *Force Majeure* Event shall not release the Parties from their obligations under this AGREEMENT, nor shall it be construed to discharge any surety.

5. No recovery on any basis shall be allowed unless the CONTRACTOR has satisfied all the following conditions:

a. The CONTRACTOR has given immediate written notice within four (4) calendar days of the *Force Majeure* Event and documented the anticipated impact on the CONTRACTOR's ability to perform. The CONTRACTOR shall provide updates to its assessment of the impacts on its ability to perform under the AGREEMENT on an ongoing basis at appropriate intervals no less than every seven (7) calendar days.

b. The CONTRACTOR is not in default under the AGREEMENT.

c. The CONTRACTOR has documented all its direct costs for the OWNER and any insurance carrier (for example, photographs, videos, receipts, and other credible documentation).

d. The CONTRACTOR has used reasonable and diligent efforts to avoid and minimize delays, regardless of cause.

e. The CONTRACTOR has cooperated with the OWNER to mitigate the impact of any delays encountered by the CONTRACTOR that would entitle it to an extension of time.

N. 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 AGREEMENT.

O. 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.

P. 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 only one AGREEMENT. The signature pages from one or more counterparts may be removed from such counterparts. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[Intentionally left blank. Signature page follows.]

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

The CONTRACTOR agrees that this AGREEMENT, 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, as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the AGREEMENT, subject to any additions or deductions as provided in the PROJECT documents, the sum of \$286,859.67.

The Parties have executed this AGREEMENT in Yuma County, Arizona.

City of San Luis, Arizona

Nieves Riedel, Mayor

Date: _____

Attest:

Approved As to Form

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

DWD Construction

Shane Darnell
Nathaniel David Darnell, Jr.
Proprietor
Registrar of Contractors #248137

Witness:

Signature

Print Name: _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 03/13/2024

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

Submitted By: Nigel Reynoso, Chief of Police, Police Department

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 447. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, repealing San Luis Ordinance No. 442 City Code 6.05.31 License Requirements, 6.05.031 License and Tags Generally, and 6.05.033 License – Vaccination Requirements. **(Nigel Reynoso, Chief of Police)**

A. Action on Ordinance No. 447 by title only

B. Action on Ordinance No. 447

SUMMARY:

In June 2023, the City Council approved Ordinance No. 442, amending the San Luis City Code Chapter 6.05 Animal Control, which added City Code Sections 6.05.030 through 6.05.32. As a result, the Ordinance established the City of San Luis's ability to issue, regulate, and enforce pet licenses.

After the implementation of the Ordinance, the San Luis Police and Billing & Collection Departments have determined the inability to properly service, support, and adequately enforce the program due to staffing and licensing limitations. The proposed Ordinance seeks to repeal Sections 6.05.030 through 6.05.32 of the San Luis City Code and maintain licensing responsibility under the County.

Ordinance No. 447 provides for severability. This means any section, subsection, sentence, clause, phrase, or portion of Ordinance 447 is, for any reason, held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction. Such decision shall not affect the validity of the remaining portions of Ordinance 447.

RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 447 BY TITLE ONLY
(CITY CLERK TO READ ORDINANCE NO. 447 BY TITLE ONLY)**

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 447 TO REPEAL ORDINANCE NO. 442
ON DOG LICENSING AS PRESENTED**

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Ordinance No. 447



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 447

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, REPEALING SAN LUIS ORDINANCE NO. 442, CITY CODE 6.05.31 LICENSE REQUIREMENTS, 6.05.031 LICENSE AND TAGS GENERALLY, AND 6.05.033 LICENSE – VACCINATION REQUIREMENTS.

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

Section 1. San Luis Ordinance No. 442 is repealed, including its codification at San Luis City Code 6.05.31 License Requirements, 6.05.032 License and Tags Generally, and 6.05.033 License – Vaccination Requirements.

Section 2. If any section, subsection, sequence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of March 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 03/13/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2305. A Resolution of the Mayor and Council of the City of San Luis, Arizona, repealing dog license fees under Resolution No. 2278, Repealing conflicting provisions, and providing for severability. **(Nigel Reynoso, Chief of Police)**

SUMMARY:

On June 28, 2023, the San Luis City Council adopted Resolution No. 2278, establishing dog license fees. The San Luis Police Department is recommending eliminating the dog license fees through Resolution No. 2305. Dog licensing will continue through Yuma County services for all dogs within San Luis City limits. Under Arizona State law, A.R.S. § 11-1008, the County may set a license fee. Fifteen (15) days after written notification from the county enforcement agent, a person is guilty of a class 2 misdemeanor if the person:

- fails to obtain a license for a dog, which is required to be licensed,
- Counterfeits an official dog tag, or
- removes such a tag from any dog for intentional and malicious mischief or places a dog tag on a dog unless the tag was issued for that particular dog.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2305 REPEALING RESOLUTION NO. 2278, ELIMINATING THE CITY DOG LICENSE FEE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

Yuma County, not the City of San Luis, will continue to be responsible for dog licensing services.

Attachments

Resolution No. 2305

Res 2278

ARS 11-1008



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2305

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, REPEALING DOG LICENSE FEES UNDER RESOLUTION NO. 2278; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: Resolution No. 2278 regarding dog licenses and dog license fees is repealed in its entirety.

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

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

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of March 2024.

Nieves Riedel, Mayor

ATTEST:

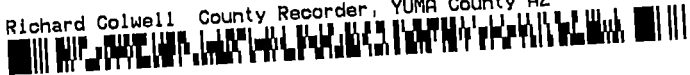
APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

CONFORMED COPY
2023-15829 RESOLUTION
07/03/2023 11:05:00 AM Pages: 3 Fees: \$15.00
Requested By: SAN LUIS CITY CLERK'S OFFICE

Richard Colwell County Recorder, YUMA County AZ



WHEN RECORDED, MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2278

Adopting fees for dog licenses; repealing any conflicting provisions, and providing for severability



Resolution

No. 2278

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING FEES FOR DOG LICENSES; REPEALING ANY CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY

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

Section 1: (A) Fees for dog licenses issued under Chapter 6.05 of the City Code shall be as follows:

	1 year	2 year	3 year
Fixed Pets:	\$15	\$26	\$37
Pets Not Fixed:	\$30	\$55	\$75

- (B) A penalty fee of five dollars shall be paid if the license application is made less than one year after the date on which the dog is required to be licensed under this article. If the license application is made one year or later from the date on which the dog is required to be licensed, an additional penalty fee of fifteen dollars shall be paid for each subsequent year up to a maximum of thirty-five dollars. This penalty shall not be assessed against applicants who provide adequate proof that the dog to be licensed has been in their possession in this state less than thirty consecutive days.
- (C) All licenses expire as provided by Section 3 below. If a license is issued less than six months prior to November 1, the applicant shall be charged eight dollars for that year for a fixed dog and fifteen dollars for dogs not fixed. For multiyear licenses seven dollars will be deducted from the fee schedule for fixed dogs and fifteen dollars shall be deducted from the fee schedule for dogs not fixed for licenses issued less than six months prior to November 1.
- (D) Whenever a dog tag is lost, a duplicate shall be issued upon application by the owner and a replacement fee of eight dollars shall be charged.

Section 2: Multiyear licenses shall only be issued for dogs given multiyear rabies vaccinations and only for the year(s) that the rabies vaccination has been certified to be effective.


Section 3: All licenses must be renewed by November 1 in any calendar year. All licenses need a current rabies vaccination certificate in conformance with the requirements of the City Code and A.R.S. §11-1010. A multiyear license expires on November 1 of the last year of the rabies vaccination certificate. A license shall expire on the expiration of the rabies vaccination. If the rabies vaccination expires prior to November 1 of the year of expiration of the license, and the license is until that November 1, a new rabies vaccination certificate will cause a no-fee extension of the license until the end of the licensing period.

Section 4: A guide dog belonging to a blind person or to any bona fide nonprofit organization which is in the business of breeding, raising, or training dogs that are to be used for guiding the blind shall not be required to pay a license fee.

Section 5: In the event of a conflict between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

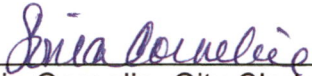
Section 6: If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 28th day of June 2023.



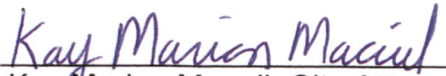
Nieves Riedel, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

11-1008. License fees for dogs; issuance of dog tags; exception; violation; classification

A. The board of supervisors of each county may set a license fee that shall be paid for each dog three months of age or older that is kept, harbored or maintained within the boundaries of this state for at least thirty consecutive days of each calendar year. License fees shall become payable at the discretion of the board of supervisors of each county. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. License fees shall be paid within ninety days to the board of supervisors. A penalty fee of two dollars shall be paid if the license application is made less than one year after the date on which the dog is required to be licensed under this article. If the license application is made one year or later from the date on which the dog is required to be licensed, an additional penalty fee of ten dollars shall be paid for each subsequent year up to a maximum of twenty-two dollars. This penalty shall not be assessed against applicants who provide adequate proof that the dog to be licensed has been in their possession in this state less than thirty consecutive days.

B. If the board of supervisors adopts a license fee, the board shall provide durable dog tags. Each dog licensed under the terms of this article shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the county, the number of the license and the year in which it expires. The tag shall be attached to a collar or harness that shall be worn by the dog at all times, except as otherwise provided in this article. Whenever a dog tag is lost, a replacement tag shall be issued on application by the owner and payment of a fee established by the board of supervisors.

C. The board of supervisors may set license fees that are lower for dogs permanently incapable of procreation. An applicant for a license for a dog claimed to be incapable of procreation shall provide adequate proof satisfactory to the county enforcement agent that the dog has been surgically altered to be permanently incapable of procreation.

D. All fees and penalties shall be deposited in the rabies control fund pursuant to section 11-1011.

E. Any person who knowingly fails within fifteen days after written notification from the county enforcement agent to obtain a license for a dog required to be licensed, counterfeits an official dog tag, removes such tag from any dog for the purpose of intentional and malicious mischief or places a dog tag on a dog unless the tag was issued for that particular dog is guilty of a class 2 misdemeanor.

F. Notwithstanding subsection A of this section, the board of supervisors of each county may not charge an individual who has a disability and who uses a service animal as defined in section 11-1024, a person that trains a service animal as defined in section 11-1024 or an individual who uses a search and rescue dog a license fee for that dog. An applicant for a license for a:

1. Search and rescue dog shall provide adequate proof satisfactory to the county enforcement agent that the dog is a search and rescue dog.
2. Service animal shall sign a written statement that the dog is a service animal as defined in section 11-1024. A person who makes a false statement pursuant to this paragraph is guilty of a petty offense and is subject to a fine that does not exceed fifty dollars. The statement to be signed shall be substantially in the following form:

By signing this document, I declare that the dog to be licensed is a service animal as defined in section 11-1024, Arizona Revised Statutes, and I understand that a person who makes a false statement pursuant to section 11-1008, Arizona Revised Statutes, is guilty of a petty offense and is subject to a fine that does not exceed fifty dollars.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 03/13/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

Ordinance

Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2023-0761 - Los Mezquites Townhomes 2 and Ordinance No. 448. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 10.31 acres from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2) located east of 24th Avenue between Ortega Street and Nadine Street; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Open Public Hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Ordinance No. 448 by title only
- D. Action on Ordinance No. 448

SUMMARY:

A request by Edais Engineering, on behalf of Riedel Holdings LLC., to rezone 10.31 acres from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2). A portion of the assessor's parcel number, 227-11-004, located east of 24th Avenue between Ortega Street and Nadine Street in San Luis, Arizona.

The current zoning is Medium Density Residential (R1-6). The purpose of the R1-6 zoning district is to provide for detached single-residence development on urban-sized lots in areas where adequate public facilities and services are available. The intent of this district is to encourage a traditional neighborhood environment where amenities and open space are provided more on a neighborhood basis rather than on the smaller individual lots.

The proposed zoning is Medium-High Density Residential (R-2). The purpose of the R-2 zoning district is to allow for a variety of building types, including duplexes, townhouses, and apartments with varied project amenities. The intent of this district is to permit higher-density urban development with a mixture of uses of similar intensity.

The request for Medium-High Density Residential (R-2) will allow the applicant to increase the residential density with smaller lots for townhomes. The developer is proposing to accommodate 84 attached townhome units as per the proposed site plan, attached, in a subdivision called Los Mezquites Townhomes 2.

Existing Adjacent Zoning Districts:

To the north, R1-6 (Future Los Mezquites Unit 4)

To the west, R1-6 (Los Mezquites Unit 3 Subdivision)

To the south, L-I (Southwest Arizona Industrial Subdivision Phase 2)

To the east, RA-10 (East San Luis Waste Water Treatment Plant)

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. Staff have received comments from the Yuma County Airport Authority, Inc. ("YCAA"), Arizona Department of Transportation ("ADOT"), and the City of San Luis Fire Department.

YCAA provided the following comments: "The property is near Rolle Airfield, where aviation activity is expected to increase in the future. Residents are likely to experience noise and over-flights. The City, public, and airport shall be held harmless from effects that may be caused by aviation operations."

ADOT provided the following comments: "ADOT Southwest District requests the opportunity to review and comment on a Traffic Impact Analysis (TIA). The TIA would allow the Department the opportunity to assess the effects the increased traffic from the proposed development would have on the State Route 195 & Ave E intersection."

The Fire Department provided the following comments: "The City of San Luis Fire Department has no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department."

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (24 letters).

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:

As required by State Statute and City Code, a Citizen Review Meeting was held at City Hall on February 6, 2024, at the City Hall 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. Nobody from the public was present during the meeting.

PLANNING AND ZONING COMMISSION:

This item was presented to the Planning and Zoning Commission at their regular meeting on February 13, 2024. The Commission recommended approval of this request subject to the conditions of approval presented by staff.

STAFF RECOMMENDATION:

Staff recommends approval of Rezoning Case No. 2023-0761 and Ordinance No. 448 with the following conditions:

1. The owner/applicant shall submit a preliminary plat application in compliance with the City of San Luis subdivision regulations.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

- 1. STAFF PRESENTATION
- 2. CALL TO THE PUBLIC ON THIS ITEM

B. I MOVE TO CLOSE PUBLIC HEARING

**C. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 448 BY TITLE ONLY
(CITY CLERK TO READ THE ORDINANCE BY TITLE ONLY)**

D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 448

Fiscal Impact

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

Attachments

Ordinance No. 448
Location Map
Site Plan
YCAA Comments
ADOT Comments
FD Comments



Ordinance

NO. 448

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 10.31 ACRES FROM MEDIUM DENSITY RESIDENTIAL (R1-6) TO MEDIUM-HIGH DENSITY RESIDENTIAL (R-2) LOCATED EAST OF 24TH AVENUE BETWEEN ORTEGA STREET AND NADINE STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 10.31 acres being a portion of real property located on Assessor Parcel ID No. 227-11-004; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2) of the property subject to the following condition:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

Property more fully described as:

A portion of the southeast quarter (SE1/4) of Section 11, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

Containing 10.31 acres more or less.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,

Arizona, this _____ day of _____, 2024.

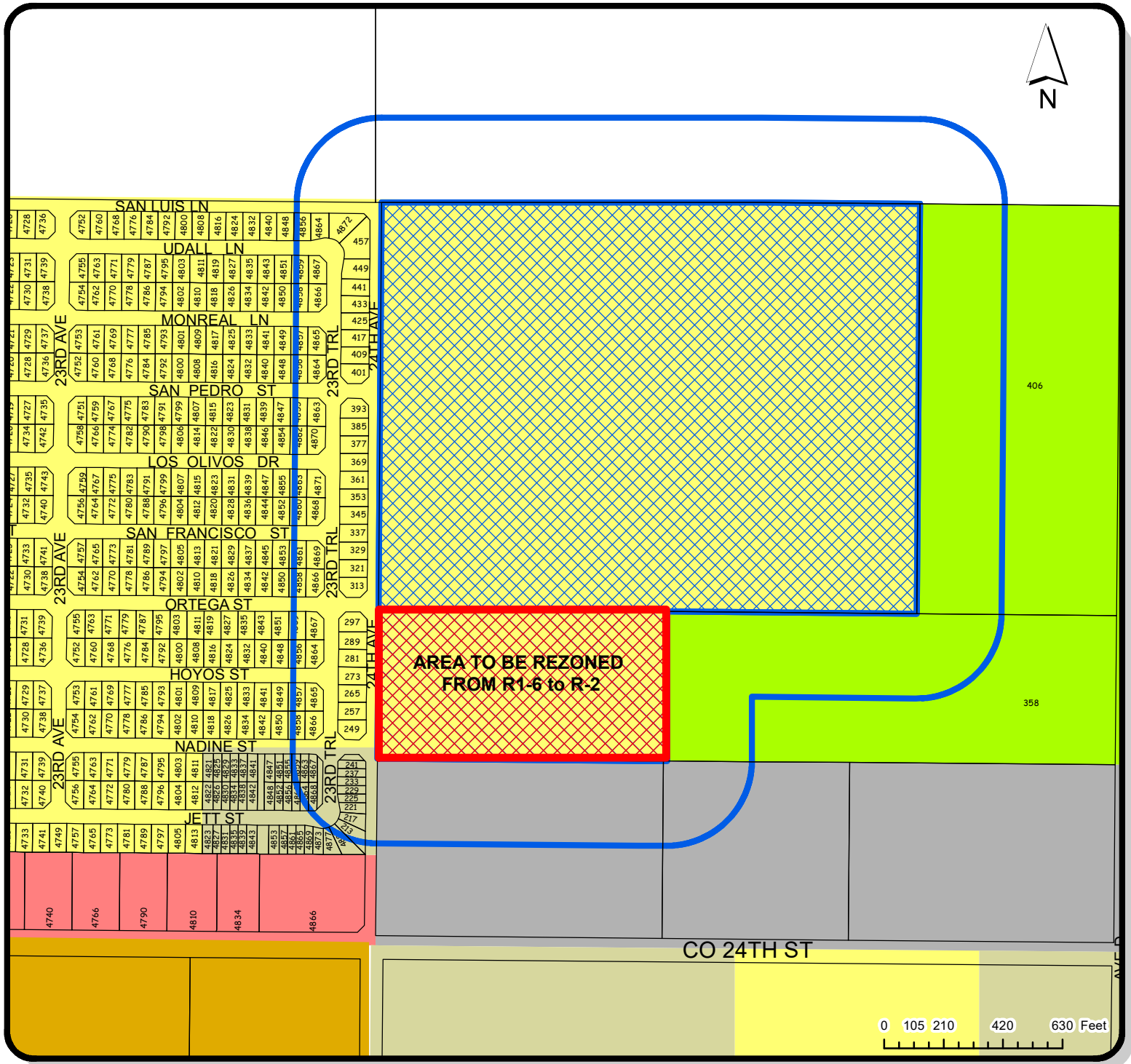
Gloria Torres, Vice Mayor

ATTEST:




APPROVED AS TO FORM:

Sonia Cornelio, City Clerk







Kay Marion Macuil, City Attorney



LOCATION OF SUBJECT PROPERTY

-  PARCEL ID: 227-11-004
-  300ft Notification Area
-  REZONING AREA

LOCATION MAP

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 -  R1-6
 -  RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 -  R-2
 -  R-3
 - COMMERCIAL ZONING DISTRICTS**
 -  C-2
 - INDUSTRIAL ZONING DISTRICTS**
 -  LI

REZONING

CASE #
2023-0761

DATE:
1/10/2024

CHECKED BY:
JUAN TEJEDA

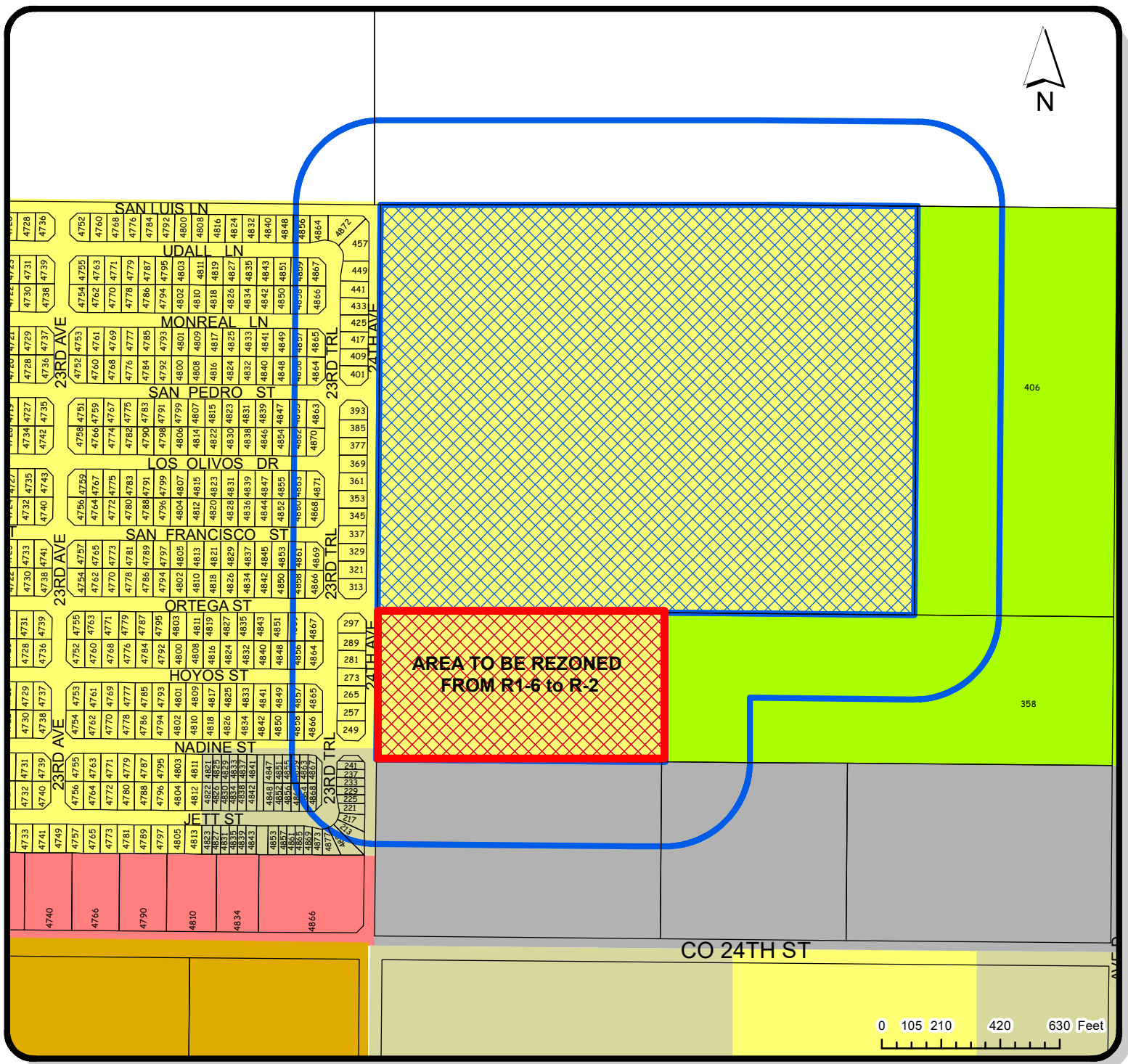
PLANNING & ZONING






GIS

CREATED BY:
ISAAC GUTIERREZ







APPROVED BY:
JOSE A. GUZMAN



LOCATION OF SUBJECT PROPERTY

-  PARCEL ID: 227-11-004
-  300ft Notification Area
-  REZONING AREA

LOCATION MAP

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 -  R1-6
 -  RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 -  R-2
 -  R-3
 - COMMERCIAL ZONING DISTRICTS**
 -  C-2
 - INDUSTRIAL ZONING DISTRICTS**
 -  LI

REZONING

CASE #
2023-0761

DATE:
1/10/2024

PLANNING & ZONING



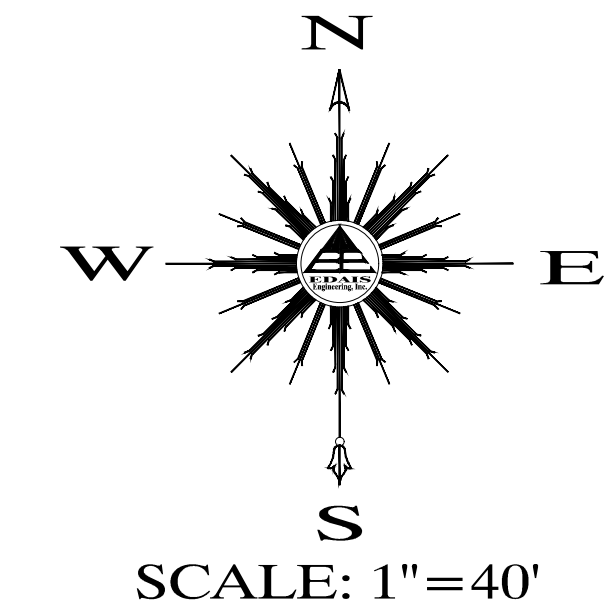
GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN

REVISIONS	



LAYOUT PLAN

LOS MEZQUITES TOWNHOMES 2



PRELIMINARY
NOT FOR
CONSTRUCTION

DATE:	DECEMBER 2023
DRAWN:	AE
CHECKED:	NKE
PROJECT:	21-028
SHEET NUMBER	2



NOTES:

LOS MEZQUITES TOWNHOMES 2 AREA:
LOS MEZQUITES TOWNHOMES 2:
ASSESSOR'S PARCEL NO.:

10.3184 ACRES
84 LOTS
227-11-004





January 10, 2024

REZONING CASE NUMBER: 2023-0761

CASE SUMMARY: A request by Edais Engineering Inc. on behalf of Riedel Holdings LLC to rezone 10.31 acres from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2). Assessor’s parcel 227-11-004, located northeast corner of 24th Avenue and Jett Street in San Luis Arizona. The developer is proposing a townhome subdivision containing 84 lots.

Citizen Review Meeting will be held:
Tuesday the 5th day of March 2024 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: March 12, 2024

COMMENTS DUE: January 24, 2024

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Juan Tejada
Associate Planner
Attachments: Location Map, Site Plan

COMMENTS NO COMMENTS

.....
Enter Comments below:

The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and over flights. The City, public and airport shall be held harmless from effects that may be caused by aviation operations. Additionally, due to the military flight path and close proximity to restricted air space corridors surrounding this area, any development needs to coordinate with the MCAS Yuma Community Planning and Liaison Division for comment. This will alleviate any potential future problems which may adversely affect development or limit the use of that approach into the MCAS Yuma/Yuma International Airport.

Date:

1/10/24

Agency:

Yuma County Airport Authority, Inc.

Phone:

928-726-5882

Return to: P&Z@sanluisaz.gov

Juan Tejada

From: Isabell Garcia <igarcia@azdot.gov>
Sent: Tuesday, January 23, 2024 12:45 PM
To: Juan Tejada
Subject: [EXTERNAL] Rezoning Case No. 2023-0761-ADOT Southwest District Comments

Good afternoon, the ADOT Southwest District Comments:

"ADOT Southwest District requests the opportunity to review and comment on a Traffic Impact Analysis (TIA). The TIA would allow the Department the opportunity to assess the effects the increased traffic from the proposed development would have on the State Route 195 & Ave E intersection."

Thank you for the opportunity to comment.

Isabell Garcia
Development TES
Southwest District
2243 E. Gila Ridge Road
Yuma, AZ. 85365
P- (928) 317-2159
E-mail- IGarcia@azdot.gov

On Wed, Jan 10, 2024 at 3:21 PM Juan Tejada <jtejeda@sanluisaz.gov> wrote:

Good afternoon,

Please find attached request for comments for Rezoning Case No. 2023-0761.

Due Date: January 24, 2024

Thank you,

Juan Tejada

Associate Planner

Planning and Zoning Department

1090 E. Union Street

P.O.BOX 3750

San Luis Arizona 85349



January 10, 2024

REZONING CASE NUMBER: 2023-0761

CASE SUMMARY: A request by Edais Engineering Inc. on behalf of Riedel Holdings LLC to rezone 10.31 acres from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2). Assessor’s parcel 227-11-004, located northeast corner of 24th Avenue and Jett Street in San Luis Arizona. The developer is proposing a townhome subdivision containing 84 lots.

Citizen Review Meeting will be held:
Tuesday the 5th day of March 2024 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: March 12, 2024

COMMENTS DUE: January 24, 2024

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Juan Tejeda
Associate Planner
Attachments: Location Map, Site Plan

COMMENTS NO COMMENTS

.....
Enter Comments below:

The City of San Luis Fire Department have no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

01/11/2024

Agency:

The San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 03/13/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejada, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

Ordinance

Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0002 - Bienestar Estates 10 Townhomes and Ordinance No. 449. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 3.47 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2) on property located at the southeast corner of Avenue F and County 24th Street; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Open Public Hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Ordinance No. 449 by title only
- D. Action on Ordinance No. 449

SUMMARY:

A request by Vega & Vega Engineering on behalf of Comité De Bienestar to rezone 3.47 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2). Assessor's parcel number 783-05-162, located at the southeast corner of Avenue F and County 24th Street in San Luis, Arizona.

The current zoning is Community Commercial (C-2). The purpose of the C-2 zoning district is to provide for commercial development in locations that are suitable and appropriate. The intent of this district is to accommodate a variety of uses, including professional offices, retail, and services.

The proposed zoning is Medium-High Density Residential (R-2). The purpose of the R-2 zoning district is to allow for a variety of building types, including duplexes, townhouses, and apartments with varied project amenities. The intent of this district is to permit higher-density urban development with a mixture of uses of similar intensity.

The request for Medium High-Density Residential (R-2) will allow the applicant to increase the residential density with smaller lots for townhomes. The developer is proposing to accommodate 31 attached townhome units on a subdivision called Bienestar Estates Townhomes as per the proposed site plan attached.

Existing Adjacent Zoning Districts:

To the north, R-3 (Future Victoria Village Apartments)

To the west, RA-10 (Vacant Land)
To the south, R1-6 (Bienestar Estates 10 Subdivision)
To the east, R1-6 (Bienestar Estates 10 Subdivision)

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. Staff have received comments from the Yuma County Airport Authority, Inc. ("YCAA, the Arizona Department of Transportation ("ADOT"), and the City of San Luis Fire Department.

YCAA provided the following comments: "The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and over flights. The City, public and airport shall be held harmless from effects that may be caused by aviation operations."

ADOT provided the following comments: "ADOT Southwest District requests the opportunity to review and comment on a Traffic Impact Analysis (TIA). The TIA would allow the Department the opportunity to assess the effects the increased traffic from the proposed development would have on the State Route 195 & Ave E intersection."

The Fire Department provided the following comments: "The City of San Luis Fire Department has no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department."

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (66 letters).

A comment from an adjacent property owner was received by email on 2/3/2024 expressing the lack of commercial development in the area and has been added to this report.

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:

As required by State Statute and City Code, a Citizen Review Meeting was held at City Hall on February 6, 2024, at the City Hall 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. Nobody from the public was present during the meeting.

PLANNING AND ZONING COMMISSION:

This item was presented to the Planning and Zoning Commission at their regular meeting on February 13, 2024. The Commission recommended approval of this request subject to the conditions of approval presented by staff.

RECOMMENDATION:

Staff recommends approval of Rezoning Case No 2024-0002 and Ordinance No. 449 with the following conditions:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

- 1. STAFF PRESENTATION
- 2. CALL TO THE PUBLIC ON THIS ITEM

B. I MOVE TO CLOSE PUBLIC HEARING

**C. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 449 BY TITLE ONLY
(CITY CLERK TO READ ORDINANCE BY TITLE ONLY)**

D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 449

Fiscal Impact

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

Attachments

Ordinance No. 449
Location Map
Site Plan
YCAA Comments
ADOT-Comments
FD-Comments
Residents Comments



Ordinance

NO. 449

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 3.47 ACRES FROM COMMUNITY COMMERCIAL (C-2) TO MEDIUM-HIGH DENSITY RESIDENTIAL (R-2) ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF AVENUE F AND COUNTY 24TH STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 3.47 acres of real property located on Assessor Parcel ID No. 783-05-162; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Community Commercial (C-2) to Medium High Density Residential (R-2) of the property subject to the following condition:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

Property more fully described as:

Tract "B" of the Bienestar Estates 10 as recorded in Book 31 of plats, Pages 22-23, Yuma County Records, Yuma County, Arizona. Also known as Assessor's Parcel Number 783-05-162.

Containing 3.47 acres more or less.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2024.

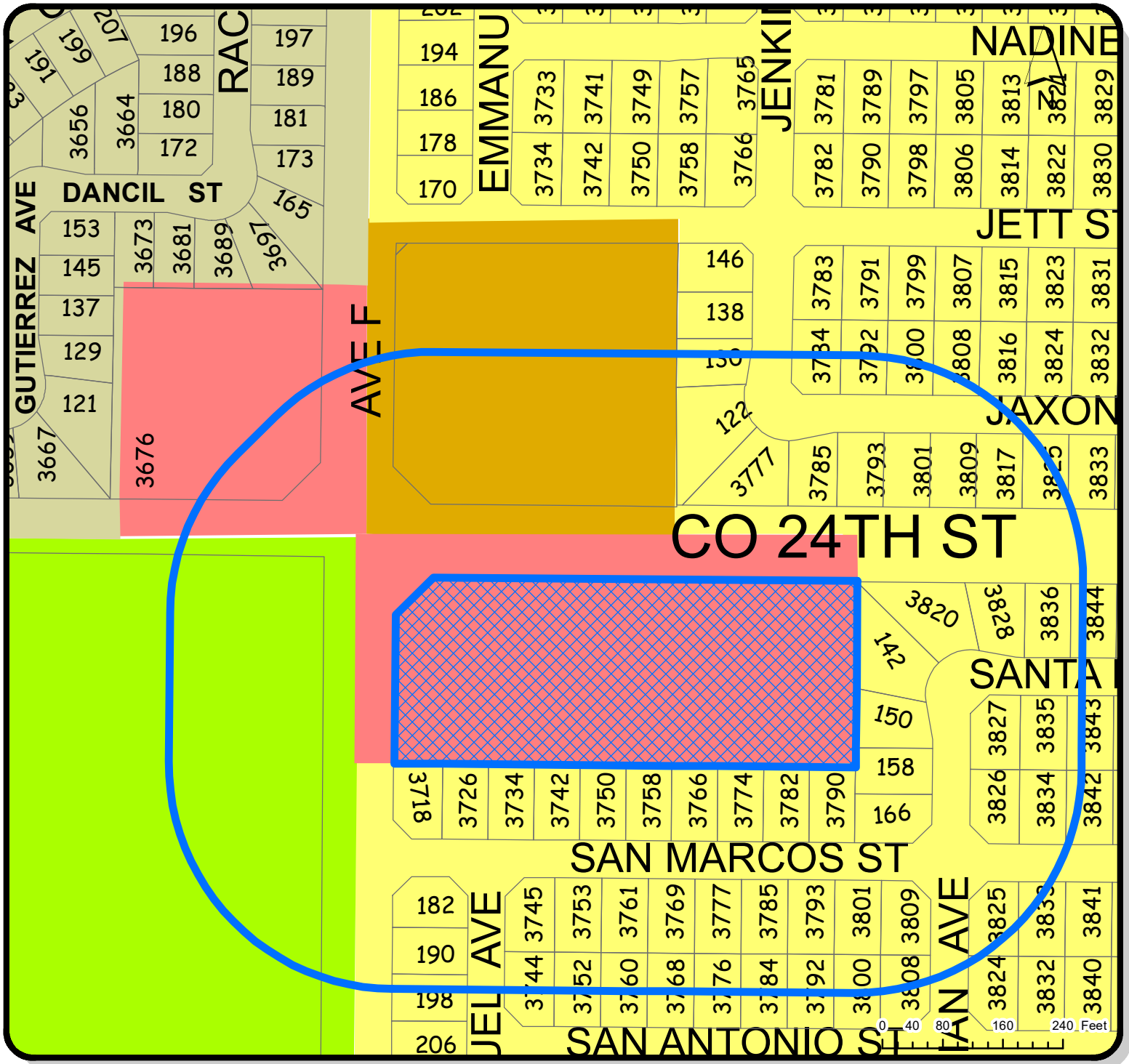
Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

REZONING

 PARCEL ID: 783-05-162

CASE #
2024-0002

 300ft Notification Area

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS
 - R1-6
 - RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS
 - R-2
 - R-3
 - COMMERCIAL ZONING DISTRICTS
 - C-2
 - INDUSTRIAL ZONING DISTRICTS
 - LI

DATE:
1/12/2024

PLANNING & ZONING

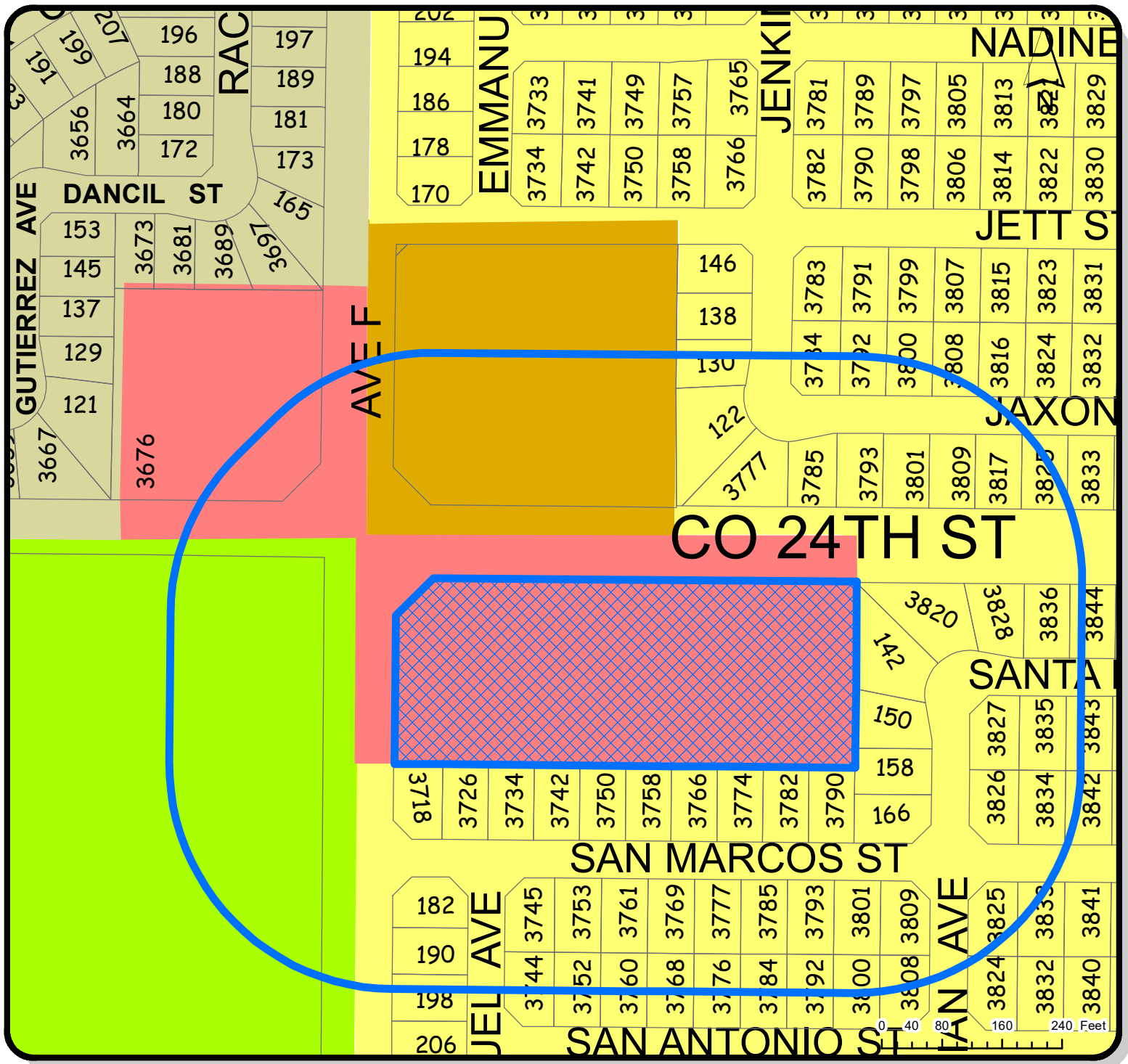


GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

REZONING

 PARCEL ID: 783-05-162

 300ft Notification Area

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS
 - RA-10
 - R-2
 - R-3
 - COMMERCIAL ZONING DISTRICTS
 - C-2
 - INDUSTRIAL ZONING DISTRICTS
 - LI

CASE #
2024-0002

DATE:
1/12/2024

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN



January 12, 2024

REZONING CASE NUMBER: 2024-0002

CASE SUMMARY: A request by Vega & Vega Engineering, PLC. on behalf of Comite de Bienestar Inc. AZ CORP. to rezone 3.47 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2). Assessor’s parcel 783-05-162, located at the southeast corner of Avenue F and County 24th Street in San Luis Arizona. The developer is proposing a townhome subdivision containing 30 lots.

Citizen Review Meeting will be held:
Tuesday the 6th day of February 2024 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: February 13, 2024

COMMENTS DUE: January 26, 2024

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Juan Tejeda
Associate Planner
Attachments: Location Map, Site Plan

COMMENTS NO COMMENTS

.....
Enter Comments below:

The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and over flights. The City, public and airport shall be held harmless from effects that may be caused by aviation operations. Additionally, due to the military flight path and close proximity to restricted air space corridors surrounding this area, any development needs to coordinate with the MCAS Yuma Community Planning and Liaison Division for comment. This will alleviate any potential future problems which may adversely affect development or limit the use of that approach into the MCAS Yuma/Yuma International Airport.

Date:

1/17/24

Agency:

Yuma County Airport Authority, Inc.

Phone:

928-726-5882

Return to: P&Z@sanluisaz.gov

Juan Tejada

From: Isabell Garcia <igarcia@azdot.gov>
Sent: Tuesday, January 23, 2024 12:32 PM
To: Juan Tejada
Subject: [EXTERNAL] Rezoning Case No. 2024-0002-ADOT Southwest District Comments

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, the ADOT Southwest District Comments:

"ADOT Southwest District requests the opportunity to review and comment on a Traffic Impact Analysis (TIA). The TIA would allow the Department the opportunity to assess the effects the increased traffic from the proposed development would have on the State Route 195 & Ave E intersection."

Thank you for the opportunity to comment.

Isabell Garcia
Development TES
Southwest District
2243 E. Gila Ridge Road
Yuma, AZ. 85365
P- (928) 317-2159
E-mail- IGarcia@azdot.gov

On Fri, Jan 12, 2024 at 5:34 PM Juan Tejada <jtejeda@sanluisaz.gov> wrote:

Good afternoon,

Please find attached request for comments for Rezoning Case No. 2024-0002.

Due Date: January 26, 2024

Thank you,

Juan Tejada

Associate Planner

Planning and Zoning Department

1090 E. Union Street

P.O.BOX 3750

San Luis Arizona 85349



January 12, 2024

REZONING CASE NUMBER: 2024-0002

CASE SUMMARY: A request by Vega & Vega Engineering, PLC. on behalf of Comite de Bienestar Inc. AZ CORP. to rezone 3.47 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2). Assessor’s parcel 783-05-162, located at the southeast corner of Avenue F and County 24th Street in San Luis Arizona. The developer is proposing a townhome subdivision containing 30 lots.

Citizen Review Meeting will be held:
Tuesday the 6th day of February 2024 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: February 13, 2024

COMMENTS DUE: January 26, 2024

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Juan Tejeda
Associate Planner
Attachments: Location Map, Site Plan

COMMENTS NO COMMENTS

.....
Enter Comments below:

The City of San Luis Fire Department have no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

01/17/2024

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov

Juan Tejada

From: mirian.zambrano.ace <mirian.zambrano.ace@gmail.com>
Sent: Saturday, February 3, 2024 10:03 AM
To: Juan Tejada
Subject: [EXTERNAL] Rezoning case 2024-0002 comment

Aside from a company or business benefit I think it's important to take in consideration residents needs. Although the importance for community growth matter it can't continue to grow with out providing essential resources for us residents. That area had been advertised as commercial maybe that help some of us make the decision to purchase a home here. Commercial establishments are greatly needed for us in this area not jut food trucks. Somewhere we can buy vegetables or fruits or other nessesary household items althought the gas station here has some they come at a very steep price, we need an establishment for the youth to hangout with friends to minimize vandalism or an establishment that provides the community with entertainment without the need to drive into the city of San Luis Az which is almost 30 back and forth sometimes its a longer commute with traffic.

It's not the first time residents are put aside. I don't recall how many acres was the new park here was supposed to be for? I mean before more than half was taken to build more houses. But we have seen how connection and influences talk in this city beyond what residents need hope this is not the case.

Sincerely,

An Avenue F resident that would be affected by this rezoning change