



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, May 8, 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, 8 de Mayo del 2024. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad

AMENDED AGENDA 5/7/2024
PREVIOUSLY ITEMS NO. 7, 7.A. AND 8 HAVE BEEN REMOVED AND
RE-NUMBERED ACCORDINGLY



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 8, 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

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATIONS/PRESENTATION

4. A. Proclamation - National Peace Officers Memorial Day May 15, 2024 and National Police Week May 15-21, 2024

4. B. Proclamation - National Public Works Week May 19 to 25, 2024 - "Advancing Quality of Life For All"

4. C. Presentation and update on any and all matters regarding Greater Yuma Port Authority's activities. **(Buna George, Executive Director to Greater Yuma Port Authority)**

5. CONSENT AGENDA

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

5. A. **MINUTES OF**
- April 10, 2024 Regular Council meeting
5. B. **DISBURSEMENTS FROM APRIL 17, 2024 TO MAY 1, 2024**
Total \$1,528,517.30
(One Million, Five Hundred Twenty-Eight Thousand, Five Hundred Seventeen Dollars and Thirty Cents)
5. C. Discussion and possible action on any and all matters regarding the fiscal year 2023-2024 budget for City Council's contracts. **(Jenny Torres, Acting City Manager)**
5. D. Discussion and possible action on any and all matters regarding the contract with the Arizona Interagency Farmworkers Coalition, Inc. for scholarships for students who are residents of San Luis for secondary education. **(Kay Marion Macuil, City Attorney and Jenny Torres, Acting City Manager)**
5. E. Discussion and possible action on any and all matters regarding the amending of the contract with Dana Kepner Company, Inc. for the Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure (AMI) System project to include the ARPA Terms and Conditions. **(Edgar Esparza, Billing and Collections Manager)**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding Resolution No. 2308. A resolution of the Mayor and City Council of the City of San Luis, Arizona, to Authorize the City of San Luis Police Department to Receive Funding from The Arizona Internet Crimes Against Children Task Force by Approving an Intergovernmental Agreement Between the City of Phoenix, Arizona, through the Phoenix Police Department and City of San Luis, Arizona, through The San Luis Police Department. **(Nigel Reynoso, Chief of Police)**
6. B. Discussion and possible action on any and all matters regarding the acceptance of change order No. 2 from Viking Industrial Painting, LLC, for the Well Site #6 tank rehabilitation project. **(Jorge Perez, Assistant Director of Public Works)**
6. C. Discussion and possible action on any and all matters regarding the designation of polling places and drop-off locations for the Special Election scheduled for May 21, 2024. **(Sonia Cornelio, City Clerk)**
7. **SUMMARY OF CURRENT EVENTS**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).
8. **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.

9. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

4. A.

Meeting Date: 05/08/2024

Title:

Proclamation - National Peace Officers Memorial Day May 15, 2024 and National Police Week May 15-21, 2024

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL PEACE OFFICERS MEMORIAL DAY
May 15, 2024
and
NATIONAL POLICE WEEK
May 15 – 21, 2024

WHEREAS, the Congress and the President of the United States have designated May 15th as the National Peace Officers Memorial Day and the week in which May 15th falls as National Police Week; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the members of the City of San Luis Police Department; and

WHEREAS, the members of the City of San Luis Police Department play an essential role in safeguarding the rights and freedoms of the City of San Luis, Arizona; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1786, almost 24,067 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the City of San Luis Police Department; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Annual Candlelight Vigil, on the evening of May 13, 2024; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Officers, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the City of San Luis Police Department unceasingly provide vital public service; and

WHEREAS, May 15 is designated as National Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, hereby proclaim May 15, 2024, as “**National Peace Officers Memorial Day**”, in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty and let us recognize and pay respect to the survivors of our fallen heroes.

I further proclaim the week of May 15 to May 21, 2024, as “**National Police Week**”, in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to their communities and in doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all residents.

DATED this 8th day of May 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

4. B.

Meeting Date: 05/08/2024

Title:

Proclamation - National Public Works Week May 19 to 25, 2024 - "Advancing Quality of Life For All"

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL PUBLIC WORKS WEEK
May 19–25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of San Luis; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of San Luis to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association,

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby designate the week of May 19–25, 2024, as “**National Public Works Week**” and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

DATED this 8th day of May 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4. C.

Meeting Date: 05/08/2024

Submitted By: Sonia Cornelio, City Clerk's Office

Presentation Topic/Summary:

Presentation and update on any and all matters regarding Greater Yuma Port Authority's activities.

(Buna George, Executive Director to Greater Yuma Port Authority)

Attachments

Presentation



PRESENTED BY:

BUNA GEORGE

BGEORGE@GYPA.ORG

928-315-9070



MISSION STATEMENT:

**THE GREATER YUMA PORT AUTHORITY
WILL DEVELOP A GATEWAY FOR
GLOBAL TRADE AND FACILITATE,
PROMOTE AND SUPPORT MULTI-
MODAL TRANSPORTATION AND TRADE
OPPORTUNITIES TO ENHANCE
ECONOMIC DEVELOPMENT IN THE
GREATER YUMA AREA.**



LEADERSHIP CHANGES







MATIAS ROSALES

Chairman of the Board
Appointed by the
City of San Luis



MARCO A. "TONY" REYES

Vice Chair
Appointed by
Yuma County



RUSS JONES

Secretary / Treasurer
Appointed by the
City of Yuma
11/2023



GARY MAGRINO

Founder
Appointed by the
Cocopah Tribal Nation



NIEVES RIEDEL

Board Member
Appointed by the
City of San Luis
Term Began 11/2023



IAN MCGAUGHEY

Board Member
Appointed by
Yuma County



VACANT

(Formerly held by the Late Gary Knight)

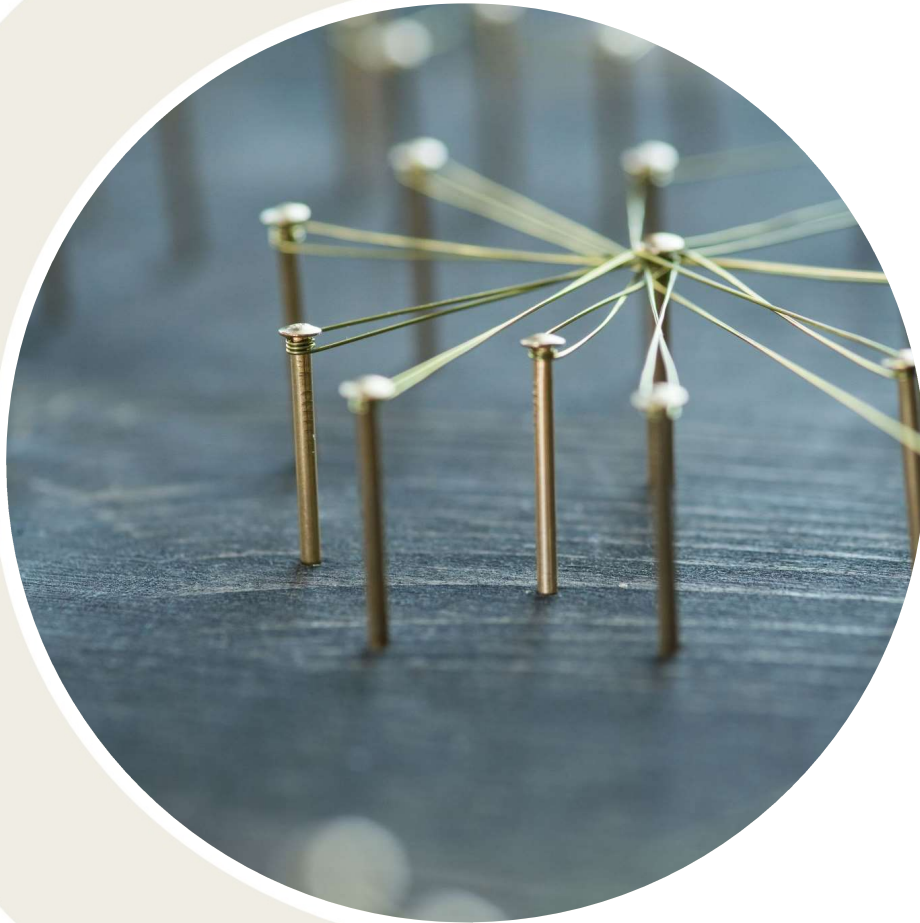
Board Member
Appointed by the
City of Yuma



VACANT

Board Member
Appointed by the
Cocopah Tribal Nation

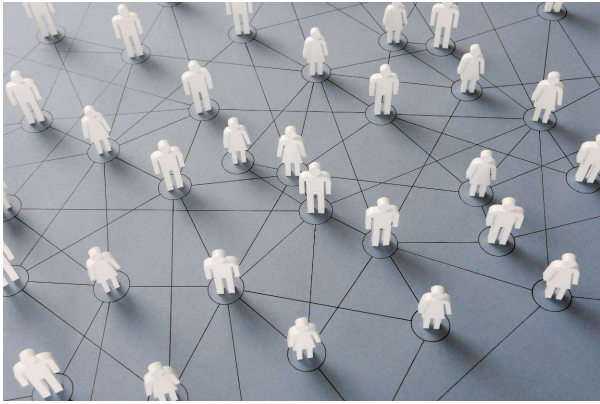
FOSTERING INTERNATIONAL RELATIONS





- PARTNERSHIPS -

- THE GYPA'S PRIMARY MISSION IS TO ENHANCE PORT EFFICIENCY, PROMOTE INTERNATIONAL ECONOMIC DEVELOPMENT, AND STRENGTHEN BI-NATIONAL RELATIONSHIPS WITHIN THE ARIZONA/SONORA REGION.
- NONE OF THOSE TASKS ARE ONE SIDED. KEY COLLABORATORS AND PARTNERSHIPS ARE INTEGRAL FOR THIS REGION TO REMAIN COMPETITIVE.

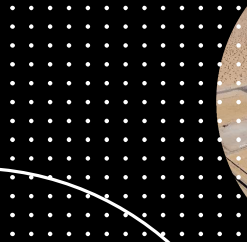


MAGRINO INDUSTRIAL PARK

PHASE 4 (86 ACRES) GROUNDBREAKING OCTOBER 2022
YUMA COUNTY OVERSAW THE DEVELOPMENT
PARTIAL FUNDING FROM YUMA COUNTY A.R.P.A FUNDS
REMAINDER ON A LOAN WITH YUMA COUNTY (\$2.28M)
COMPLETED JULY 2023
SOLD TO CPLC IN JULY 2023 FOR ~\$7M

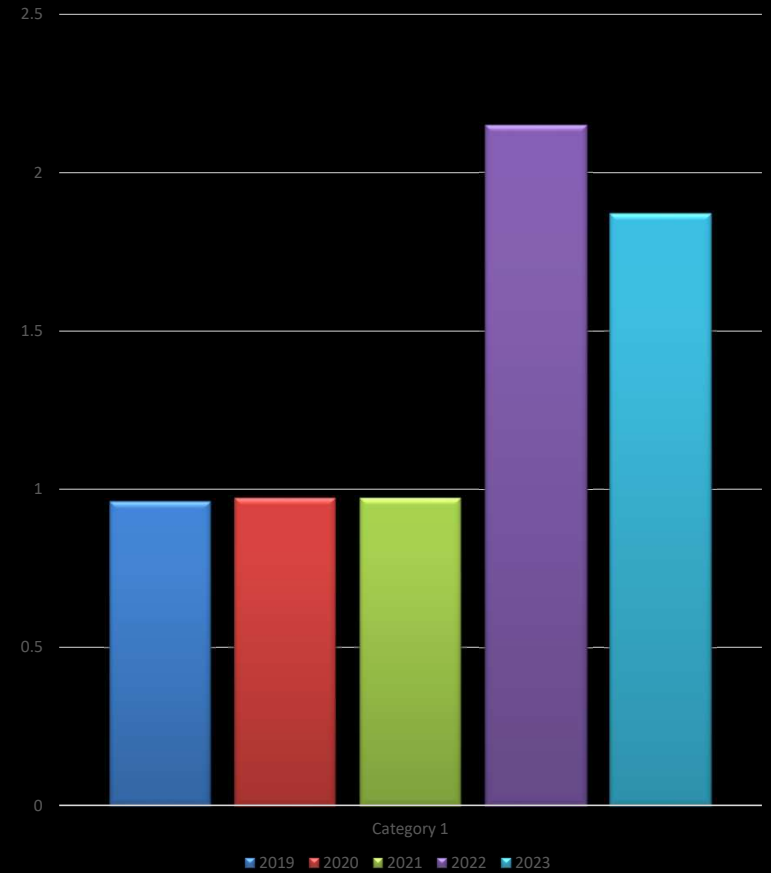






Promoting Economic Development: GYPA played a key role in promoting economic development and job opportunities throughout the Yuma community. With the land development, we were able to attract investment, support business expansion, and facilitate international trade partnerships to stimulate economic growth and prosperity.

Developed Land Prices Magrino Industrial





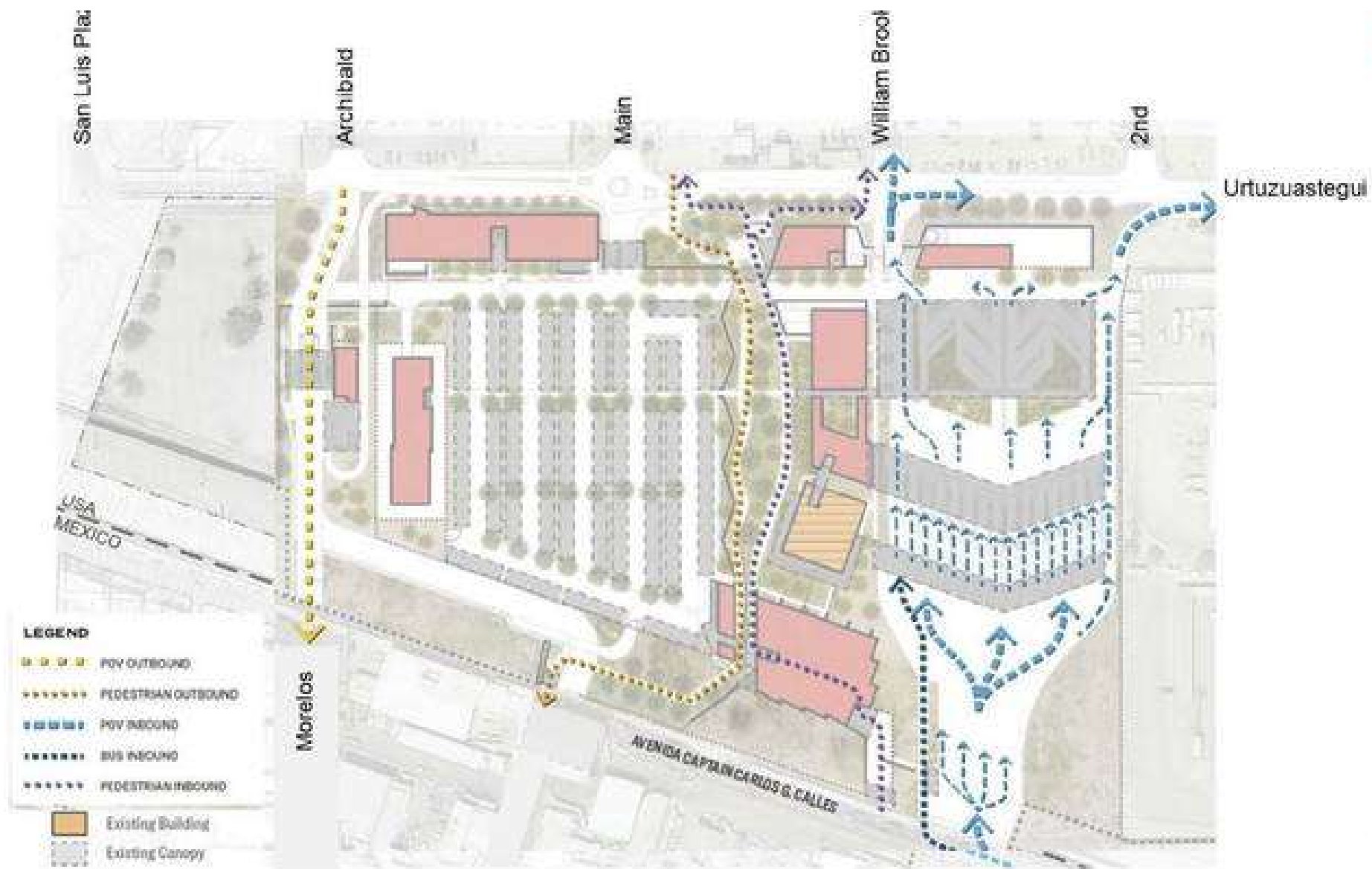
OUTSIDE ENGAGEMENT

SEPTEMBER 2023
GREATER YUMA PORT AUTHORITY
NOGALES PORT AUTHORITY
DOUGLAS PORT AUTHORITY

Tucson, AZ

All 3 Arizona Port Authorities signed a joint resolution to advocate as a unified voice for the needs of the Internacional Ports of Arizona such as the need for adequate CBP staffing, infrastructure and modifications, and joint communication efforts between state, federal and International partners.





LAND PORT OF ENTRY - DOUGLAS ARIZONA



Nogales port
remodel and
relocation:
Is anticipated to be
one of the most
expensive port
remodels due to the
scope of work



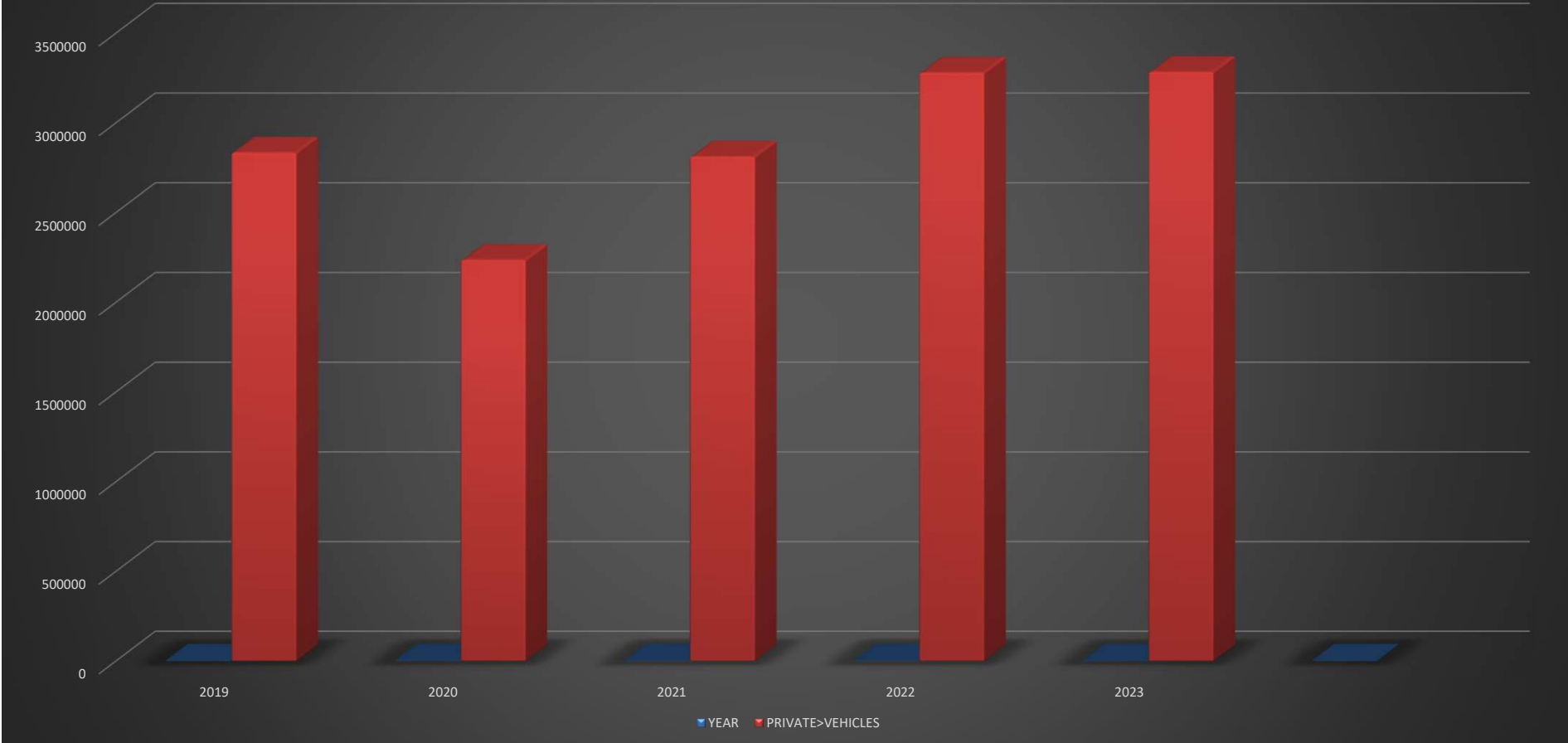


- **A TRADE ORGANIZATION IS IN THE WORKS**
- **MEANS FOR THOSE INVOLVED IN THE TRADE COMMUNITY FROM DRIVERS, TO DISTRIBUTORS, BROKERS AND WORKERS FROM BOTH SIDES OF THE BORDER TO COME TOGETHER TO VOICE THEIR NEEDS**
- **GYPA STANDS FOR A STRONG FRONT IN INTERNATIONAL COMMERCE AND WILL PROVIDE AN ORGANIZATION TO BRING FORTH MORE EFFICIENCIES WITHIN THE TRADE COMMUNITY**

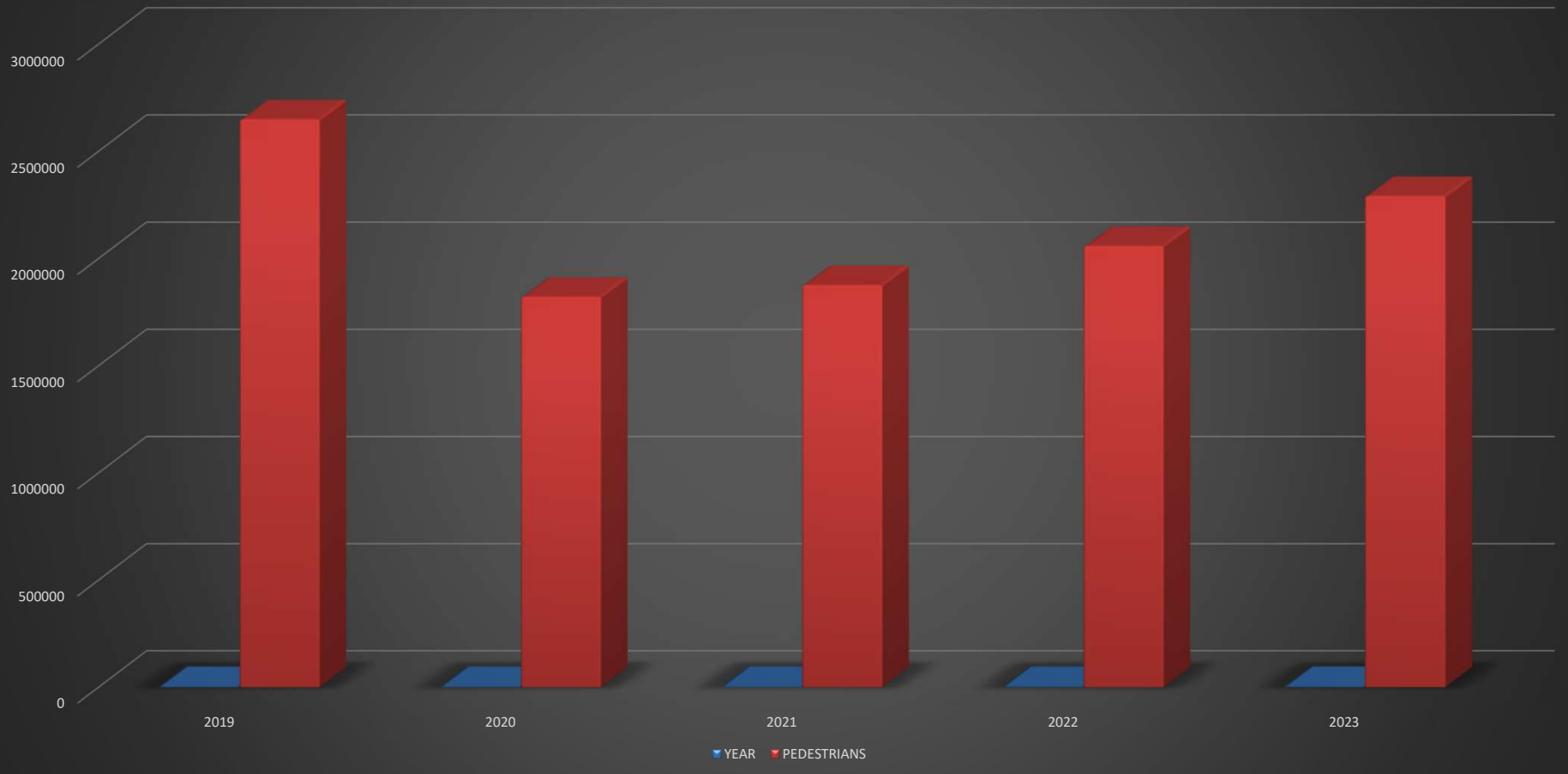


BORDER CROSSING STATS

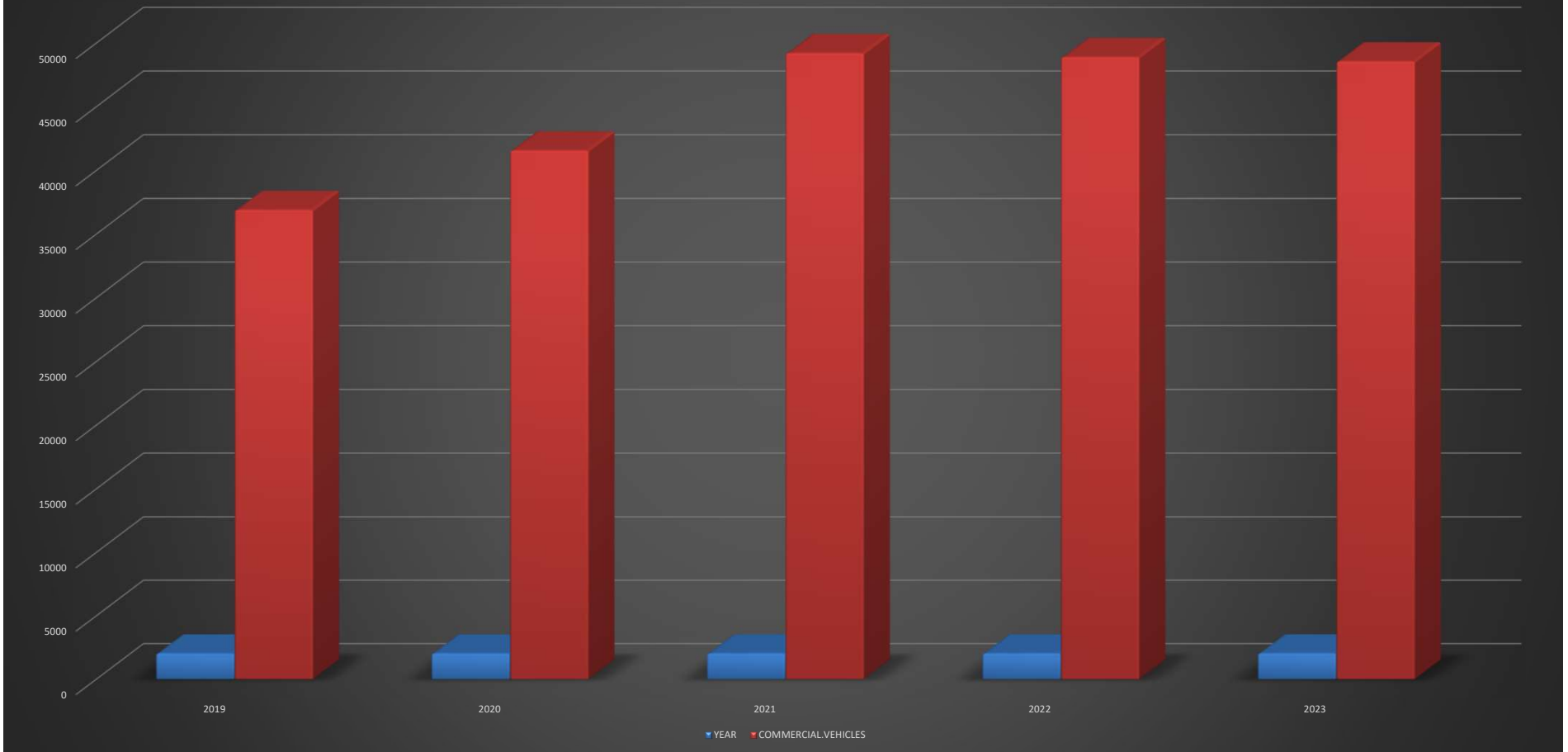
Private Vehicles through San Luis I



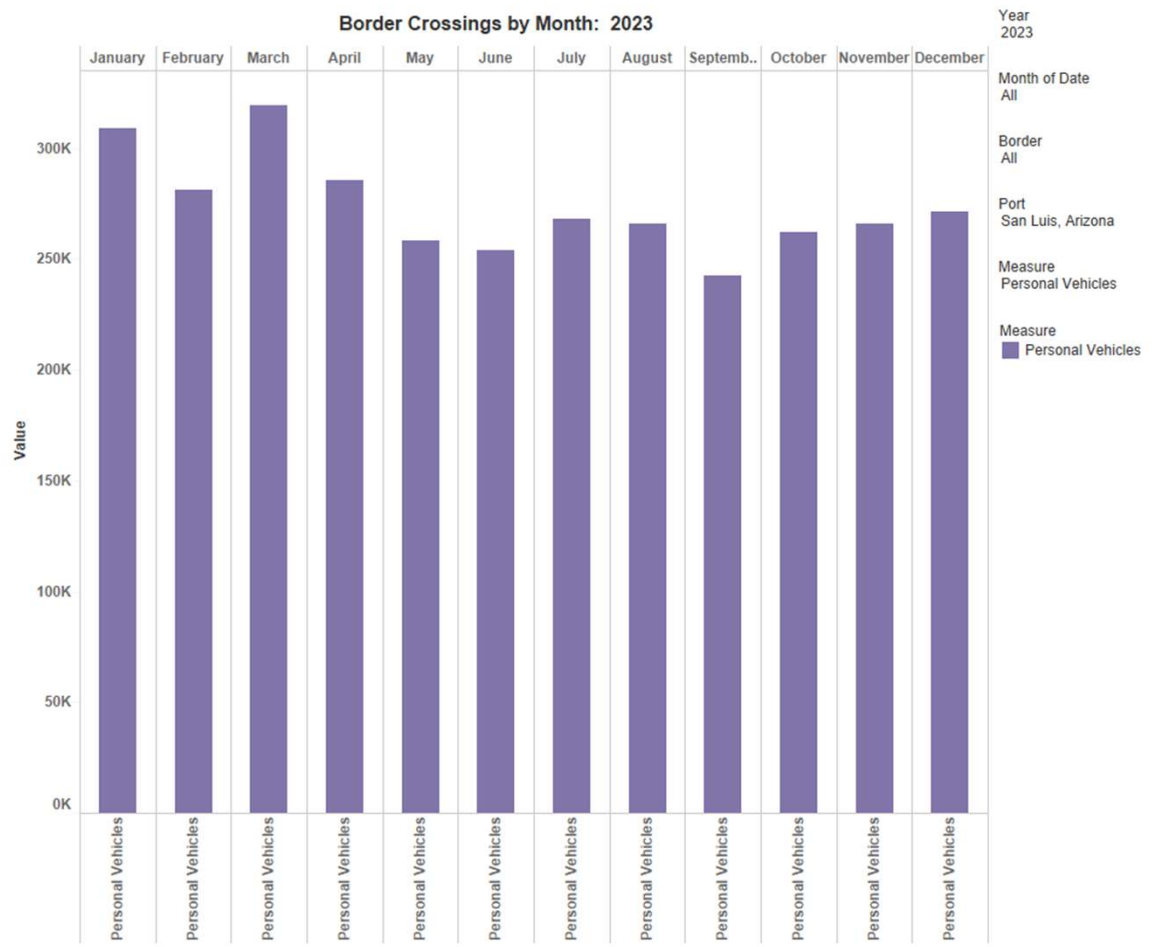
Pedestrians through San Luis I



Commercial Vehicles N.Bound @ San Luis II



Border Crossings by Month: 2023



Year
2023

Month of Date
All

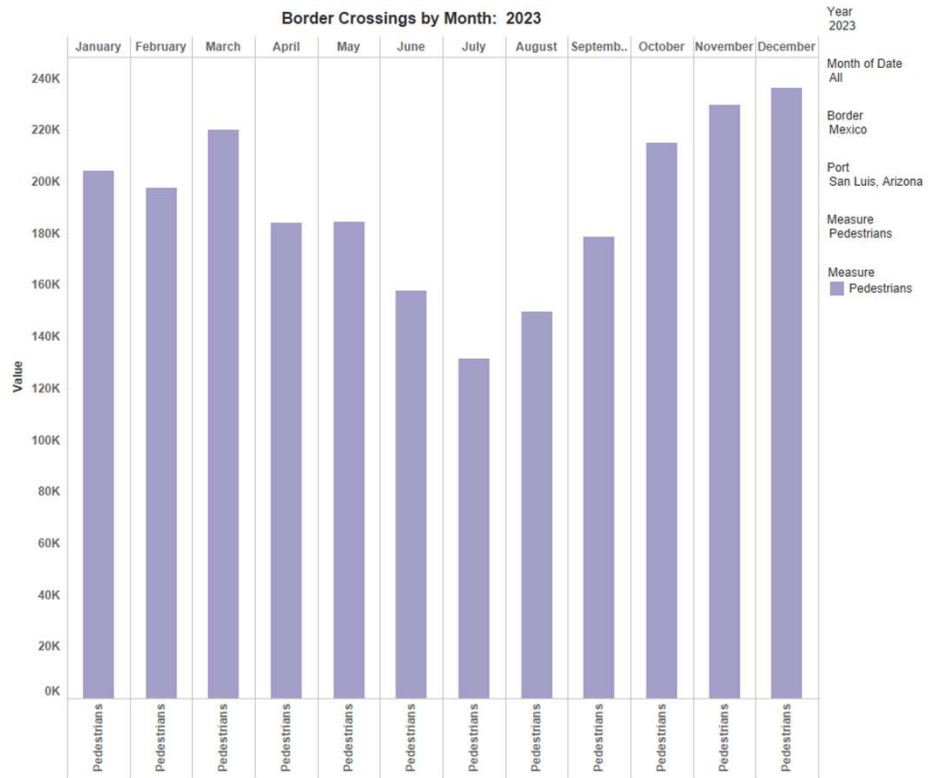
Border
All

Port
San Luis, Arizona

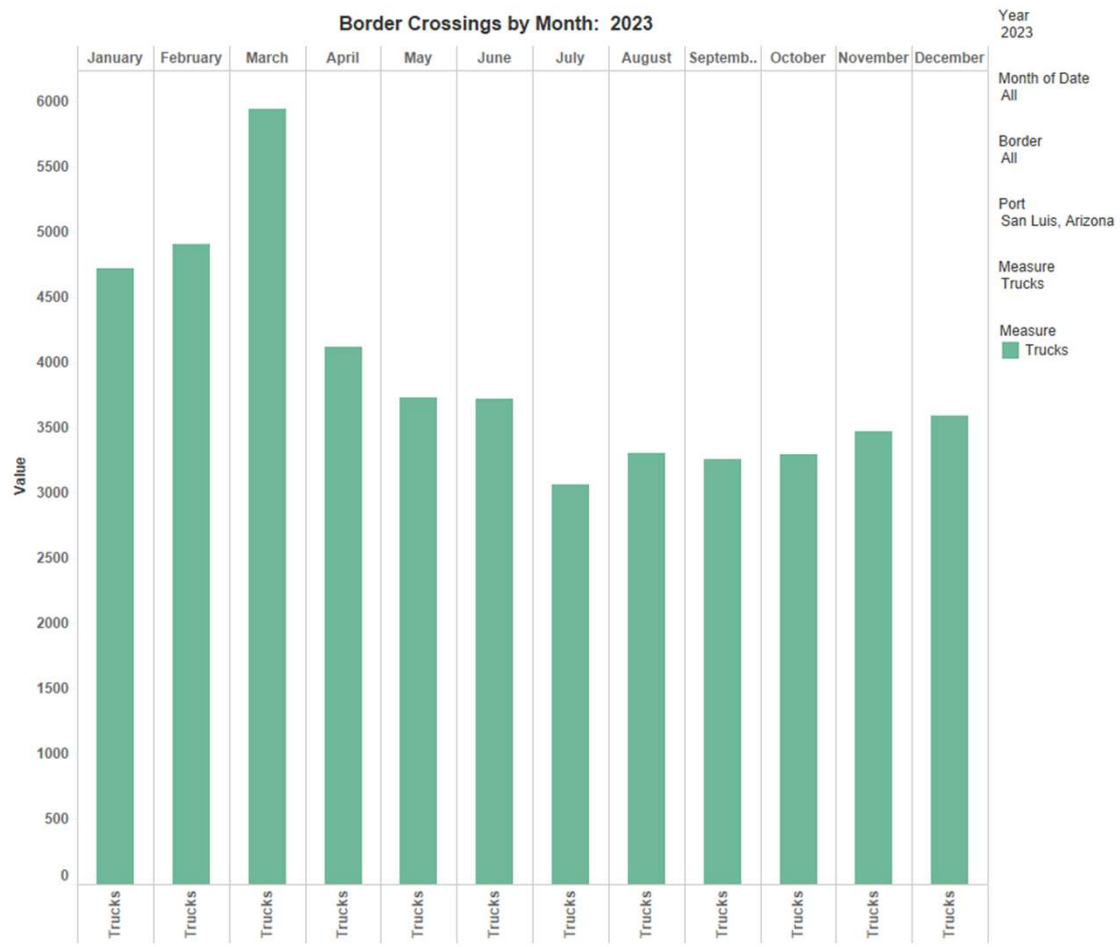
Measure
Personal Vehicles

Measure
Personal Vehicles

Border Crossings by Month: 2023



Border Crossings by Month: 2023



Year
2023

Month of Date
All

Border
All

Port
San Luis, Arizona

Measure
Trucks

Measure
Trucks

Measure
Trucks



THANK YOU

PRESENTED BY:

BUNA GEORGE

BGEORGE@GYPA.ORG

928-315-9070



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 05/08/2024

Summary

MINUTES OF

- April 10, 2024 Regular Council meeting

Attachments

4/10/2024 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 10, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Nieves Riedel
Vice Mayor Gloria Torres
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
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
Angel Ramirez, Fire Chief
Antonio Maldonado, Video Production Specialist
Armando Esparza, Director of Economic Development
Edgar Esparza, Billing & Collections Manager
Edgar Juarez, Facilities Project Coordinator
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Joel Armendariz, I.T. Help Desk Technician
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Development Services
Juan Tejeda, Associate Planner
Lizette Varela, Assistant Director of Parks & Recreation
Maria Sabori, Risk Manager
Marco Santana, Police Lieutenant
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Operations Coordinator
Roula Encinas, Acting Director of Finance
Yolanda Duerias, Facilities Supervisor
Antonio Alvarez, Resident
Cesar Neyoy, Reporter
Emmanuel Reyes, Resident
Esteban Rosales, Resident
Gary Black, Comite De Bienestar

Gabriel Garcia, Resident
Lucy Lopez, Reporter
Mark Concha, Resident
Vianey Vega, Vega & Vega Engineering
Victor Guzman, Principal Architect Innov-R
Yolanda Urias, Pastor – Centro Misionero Yireh

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

Pastor Yolanda Urias– Centro Misionero Yireh led the invocation.

4. CALL TO THE PUBLIC

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, stated that he knows that in the City of San Luis there is a fixed tax, which is considered a luxury tax as 11% is levied at most of the city's stores and establishments. This city is the only one in Arizona with the highest luxury tax. He noticed there are signs about Proposition 422, which is to establish a property tax. He asked if this proposition is approved by voters, what will happen with the 11% luxury tax? He would like to find out and maybe this can also encourage a lot of the residents to want to vote for the proposition. The signs posted are very vague and there are English speakers only in the city as well.

5. PROCLAMATIONS

- 5. A. Proclamation - National Public Safety Telecommunicators Week April 14-20, 2024**
- 5. B. Proclamation - Power Talk 21 Day April 21, 2024**
- 5. C. Proclamation - Administrative Professionals Day April 24, 2024 and Week April 21-27, 2024**
- 5. D. Proclamation - Denim Day April 24, 2024**

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

6. CONSENT AGENDA

6. A. MINUTES OF

- Regular Council meeting held March 13, 2024

6. B. DISBURSEMENTS FROM MARCH 20, 2024 TO APRIL 3, 2024

Total \$1,290,607.27

(One Million, Two Hundred Ninety Thousand, Six Hundred Seven Dollars and Twenty-Seven Cents)

MOTION: Vice Mayor Gloria Torres/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

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the appointment of poll workers for the Special Election scheduled for May 21, 2024. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, explained that currently the city has a contract with Yuma County for the provision of election services. When a Primary or General Election is ordered, the Board of Supervisors shall appoint the poll workers as deemed necessary. However, if a Special Election is ordered by the city, then the local governing body holding the election shall appoint the poll workers. Yuma County Election Services has provided a list of poll workers used in previous city elections for the City Council's review and appointment. Staff is recommending the appointment, approval and authorization for substitutions and additions as may be necessary by the Election Services Director for the May 21, 2024, Special Election.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve and appoint the poll workers as presented and to authorize substitutions and additions as may be necessary by the Election Services Director for the Special Election on May 21, 2024. 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

7. B. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to DWD Construction for the

Finance Wing Reconfiguration Project at City Hall. (Edgar Juarez, Facilities Project Coordinator)

Ms. Roula Encinas, Acting Director of Finance, stated this item is to seek the City Council's approval to accept and award a construction contract to DWD Construction for the Finance Wing Reconfiguration Project at City Hall. DWD Construction was the only company to bid.

Mr. Edgar Juarez, Facilities Project Coordinator, mentioned that the project includes general construction, plumbing, heating ventilation, air conditioning and electrical. He added that staff has been working on this project since mid November 2023. The project is composed of three (3) sections; Section 1 is the addition of three (3) offices, Section 2 is an expansion of a conference room and Section 3 is the addition of a restroom and storage room. The total amount for this project is \$100,082.02 as permitted under the city's Procurement Code Section 3.05.030-Bidding.

MOTION: Vice Mayor Gloria Torres/Council Member Luis E. Cabrera to award the contract to DWD Construction in an amount not to exceed \$100.882.02. 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

7. C. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Yuma Valley Contractors, Inc. for the construction of a new concrete two million gallon water storage tank at well site seven. (Jorge Perez, Assistant Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, indicated staff is seeking approval to award a contract to Yuma Valley Contractors, Inc., to build a concrete tank. Bids were received and in the bid for design it was included a concrete or steel tank. The concrete tank came in \$55,000.00 above the steel tank; the city has not built nor has a concrete tank, therefore staff reached out to other water districts and municipalities. The comments received are that they are pleased with the concrete tanks as they require very little maintenance.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to accept and awarded the successful bid to Yuma Valley Contractors, Inc., for the concrete

two million gallon water storage tank construction project at Well Site #7 not to exceed \$4,145,983.78 and direct staff to finalize the contract. 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

7. D. Public Hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2024-0039 - Colibri Self Storage; a request by Riedel Holdings LLC, owner, for a Conditional Use Permit from Section 18.35.030 (C)(10) of the City of San Luis Zoning Ordinance to allow a mini storage, located at 4834 E County 24th Street in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

Mayor Nieves Riedel declared a conflict of interest on this item and will abstain from participating on this item. She asked Vice Mayor Gloria Torres to take over the item.

A. Open Public Hearing

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to open the Public Hearing. Motion passed with six (6) ayes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
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

1. Presentation by staff and/or applicant

Mr. Jose Guzman, Director of Development Services, stated that this request is for a self storage unit project consisting of 83 units, which will be located at Plaza Colibri Commercial Subdivision, zoned as C-2 and requires a conditional use permit for the proposed use.

Additionally, he added that this item was presented to the Planning & Zoning Commission and they recommended approval with the conditions presented by staff.

Staff is recommending approval with the conditions that they comply with all the applicable city regulations and the trip generation memo that is required.

2. Call to the Public on this item

There were no comments from the public on this item.

B. Close Public Hearing

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to close the Public Hearing. Motion passed with six (6) ayes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
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

C. Action on Conditional Use Permit Case No. 2024-0039

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve Conditional Use Permit Case No. 2024-0039 subject to the conditions of approval as presented by staff. Motion passed with six (6) ayes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
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

7. E. Public Hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2024-0040 - Rio Colorado Fueling Systems Fuel Station; a request by Core Engineering

Group, on behalf of RL Jones Properties LLC, for a Conditional Use Permit from Section 18.40.20 (C)(1) and (10) of the City of San Luis Zoning Ordinance to allow a truck stop with a gas station and convenience store, located on the southwest corner of Vaughan Street and Port Authority Avenue in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

A. Open Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to open the Public Hearing. 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

1. Presentation by staff and/or applicant

Mr. Jose Guzman, Director of Development Services, explained that this is a request for a truck stop and a convenience store on a property zoned light industrial, located in the Magrino Subdivision. This item was presented to the Planning & Zoning Commission and recommended approval with the conditions that staff presented, which is the same conditions as in the previous item. A conditional use permit is valid for one (1) year; this applicant has applied previously for this use and the conditional use expired. The applicant is requesting for this permit to be valid for three (3) years, as they are working on the project in phases. They will be working on Phase 1 this year and want to continue with the next phases within the next three (3) years. For consistency purposes, staff has provided the motion for the one (1) required on the zoning regulations. If the City Council does not approve the three (3) year permit, then the applicant will have to reapply for the conditional use permit as any other project.

2. Call to the Public on this item

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, asked with the building like a fueling station and things of that nature, are these tanks above or below ground and what is the risk in that area should there ever be a major spill affecting the residential area adjacent to there?

Mr. Jonathan Klein, Core Engineering Group, 200 E. 16th Street, Yuma, AZ, responded that these tanks are planned to be below ground. They have an on-site capture system in case there is a spill, so that it would be held in a containment tank that could then be pumped out to a facility that would handle hazardous waste as required.

Mr. Allen Jr. made some inaudible comments.

Council Member Tadeo Azael De La Hoya asked what were the conditions in the previous permit that expired?

Mr. Guzman replied they were similar conditions including the one for the traffic study.

Council Member Tadeo Azael De La Hoya asked why is it different now from a traffic study to a trip generation memo?

Mr. Guzman explained that the trip generation memo is if the use does not generate more than 100 trips per day. A traffic study is a full blown study of the impact of the whole area, if the use is going to be more than 100 trips per day. If it does not trigger that number of trips per day, then they will just prepare a memo and that will suffice the condition.

Council Member Tadeo Azael De La Hoya asked if construction does not start until that memo is completed or what happens if a neighboring property does something similar and it does trigger more than 100 trips, who will be responsible for any necessary improvements?

Mr. Guzman responded that each development is responsible for the impact based on the use they are proposing.

Mayor Nieves Riedel commented and asked that they are asking for a permit of three (3) years, but staff is recommending one (1) year?

Mr. Guzman answered that the regulations give one (1) year time frame for them to establish the use or get the permit. The previous conditional use expired and are now requesting a three (3) year time frame to complete the two (2) phased project.

Mayor Nieves Riedel asked if a traffic study will be good three (3) years from now should a three (3) year permit be approved?

Mr. Klein explained that this development is intended to serve the industrial park and the trucks that naturally pass, so it is phased in two (2) phases so that right now it can serve the commercial vehicles that require fueling in the industrial park. They are not attracting commercial vehicles that are not naturally passing. Phase 2 is going to be for passenger vehicle fueling and a convenience store to serve the

employees in the park. Currently, they do not believe there are enough employees in the park or enough development of the park to merit building for that use, hence the three (3) year request. After two (2) years of enough development has occurred, then all of that traffic would already be in the subdivision and would be willing to provide another trip generation memo or traffic study upon application for the permit, if that is a condition that could be added.

Council Member Tadeo Azael De La Hoya asked if staff is agreeing to the three (3) year conditional use?

Mr. Guzman indicated that the item is for one (1) year. He added that staff understands the request, however based on the time that staff spends on the conditional use and the fees proposed to be charged, any changes to a conditional use triggers the entire application and process, therefore, they would rather have them apply in Phase 2 to prevent going through the entire process. Staff wants to keep consistency and stay in the one (1) year approval, staff does not agree with the three (3) year request.

Council Member Matias Rosales shared how it is done in Yuma County.

B. Close Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to close the Public Hearing. 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

C. Action on Conditional Use Permit Case No. 2024-0040

MOTION: Council Member Luis E. Cabrera/Council Member Matias Rosales to approve Conditional Use Permit Case No. 2024-0040 with the condition of an additional trip generation memo to be done in the future for three (3) years, subject to the conditions as approval as presented by staff as well. Motion passed with four (4) aye votes and three (3) nay votes by Mayor Nieves Riedel, Council Member Tadeo Azael De La Hoya and Council Member Javier Vargas.

The vote was as follows:

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

7. F. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0047F - Bienestar Estates 10 Townhomes; a request by Vega & Vega, on behalf of Comite de Bienestar, Inc., for the approval of the final plat for Bienestar Estates 10 Townhome Subdivision, located at the southeast corner of Avenue F and County 24th Street in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

Mr. Jose Guzman, Director of Development Services, stated that this request is by Vega & Vega Engineering, for the final plat of Bienestar Estates 10 Townhomes of 3.47 acres that will be divided into 31 residential lots. This property was rezoned from commercial to high medium high density residential R-2. Any high density residential requires for the development to provide amenities for the residents and these amenities requirements for maintenance are due to a Homeowners Association (HOA), this is similar to Los Mezquites Townhomes. Staff is recommending this route to be consistent with previous developments. The applicant is requesting to go a different route with improvement districts, but staff is recommending approval that they follow the common letter dated March 8, 2024. The improvement districts will mean that the city will maintain and take care of those amenities and improvements.

Mayor Nieves Riedel stated she has a problem with that, it is totally different as a Homeowners Association is what is done for a subdivision. When this is done for a subdivision, the city takes care of the streets, sidewalks, lights, parks and maintenance after two (2) years. This is a housing unit and things happen to houses, there will be cracks and issues like wear and tear. It does not matter how much money it will be collected, it will not be enough to maintain apartments. She does not believe the city is in the business to take over those responsibilities, because it will have to be done for everybody.

Mr. Guzman added that the Mezquites Townhomes does not have a private street neither does Bienestar Estates 10 Townhomes, but they require to have amenities per the zoning regulations. Examples of amenities in landscape are barbecue grills, ramada, a pool and picnic tables.

Council Member Matias Rosales stated that, that is what HOA is for, because it maintains the amenities. He added that in real estate, some of the associations just cover the maintenance of the yards and nothing to do with the building. Some other associations, especially if they are condos, those would be different. But

something like this, is like a single family per sae kind of subdivision, not a gated community.

Council Member Luis E. Cabrera asked if they are required to provide the amenities, is the city legally responsible to maintain those amenities or can the city remove them with the cost of replacement or anything like that be more than what the improvement district collects?

Mr. Guzman responded that the improvement districts can be implemented only for landscape and the retention basin but not for the actual structures or amenities.

Council Member Luis E. Cabrera commented that then the city would be paying for and would prefer not to pay for it; he asked if the city can remove the amenities and not replace them if they were to be damaged or is the city obligated to legally keep them?

Mr. Guzman indicated that it would be a city's decision, but it would not be compliant with the zoning regulations. If it was another regular subdivision, then the improvement districts could be done for the retention basin and the landscape, but since it is a higher density project, then the amenities are required.

Council Member Luis E. Cabrera asked who paid for the Alegria Park playground?

Mayor Nieves Riedel responded that fees are collected through the improvement districts, which pay for the maintenance of streets, sidewalks, lights, parks and everything else and an HOA takes care of that particular project. She added that in her view, if the rules change, it will have bad consequences in the future.

Council Member Luis E. Cabrera commented that the difference is that this is through Comite De Bienestar and is for affordable housing, where Los Mezquites is through a private entity for lucrative purposes. Affordable housing is a crisis throughout the nation and understands the high need of affordable housing, especially in this community, he will be ok with the community district.

Mr. Guzman specified this project is being done through a funding project and is for affordable housing.

Council Member Matias Rosales asked if in La Esperanza, didn't the City Council do something where the option was to keep the development, the street and the other part to be transferred over to the city?

Mr. Guzman replied it was a gated community and is different, as they will have a homeowners association that will take care of all the maintenance of the streets, the retention basin and everything.

Mayor Nieves Riedel clarified that the reason San Luis is number one in affordable housing is not just because of the non-profits, but for the contractors like them that

have dedicated their life to providing affordable safe housing for everybody. They are for profit, but they do exactly the same thing. Therefore, if the city is going to start giving free things as a city, then it should be given to everybody, because they are all meeting a need and although Comite De Bienestar is a non-profit and she is for profit, at the end of the day it is affordable housing. This is not about Comite de Bienestar, but what is going to come next, what will the city tell the next ones that want to do the same thing? The city should not be held responsible for these types of projects.

Discussion took place regarding the cost by homeowners paying for the districts, issues with the water and replacing water, problems with the sewer inside the property and HOA amongst the Mayor and City Council.

Mr. Gary Black, Comite De Bienestar, explained that they met with Ms. Kay Macuil, City Attorney, and staff and discussed charging the residents through an improvement district instead of an HOA. They find that HOAs are so unmanageable, that the district would take it through taxes and that would pay for the upkeeping of maintenance. They will set up an HOA either way, but wanted to bring that idea to the City Council, because it is a better way to maintain. The idea is to get the HOAs into the hands of something more responsible like the city. Amenities can be benches or a picnic table, but it does have grass and the idea is to maintain it through the district and not through the HOA. This is affordable housing and once an HOA fee of \$25.00, \$30.00, \$40.00 or \$50.00 is added, it kicks some people out of the market. In this particular project, they will be selling 60%, equivalent to 18 homes to people that make 80% or below area median income (AMI).

More discussion was held amongst the Mayor and Council Members regarding the HOA.

Mr. Gary Black mentioned that this should be standard for all these townhouse projects as it is a better way to go than an HOA.

Mr. Vianey Vega, Vega & Vega Engineering, explained that an improvement district is required in any subdivision created in the City of San Luis and takes care of different categories such as the retention basins and landscaping maintenance. He added that the money is assessed from the property owner and paid through the homeowners property tax that is then applied to the improvement districts. Because it is affordable housing, they are trying to avoid for the homeowner to have to make two (2) payments, which are the HOA and the improvement districts. The improvement districts are going to be created no matter what, as the landscaping and the retention basins need to be maintained. This will make prospect owners eligible for the program by only paying one (1) fee. Therefore, they are trying to combine them both into an improvement district that will take care of the landscaping, retention basin and the amenities. The amenities are in the retention basins that will include shades, picnic tables and grills that are required for this project. HOA takes care only of the common areas, from the property line in, is the responsibility of the homeowner. The common

areas are the retention basins only, the streets are dedicated streets, water and sewer are provided through the city and will not be covered by the HOA.

Mayor Nieves Riedel commented that currently there are 46 units, there are pre-sold and for people to qualify gets harder if there is an HOA fee. They started with \$90.00 and worked the numbers to make people eligible to afford it by lowering it to \$50.00. But in reality it takes more than \$50.00 for maintenance.

Council Member Matias Rosales mentioned that the idea or concept is great, but the issue is the zoning and for townhomes classification of what an amenity is required. Maybe the zoning regulations need to be amended to specify that if there are going to be projects with no cost amenities, as it will just be landscaping and maybe the district improvements.

Council Member Tadeo Azael De La Hoya asked if the paragraph on the comment letter was a Public Works paragraph, a Planning & Zoning paragraph or a Legal paragraph?

Mr. Guzman responded it is a standard Planning & Zoning language they add to a comment letter. That paragraph is in case staff missed something during the second review.

Council Member Tadeo Azael De La Hoya asked if this gives the city leniency to go either way or revoke the permit?

Mr. Guzman replied that with the motion that is being proposed, staff will follow the standard procedure unless the City Council wants to make a different motion.

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz to approve Subdivision Case No. 2024-0047F with conditions as presented by staff. Vice Mayor Gloria Torres abstained due to a possible conflict of interest. Motion passed with four (4) aye votes, one (1) nay vote by Council Member Tadeo Azael De La Hoya and two (2) abstentions by Vice Mayor Gloria Torres and Council Member Luis E. Cabrera.

The vote was as follows:

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

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

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to adjourn as City Council and convene as Board of Adjustment. 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

8. A. Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2024-0086 - First Days Care; a request by Innov-R, on behalf of GPG Estates and Associates, for a variance from the City of San Luis Zoning Ordinance Section 18.75.040 - Table No. 15 to reduce the parking required from 4 to 2 and a variance from the City of San Luis Zoning Ordinance Section 18.35.040 - Table No. 7 to reduce the minimum setback from 15 feet to 10 feet in a Neighborhood Commercial (C-1), located at 648 N 4th Avenue in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

A. Open Public Hearing

MOTION: Council Member Luis E. Cabrera/Vice Mayor Gloria Torres to open the Public Hearing. 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

1. Presentation by staff and/or applicant

Mr. Jose Guzman, Director of Development Services, stated that this is a request for a variance for the property located at 648 N. 4th Avenue. The minimum commercial lot size is 8,000 square feet and the proposed lot is approximately 3,000 square feet, this lot was divided multiple times long before the city was incorporated and no records were located of when it was divided. Staff completed an analysis and based on it, the request does not comply with the criteria requirements for a variance approval. Although, the lot is small in size, they can still build a 600 square foot building and add two (2) parking spaces and that would comply with the zoning regulations, but based on the proposed use, they will need four (4) parking spaces, therefore that is the reason why they are requesting a variance from four (4) to two (2) parking spaces.

Council Member Tadeo Azael De La Hoya asked if the city has approved similar variances alike to this for other type of businesses around the same exact area in the past?

Mr. Guzman responded that for the reduction of parking, there was one (1) for a restaurant and does not know the exact criteria as it was done before his time with the city.

There was discussion amongst the City Council and Mr. Guzman regarding the neighboring businesses, their use, conditional use permits and approvals.

Mr. Guzman added that staff is working on the redevelopment and making it more flexible for development to happen in that area. Staff is on the final stage of an overlay for the mix use.

Ms. Jenny Torres, Acting City Manager, stated that staff is following regulations and there are plans and a circulation study was done. The problem is that there are residents in the area complaining about restaurants and commercial taking over their parking. There is a plan for the city to do a residential parking program, there are some parking facilities that are close to finishing design and looking for funding.

2. Call to the Public on this item

Mr. Victor Guzman, Principal Architect Innov-R, 1247 E. California Street, San Luis, AZ, presented what they are trying to do and asked to reconsider the recommendation from staff. There is much needed use for daycare in the city; he added that in the particular property purchased by his clients they are very limited in space and are working with every single inch possible. There is a big requirement from the state for any daycare, 25 square feet or 35 square feet per child and indoor space as well as 75 square feet per child outdoor space.

Mr. Gabriel Garcia, 1350 E. Monreal Lane, San Luis, AZ, owner, explained that they met with every single resident adjacent to the their property and are 100% supportive.

Ms. Paola Garcia, 1350 E. Monreal Lane, San Luis, AZ, owner, stated that she met with the neighbors and they support their project; she obtained signatures from them who support their plan. She added that her neighbors commented the problem are not the businesses, but the people that come from Mexico and leave their cars parked up to three (3) days. There is a need for daycares in the city and she has the support from her neighbors.

Council Member Tadeo Azael De La Hoya asked if there is an occupancy limit for childcare?

Mayor Nieves Riedel responded there is and is enforced by the state.

Mr. Angel Ramirez, Fire Chief, added that it depends on the kids that they are going to serve, there is an amount of teachers that they need to have per child.

Mr. Garcia indicated that the two (2) parking spaces would be for the teachers and the kids will be dropped off on the curb and the parent would sign-off without going inside the building.

Council Member Luis E. Cabrera asked if one (1) of the parking spaces can be designated as a drop-off/pick-up location, as it is a safety issue to have children dropped off at the curb, some discussion took place on who would enforce it.

Mayor Nieves Riedel commented that before anyone buys anything and start planning, they should come to the city to obtain more information before signing and paying for any piece of land that will not work for their project.

B. Close Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to close the Public Hearing. 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

Council Member Luis E. Cabrera asked if the variance case was to be approved, they could move forward with their two (2) parking spaces instead of the four (4) and continue with their plans? The city cannot require them to designate one (1) parking space for pick-up/drop-off?

Mr. Guzman responded it is correct for the first question and on the second question, he replied he was not sure if it could be added to the motion, but it would become an enforcement issue.

C. Action on Variance Case No. 2024-0086

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Matias Rosales to approve Variance Case No. 2024-0086. Motion passed with four (4) ayes and three (3) nay votes by Council Members Luis E. Cabrera, Maria Cecilia Cruz and Javier Vargas.

The vote was as follows:

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

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

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to adjourn as Board of Adjustment and reconvene as City Council. 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

10. SUMMARY OF CURRENT EVENTS

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

Council Member Matias Rosales reported the city had the General Services Administration (GSA) update for the new port of entry. They are working ahead, they have poured the concrete pads on the first four (4) buildings. They are planning to have everything done before 2026. It would be the first energy zero emission and zero power fully sustainable Port of Entry in the United States. He added that the city welcomed the new Port Director Chris Leon who will replace Mr. Schwam.

Mayor Nieves Riedel announced that the city's Budget Retreat will take place on April 26 and 27, 2024, and invited the public to attend this retreat so they can understand the city's finances.

11. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), (4), and (7) on any and all matters regarding the lawsuit Gethsemani Food Ministry v. City of San Luis for consultation for legal advice with the city attorneys including but not limited to possible directions including contract negotiations (under subsection (4)) or land lease (under subsection (7)) allowed in executive sessions. (Kay Marion Macuil, City Attorney, Outside Counsel Cameron Artigue and Manjula Vaz or Gammage and Burnham)

MOTION: Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to go into Executive Session at approximately 7:37 p.m. 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

12. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to go back into Regular Session at approximately 8:27 p.m. 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

13. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding the approval and ratification to engage outside counsel for the lawsuit U.S. District Court for Arizona, Civil Case No. 2:24-cv-00534-ESW. (City Council and Kay Marion Macuil, City Attorney)

MOTION: Council Member Luis E. Cabrera/Council Member Gloria Torres to ratify and approve the engagement and retainer of Gammage and Brunham in the amount of \$50,000.00 under the terms of the attached March 22, 2024, engagement letter to represent and defend the City of San Luis, its officials and employees (including, without limitation, Mayor Nieves Riedel, Acting City Manager Jenny Torres, and Code Enforcer Alexis Gomez) in any and all matters in the U.S. Federal Court, Arizona, District Case No. 2:24-cv-00534-ESW. 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

14. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to adjourn the Regular Council meeting at approximately 8:28 p.m. 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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on April 10, 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

5. B.

Meeting Date: 05/08/2024

Summary

DISBURSEMENTS FROM APRIL 17, 2024 TO MAY 1, 2024

Total \$1,528,517.30

(One Million, Five Hundred Twenty-Eight Thousand, Five Hundred Seventeen Dollars and Thirty Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING MAY 08, 2024
Disbursement Report from 04/17/2024 TO 05/01/2024

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	04/17/2024	\$ 60,669.98	Schedule A
Accounts Payable Check Account	04/19/2024	\$ 456,506.40	Schedule B
Payroll Check Account	04/25/2024	\$ 484,784.83	Schedule C
Accounts Payable Check Account	04/26/2024	\$ 526,556.09	Schedule D

Total Disbursements: \$ 1,528,517.30

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

RECEIVED

MAY - 2 2024

CITY CLERK'S OFFICE

Prepared by Karla Plascencia: _____

Verified by Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____



Pay Day Register

Pay Date Range 04/19/24 - 04/19/24
Pay Batch 202455V

Pay Batch 202455V Total

Employees in Pay Batch 55

Female Employees in Pay Batch 12

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
301 - VACATION USED	2,160.0000	69,926.60	Gross	69,926.60		
Total	2,160.0000	\$69,926.60	Imputed Income		Employer Taxes	Gross Base
			FEDERAL TAX WITHHOLDING	2,371.47	MEDICARE	1,013.96
			SOCIAL SECURITY TAX	4,335.44	SOCIAL SECURITY TAX	4,335.44
			MEDICARE	1,013.96		
			STATE WITHHOLDING	1,535.75	Workers' Comp	Gross Base
			Net	\$60,669.98	Direct Deposits	Amount
					Check	\$60,669.98

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: 2024.04.18 10:52:47 -07'00'



Schedule A

Payment Register

From Payment Date: 4/15/2024 - To Payment Date: 4/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
108707	04/15/2024	Open			Accounts Payable	LOWE'S HIW, INC.	\$3,288.25		
108708	04/15/2024	Open			Accounts Payable	THE HOME DEPOT	\$1,344.14		
108709	04/16/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$514.35		
108710	04/16/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$205.92		
108711	04/16/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$337.03		
108712	04/16/2024	Open			Utility Management Refund	TORRES ROBERTO	\$169.19		
108713	04/16/2024	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$3,024.36		
108714	04/19/2024	Open			Accounts Payable	ABBEY'S PAINTING LLC	\$4,500.00		
108715	04/19/2024	Open			Accounts Payable	ACPIT HOLDING COMPANY, LLC	\$410.00		
108716	04/19/2024	Open			Accounts Payable	AFFORDABLE TOWING AND ROAD SERVICE	\$90.00		
108717	04/19/2024	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
108718	04/19/2024	Open			Accounts Payable	ARIZONA FIRE CHIEFS ASSOC.	\$750.00		
108719	04/19/2024	Open			Accounts Payable	ARROYO, BRIAN	\$325.00		
108720	04/19/2024	Open			Accounts Payable	ARTCRAFT & FOREMOST, INC.	\$683.81		
108721	04/19/2024	Open			Accounts Payable	BARAJAS, LAURA	\$150.00		
108722	04/19/2024	Open			Accounts Payable	CHAYRA, AXEL	\$175.00		
108723	04/19/2024	Open			Accounts Payable	DIVA MUSIC LLC	\$6,000.00		
108724	04/19/2024	Open			Accounts Payable	DWD CONSTRUCTION	\$96,000.00		
108725	04/19/2024	Open			Accounts Payable	FACTOR SALES, INC.	\$88.57		
108726	04/19/2024	Open			Accounts Payable	FRANK AND SON GLASS AND WINDOW TINT	\$390.00		
108727	04/19/2024	Open			Accounts Payable	G&T ALARM CO LLC	\$214.32		
108728	04/19/2024	Open			Accounts Payable	GARCIA, JESUS	\$150.00		
108729	04/19/2024	Open			Accounts Payable	GARCIA, JESUS	\$300.00		
108730	04/19/2024	Open			Accounts Payable	GILA ELECTRONIC	\$6,115.06		
108731	04/19/2024	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$1,155.78		
108732	04/19/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$106.58		
108733	04/19/2024	Open			Accounts Payable	HOWMEDICA OSTEONICS CORP	\$5,760.01		
108734	04/19/2024	Open			Accounts Payable	IPS GROUP INC	\$2,051.48		
108735	04/19/2024	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$2,596.17		
108736	04/19/2024	Open			Accounts Payable	LAACKE & JOYS COMPANY, LLC	\$4,466.74		
108737	04/19/2024	Open			Accounts Payable	LAW OFFICE OF HEATHER C. VINCI PLLC	\$8,000.00		
108738	04/19/2024	Open			Accounts Payable	LUNA, CYNTHIA	\$250.00		
108739	04/19/2024	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$5,375.00		
108740	04/19/2024	Open			Accounts Payable	MARKETINK DESIGN AND PRINTING	\$502.63		
108741	04/19/2024	Open			Accounts Payable	MOLINA, YOLANDA	\$616.00		
108742	04/19/2024	Open			Accounts Payable	OFFICE FURNITURE GROUP LLC	\$4,524.00		
108743	04/19/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$150.00		
108744	04/19/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$215.00		
108745	04/19/2024	Open			Accounts Payable	RAYMOND R CORONA OD PC	\$2,453.00		

Shelene D

Payment Register

From Payment Date: 4/15/2024 - To Payment Date: 4/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108746	04/19/2024	Open			Accounts Payable	RICO MURILLO, FRANCISCA, YESSENIA	\$125.00		
108747	04/19/2024	Open			Accounts Payable	SWI INDUSTRIAL SOLUTIONS	\$894.00		
108748	04/19/2024	Open			Accounts Payable	SWIFTCOMPLY US OPCO INC	\$4,830.00		
108749	04/19/2024	Open			Accounts Payable	TORNADO FENCE LLC	\$9,375.00		
108750	04/19/2024	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$5,530.86		
108751	04/19/2024	Open			Accounts Payable	WALKER, BARBARA	\$400.00		
108752	04/19/2024	Open			Accounts Payable	WESTWOODS OF YUMA INC.	\$1,200.00		
108753	04/19/2024	Open			Accounts Payable	XEROX CORPORATION	\$1,381.96		
108754	04/19/2024	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$809.28		
108755	04/19/2024	Open			Accounts Payable	FLOCK GROUP INC	\$498.20		
108756	04/19/2024	Open			Accounts Payable	ARCEO, DIEGO	\$268.94		
108757	04/19/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$300.98		
108758	04/19/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$285.86		
108759	04/19/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$285.86		
108760	04/19/2024	Open			Accounts Payable	CENTURYLINK	\$310.29		
108761	04/19/2024	Open			Accounts Payable	CORTEZ, DARLENE	\$81.00		
108762	04/19/2024	Open			Accounts Payable	DWD CONSTRUCTION	\$34,950.00		
108763	04/19/2024	Open			Accounts Payable	ESPARZA, ARMANDO	\$76.00		
108764	04/19/2024	Open			Accounts Payable	GIMBUT, GLENN, J.	\$498.89		
108765	04/19/2024	Open			Accounts Payable	JM PRO BUILDERS LLC	\$7,600.00		
108766	04/19/2024	Open			Accounts Payable	LOPEZ, VICTOR	\$200.00		
108767	04/19/2024	Open			Accounts Payable	RODRIGUEZ, ALEJANDRO	\$188.16		
Type Check Totals:							\$233,627.67		
61 Transactions									
<u>EFT</u>									
5251	04/15/2024	Open			Accounts Payable	STRONG, CAMERON, T	\$2,365.00		
5252	04/19/2024	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$1,320.84		
5253	04/19/2024	Open			Accounts Payable	BENCHMARK SOLUTIONS LLC	\$6,456.72		
5254	04/19/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$67.56		
5255	04/19/2024	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$532.84		
5256	04/19/2024	Open			Accounts Payable	CDWG	\$12,905.59		
5257	04/19/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$125.00		
5258	04/19/2024	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$83.15		
5259	04/19/2024	Open			Accounts Payable	CORRAL, RICARDO	\$100.00		
5260	04/19/2024	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$137.50		
5261	04/19/2024	Open			Accounts Payable	DELL MARKETING L.P.	\$245.71		
5262	04/19/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$39.85		
5263	04/19/2024	Open			Accounts Payable	FONSECA, BRIANDA	\$1,040.00		
5264	04/19/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,163.00		
5265	04/19/2024	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$561.66		
5266	04/19/2024	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$15,940.75		
5267	04/19/2024	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$7,857.20		
5268	04/19/2024	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
5269	04/19/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$517.67		
5270	04/19/2024	Open			Accounts Payable	MCCLOUGHLIN & EARDLEY GROUP, INC.	\$998.28		

Payment Register

From Payment Date: 4/15/2024 - To Payment Date: 4/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
5271	04/19/2024	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$43,704.58			
5272	04/19/2024	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$2,321.00			
5273	04/19/2024	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$9,638.00			
5274	04/19/2024	Open			Accounts Payable	POLAR COOLING LLC	\$19,636.00			
5275	04/19/2024	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$2,294.00			
5276	04/19/2024	Open			Accounts Payable	RDO EQUIPMENT CO.	\$57,822.56			
5277	04/19/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$173.41			
5278	04/19/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$250.00			
5279	04/19/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$1,030.00			
5280	04/19/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$294.12			
5281	04/19/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$102.50			
5282	04/19/2024	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$220.02			
5283	04/19/2024	Open			Accounts Payable	WESCO DISTRIBUTION INC	\$4,859.01			
5284	04/19/2024	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$555.83			
5285	04/19/2024	Open			Accounts Payable	WILLDAN ENGINEERING	\$6,701.18			
5286	04/19/2024	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$6,614.84			
5287	04/19/2024	Open			Accounts Payable	YUMA SUN INC	\$541.35			
5288	04/19/2024	Open			Accounts Payable	YUMA WINNELSON CO.	\$9,208.47			
5290	04/19/2024	Open			Accounts Payable	FRUTH GROUP INC	\$98.66			
5291	04/19/2024	Open			Accounts Payable	POLAR ICE LLC	\$188.21			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							40 Transactions	\$222,878.73		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	61	\$233,627.67	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 4/15/2024 - To Payment Date: 4/19/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total	61	\$233,627.67	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	40	\$222,878.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	40	\$222,878.73	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	101	\$456,506.40	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	101	\$456,506.40	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	61	\$233,627.67	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	61	\$233,627.67	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	40	\$222,878.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	40	\$222,878.73	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	101	\$456,506.40	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	101	\$456,506.40	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD
 Date: 2024.04.19 00:07:39 -07'00'



Pay Day Register

Pay Date Range 04/06/24 - 04/19/24

Pay Batch 202409

Pay Batch 202409 Total

Employees in Pay Batch 328

Female Employees in Pay Batch 93

Hours	Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
23,922.6250	100 - REGULAR		574,612.34	Gross	698,619.07	ASRS ALTERNATE	512.29	5,128.00
124.3100	1001 - LEAVE WITHOUT PAY		.00	Imputed Income		AZ STATE RETIREMENT	49,613.41	408,677.21
18.7500	1007 - ON CALL WORKED HOURS		379.11	FEDERAL TAX WITHHOLDING	40,901.23	DENTAL = FAMILY	417.90	.00
390.8569	1009 - PART TIME		8,005.57	SOCIAL SECURITY TAX	43,314.47	LONG TERM DISABILITY	612.99	408,677.21
130.5000	1010 - PART TIME FIREFIGHTERS		2,504.83	MEDICARE	10,129.75	MEDICAL MEX ONLY - EE &	1,944.80	.00
28.0000	105 - MILITARY LEAVE		732.48	STATE WITHHOLDING	13,003.68	MEDICAL MEX ONLY - EE &	5,163.40	.00
874.2500	201 - OVERTIME		32,256.65	24-7 GET FIT- GYM	1,350.00	MEDICAL MEX ONLY - EE &	1,414.40	.00
531.0000	202 - OP STONE GARDEN- O.T.		26,459.28	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE ONLY	440.80	.00
291.3000	2023 - FMLA - SICK LEAVE		7,935.00	AM. FIDELITY- ACCIDENT-POST	34.39	MEX & US HEALTH = EE	56,250.12	.00
61.8500	2024 - FMLA - VACATION LEAVE		1,535.92	AM. FIDELITY- ACCIDENT-PRE	429.60	MEX ONLY DENTAL - EE &	142.40	.00
21.5000	203 - DUI ABATEMENT		940.34	AM. FIDELITY- CANCER-POST	28.00	MEX ONLY DENTAL - EE &	341.64	.00
9.0000	2036 - MARSHALS OT		366.66	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	106.80	.00
90.8000	2038 - FMLA - LEAVE WITHOUT		.00	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	65.12	.00
70.5000	210 - SRO		2,210.19	AM. FIDELITY- GHI- PRE TAX	237.19	PSPRS - ALTERNATE	283.38	3,542.20
1,293.7399	300 - VACATION EARNED		.00	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS FIRE DB NORM - TIER 1	9,208.33	70,131.86
634.2500	301 - VACATION USED		16,047.39	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS FIRE DB NORM - TIER 2	617.02	4,699.36
1,218.7500	400 - SICK EARNED		.00	AZ COPS - SLPD	520.00	PSPRS FIRE DB NORM - TIER 3	4,851.37	50,746.52
162.8000	405 - SCHEDULED SICK LEAVE		3,393.77	AZ STATE RETIREMENT	49,613.41	PSPRS POLICE DB NORM - TIER	6,999.66	74,227.91
520.6900	406 - UNSCHEDULED SICK LEAVE		11,243.74	BORDER GYM - GYM	300.00	PSPRS POLICE DB NORM - TIER	1,280.57	13,579.73
24.0000	501 - WC PUBLIC SAFETY USED		583.92	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	4,396.30	45,986.38
.0000	502 - ON CALL PAY I.T.		100.00	DEFERRED COMP - ROTH	775.00	STANDARD LIFE	2,757.86	.00
670.2000	503 - STAND-BY PAY		1,340.40	DEFERRED COMP - ROTH	309.21	STANDARD LTD	1,359.88	251,090.90
.0000	806 - TELEPHONE STIPEND		1,150.00	DEFERRED COMPENSATION	2,940.00	STANDARD STD	5,274.93	.00
36.0000	809 - RETRO PAY		807.84	DEFERRED COMPENSATION	946.81	U.S. MEX DENTAL - EE &	382.56	.00
27.2500	900 - COMPENSATION EARNED		.00	FOP/ALC	405.00	U.S. MEX DENTAL - EE &	95.64	.00
20.5000	921 - STEP OVERTIME		885.26	GARNISHMENT - CHILD	3,173.51	US & MEX DENTAL - EE	3,082.56	.00
.0000	923 - BORDER FITNESS - GYM		300.00	IAFF- FIRE DEPT	1,625.00	US & MEX HEALTH = C	16,983.75	.00
24.0000	924 - AMBULANCE - REGULAR		602.88	LEGAL SHIELD	59.31	US & MEX HEALTH = FAMILY	23,010.99	.00
.0000	932 - 24-7 GET FIT - GYM		1,350.00	LONG TERM DISABILITY	612.99	US & MEX HEALTH = SP	2,911.50	.00
.0000	965 - PD - STAND-BY PAY		2,070.00	MANHATTANLIFE ASSURANCE	114.08	VISION - SINGLE	1,181.70	.00
402.7500	967 - FD - SPECIAL ASSIGNEMNT		805.50	MASS MUTUAL - LIFE	9.77	VSP- VISION	618.12	.00
31,600.1718	Total		\$698,619.07	MEX ONLY DENTAL - EE &	183.20	WC PSPRS 20.78	121.34	583.92
				MEX ONLY DENTAL - EE &	439.56	Total	\$202,443.53	
				MEX ONLY DENTAL - EE &	137.40			
				MEX ONLY HEALTH - EE & CH	570.46	Employer Taxes		Gross Base
				MEXICO ONLY HEALTH - EE &	1,514.60	MEDICARE	10,129.75	698,619.07
				MEXICO ONLY HEALTH - EE &	414.88	SOCIAL SECURITY TAX	43,314.47	698,619.07
				MISCELLANEOUS	130.00	SUTA/UNEMPLOYMENT	3,993.86	665,643.58
				NEW YORK LIFE - LIFE INS	36.49	Total	\$57,438.08	

Schedule C



Pay Day Register

Pay Date Range 04/06/24 - 04/19/24

Pay Batch 202409

PAC FUND- FIRE DEPT.	139.00	.00
PS DEFERRED COMP - ROTH	320.00	.00
PS DEFERRED COMP TIAA -	188.34	4,774.46
PS DEFERRED COMPENSATION	680.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,444.81	58,102.19
PSPRS FIRE DB RATE - TIER 1b	964.94	12,613.59
PSPRS FIRE DB RATE - TIER 2	359.50	4,699.36
PSPRS FIRE DB RATE - TIER 3	4,851.37	50,746.52
PSPRS POLICE DB RATE - TIER	4,079.22	53,323.01
PSPRS POLICE DB RATE - TIER	1,599.23	20,904.90
PSPRS POLICE DB RATE - TIER 2	1,038.85	13,579.73
PSPRS POLICE DB RATE - TIER 3	4,396.30	45,986.38
STANDARD LIFE ADDTNL	898.35	.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	540.57	.00
US & MEX HEALTH = C	4,981.90	.00
US & MEX HEALTH = FAMILY	6,787.64	.00
US & MEX HEALTH = SP	904.04	.00
VSP - VISION CHILDREN	236.98	.00
VSP - VISION FAMILY	348.50	.00
VSP - VISION SPOUSE	125.46	.00
Net	<u>\$484,784.83</u>	

<u>Workers' Comp</u>		<u>Gross Base</u>
Ambulance EMT Search &	2,925.53	61,590.49
ANIMAL CONTROL OFFICERS	48.95	2,175.79
ATTORNEY- ALL & CLERICAL-	63.43	28,829.72
AUTO SERVICE/ REPAIR	295.04	10,575.20
BUILDING- NOC OPER BY	535.14	14,782.71
BUS COMPANY AND DRIVERS	83.99	1,521.60
CLERICAL OFFICE/ LIBRARY/ Electrician	393.28	163,864.60
Electrician	68.58	2,184.00
FIREFIGHTERS & DRIVERS	3,418.97	71,977.97
GARBAGE/ ASH/ REFUSE	652.29	10,436.63
Homemaker Service	45.50	1,986.61
MUNICIPAL/ TOWN/	719.93	41,139.08
PARKS- NOC ALL EMPLOYEES	865.51	27,920.05
POLICE OFFICERS	7,214.36	151,881.78
RECREATION- ALL EMPLOYEES/	320.67	23,407.26
SEWAGE DISPOSAL/ PLANT	1,018.76	29,615.00
Street or Road Construction	2,618.78	29,657.69
WATERWORKS OPERATIONS	870.05	25,072.89
Total	<u>\$22,158.76</u>	

<u>Direct Deposits</u>		<u>Amount</u>
1st Bank Yuma		44,948.07
ACADEMY BANK		2,689.43
AVENIR FINANCIAL		38,992.82
Bank of America		7,177.33
Bank of America CA		1,103.46
Bankcorp		200.00
CAPITAL ONE		693.40
Charles Sch		250.00
Chase Bank		220,152.81
CHASE BANK CA		1,326.01
CHASE BANK MORGAN		2,681.20
CHASE BANK TX		2,272.11
chase centro		1,811.05
discover		400.00
FF CREDIT UNION		2,095.70
FIDELITY		303.11
FIREFIGHTER FIRST CREDIT UNION		8,038.47
HUGHES FCU		2,024.13
MECHNICS BANK		1,392.94
National Bank		1,281.91

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: 2024.04.25 11:53:20 -07'00'



Pay Day Register

Pay Date Range 04/06/24 - 04/19/24

Pay Batch 202409

Navy Federal	27,345.35
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	844.95
PATHWARD	2,447.14
SOFI BANK	937.62
Sunbank	1,836.34
THE FOOTHILLS BANK	680.28
VANTAGE WEST	1,783.82
WASHINGTON FEDERAL	1,093.93
Wells Fargo	96,430.42
WELLS FARGO CA	3,693.25
WELLS FARGO YUMA	2,858.53
Total	<u>\$479,905.58</u>
Check	\$4,879.25

Payment Register

From Payment Date: 4/22/2024 - To Payment Date: 4/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
108768	04/25/2024	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$127.09		
108769	04/26/2024	Open			Accounts Payable	ARIZONA STATE TREASURER	\$32,386.97		
108770	04/26/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$6,514.65		
108771	04/26/2024	Open			Accounts Payable	CARLOS, FERNANDO	\$850.00		
108772	04/26/2024	Open			Accounts Payable	CENTURYLINK	\$458.78		
108773	04/26/2024	Open			Accounts Payable	CENTURYLINK	\$70.36		
108774	04/26/2024	Open			Accounts Payable	EMAZON, JESUS	\$336.00		
108775	04/26/2024	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$50,000.00		
108776	04/26/2024	Open			Accounts Payable	GARCIA, JESUS	\$1,560.00		
108777	04/26/2024	Open			Accounts Payable	GARCIA, JESUS	\$150.00		
108778	04/26/2024	Open			Accounts Payable	GARCIA, JESUS	\$348.00		
108779	04/26/2024	Open			Accounts Payable	KEYCAFE (US) INC	\$1,188.00		
108780	04/26/2024	Open			Accounts Payable	LA BODEGA, LLC	\$115.70		
108781	04/26/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$144.00		
108782	04/26/2024	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$4,000.00		
108783	04/26/2024	Open			Accounts Payable	NIEBLA, JORGE LUIS	\$150.00		
108784	04/26/2024	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$992.77		
108785	04/26/2024	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$4,915.94		
108786	04/26/2024	Open			Accounts Payable	QUINONES TIRES LLC	\$25.00		
108787	04/26/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$348.00		
108788	04/26/2024	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$150.00		
108789	04/26/2024	Open			Accounts Payable	ROLLS AND BOWLS LLC	\$253.84		
108790	04/26/2024	Open			Accounts Payable	SAN LUIS AZ NEWS	\$719.63		
108791	04/26/2024	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$34,496.12		
108792	04/26/2024	Open			Accounts Payable	THE HOME DEPOT	\$987.14		
108793	04/26/2024	Open			Accounts Payable	TORRES, JESUS, A	\$200.00		
108794	04/26/2024	Open			Accounts Payable	TORRES, OMAR	\$700.00		
108795	04/26/2024	Open			Accounts Payable	US POST MASTER	\$2,595.57		
108796	04/26/2024	Open			Accounts Payable	XEROX CORPORATION	\$46.43		
108797	04/26/2024	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$168.00		
108798	04/25/2024	Open			Accounts Payable	FOP/ALC	\$405.00		
108799	04/25/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$520.00		
108800	04/25/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,407.97		
108801	04/25/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
108802	04/25/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$139.00		
108803	04/25/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,625.00		
108804	04/26/2024	Open			Accounts Payable	BOJORQUEZ, JESUS	\$200.00		
108805	04/26/2024	Open			Accounts Payable	CENTURYLINK	\$5,831.22		
108806	04/26/2024	Open			Accounts Payable	CONTRERAS, ALFONSO	\$130.08		
108807	04/26/2024	Open			Accounts Payable	CORNEJO, LAURA	\$119.24		
108808	04/26/2024	Open			Accounts Payable	CORTEZ, DARLENE	\$17.00		

Schedule D

Payment Register

From Payment Date: 4/22/2024 - To Payment Date: 4/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108809	04/26/2024	Open			Accounts Payable	HERNANDEZ, JESUS, A	\$143.00		
108810	04/26/2024	Open			Accounts Payable	JUAREZ, NANCY	\$89.57		
108811	04/26/2024	Open			Accounts Payable	MORENO, PEDRO	\$200.00		
108812	04/26/2024	Open			Accounts Payable	NUNO, JAVIER	\$160.00		
108813	04/26/2024	Open			Accounts Payable	RUIZ, OSCAR	\$160.00		
Type Check Totals:									
EFT									
5292	04/26/2024	Open			Accounts Payable	AB ROOFING EXPERTS INC	\$3,734.92		
5293	04/26/2024	Open			Accounts Payable	ALSCO, INC	\$1,254.91		
5294	04/26/2024	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$1.64		
5295	04/26/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,282.40		
5296	04/26/2024	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$507.21		
5297	04/26/2024	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$244.00		
5298	04/26/2024	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$551.04		
5299	04/26/2024	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$297.30		
5300	04/26/2024	Open			Accounts Payable	CORRAL, RICARDO	\$45.00		
5301	04/26/2024	Open			Accounts Payable	FONSECA, BRIANDA	\$1,063.20		
5302	04/26/2024	Open			Accounts Payable	KP VENTURES WELL DRILLING & PUMP CO LLC	\$181,260.00		
5303	04/26/2024	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$294.20		
5304	04/26/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,365.85		
5305	04/26/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$82.53		
5306	04/26/2024	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$145.00		
5307	04/26/2024	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$5,600.00		
5308	04/26/2024	Open			Accounts Payable	RM GRAPHICS	\$45.53		
5309	04/26/2024	Open			Accounts Payable	SAM'S CLUB	\$3,591.81		
5310	04/26/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$203.81		
5311	04/26/2024	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,051.97		
5312	04/26/2024	Open			Accounts Payable	STRONG, CAMERON, T	\$19,191.00		
5313	04/26/2024	Open			Accounts Payable	VIKING PAINTING LLC	\$145,412.70		
5314	04/26/2024	Open			Accounts Payable	POLAR ICE LLC	\$150.01		
5315	04/26/2024	Open			Accounts Payable	PURCHASE POWER	\$1,020.99		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	\$158,159.07	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	46	\$158,159.07	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	24	\$368,397.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	24	\$368,397.02	\$0.00

Payment Register

From Payment Date: 4/22/2024 - To Payment Date: 4/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	70	\$526,556.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	70	\$526,556.09	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	46	\$158,159.07	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	46	\$158,159.07	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	24	\$368,397.02	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	24	\$368,397.02	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	70	\$526,556.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	70	\$526,556.09	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2024.04.25 18:52:26 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 05/08/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the fiscal year 2023-2024 budget for City Council's contracts. **(Jenny Torres, Acting City Manager)**

SUMMARY:

At the April 27, 2024, Budget meeting, the Acting City Manager presented a budget of \$473,490.00 for the City Council's Contractual Services. The breakdown of the total is shown on the Administration's slide attached here and also presented at the April 27, 2024, Budget Meeting. It shows the prior budget of \$595,000.00. The presented budget saves \$121,510.00.

The Mayor wishes to discuss the Greater Yuma Economic Development Corporation at a future City Council Meeting. Having received no other input, the remainder of the budget for Council's Contractual Services General Ledger #80000 is on the consent agenda for approval. The calculation for the consent agenda is as follows:

\$473,490.00, the total budget presented minus \$67,000 for Greater Yuma Economic Development Corporation equals **\$406,490.00**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE \$406,490.00 FOR THE CITY COUNCIL'S CONTRACTUAL SERVICES AND RESERVE DISCUSSION AND POSSIBLE ACTION REGARDING BUDGETING FOR THE GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION FOR A FUTURE COUNCIL MEETING.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$406,490.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

This Agenda Item budgets the City Council's Contractual Services for the fiscal year 2024-2025, except for a pending decision on \$67,000.00 for the Greater Yuma Economic Development Corporation

Attachments

Slide

Council Contributions!

4Fronted	1.00	\$10,000.00	\$10,000.00	\$17,170.00
Amberly's Place	1.00	\$50,000.00	\$50,000.00	\$50,000.00
AWC Small Business Development Center	1.00	\$18,500.00	\$18,500.00	\$0.00
AZ Interagency Farmworkers Coalition	1.00	\$7,000.00	\$7,000.00	\$0.00
Chicano Art Collective	1.00	\$5,000.00	\$5,000.00	\$0.00
Children's Museum of Yuma County	1.00	\$11,000.00	\$11,000.00	\$0.00
Comite de Bien Estar - Cancer Support Group	1.00	\$5,000.00	\$5,000.00	\$0.00
Comite de Bien Estar - Cesar Chavez Life & Legacy Celebration	1.00	\$5,000.00	\$5,000.00	\$0.00
Comite de Bien Estar - Southwest Off-Road Series	1.00	\$5,000.00	\$5,000.00	\$0.00
Greater Yuma Port Authority	1.00	\$50,000.00	\$50,000.00	\$0.00
GYEDC - Greater Yuma Econ. Dev. Corporation	1.00	\$67,000.00	\$67,000.00	\$67,000.00
Humane Society of Yuma (Kennel Vaccination & Spray Neuter)	1.00	\$65,000.00	\$65,000.00	\$65,000.00
PPEP	1.00	\$20,000.00	\$20,000.00	\$0.00
Ramirez Advisors Consulting Services (fees & travel exp)	1.00	\$96,500.00	\$96,500.00	\$96,500.00
YCIPTA - YCAT	1.00	\$135,000.00	\$135,000.00	\$137,820.00
Yuma Co. Arts & Culture Group - San Luis Film Festival	1.00	\$5,000.00	\$5,000.00	\$0.00
Yuma Community Food Bank	1.00	\$40,000.00	\$40,000.00	\$40,000.00
			\$595,000.00	\$473,490.00



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. D.

Meeting Date: 05/08/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with the Arizona Interagency Farmworkers Coalition, Inc. for scholarships for students who are residents of San Luis for secondary education. **(Kay Marion Macuil, City Attorney and Jenny Torres, Acting City Manager)**

SUMMARY:

Service: Arizona Interagency Farmworkers Coalition, Inc. ("AIFC") is a non-profit organization whose primary focus is to coordinate efforts for migrant and seasonal agricultural workers in Arizona. Each year, AIFC awards scholarships to students from migrant families. In past years, the city's agreements with AIFC always required funds to go to San Luis residents seeking post-secondary education, and numerous San Luis students have benefited from a Scholarship to help with their secondary education.

Compliance: On May 18, 2023, at the San Luis High School Senior Award Night, AIFC used the city's funding from the 2022-2023 fiscal year to award deserving San Luis students scholarships. Staff verified compliance, but the names are not made public here to protect against undue publicity concerns and because some recipients are still minors. However, three recipients were from San Luis High School in the scholarship amounts of \$2,000, \$2,000, and \$500. AIFC used other funding (not from the city) to award a fourth San Luis High School student with a \$500.00 scholarship. AIFC awarded a Portable Practical Educational Preparation (PPEP) High School student \$1,000 and an Arizona Western College student \$500 from San Luis. AIFC used all \$6,000 of the contracted amount on the scholarships without using any of it to promote the scholarships.

Contract Amount: On July 19, 2023, this contract was on the City Council's consent agenda. However, the dollar amount was inadvertently left blank because originally it was not on the consent agenda. On January 24, 2024, the City Council approved a budget transfer to fund the contract for the AIFC request for \$6,000.00. The city has entered into contracts with AIFC for the past three (3) years. For the fiscal year ending in 2021 and 2022, the amount contracted was \$5,000 in both years. For the fiscal year ending in 2023, the amount contracted was \$6,000.00.

Motion: The staff prepared a motion of approval for \$6,000 to make the record absolutely clear. The 2024 Seniors Awards Night is Thursday, May 16, 2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH ARIZONA INTERAGENCY FARMWORKERS COALITION IN THE AMOUNT OF \$6,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$6,000.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is budget capacity for the fiscal year 2023-2024 for the requested \$6,000.00. On January 24, 2024, the Council GL account for Contractual Services 100-110-80000 was funded from Council Contingency to fund this \$6,000 amount.

Attachments

July 19, 2023 Agenda Item
January 24, 2024 Agenda Item
January 24, 2024 Relevant Minutes
July 19, 2023 Minutes



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6.C.

Meeting Date: 07/19/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a proposed contract with the Arizona Interagency Farmworkers Coalition, Inc. with the dollar amount to be determined by City Council for scholarships for students who are residents of San Luis for secondary education. (**Jenny Torres, Acting City Manager**)

SUMMARY:

Service: Arizona Interagency Farmworkers Coalition, Inc. ("AIFC") is a non-profit organization whose primary focus is to coordinate efforts for migrant and seasonal agricultural workers in Arizona. Each year, AIFC awards scholarships to students from migrant families. In past years, the city's agreements with AIFC always required funds to go to San Luis residents seeking post-secondary education, and numerous San Luis students have benefited from a Scholarship to help with their secondary education.

Compliance: On May 18, 2023, at the San Luis High School Senior Award Night, AIFC used the city's funding from the 2022-2023 fiscal year to award deserving San Luis students scholarships. Staff verified compliance, but the names are not made public here to protect against undue publicity concerns and because some recipients are still minors. However, three recipients were from San Luis High School in the scholarship amounts of \$2,000, \$2,000, and \$500. AIFC used other funding (not from the city) to award a fourth San Luis High School student with a \$500.00 scholarship. AIFC awarded a Portable Practical Educational Preparation (PPEP) High School student \$1,000 and an Arizona Western College student \$500 from San Luis. AIFC used all \$6,000 of the contracted amount on the scholarships without using any of it to promote the scholarships.

Funding Source	Student of	Amount
San Luis	San Luis High School	\$2,000
San Luis	San Luis High School	\$2,000
San Luis	San Luis High School	\$ 500
San Luis	PPEP	\$1,000
San Luis	AWC	\$ 500
AIFC	San Luis High School	\$ 500
Total		\$6,500

Proposed Contract: If the decision is to continue to fund the AIFC, staff has prepared a contract but has left the amount blank. In prior years, \$150 was allowed to promote the scholarships. However, AIFC has always used 100% of the dollars budgeted for scholarships, so that provision was eliminated. This year, the proposed contract is limited to San Luis High School students to ease city residency verification in the City of San Luis. The AIFC request \$6,000.00

Amount: The city has entered into contracts with AIFC for the past three (3) years. For the fiscal year ending in 2021 and 2022, the amount contracted was \$5,000 in both years. For the fiscal year ending in 2023, the amount contracted was \$6,000.00.

Motion: The staff prepared a motion of approval leaving the amount blank, but the staff is neutral on whether to approve or deny funding because the item is part of the City Council's budget and not part of any operational departments' budget.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH ARIZONA INTERAGENCY FARMWORKERS COALITION IN THE AMOUNT OF \$_____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes, if funded
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	To Be Determined
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

If funding is approved, there is budget capacity for the fiscal year 2023-2024 for the requested \$6,000.00.

Attachments

Proposed Contract AIFC



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 01/24/2024

Department Head: Roula Encinas, Finance Operations Manager, Finance Department

Submitted By: Roula Encinas, Acting Director of Finance, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of budget transfer from City Council Contingency to City Council Contractual Services accounts. **(Roula Encinas, Acting Director of Finance)**

SUMMARY:

This agenda item seeks the City Council's approval for the transfer of funds from the City Council Contingency account to the City Council Contractual Services account.

On July 19th, 2023, and July 26th, 2023, the City Council approved funding and cash calls for the various agreements for FY2024, as follows:

- Greater Yuma Port Authority for \$50,000.00
- 4FrontED for \$8,789.20
- The Small Business Development Center for \$13,630.00
- Greater Yuma Economic Development Corporation for \$63,763.00
- Arizona Interagency Farmworkers Coalition for \$6,000.00

Initially, the funds for these agreements were allocated within the City Council Contingency account. The current requirement is to transfer these funds to the City Council Contractual Services account. This aligns with the financial policy of the City of San Luis. The transfer will ensure that funds are accurately accounted for in the category of contractual services. Furthermore, this action adheres to the budgetary protocols and maintains fiscal discipline, ensuring that the city's financial resources are managed effectively.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET TRANSFER FOR \$142,190.00 TO ALLOCATE THE FUNDING OF THESE AGREEMENTS FROM THE CITY CONTINGENCY ACCOUNT TO THE CITY CONTRACTUAL SERVICES ACCOUNT FOR FY2024.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$142,190.00
BUDGETED AMOUNT:	\$506,450.00
AVAILABLE AMOUNT TO TRANSFER:	\$425,120.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact

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

The Finance Department is requesting the budget transfer from the City Contingency GL account 100-110-81000 to the City Council Contractual Services GL account 100-110-80000 for \$142,190.00 to allocate the proper expenses for these approved agreements.

APPROVED by Council

Date: 2/28/24

Clerks Office: M Lopez

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 24, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Nieves Riedel
Vice Mayor Gloria Torres
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya (at 6:02 p.m.)
Council Member Matias Rosales
Council Member Javier Vargas

ABSENT: Council Member Luis E. Cabrera

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Antonio Maldonado, Video Production Specialist
Domingo Sosa, Graphics and Media SPecialist
Emmanuel Botello, Police Lieutenant
Edgar Esparza, Billing & Collections Manager
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Development Services
Juan Tejeda, Associate Planner
Lizette Varela, Acting Director of Parks & Recreation
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Operations Coordinator
Roula Encinas, Finance Operations Manager
Ruben Lopez, Information Technology Technician
Albert Leon, Resident
Angelica Torres, Resident
Brian De La Hoya, Resident
Lorena Sanchez Martinez, Resident
Maria De Jesus Juarez, Resident
Maria Nuñez, Resident

6. B. DISBURSEMENTS FROM DECEMBER 30, 2023 TO JANUARY 18, 2024

Total \$1,685,326.09

(One Million, Six Hundred Eighty-Five Thousand, Three Hundred Twenty-Six Dollars and Nine Cents)

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya 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 Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the approval of budget transfer from City Council Contingency to City Council Contractual Services accounts. (Roula Encinas, Acting Director of Finance)

Ms. Roula Encinas, Acting Director of Finance, stated that the agenda item seeks approval to process the budget transfer from City Council Contingency Account to City Council Contractual Services Account. The agreements approved by the City Council in July 2023 were for the Greater Yuma Port Authority (GYPA), 4FrontED, Small Business Development Center, Greater Yuma Economic Development Corporation (GYEDC) and Arizona Interagency Farmworkers Coalition. The funds were allocated in the City Contingency Account at the time the budget was adopted. In order to record expenses accordingly, staff is asking for the City Council's approval to proceed with the budget transfer.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the budget transfer for \$142,190.00 to allocate the funding of these Agreements from the City Contingency Account to the City Contractual Services Account for FY2024. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	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

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 19, 2023
6:00 p.m.

APPROVED by Council
Date: 8/9/2023
Clerks Office: 20

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya – arrived at 6:05 pm
Council Member Gloria Torres
Council Member Javier Vargas

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alicia Zermeño Aguirre, Magistrate
Antonio Maldonado, Video Production Specialist
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jose Luis Cisneros, Acting Director of Parks & Recreation
Miguel Alvarez, Chief of Police
Monica Castro, Director of Finance
Olivia Jenkins, Operations Coordinator
Rogelio Martinez, Administrative Coordinator
Ruben Lopez, I.T. Technician
Abraham Andrade, Bowls & Rolls Sushi
Brian De La Hoya, Resident
Elizabeth Carpenter, Developer
Fernando Quiroz, Arizona Interagency Farmworkers Coalition
Greg LaVann, Greater Yuma Economic Development Corporation
Jessie Lopez, PPEP YouthBuild
Juan Lomeli, Deacon Saint Jude Catholic Church
Leticia Aragon, Bella Fashion
Luisa Arreola, Resident

Mari Carmen Lopez, Small Business Development Center
Mark Concha, Resident
Nydia Mendenhall, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. INVOCATION

Mr. Juan Lomeli – Deacon San Judas Tadeo Catholic Church led the invocation.

4. CALL TO THE PUBLIC

Mr. Wes Lord, 4169 E. Los Olivos Dr., San Luis, AZ, stated he has a community website that can be used by the public completely free. The community can take advantage of the resources and support this website offers. The public may access the web page at YumaCommunityProject12.org

5. PRESENTATION

5. A. Presentation on Educator Retention Task Force through Governor Hobbs Executive Order of February 2023 to make recommendations to improve educator retention in Arizona. (Luisa Arreola, Governor Katie Hobbs Teacher Retention Task Force Member)

Ms. Luisa Arreola, Governor Katie Hobbs Teacher Retention Task Force Member, provided a PowerPoint Presentation on the crisis in retaining educators in Arizona. She added that surveys have been done on some teachers that have left and it is not the pay the reason they leave but the autonomy in their classrooms and the work environment. She asked the City of San Luis for its assistance in displaying the link to the survey on the city's website and to encourage friends and family to take the survey.

6. CONSENT AGENDA

6. A. MINUTES OF
Special Council meeting held May 31, 2023
Regular Council meeting held June 14, 2023

6. B. DISBURSEMENTS FROM JUNE 20, 2023 TO JULY 12, 2023
Total \$6,887,985.01 (Six Million, Eight Hundred Eighty-Seven Thousand, Nine Hundred Eighty-Five Dollars and One Cent)

6. C. Discussion and possible action on any and all matters regarding a proposed contract with the Arizona Interagency Farmworkers Coalition, Inc. with the dollar amount to be determined by City Council for scholarships for students who are residents of San Luis for secondary education. (Jenny Torres, Acting City Manager)

6. D. Discussion and possible action on any and all matters regarding the amended contract with the Comité De Bien Estar, Inc. for the Cancer Support Group of Yuma County for the Fiscal Year 2023-2024. (Jenny Torres, Acting City Manager)

6. E. Discussion and possible action on any and all matters regarding the Fiscal Year 2023-2024 for City Council's line-item budget in the General Ledger Account named Council's Contractual Services for consideration of continuing as a signatory on the Intergovernmental Agreement, 4FrontED. (Jenny Torres, Acting City Manager)

6. F. Discussion and possible action on any and all matters regarding ratification of the purchase of a new 2023 Peterbilt Side Loader Truck with Scorpion body for the Public Works Department's Solid Waste Division. (Manuel Hernandez, Acting Assistant Public Works Director)

MOTION: Council Member Gloria Torres/Vice Mayor Luis E. Cabrera to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

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

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding a proposed contract with the Greater Yuma Economic Development Corporation for regional economic development efforts. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that the Greater Yuma Economic Development Corporation (GYPA) is a private non-profit corporation that is funded by both private and public. Their focus is attracting commerce and industry to the region. Throughout the years, the City of San Luis has been supportive as they have been a great resource to the community. GYPA has submitted a request for funding this coming year and introduced Mr. Greg LaVann, GYEDC's Senior Vice President.

Mr. LaVann explained the City of San Luis Performance Dashboard and its elements to bring companies into the local area. He added that the job creation by community for the past 12 years has been mainly composed of San Luis residents. He announced that they will be hiring a Mexico consultant to work directly in Baja California and Sonora on behalf of the whole region going forward.

They actually met with Mr. Luis Ramirez and he is going to help GYPA identify a consultant that will be working in those markets to help promote movement of goods through this area and attract more economic development activity to this region.

Vice Mayor Luis E. Cabrera asked how the dollar amount is set for the municipalities.

Mr. LaVann responded that they are very grateful the City of San Luis, along the City of Yuma and Yuma County all do per capita, which is \$2.50 per resident. They have retained that number at the 2010 census since the city has grown adding that it will continue that number and in the future it might be revised.

MOTION: Mayor Nieves Riedel/Council Member Tadeo Azael De La Hoya to approve the contract with GYEDC in the amount of \$63,763.00 for the Fiscal Year 2023-2024 as presented. The motion passed unanimously.

The vote was as follows:

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

7. B. Discussion and possible action on any and all matters regarding a proposed contract with the Program of Portable Practical Education Preparation, Inc. (PPEP) with the dollar amount to be determined by City Council for technical training for students who are residents of San Luis. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, explained that the YouthBuild Program of Portable Practical Education Preparation, Inc. (PPEP) is a private non-profit corporation that provides low-income youth education to obtain their high school graduate equivalency diploma, but this funding is focused on a match for a grant they received through America AmeriCorps Youth Build Grant. They are currently requesting \$20,000.00.

Mr. Jesse Lopez, YouthBuild Program, stated that PPEP is requesting the support in the amount of \$20,000.00 to continue their program. They are currently closing cycle 21 and have 87% attendance, 85% participation and have assisted students obtain their general education diploma (GED).

Mayor Nieves Riedel commented that she had a long conversation with Council Member Gloria Torres and agrees with her. However, they do not make the rules, but they received the rules.

One of the requirements is that the students must be San Luis residents and the rules should be changed as the kids need to be educated and should be the top priority. PPEP needs to find the way to lobby or do something so the City of San Luis can continue supporting this program. The city is willing to help but does not want to break any law. She added that she will make the motion to continue funding PPEP and they will find a way to take out that it is for residents only, so that anyone that wants to go through their program should be able to.

Vice Mayor Luis E. Cabrera asked if the city needs to match their grant in the amount of \$20,000.00 adding that the city contributed \$30,000.00 last year.

Mr. Lopez responded they always struggle to continue the program and if the city wishes to contribute the \$30,000.00, they are welcomed.

MOTION: Mayor Nieves Riedel/Vice Mayor Luis E. Cabrera to approve the PPEP contract in the amount of \$30,000.00 for the Fiscal Year 2023-2024. The motion passed unanimously.

The vote was as follows:

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

7. C. Discussion and possible action on any and all matters regarding the Small Business Development Center Request for funding for the fiscal year 2023-2024. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, indicated that the Small Business Development Center (SBDC) provides services such as one-one consultations and group training free of charge to assist those planning and starting a business. This is the first-time request to all of the communities; SBDC is requesting funding per capita basis in the amount of \$13,630.00.

Ms. Crystal Mendoza, Director of the Small Business Development Center, explained that their main focus is to help with economic development and their main offering to the community is to provide one on one confidential counseling if they are an entrepreneur or a small business free of charge and can receive their services an unlimited number of times. Through this process of helping San Luis residents, they have been able to also provide a variety of different workshops. This is a vast need within the community, they are currently funded through the small business administration as well as their host college, Arizona Western College and the Arizona Commerce Authority; the current total funding is \$252,000.00.

With the salary for three (3) which is for one (1) counselor, one (1) business administrative assistant and one (1) director, their salary and their fringe benefits add to approximately \$230,000.00 of their budget, therefore that leaves them with approximately \$20,000.00 for operational expenses. They would like to hire one (1) additional business counselor, so with the city's support will help to successfully support the entrepreneurs within the City of San Luis.

Mari Carmen Lopez, Counselor of Small Business Development Center, added that some local business owners are present and would like to share their experience with SBDC, the help received during the pandemic and the COVID-19 relief funding to maintain their businesses open. It is a lot of help they provide to entrepreneurs from the community. SBDC is currently located at the public library twice a month from 1:00 p.m. to 3:00 p.m.

Mr. Rogelio Martinez, Administrative Coordinator, stated that he has been working very closely with SBDC and reaching out to the local small businesses. He has been assisting anybody in the community that would want to start a business in the City of San Luis. They have worked with other organizations including Work Force Development to help residents get hired by various companies.

Mayor Nieves Riedel asked Ms. Kay Macuil, City Attorney, if she needs to declare a conflict of interest since SBDC went to Plaza Riedel to recruit some clients and she is still legally the owner, but she is not receiving rent payments from entrepreneurs.

Ms. Macuil responded that there would not be any pecuniary interest in this organization getting people to rent from the Plaza and would not have a conflict of interest.

Ms. Leticia Aragon, owner of Bella Fashion located at 710 Urtuzuastegui Street, San Luis, AZ, stated she has had the business for approximately 25 years. During the pandemic, it was a really difficult time for all merchants, specially for the small businesses. During these times, everything was paralyzed, there were no revenues but there were expenses. She added that Small Business Development Center was of big help because not only did they provide resources to continue with her business, but also provided counseling and training on the use of technology. She is very grateful for programs like SBDC as it helped her maintain her business and other businesses will profit from them as well.

Mr. Abraham Andrade, owner of Rolls & Bowls located at 1627 Cesar Chavez Boulevard, San Luis, AZ, stated he has been working with SBDC since 2020. They have offered him financial counseling, marketing, use of social media and workshops. He also had the opportunity to work with Arizona at Work on the job training which helps people find a job and small businesses pay up to 600 hours of work to employees. Overall, many small businesses will benefit from SBDC.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve funding of \$13,630.00 to the Small Business Development Center and direct staff to prepare a contract for Council approval. The motion passed with five (5) ayes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

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

7. D. Discussion and possible action on any and all matters regarding recruitment for a City Magistrate. (Adela Cortez, Director of Human Resources and Kay Macuil, City Attorney)

Ms. Adela Cortez, Director of Human Resources, explained that on March 29, 2023, staff presented to the Mayor and City Council the results of the recruitment for the San Luis Municipal Court Magistrate. Since then, there has been a number of events of changes, the city lost the court administrator that had taken over the administrative operations of the court, has an ongoing assessment of operations and procedures of the court and with that there have been significant changes to the job description. Staff is seeking approval from the Mayor and City Council to reopen the recruitment of a magistrate.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to begin the recruitment process for a City Magistrate. The motion passed unanimously.

The vote was as follows:

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

8. SUMMARY OF CURRENT EVENTS

Mr. Miguel Alvarez, Chief of Police, reported that in the last week he had an officer that had to go home because he suffered heat dehydration and two (2) other officers that received intravenous (IV's) due to dehydration at the hospital. One of those officers was attending a citizen who was dehydrated and who later passed away at the hospital.

It is a critical season, and he tries to provide his officers with as much as possible to prevent these type of incidents.

Mayor Nieves Riedel asked if the Police Department work with senior citizens or the Senior Center during the hot temperatures since they are the most vulnerable.

Chief Alvarez responded that from time to time through their 7/11 program or if people call in to ask the Police Department to do welfare checks on their family members, which included elderly family members, when they are concerned because they do not answer the phone. They go check and there has been times where they have found people that are injured or need medical attention.

Mayor Nieves Riedel suggested coordinating some type of program with the Fire Department for senior citizens.

Vice Mayor Luis E. Cabrera thanked the Parks & Recreation Department for organizing a successful 4th of July event. Despite the hot weather, there were over 14,000 that attended the event.

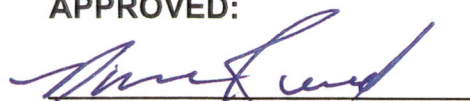
9. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the Special Council meeting at approximately 6:57 p.m. The motion passed unanimously.

The vote was as follows:

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

APPROVED:



Nieves Riedel, Mayor

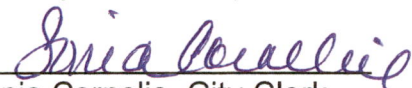
ATTEST:



Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on July 19, 2023. I further certify that the meeting was duly called and held and that a quorum was present.



Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. E.

Meeting Date: 05/08/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the amending of the contract with Dana Kepner Company, Inc. for the Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure (AMI) System project to include the ARPA Terms and Conditions. **(Edgar Esparza, Billing and Collections Manager)**

SUMMARY:

On April 24, 2024, City Council awarded the contract for the Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure (AMI) System to Dana Kepner Company, Inc.

As the City will be using a grant received from the Water Infrastructure Financial Authority of Arizona (WIFA) to complete this project, we were required to include the ARPA Terms and Conditions in the RFP. As result, our RFP included the ARPA Terms and Conditions. However, we were informed, by WIFA, that we also need to include the ARPA Terms and Conditions in the contract.

Staff is seeking Council approval to amend the contract awarded to Dana Kepner Company, Inc. for it to include the ARPA Terms and Conditions.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AMEND THE CONTRACT WITH DANA KEPNER COMPANY, INC. FOR THE WATER METER REPLACEMENT PROGRAM TO INCLUDE THE ARPA TERMS AND CONDITIONS IN THE CONTRACT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Federal and City Funds

TOTAL: See fiscal impact statement

BUDGETED AMOUNT: See fiscal impact statement

AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement

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

The total cost of the project will be \$2,761,474.63. The City will use the moneys from the grant received from WIFA. A total of \$2,017,065.21 will be grant with a match fund of \$744,409.42. The project is estimated to start in May. It was not budgeted for FY2024, and we will need to process a budget transfer. The transfer will be from GL account Water Fund Capital Outlay Equipment 300-302-90000 to Water Fund Capital Outlay CIP 300-3002-90015 for the amount of \$200,000.00. This amount represents the estimated costs for expenses in May and June 2024. This project is included in the proposed budget for FY2025.

Attachments

Amended Contract

RFP Water Meter Replacement Program and Implementation of an AMI System



Amended General Services Contract

Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure (AMI) System

Contract Number: 2024-03

THIS AGREEMENT was made and entered into this 8th day of May 2024 by and between Dana Kepner Company, Inc. of the City of Tucson, County of Pima, State of Arizona, hereinafter designated "Vendor," and the City of San Luis, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City."

WITNESSETH: That the said Vendor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Vendor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the construction of the project described as City of San Luis: Water Meter Replacement program and implementation of an Advanced Metering Infrastructure (AMI) System in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Billing and Collections Manager, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Vendors for the City, and with such written modifications of the same and other documents that may be made by the City through the Billing and Collections Manager or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of May 8, 2024, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TIME OF COMPLETION: The Contract resulting from this request shall commence once fully executed until September 30, 2025. The Contract may be extended with the mutual consent of the City of San Luis and the Vendor. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes to the terms or conditions, such changes shall be made in writing as an amendment to the contract, and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Vendor shall be paid, pursuant to the provisions as set forth in the Contract Documents, the total sum of \$2,761,474.63 plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of San Luis may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of San Luis is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of San Luis further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this contract on behalf of the City of San Luis from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the San Luis City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Vendor, after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability, or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT VENDOR STATUS: It is expressly agreed and understood by and between the parties that the Vendor is being retained by the City as an independent vendor, and as such, the Vendor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent vendor, the Vendor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent vendor, the Vendor further agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to Workers's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Vendor, the City shall deduct from there any and all unpaid privilege, license, and other taxes, fees, and any and all other unpaid moneys due the City from the Vendor and shall apply those moneys to the appropriate account. Vendor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of San Luis and any other vendors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Vendor herein acknowledges that delays and disruptions may, and in all likelihood, occur due to other work. The Vendor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced vendor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during a site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the vendor, its agents, employees, or any of the vendor's subcontractors. In the event that the vendor encounters delay or disruption in the project schedule due to factors not wholly the fault of the vendor or within the vendor's control, then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – COOPERATIVE USE OF CONTRACT: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charters and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City, in good faith, has reason to believe that the Vendor does not intend to or is unable to perform or continue performing under this Contract, the Billing and Collections Manager may demand in writing that the Vendor give a written assurance of intent to perform. Failure by the Vendor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part, at any time, when in the best interests of the City, without penalty or recourse. Upon receipt of the written notice, the Vendor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Vendor under the Contract shall become the property of and be delivered to the City upon demand. The Vendor shall be entitled to receive just and equitable compensation for work completed and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Vendor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B) or pursuant to any other state or federal statute, court rule, case law or common law. The Vendor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.

- D. Any notices to be given by either party to the other must be in writing and personally delivered or mailed by prepaid postage at the following addresses:

Billing and Collections
City of San Luis
P.O. Box 3750
1090 E Union Street
San Luis, AZ 85349

- E. This Agreement is non-assignable by the Vendor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to eesparza@sanluisaz.gov
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor. Written and signed amendments shall automatically become part of the Agreement and shall supersede any inconsistent provision therein, provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- J. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Vendor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance

of this Agreement including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor may be legally liable.

K. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement. None of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modification shall be introduced in any proceeding.

L. **INSURANCE:** Vendor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract 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 Vendor, his agents, representatives, employees or subcontractors.

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees, or subcontractors. Vendor is free to purchase such additional insurance as may be determined 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 total limits of liability purchased by the Vendor, even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of San Luis
1090 E Union Street
San Luis, AZ 85349**

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

All certificates required by this Contract shall be emailed directly to msabori@sanluisaz.gov and eesparza@sanluisaz.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves

the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of Insurance certificates with endorsements will need to be emailed to the above emails 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 material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Worker's Compensation and Employer's Liability:

Workers' Compensation Employer's Liability	Statutory
• Each Accident -	\$ 1,000,000

Acceptability of Insurers: Insurance shall 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: Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Vendor 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:

Policy shall include bodily injury, property damage, personal injury, 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 Contract.

- 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. "

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

Policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of the Vendor.

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 ARS Section 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 Vendor shall provide City with evidence that it is either a "self-insured employer" or a "carrier-insured employer" for Workers' Compensation as required by ARS 23-901 et seq. or that it employs no persons subject to the requirement for such coverage.

M. Contractor Immigration Warranty

Contractor / Vendor understands and acknowledges its applicability to the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug-Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor / Vendor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. § 41-4401, Contractor / Vendor hereby warrants to the City that the Contractor / Vendor and each of its

subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor / Vendor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor / Vendor or Subcontractors' employee who works on this Contract to ensure that the Contractor / Vendor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor / Vendor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor / Vendor and any of the Subcontractors to ensure compliance with Contractor / Vendor's Immigration Warranty. Contractor / Vendor agrees to assist the City in regard to any random verification performed.

Neither the Contractor/Vendor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor/Vendor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Vendor certifies that the vendor does not currently, and agrees for the duration of the contract 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; and

3. Any Vendor, 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.

If the Vendor becomes aware during the term of the Contract that the Company is not in compliance with the written certification, the Vendor shall notify the City of San Luis within five business days after becoming aware of the noncompliance. If the Vendor does not provide the City of San Luis with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of San Luis of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

P. Contracting with small and minority vendors, women's business enterprises, and labor surplus area vendors:

1. The Company will take all necessary affirmative steps to ensure that minority vendors, women's business enterprises, and labor surplus area vendors are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over such other incorporated documents.

R. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be

terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

ARTICLE XV – ARPA TERMS AND CONDITIONS: U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions in the Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure (AMI) System RFP starting on page 23 and ending on page 26 are by this reference made a part of this Contract to the same extent as if set forth herein in.

Dated this _____ day of _____ 2024.

City of San Luis, Arizona

Nieves Riedel, Mayor

Date: _____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form

Kay Marion Macuil, City Attorney

Dana Kepner Company, Inc.

Matthew Roeder

Authorized Representative

Witness:

Signature

Print Name: _____



REQUEST FOR PROPOSAL

FOR

**WATER METER REPLACEMENT PROGRAM AND
IMPLEMENTATION OF AN ADVANCED METERING
INFRASTRUCTURE (AMI) SYSTEM**

BAN-2024-03

**Submission Deadline: Thursday, April 4, 2024
No later than 10:00A.M. – Arizona Time**

**City of San Luis
Attention: City Clerk
P.O. Box 1170
1090 East Union Street
San Luis, AZ 85349**

NOTICE

NOTICE IS HEREBY GIVEN that the City of San Luis, Arizona, is requesting proposals from qualified persons or vendors to provide a water meter replacement program and an implementation of Advanced Metering Infrastructure (AMI) System.

The City of San Luis will be conducting a meter replacement program along with an implementation of an AMI System. All meters will be replaced in-kind with the equivalent sized Sensus iPERL Water Meter and SmartPoint 520M endpoint that has the capability to communicate with an AMI system.

This project is being supported, in whole or in part, by federal award number 1505-0271 awarded to Water Infrastructure Finance Authority of Arizona by the US Department of Treasury. Water Conservation Grant Fund (WCGF) Award/Contract number WC2-097-2023.

In accordance with local and State law, sealed RFP's will be received by the **Office of the City Clerk at 1090 E. Union St., City of San Luis, Arizona 85349, until 10:00am on Thursday, April 4, 2024**, for the services specified herein. Proposals will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 10:00am on the referenced date will be returned unopened.

Submittals to this Request for Proposal should be addressed to:

Water Meter Replacement Program and implementation of an AMI System
BAN-2024-03
Attn: Sonia Cornelio, City Clerk
City of San Luis
1090 East Union Street | P.O. Box 1170
San Luis, AZ 85349

A non-mandatory Pre-Bid meeting will be held at the City of San Luis Pedro Julian Conference Room in City Hall on **Wednesday, March 20, 2024, at 10:00 A.M. (M.S.T.)** to discuss specifications and any questions Bidders may have.

The City of San Luis reserves the right under A.R.S. 34-201(A)(4) to reject any or all proposals or to withhold the award for any reason the City of San Luis determines. The City of San Luis, in its sole discretion, reserves the right to cancel this procurement and/or to waive any formality in any bid.

This is RFP Notice and is listed on the City's website: www.sanluisaz.gov. Packets are available at the City of San Luis City Hall, 1090 E. Union Street, City of San Luis, Arizona 85349 or via email eesparza@sanluisaz.gov

Dated at San Luis, Arizona this 28th day of February 2024.

Jenny Torres
Acting City Manager
City of San Luis

TABLE OF CONTENTS

PAGE

Table of Contents 3

Timeline 4

Introduction 5

Background 5

Scope of Services 5

Non-mandatory pre-submittal meeting 6

Request for Information 7

General Requirements 7

Proprietary Information 8

Delivery of Submittals 8

Minimum Qualifications 8

Evaluation Criteria 9

Evaluation and Selection Process 11

General Services Agreement14

US Department of the Treasury Coronavirus Local Fiscal Recovery Fund

 Recovery Fund Award Terms and Conditions 23

Form A – Solicitation Response Cover Sheet 27

Form B – Price Sheet 28

Form C – Bid Certification 30

Form D – Non-Collusion Certificate 31

Form E – Certificate of Ownership 32

Form F – Vendor Qualifications, Representations, and Warranties 33

TIMELINE

Request for Proposal Notice	March 3, 2024
Non-mandatory meeting	March 20, 2024
Requests for Clarification Deadline	March 22, 2024
Responses for Clarification	March 29, 2024
Request for Proposals Due Date	April 4, 2024
Staff Evaluation	April 8, 2024
Recommend Award to City Council	April 10, 2024
Desired Start Date for Deployment	May 1, 2024

INTRODUCTION

The City of San Luis (hereinafter “City”) invites interested and qualified persons or vendors to submit cost proposals for a water meter replacement program and the implementation of an Advanced Meter Infrastructure (AMI) System. This includes the purchase of the water meters and an AMI System. This entails the vendor being responsible to hire a third-party contractor to replace the water meters and meter smart points. In addition to the replacement of our water meters and smart points, it would also include the installation of Advanced Meter Infrastructure (hereinafter “AMI”) Network throughout the City.

BACKGROUND

The City of San Luis is one of the fastest growing cities in Arizona. Our Water Utility department oversees little over 8,500 water service connections. Our water service connections increase on an average of 250-300 per year. For our monthly reads, we currently have an Automatic Meter Reading (AMR) System in place. However, the City is looking into increasing the operational efficiency of the water distribution system and promoting water conservation by implementing an AMI system. In addition to the AMI system, the City will be replacing about 4,700 out of our 8,500 current water meters as they are near or past their life cycle.

SCOPE OF SERVICES

The City solicits interest from qualified vendors to provide a water meter replacement program and the installation of an Advanced Meter Infrastructure (AMI) System. This will include the purchase of approximately 4,700 water meters, installation/replacement of such water meters, and the installation of an AMI network through the City. All meters will be replaced in-kind with the equivalent sized Sensus iPERL water meters and SmartPoint 520M endpoint that has the capability of 2-way communications and integrate with the existing Tyler New World ERP billing software.

The purpose of this project is to increase the operational efficiency of the City water distribution system and promote water conservation by implementing an AMI system that enables wireless communications between utility systems and the metering endpoints. This would improve our ability to detect leaks and help contribute in our effort to reduce water usage and improve our water conservation.

Project implementation should include upgrades to the City’s water customers with a fully functional and scalable AMI water meter system.

The solicitation is for a complete turnkey AMI System, including:

- System must use electromagnetic meters with no moving parts that meet American Water Works Association (AWWA) standards. Mechanical meters will not be considered.
- System selected shall have a 20-year operational life span with a 20-year accuracy and battery warranty with at least 10 years of replacement at no cost and an additional 10-year warranty prorated for each year thereafter.

- Ability to view specific meter information including meter ID, consumption data, and latitude/longitude location data.
- System software must be capable of providing individual account reports, leak detection, tamper alarms, and reverse flow alarms.
- A customer portal that will allow customers to view their monthly water usage, allow for setting up alerts, compare water usage with previous months/years, and other account information via web server.
- Communication Propagation Study with a “Fixed Based” Communication System for the AMI system. The City does NOT want a “cellular” system with any ongoing monthly service fee for communication or connectivity issues.
- The system must be capable to operate in both AMI fixed network and AMR drive by as a back-up system should the AMI infrastructure become inoperable WITHOUT physically changing out any parts of the meter or physical manipulation to the meter.
- The system must be capable to integrate/read the rest of the meters that will not be replaced.
- Installation of meters, endpoints, including various fittings, new meter boxes and/or lids.
 - o Delivery of meters and endpoints must be consistent throughout the project timeline. The meter size that will be required will be 5/8x3/4”
 - o All equipment will be delivered and installed at a minimum rate of 400 meters and endpoints per month.
- Existing meters shall be photographed with its consumption displayed prior to the removal. Photographs and a spreadsheet detailing the address, consumption level, old meter number, old endpoint number shall be delivered to the Billing and Collections Division on a weekly basis throughout the installation phase.
- Existing meters shall be delivered to the City of San Luis Public Works Yard after removal. A point of contact will be provided later. The City will dispose of meters at the end of the project. If the vendor chooses to retain the meters, the bid shall include a specific cost adjustment accordingly.

This project has time restrictions, and all work must be completed before September 30, 2025.

NON-MANDATORY PRE-SUBMITTAL MEETING

Date: Wednesday, March 20, 2024

Time: 10:00AM

Where: Pedro Julian Conference Room

City Hall
1090 E Union Street
San Luis, AZ 85349

There will be an online “Teams” meeting available. Link will be provided on request to interested parties.

Contact information:

Edgar Esparza
Billing and Collections Manager
(928) 341-8570
eesparza@sanluisaz.gov

Cynthia Henderson
Administrator Coordinator
(928) 341-8570
chenderson@sanluisaz.gov

REQUEST FOR INFORMATION

Vendors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Edgar Esparza
Billing and Collections Manager
eesparza@sanluisaz.gov

Request for information must be received by the project representative prior to **5:00PM on Friday, March 22, 2024**. Responses as required will be issued no later than **12:00PM on Friday, March 29, 2024**. Receipt of addenda must be acknowledged on the required form in the vendor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

GENERAL REQUIREMENTS

Interested vendors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all vendors and their key personnel to be assigned to this project.

The RFP shall include the following:

- Cover Letter
 - o Location of the vendor
 - o Main contact for whom to call to negotiate and ask questions if they arise
 - o Contact for contract documentation and signatures
 - o Provide the **SAM.gov** Unique Entity ID number (UEI) as required by our grand funding. UEI number must be active throughout the completion of the project
- Full description and details of the Advanced Meter Infrastructure (AMI). Explain if they will integrate with current Sensus meters that the City utilizes
- Endpoint Requirements: Description of specific technical capabilities, and qualifications.
- Consumer Portal Requirements: Description of specific technical capabilities, and qualifications
- Training Requirements: Explain how the training will be conducted, how many sessions are included and for how many employees
- Description of at least three (3) but no more than five (5) similar projects in which the vendor participated with this system. Describe the vendor's role in the project and scope of work that demonstrates the vendor's expertise. Provide the name and contact information for each project.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interest. The City assumes no liability for the cost of preparing a response to this request

PROPRIETARY INFORMATION

All materials submitted in response to this solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Vendors shall clearly mark any proprietary information contained in its submittal with the words “Proprietary Information”. Vendors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Vendors should be aware that the City is required by law to make its records available for public inspection. All vendors, by submission of material marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for nondisclosure in any form nor will the City assume any liability to the vendors in the event of that the City must legally disclose these materials.

DELIVERY OF SUBMITTALS

Sealed RFP's will be received **before 10:00am on Thursday, April 4, 2024**, at the following address:

**City Clerk
City of San Luis
1090 East Union Street | P.O. Box 1170
San Luis, AZ 85349**

at which time all submittals will be publicly opened in the City Hall Multi-purpose Room.

Any submittals received at or after 10:00am on the above-stated date will be returned unopened. Vendors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The City will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Modifications to submittals will not be considered after the deadline stated above.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of San Luis, at the above address; and shall be clearly marked:

**Request for Proposal:
Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure
(AMI) System
BAN-2024-03
Due before 10:00am on Thursday, April 4, 2024**

MINIMUM QUALIFICATIONS

Vendors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the products they are recommending. Selected

vendors will be required to execute and meet the terms of the City’s standard General Services Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

EVALUATION CRITERIA

The City reserves the right to and will likely reject any responses that does NOT meet the minimum criteria described in this RFP. For responses meeting or exceeding the minimum criteria, the City will rank each Request for Proposals based on the weighted scoring criteria shown below. Based on the rankings, the City intends to select the most highly qualified vendor based on demonstrated competence and qualifications to negotiate a contract.

A. General Information – 5 points possible

- a. Brief overview of the vendor and legal organization of the company
- b. Submission requirements met
- c. SAM.gov Unique Entity ID number (UEI) as required by grant funding
- d. Description of at least three (3) but no more than five (5) similar projects in which the vendor participated for each applied service category. Describe the vendor’s role in the project and scope of work that demonstrates the vendor’s expertise. Provide the name and contact information for each project.

B. AMI Information Requirements – 10 points possible

- a. Communication Propagation Study with a “Fixed Based” Communication system for the AMI system
- b. Explain if the AMI system will include any cellular network
- c. Explain if the AMI includes a free or paid customer engagement web portal
- d. Explain if the AMI provides top of the hour time-synchronized readings across the entire system with at least an update every hour
- e. Explain if the meters, endpoints, and AMI infrastructure is manufacture by the same company
- f. Explain if current meters and endpoints will be able to integrate with the AMI System
- g. Describe if the system can identify unauthorized usage on marketed accounts
- h. Describe if the system can configure high or low usage parameters and identify accounts in violations
- i. Explain how many users the system can support at one time
- j. Explain if the software enhancements, upgrades, updates, and patches are included in the pricing structure or if it will be an annual cost for these items

C. Endpoint Information and Requirements – 10 points possible

- a. Describe the endpoint collection process and if it collects at the top of the hour and synchronized with 15-minute reads from the water meter
- b. Describe if the endpoint had two-way communication
- c. Describe the temperatures the endpoint can withstand storage and operating
- d. Describe if the endpoint can be installed via pit or remote
- e. Describe the network firmware updates
 - i. Are they able to be done remotely, with an infrared or local updates
- f. Explain the environments that the endpoints can withstand, include flooding or submerged pit application
- g. Describe the warranty of the endpoints and if it is included

- D. Consumer Portal Information and Requirement – 10 points possible
- a. Explain if the consumer portal is owned and developed by the AMI manufacturer
 - b. Explain if the web portal will be accessible through a standard internet browser
 - c. Explain if the consumer portal will allow the consumer to set up a leak notification through the portal and let the customer be notified via email
 - d. Explain if the utility customer service representative will be able to see the same view as the consumer or if the web portal will be different for the customer and the utility staff
 - e. Explain if the customer will be able to export consumption data in Comma Separated Value (CSV) format
- E. Training Information and Requirements – 5 points possible
- a. Describe who will be providing the training. Example, Manufacture Certified Trainers
 - b. Describe if there will be a web-based training for future head end system updates and upgrades and if there will be any cost that may be associated with the training
 - c. Describe if training materials for end users will be available online or in electronic form
- F. Forms A-F – 50 points possible
- a. Form A – Solicitation Response Cover Sheet
 - i. Vendor shall complete, sign, and submit Form A as the first page of the bid package
 - b. Form B – Price Sheet
 - i. Vendor shall certify that its bid will be valid for 120 days after submission. Vendor may be asked to extend this certification. Vendor shall complete, sign, and submit.
 - c. Form C – Bid Certification
 - i. Vendor shall complete, sign, and submit Form C.
 - d. Form D – Non-Collusion Certificate
 - i. Vendor shall complete, sign, and submit Form D.
 - e. Form E – Certificate of Ownership
 - i. Vendor shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, vendors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Vendor's business and the nature and extend of each such interest.
 - f. Form F – Vendor Qualifications, Representations and Warranties
 - i. The City shall consider awarding agreements only to responsible Vendors. Responsible vendors are those that have, in the sole judgement of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Vendor in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Vendor. Such information may include, but is not limited to, experience and history of the City with current and/or prior contract held by the Vendor with the City or with other agencies, references provided by the Vendor to the City, information provided by the Vendor as part of the solicitation responses, and information not specifically provided by the Vendor but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Vendor if any owner of such vendor has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Vendor has unsatisfied tax or judgment liens.

G. Overall Evaluation – 10 points possible

- a. This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RFP and from any other relevant source, in addition to past experiences with the City, maybe used in the evaluation and scoring process for this item.
 - i. Overall quality of the RFP evidencing interest in providing services
 - ii. Overall evaluation of the vendor and its perceived ability to provide the requires services

EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RFP must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgement of the City, an RFP does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. Overview

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each vendor’s qualifications and relevant experience, as indicated in its RFP. A Review Committee appointed by the City for this procurement will individually evaluate the RFPs according to the criteria and weighting as indicated. Following evaluation of the RFPs, the highest ranked vendor will be determined. If approved, the contract may be in place until September 30, 2025.

B. Final Ranking and Contract Negotiation

Using the individual Review Committee member’s scores from the RFPs, the committee shall rank the vendors to generate a final vendor. The City will then notify each of the candidate vendors of the final rankings.

The contract in place once fully executed until September 30, 2025. The City will determine the value of the contract based on projected City needs and available budget.

Selected vendor will be required to execute and meet the terms of the City’s standard General Services contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

C. TERM OF CONTRACT

The contract resulting from this request shall commence once fully executed until September 30, 2025. No contract between the parties shall exist until and unless a written contract has been fully executed by all parties thereto. The contract may be extended with the mutual consent of the City of San Luis and the Vendor

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

Any contract resulting from this request for proposals may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful vendors. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

G. Contracting with small and minority vendors, women's business enterprise and labor surplus area vendors:

1. The company will take all necessary affirmative steps to assure that minority vendors, women's business enterprises, and labor surplus area vendors are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises

- d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce



General Services Contract

Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure (AMI) System

Contract Number: 2024-***

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Vendor City), County of ** (Vendor County), State of ** (Vendor State), hereinafter designated “Vendor”, and the City of San Luis, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Vendor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Vendor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of San Luis: Water Meter Replacement program and implementation of an Advanced Metering Infrastructure (AMI) System in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contactors and under the direction and supervision of the Billing and Collections Manager, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Vendors for the City, and with such written modifications of the same and other documents that may be made by the City through the Billing and Collections Manager or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposals, any Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TIME OF COMPLETION: The contract resulting from this request shall commence on once fully executed until September 30, 2025. The contract may be extended with the mutual consent of the City of San Luis and the Vendor. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Vendor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of San Luis may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of San Luis is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of San Luis further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of San Luis from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the San Luis City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Vendor, after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT VENDOR STATUS: It is expressly agreed and understood by and between the parties that the Vendor is being retained by the City as an independent vendor, and as such the Vendor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent vendor, the Vendor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent vendor, the Vendor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Vendor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the

Vendor and shall apply to those moneys to the appropriate account. Vendor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of San Luis, any other vendors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Vendor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Vendor’s bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced vendor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the vendor, its agents, employees, or any of the vendor’s subcontractors. In the event that the vendor encounters delay or disruption in the project schedule due to factors not wholly the fault of the vendor or within the vendor’s control then the Contract may be adjusted pursuant to the Delay’s and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Vendor does not intend to or is unable to perform or continue performing under this Contract, the Billing and Collections Manager may demand in writing that the Vendor give a written assurance of intent to perform. Failure by the Vendor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Vendor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Vendor under the Contract shall become the property of and be delivered to the City upon demand. The Vendor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XI – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Vendor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court

rule, case law or common law. The Vendor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Billing and Collections
City of San Luis
P.O. Box 3750
1090 E Union Street
San Luis, AZ 85349

E. This Agreement is non-assignable by the Vendor unless by subcontract, as approved in advance by the City.

F. All invoices shall be emailed to eesparza@sanluisaz.gov

G. This Agreement shall be construed under the laws of the State of Arizona.

H. Time is of the essence of this Agreement.

I. This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

J. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

K. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Vendor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes,

omissions, work or services in the performance of this Agreement including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor may be legally liable.

L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

M. **INSURANCE:** Vendor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract 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 Vendor, his agents, representatives, employees or subcontractors.

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees, or subcontractors. Vendor is free to purchase such additional insurance as may be determined 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 Vendor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of San Luis
1090 E Union Street
San Luis, AZ 85349**

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

All certificates required by this Contract shall be emailed directly to msabori@sanluisaz.gov and eesparza@sanluisaz.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails 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 material to compliance with this contract in the insurance policies above shall require thirty (30) day 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: Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Vendor 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:

Policy shall include bodily injury, property damage, personal injury, 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 Contract.

- 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

Policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of the Vendor.

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 ARS Section 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 Vendor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

N. Contractor Immigration Warranty

Contractor / Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor / Vendor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor / Vendor hereby warrants to the City that the Contractor / Vendor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor / Vendor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor / Vendor or Subcontractors employee who works on this Contract to ensure that the Contractor / Vendor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor / Vendor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor / Vendor and any of subcontractors to ensure compliance with Contractor / Vendor's Immigration Warranty. Contractor / Vendor agrees to assist the City in regard to any random verification performed.

Neither the Contractor / Vendor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor / Vendor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor / Vendor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor / Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

O. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

P. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Vendor certifies that the vendor does not currently, and agrees for the duration of the contract 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; and
3. Any Vendor, 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.

If the Vendor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Vendor shall notify the City of San Luis within five business days after becoming aware of the noncompliance. If the Vendor does not provide City of San Luis with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of San Luis of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

Q. Contracting with small and minority vendors, women's business enterprise and labor surplus area vendors:

1. The Company will take all necessary affirmative steps to assure that minority vendors, women's business enterprises, and labor surplus area vendors are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

R. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

S. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

T. This Agreement shall be construed under the laws of the State of Arizona.

U. This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

V. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Dated this _____ day of _____ 2024.

ATTEST:

City of San Luis

Vendor

Nieves Riedel, City Mayor

By: _____

Title: _____

Attest:

Approves as to form:

Sonia Cornelio, City Clerk

Kay Macuil, City Attorney

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - c. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - d. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - e. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(0 of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F — Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- x. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- xi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- xii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

1. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
2. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
3. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
4. Debts Owed the Federal Government.
 - f. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - g. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- h. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- i. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - iii. An Inspector General;
 - iv. The Government Accountability Office;
 - v. A Treasury employee responsible for contract or grant oversight or management;
 - vi. An authorized official of the Department of Justice or other law enforcement agency;
 - vii. A court or grand jury; or
 - viii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Form A - Solicitation Response Cover Sheet



Solicitation Response

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Please note all that apply:

- Original Forms A through F
- Addenda Number (s) Received (if any)

Business Name: _____

Business Address: _____

Business Phone: _____

Business Contact: _____

Contact Email: _____

Vendor Comments: _____

Form B – Price Sheet



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

The City’s preferred meter manufacturer:

Sensus

Other manufacturers will be considered for comparable meters and/or approved equals designated by the scope of work.

Meter Manufacturer: _____

Make and/or Model: _____

	Estimated Quantity	Unit	Unit Price	Total Cost
5/8"x3/4", 25ft Wire, 2 Wire, 100 Gal	4,700	Each		
Water Meters Sub-total				
520M MXU, 1 Port, TC Hourly Read, Leak Det	2,290	Each		
520M MXU, 2 Port, TC Hourly Read, Leak Det	2,230	Each		
Meter Transceiver Units (MXU) Sub-total				
Replace of 5/8"x3/4" Meter	4,700	Each		
Replace Transmission Unit (MXU)	4,520	Each		
Installation Sub-total				
AMI Network Deployment Project Management	1	Each		
AMI Network Deployment Project Management Sub-total				
Customer Web Portal Set Up Fee	1	Each		
Platform	1	Each		
Personnel Training	1	Each		
Customer Portal Sub-total				

Form B – Price Sheet Continued

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

	Estimated Quantity	Unit	Unit Price	Total Cost
Base station, 2-way, water only	2	Each		
Base Station Installation	2	Each		
RNI SAAS Set Up Fee	1	Each		
RNI Training	1	Each		
Annual RNI SAAS Fee	1	Each		
Base Station Protectin Plan - Annual Fee	2	Each		
Data Management Application Set Up Fee	1	Each		
Data Management Application Training	1	Each		
Data Management Application Integration	1	Each		
Data Management Application	1	Each		
Data Management Application SAAS Annual Fee	1	Each		
Advanced Metering Infrastructure (AMI) Sub-Total				
LLDPE Meter Box with HDPE Meter Box Lid 14in. X 19in. X 12in. Meter box lid with a 2" for AMI device endpoint. Meter boxes will be replaced only as needed	500	Each		
Meter box with meter box lid Sub-Total				
Total Project Cost				

By signing below respondent acknowledges that they have the authority to sign on behalf of the responding company:

Signature: _____

Written Name: _____

Title: _____

Email Address: _____

Company Name: _____

Street Address: _____

City/ State: _____

Zip Code: _____

Form C – Bid Certification

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Company Name: _____

The undersigned Vendor hereby certifies as follows:

C1 That he/she has read the City of San Luis’ solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Vendor’s bid consists of the following:

1. Form A - Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C - Bid Certification
4. Form D - Non-Collusion Certificate
5. Form E - Certificate of Ownership
6. Form F - Vendor Qualifications, Representations and Warranties.

C4 That the Vendor’s bid is valid for 120 days

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

Form D – Non-Collusion Certificate



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Company Name: _____

The undersigned Vendor hereby certifies as follows:

To the best of his/her knowledge, the person, vendor, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to the City of San Luis for consideration in the award of this solicitation.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

Form E – Certificate of Ownership



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Company Name: _____

The undersigned Vendor hereby certifies as follows:

To the best of his/her knowledge, the person, vendor, association, partnership, or corporation herein, are the only person, vendors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Vendor's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

Form F – Vendor Qualifications, Representation, and Warranties



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Company Name: _____

The undersigned Vendor hereby certifies as follows:

- F1 Taxes and Liens – Vendor has no unsatisfied tax or judgment lien on record.

- F2 Vendor’s Examination – Vendor has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, facilities necessary to perform. Vendor fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix X), and the solicitation. Vendor acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Vendor hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 05/08/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2308. A resolution of the Mayor and City Council of the City of San Luis, Arizona, to Authorize the City of San Luis Police Department to Receive Funding from The Arizona Internet Crimes Against Children Task Force by Approving an Intergovernmental Agreement Between the City of Phoenix, Arizona, through the Phoenix Police Department and City of San Luis, Arizona, through The San Luis Police Department. **(Nigel Reynoso, Chief of Police)**

SUMMARY:

The Internet Crimes Against Children (ICAC) program is a national network of 61 coordinated task forces representing over 4,500 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in proactive and reactive investigations, forensic investigations, and criminal prosecutions. By helping state and local agencies to develop effective, sustainable responses to online child victimization – including responses to the online sharing of child sexual abuse images, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has increased the capacity of thousands of communities across the country to combat Internet crimes against children.

The ICAC Training and Technical Assistance Program was established to provide ICAC task forces and their affiliates with the training and technical assistance they need to conduct effective investigations and prosecutions.

Upon submitting the Intergovernmental Agreement, the San Luis Police Department will be awarded funds in the amount of **\$5,000.00** from the Arizona Internet Crimes Against Children (ICAC) Task Force, which must be used directly with costs related to training, investigations, computer forensics, and public awareness in connection with ICAC.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2308.

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

Resolution No. 2308

AZ ICAC IGA 2024



Resolution

No. 2308

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FROM THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX, ARIZONA, THROUGH THE PHOENIX POLICE DEPARTMENT AND CITY OF SAN LUIS, ARIZONA, THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

WHEREAS, the Phoenix Police Department (“PPD”) / Arizona Internet Crimes Against Children Task Force (“ICAC Task Force”) Lead Agency is the recipient of the United States Department of Justice (“DOJ”), Office of Juvenile Justice and Delinquency Prevention (“OJJDP”) grant regarding Internet Crimes Against Children (“ICAC”). The Task Force utilizes the grant and funding from the Arizona Attorney’s General’s Office for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as “Affiliate Agencies.”

WHEREAS, the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency on a reimbursable basis through various funding sources.

WHEREAS, the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by the technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC’s goals are to increase the investigations and prosecutions of Internet crimes against children and to increase public awareness and prevention of ICAC offenses.

WHEREAS, the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection and investigation of qualifying offenses and the

apprehension of offenders.

- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted.
- (3) Create a multi-agency task force response to ICAC offenses.
- (4) Enhance the nationwide response to ICAC offenses
- (5) Develop and deliver ICAC public awareness and prevention programs.

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

Section 1: That the Intergovernmental Agreement titled "ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE," attached to this resolution, is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

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

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency

and

San Luis Police Department

THIS Intergovernmental Agreement (“IGA”) is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department (“PPD” or “Primary Grantee”), and the City of San Luis, Arizona, through the San Luis Police Department (“Affiliate Agency”).

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force (“ICAC Task Force”) Lead Agency, is the recipient of the United States Department of Justice (“DOJ”), Office of Juvenile Justice and Delinquency Prevention (“OJJDP”) grant regarding Internet Crimes Against Children (“ICAC”). The Task Force utilizes the grant, and funding from the Arizona Attorney General’s Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as “Affiliate Agencies”.

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures.

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties and will supersede any pre-existing agreements between the Affiliate Agency and the Arizona ICAC Task Force. This IGA will remain in effect

for five (5) years after the IGA becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers, or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors, and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 05/08/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance of change order No. 2 from Viking Industrial Painting, LLC, for the Well Site #6 tank rehabilitation project. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

In October 2023, Viking Industrial Painting, LLC was awarded the rehabilitation of the interior and exterior of two (2) steel groundwater storage tanks at well sites 5 & 6. The project was initiated at well site #6, and upon a thorough structural inspection, it was determined that aside from the blasting and coating maintenance needs, this tank is in need of a complete roof replacement due to the deteriorated conditions of its rafters. Since then, Viking was tasked to provide repair options for the tank on well site #6 and transitioned to continuing rehabilitation work on well site #5. At this point, work on well site #5 is complete, and the tank is fully operational. Viking has also presented the City of San Luis with three options for the roof replacement needs at the well site #6 tank. These options are as follows:

1. Roof In-kind replacement at \$270,689.00
2. Steel replacement with exterior structure at \$273,246.00
3. Replacement with a self-supporting aluminum geodesic dome at \$119,779.00

The Department of Public Works recommends moving forward with option No. 3, Self-supporting Aluminum Geodesic Dome. The benefits of the geodesic aluminum dome are the elimination of coating the interior and exterior surfaces during each painting cycle (less maintenance and more cost-effective in the short and long term). These cost savings make the geodesic dome a clear economic winner. From an environmental impact, the geodesic dome is also a clear winner, as the reduction of paint and abrasive use will have a positive impact on the environment.

Due to the substantial repairs needed at well site #6 tank, the project was halted, and hence, a time extension is also included in this change order No. 2. Contract time is modified to resume construction work at well site #6 on November 1, 2024, with a new substantial completion date of March 31, 2025. During the interim time, Viking would still be working on the design, drawing submittals, and ordering the dome and wind girder materials. Change order No. 2 also includes the installation/application of a City of San Luis Logo on one area of the well site #6 storage tank.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT CHANGE ORDER REQUEST NO. 2 FROM VIKING INDUSTRIAL PAINTING, LLC, FOR WELL SITE #6 TANK ROOF REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$136,904.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$136,904.00
BUDGETED AMOUNT: \$2,000,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay-CIP /
300-302-90015 / \$233,182.60
(See fiscal impact statement)

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

The original contract sum for this project (two tanks) was \$1,263,575.00

This change order adds \$136,904.00 to the contract sum.

Work at well site #5 tank is complete. Pending work for well site #6 tank (including this change order) is scheduled to occur during fiscal year 2025, and it has been budgeted accordingly.

Attachments

Change Order No. 2



City of San Luis

Department of Public Works

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

CHANGE ORDER

Project Name: <u>Water Storage Tanks 5 & 6 Rehabilitation Project</u>	
Change Order No. : <u>2</u>	To (Contractor):
Initiation Date: <u>4/8/2024</u>	<u>Viking Industrial Painting</u>
Engineer's Project No. <u>N/A</u>	<u>10905 Harrison Street</u>
Contract For: <u>Water Storage Tank Rehabilitation</u>	<u>La Vista, NE 68128</u>
Contract Date: <u>October 25, 2023</u>	<u>jim@viptanks.com</u>

Not valid until signed by both the Owner and Engineer.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Date

The following change is made to the Contract:

- Viking explored three options for the needed roof replacement for the tank at well site #6. (1) In-kind replacement at \$270,689.00 (2) Steel replacement with exterior structure at \$273,246.00, and (3) Replacement with self-supporting aluminum geodesic dome. City of San Luis is moving forward with option 3.
- Viking provided a proposal/change order for the installation/application of a City of San Luis Logo on one area at well site #6 tank. Cost of Logo includes logo pattern as well as the installation/application at \$17,125.00.
- Due to the roof replacement setbacks at the tank located at well site #6, contract time is modified to resume work at tank #6 on November 1, 2024 with a new substantial completion date of March 31, 2025.

The original Contract Sum \$1,263,575.00

Net Change by Previously Authorized Change Orders \$0.00

The Contract Sum Prior to this Change Order Was \$1,263,575.00

This Change Order will Modify the Contract Sum as Follows:

1. Installation/application of the City Logo with all colors on one area of the water storage tank at well site #6, \$17,125.00.
2. Roof replacement at well site #6 with a self-supporting aluminum geodesic dome - \$119,779.00

Original Contingency Amount \$22,575.00

Net Change by Change Order No.1 to be Deducted from Contingency Amount \$16,025.00
(Cost of Logo \$17,125.00 minus credit/deduction for removal of concrete coating \$1,100.00)

Contingency Amount Left After This Change Order \$6,550.00

Net Change by this Change Order \$136,904.00

The new Contract Sum including this Change Order will be \$1,400,479.00



City of San Luis

Department of Public Works

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

The Contract Time will be changed as follows:

1. Contract time portion of tank at well site #6 is considered on hold from December 7, 2023. Work on said tank is to resume construction on November 1, 2024. The time would then start up again with a 150-day completion schedule. During the construction hold time, Viking would still be working on the design, drawing submittals, and the ordering of the dome and wind girder materials.

The Date of Substantial Completion as of the date of this Change Order therefore is March 31, 2025.

Project Name: _____

Contractor:

Viking Industrial Painting

By: _____

Name: _____

Date: _____

Engineer:

James Davey and Associates, Inc. (Const. Management)

By: _____

Name: _____

Date: _____

Owner:

City of San Luis

By: _____

Name: _____

Date: _____



April 8, 2024

Jorge Perez
Assistant Director
1090 E. Union Street
PO Box 3750
San Luis, AZ 85349

via email: jperez@sanluisaz.com

Re: Repair and Repainting of 2-1MG Ground Storage Tanks Public Works Yard Tanks #5 and #6
Change Order Request for Well Site #6 Tank – Roof Replacement

Mr. Perez,

Viking Industrial Painting is pleased to provide the City of San Luis, AZ with the following recommendation along with the options we explored for the Well Site #6 Tank roof replacement. We explored three options throughout the process: (1) In-kind steel replacement, (2) steel replacement with exterior structure, (3) replacement with self-supporting aluminum geodesic dome. We were able to obtain multiple proposals to replace the roof as previously discussed via email messages and conversation between you and your other team members.

The total upfront cost of the three options was approximately 10-15% of each other once cost proposals were received. However, the benefit of the geodesic aluminum dome is the elimination of coating the interior and exterior surfaces during each painting cycle. These cost savings make the geodesic dome a clear economic winner. From an environmental impact, the geodesic dome is also a clear winner as the reduction of paint and abrasive usage will have a positive impact on the environment. This analysis does not include the social or aesthetic considerations of having an aluminum dome roof.

Summary and Recommendations are additional change order to the original contract:

Option #3 (Best Economical Option) Total Estimated Cost \$ 119,779.00

- Mobilization.....\$22,300 + tax rate
- Demo existing roof and add perimeter wind girder beam.....\$248,163 + tax rate
- Provide Aluminum Geodesic Dome, including installation\$184,000 + tax rate
- Project Engineering / Project Management.....\$53,725 + tax rate
- Abrasive blast/prime interior floor area as required for new roof replacement..... \$57,754 + tax rate
- Contract Deduct for interior/exterior roof prep/painting..... (\$96,250 + tax rate)
- Contract Deduct for Pit Filling and Grinding..... (\$50,000 + tax rate)
- Contract Deduct for Roof Rafter Replacement..... (\$192,500 + tax rate)
- Contract Deduct for Rafter Bracing..... (\$52,500 + tax rate)
- Contract Deduct for Column Base Guides..... (\$5,000 + tax rate)
- Contract Deduct for other misc. work not required..... (\$49,913 + tax rate)



Below are the pricing quotes we received for the other options:

Option #1 (In-kind replacement) \$270,689.00

- Demo existing roof and replace interior rafters CRT roof..... \$415,010 + 11% tax rate
- Project Engineering.\$ 53,725 + tax rate
- Abrasive blast/prime interior floor area as required after new roof replacement.....\$57,754 + tax rate
- Remobilization and perform exterior blast/prime coating.....\$39,200 + tax rate
- Contract Deduct for Roof Rafter Replacement..... (\$192,500 + tax rate)
- Contract Deduct for Rafter Bracing..... (\$52,500 + tax rate)
- Contract Deduct for Pit Filling and Grinding..... (\$50,000 + tax rate)

Option #2 (Replace steel roof with exterior structure) \$273,246.00

- Demo the existing roof and replace it with exterior CRT roof.\$418,677 + 11% tax rate
- Project Engineering.\$ 53,725 + tax rate
- Abrasive blast/prime interior floor area as required after new roof replacement.....\$57,754 + tax rate
- Remobilization and perform exterior blast/prime coating.....\$39,200 + tax rate
- Contract Deduct for Roof Rafter Replacement..... (\$192,500 + tax rate)
- Contract Deduct for Rafter Bracing..... (\$52,500 + tax rate)
- Contract Deduct for Pit Filling and Grinding..... (\$50,000 + tax rate)

Contract Time Extension: As discussed in emails as well as verbal conversations, the first date of the interior tank issues were brought to the attention of San Luis on December 7, 2023. VIP has stated since that the time for the work scope of Tank 6 needs to be suspended or put on hold as we work through the process of confirming a competent tank fabrication subcontractor as well as obtain cost pricing from them. The process for obtaining cost pricing has taken longer than expected due to the location and timing of when VIP feels this roof replacement will need to take place. VIP would ask that the Tank 6 portion of this project be on hold from December 7, 2023, through to a new proposed start date of November 3, 2024. The time would then start up again with a 150-day completion schedule depending on what replacement option is chosen. During this timeframe, Viking would still be working on the design, drawing submittals, and the ordering of the dome and wind girder materials.

Final pricing is subject to changes based on the time taken for approval and final design. Please feel free to contact me to discuss the proposal further as needed so there is a full understanding of all items.

Thank you.

Jim Caldwell
Project Manager
NACE III Certified Inspector #16187
Viking Industrial Painting
10905 Harrison Street
La Vista, NE 68128
Cell# 505 444 0688
jim@viptanks.com



February 16, 2024

Jorge Perez
Assistant Director
1090 E. Union Street
PO Box 3750
San Luis, AZ 85349

via email: jperez@sanluisaz.com

Re: Repair and Repainting of 2-1MG Ground Storage Tanks Public Works Yard Tanks #5 and #6
Change Order Proposal for 2 Logos

Mr. Perez,

VIP is providing this change order proposal for the logo as provided to us in the rendering received on 2/6/24. The cost includes the logo pattern as well as the installation/application of the logo with all colors selected on 1 area of each tank being Tank #5 and Tank #6 once it has been rehabilitated.

Cost for each logo is \$17,125.00

Total for both logos would be \$34,250.00

Add a total of 8 days to the contract schedule for this additional work.

Please feel free to contact me with any questions or comments you may have.
Thank you.

A handwritten signature in black ink that reads "J. Caldwell".

Jim Caldwell
Project Manager
NACE III Certified Inspector #16187
Viking Industrial Painting
10905 Harrison Street
La Vista, NE 68128
Cell# 505 444 0688



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 05/08/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the designation of polling places and drop-off locations for the Special Election scheduled for May 21, 2024. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City of San Luis is preparing for the Special Election scheduled for May 21, 2024. Currently, there is an IGA with Yuma County for the provision of election services. Therefore, they will be assisting the city with the special election.

A.R.S. §16-411 provides that at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held.

The **Vote Centers** will be the **Yuma County Library - San Luis Branch** and the **San Luis Medical Mall**. The polling place will be open from 6:00 a.m. to 7:00 p.m. on the date of the Special Election (May 21, 2024).

The **ballot drop-off** locations will be the **Recorder's Office**, 102 S. Main Street, Yuma, Arizona 85364 (available 24/7) and the **Yuma County Library-San Luis Branch**, 1075 N. 6th Avenue, San Luis, Arizona 85349 (available 24/7 and until 7:00 p.m. on Election Day).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE YUMA COUNTY LIBRARY - SAN LUIS BRANCH AND THE SAN LUIS MEDICAL MALL TO BE THE VOTE CENTERS FOR THE SPECIAL ELECTION ON MAY 21, 2024, AS WELL AS THE DROP BOX LOCATIONS TO BE THE RECORDER'S OFFICE AND THE YUMA COUNTY LIBRARY - SAN LUIS BRANCH, AS PRESENTED BY STAFF.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A
