



## NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, March 12, 2025. 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, 12 de Marzo del 2025. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**March 12, 2025**  
**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. PRESENTATION**

- 3. A.** Presentation of San Luis Police Department Police Officers Samantha Barraza, Javier Benavidez, Luis Lopez, & Alejandro Robledo, Police Chaplains David Reynoso, Joseph Reynoso, & Elida Valenzuela, Transit Enforcement Officers Fabian Navarro & Rahel Pineda, and Communications Officer Yecelin Rodriguez. **(Nigel Reynoso, Chief of Police)**

**4. 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.

**4. A. MINUTES OF**

-Work Session held February 5, 2025

**4. B. DISBURSEMENTS**

**From February 19, 2025, to March 5, 2025**

**Total \$2,040,004.47**

(Two Million, Forty Thousand, Four Dollars and Forty-Seven Cents)

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

- 5. A.** Discussion and possible action on any and all matters regarding the Economic Development Commission's proposal to establish an Ad Hoc Committee on Historic, Cultural, and Heritage-Based Economic Development. **(Armando Esparza, Director of Economic Development & Government Affairs)**
- 5. B.** Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Celis Development DBA Southwest Plumbing Air for the B Street City Building Remodel Project. **(Edgar Juarez, Facilities Project Coordinator)**
- 5. C.** Discussion and possible action on any and all matters regarding the approval and adoption of Order No. 2025-04. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of the Agreement Regarding the Local Border Support Grant; between the State of Arizona its Department of Public Safety and the City of San Luis, Arizona through the San Luis Police Department. **(Emmanuel Botello, Police Lieutenant)**
- 5. D.** Discussion and possible action on any and all matters regarding authorization to purchase six (6) new 2025 Ford Police Interceptor Explorers using the State of Arizona Department of Public Safety Local Border Support funds. **(Emmanuel Botello, Lieutenant)**
- 5. E.** Discussion and possible action on any and all matters regarding Ordinance No. 460. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending San Luis City Code section 13.30.010; Setback distance; Wastewater Treatment Plants. **(Jorge Perez, Assistant Director of Public Works)**

- A. Action on Reading of Ordinance No. 460 by title only  
B. Action on Ordinance No. 460

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



# PRESENTATION

## Regular City Council Meeting

**3. A.**

Meeting Date: 03/12/2025

Submitted By: Nigel Reynoso, Police Department

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### Presentation Topic/Summary:

Presentation of San Luis Police Department Police Officers Samantha Barraza, Javier Benavidez, Luis Lopez, & Alejandro Robledo, Police Chaplains David Reynoso, Joseph Reynoso, & Elida Valenzuela, Transit Enforcement Officers Fabian Navarro & Rahel Pineda, and Communications Officer Yecelin Rodriguez. **(Nigel Reynoso, Chief of Police)**

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### Attachments

Policy on Police Chaplains

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**San Luis Police Department  
Law Enforcement Policies & Procedures,  
LE 3.17 Police Chaplains**

<b>Subject:</b> Police Chaplains	<b>Policy Number:</b> LE 3.17
<b>Issue Date:</b> 06/06/2024	<b>Revision Date:</b>

**A. PURPOSE:**

1. Provide chaplaincy services to members of the City of San Luis (COSL) Police Department, their families, and the community. The Chaplaincy Program is responsible for providing Critical Incident Stress Management (CISM) response, post-traumatic counseling, and other necessary support during crisis-related events.
2. The Chaplaincy Program offers trusted individuals who will provide immediate confidential, personal, and family counseling, incorporating non-denominational spiritual guidance and emotional support for members of the COSL Police Department and their families.
3. Chaplains respond to counsel, assist and support victims and witnesses of critical incidents, crises, and other traumatic events.

**B. DUTIES**

1. Assist department officials in notifications regarding the death or serious injury of a department member.
2. Participate in ceremonies such as graduations, banquets, weddings, etc.
3. Assist with funerals and memorials of on-duty, off-duty or retired personnel.
4. Critical incident (CISM) debriefing.
5. Help family members of department personnel.
6. Represent the department before official bodies upon request.
7. Respond to major disasters.
8. Visit sick or injured personnel at home or in the hospital.

**C. QUALIFICATIONS**

1. Chaplains shall meet the following requirements:
  - a. Be full-time or retired clergy, ordained/licensed by the members of a church or religious order and in full connection with same, **or** shall be ordained/licensed clergy with professional experience with a religious organization or social service agency.
  - b. Pass the background check required to obtain a volunteer position with the City of San Luis Police Department.
  - c. Possess a valid Arizona driver's license and shall not have been convicted of any felony offense or any offenses involving moral turpitude.
  - d. Demonstrated counseling/family dynamic skills.

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**San Luis Police Department  
Law Enforcement Policies & Procedures,  
LE 3.17 Police Chaplains**

- e. Possess an unbiased understanding of multiple faiths.
2. Chaplains must possess the ability to:
  - a. Demonstrate genuine compassion and to work with a diversified population of employees/community.
  - b. Maintain high spiritual and moral standards and treat all people with respect and dignity.
  - c. Not discriminate against any person based on race, color, religion, sex, national origin, age, disability, or genetic information.
3. Church – Chaplains must:
  - a. Be in good standing with their own churches/monasteries.
  - b. Incorporate non-denominational spiritual guidance.
  - c. Maintain professional relationships with the clergy of the community.
  - d. Make referrals to the clergy of choice as soon as possible as the need arises.
  - e. Serve as liaisons between local ministerial alliances or associations and the City of San Luis Police Department.

#### **D. TRAINING AND RETENTION**

Chaplains must complete or retain the following, in order to remain eligible as a volunteer with the San Luis Police Department:

1. Attending an accredited critical incident stress management training within the first year on the team if no certification has been attained.
2. Attending continuing education training for police chaplain services, when available, to advance skills in counseling, crisis intervention, stress burnout, grief recovery, and suicide prevention.
3. Make a minimum of one-year commitment to the San Luis Chaplaincy Program.
4. Possess and retain a valid Arizona Driver's License.
5. Provide own transportation with appropriate vehicle insurance.
6. Do not respond to callouts if alcohol has been consumed or impaired by prescription/non-prescription drugs. Fatigue and/or illness will excuse the chaplain from being called out.
7. No fees or gratuities of any kind are permitted to be accepted for the San Luis PD chaplain services (funerals, weddings, counseling, etc.)

#### **E. ORGANIZATIONAL ASSIGNMENT**

1. The Chaplain program will be under the CISM/Peer Support Manager's oversight for organizational purposes.
2. Chaplains operate independently of standard supervision and may have direct communication with any employee.
3. Chaplain assignment is in a *volunteer* capacity and will be non-sworn, non-commissioned members of the City of San Luis Police Department. Chaplains will not

**San Luis Police Department  
Law Enforcement Policies & Procedures,  
LE 3.17 Police Chaplains**

be armed and only possess those powers of arrest as granted to any other citizen under state law.

4. All Chaplains shall be approved and shall serve at the pleasure of the Chief of Police.
5. Chaplains are encouraged to ride with patrol officers to become familiar with the City of San Luis Police Department personnel and to become aware of the needs of Department members.
  - a. Ride-a-longs will be frequent during the orientation of a new Chaplain and will be continued periodically to maintain the Chaplain's awareness of needs.
  - b. The chaplain shall follow the directions of the officer with whom they are riding. A chaplain shall not exit the vehicle on any high-risk calls to which they may be assigned unless the elements of risk have been mitigated.
  - c. In the instance where circumstances indicate a danger, the officer may have the Chaplain exit the vehicle at a safe location. The officer shall notify Communications so the Chaplain may be picked up by another officer.

**F. AVAILABILITY**

1. The City of San Luis Police Department members may need a neutral person in whom they can confide more freely than they would their supervisors, co-workers, family, or their own clergy, especially in times of job-related crises. Chaplains will be available to counsel or make referrals to aid employees resolve family or other disputes. Chaplains will be available to San Luis Police Department members and their families in times of personal stress. Offers of assistance will be made and members' wishes to accept, or decline, will be respected.
2. Chaplains will be available to assist command staff in making notifications to the families of the City of San Luis Police Department members who have been seriously injured or killed in the line of duty. Chaplains may be notified and requested to visit sick and injured employees and their families in times of need.
3. Emergency Response – Notification of a Chaplain in emergencies will be the responsibility of the on-duty Patrol Supervisor with the assistance of a CISM/Peer Support Certified member, if necessary.
4. Family Notifications – In the event of a serious illness, injury, or death of a City of San Luis Police Department member, the member's family will be offered the support of a Chaplain, to include notification of a member's involvement in a critical incident, if appropriate; assistance at hospitals and rehabilitation facilities; and support in matters related to funerals.
  - a. Chaplains will not infringe upon the privacy of San Luis Police Department members and their families, nor will they attempt to take the place of the ministers or other supportive persons requested by San Luis Police Department members and/or their families to assist.
5. Visits to the sick / injured – Chaplains may visit sick or injured employees in the hospital and/or their homes. When a City of San Luis Police Department employee or family member is hospitalized, the Chaplain(s) may be notified. These visits are

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tangible expressions of the care and concern of employees for each other. They also provide an opportunity for the sick and injured to discuss any fears or problems related to the illness or injury.

**G. CLERGY-PENITENT CONFIDENTIALITY**

Chaplains shall be familiar with state evidentiary laws and rules pertaining to the limits of the clergy-penitent privilege, including A.R.S. § 13-4062(3) and shall inform department members when it appears reasonably likely that the employee is discussing matters of importance to the Department that are not subject to the clergy-penitent privilege.

1. In such cases, the Chaplain should consider referring the member to a non-department counseling resource.
2. No Chaplain shall provide counsel to or receive confidential communications from any employee concerning an incident personally witnessed by the Chaplain or concerning an incident involving the Chaplain.
3. Exceptions for cases of confidentiality between the chaplain and the counseled include:
  - a. Serious violations of Department orders.
  - b. Violation of state or federal law.
  - c. A member is a clear danger to themselves or others.
4. Compromising confidentiality will be considered a violation of Department policies. If a chaplain violates confidentiality, the chaplain is subject to removal from the Chaplaincy Program.

**H. EQUIPMENT AND UNIFORMS**

Chaplains will be provided with the following items, which remain property of the City of San Luis and San Luis Police Department:

1. Ballistic vest.
2. Authorized chaplain polo shirt and jacket.
3. ID Access proxy card and key(s).
4. Chaplain badge.



## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**4. A.**

Meeting Date: 03/12/2025

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Summary

**MINUTES OF**

-Work Session held February 5, 2025

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Attachments

2/5/2025 WS

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**MINUTES**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**February 5, 2025**  
**5:00 p.m.**

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

Mayor Nieves Riedel called the Work Session to order at approximately 6:00 p.m.

**PRESENT:** Mayor Nieves Riedel  
Vice Mayor Tadeo Azael De La Hoya  
Council Member Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Esteban C. Rosales – via Zoom  
Council Member Lizeth Servin  
Council Member Javier Vargas

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Marion Macuil, City Attorney  
Melissa Lopez, Deputy City Clerk  
Adela Cortez, Director of Human Resources  
Angel Ramirez, Fire Chief  
Angelica Cifuentes, Purchasing Coordinator  
Angelica Fregoso, Ambulance Billing Coordinator  
Angelica Roldan, Director of Parks & Recreation  
Armando Esparza, Director of Economic Development  
Bianca Zarate, Ambulance Billing Coordinator  
Carolina Corral, Accountant I  
Danae T. Figueroa, Magistrate  
Damian Miller, Police Lieutenant  
Debora Luna, Accountant II  
Edgar Esparza, Billing & Collections Manager  
Eulogio Vera, Director of Public Works  
Francia Alonso, Public Information Officer  
Jaime Frias, IT Specialist  
Jorge Perez, Assistant Director of Public Works  
Jose A. Guzman, Director of Development Services  
Jose Antonio Maldonado, Multimedia Production & Operations Specialist  
Jossue Cerda, Supervisor  
Juan Leal Rubio, Assistant Director of Development Services  
Karla Placencia, Accounting Specialist  
Lizette Varela, Assistant Director of Parks & Recreation  
Maria Sabori, Risk Manager  
Mario Rodriguez, Finance Operations Manager  
Miguel Ramirez, Finance Accounting Manager

Olivia Jenkins, Administrative Services Manager  
Roula Encinas, Director of Finance  
Saul Palacios, Accounting Specialist  
Tomas Sanchez, Engineer  
Victor de la Torres, Safety Officer  
Alberto Leon, Resident  
Christian Cuevas, Translator  
Fabher Sanchez, Resident  
Manuel Rojas, Resident  
Martha Ulloa, Resident  
Maria Gonzalez, Resident  
Mark Concha, Resident

## **2. ITEMS FOR DISCUSSION ONLY:**

### **2. A. Discussion and review of the financial stability of the City of San Luis for the next five (5) years. Informational session, no action. (Roula Encinas, Director of Finance)**

Ms. Roula Encinas, Director of Finance, presented the city's financial stability for the next five (5) years, as the city will face several challenges in the upcoming fiscal years; staff will need to prepare for how these changes will impact the city's services and operations. Furthermore, she highlighted key issues that will affect the budget in the future. One of those issues is that the state plans to remove the food tax and take it to the voters for consideration, which will most likely get approved. She added that if the voters approve this, then the city will have a \$4 million decrease in sales tax revenues, which accounts for 21.6% of the city sales tax, which will significantly affect the city's budget. She mentioned that due to the state's flat income tax rate of 2.5%, the city's State Shared Revenue has already decreased by \$2.5 million during the current fiscal year; this revenue helps fund essential services. The city is seeing a financial strain as expenses continue to rise while revenue grows at a slower rate. Ms. Encinas stated that her department has worked on putting together five (5) financial forecasts focusing on the following:

1. Revenue projections – mainly from sales tax, state funding, and utility fees, it is expected to grow by 2% each year;
2. Expenditures Trends – the city spends funds on salaries, maintenance, and services for the community; the costs are rising every year because of inflation and the need to provide competitive wages for employees;
3. Reserves- the city keeps extra monies aside for unexpected emergencies and economic downturns; currently, there are enough reserves, but the city keeps spending more than it makes so that the savings will shrink over time. The city holds a minimum of four months for operational expenditures. Any use of reserves must include a structured repayment plan within three (3) fiscal years.
4. Economic changes - inflation, the economy, and changes in State and Federal funding will impact the city's finances.
5. Capital Improvements - the city has important projects, such as road repairs and building improvements. These projects are necessary and need to be balanced with the current budget.

Ms. Encinas clarified that for this analysis, staff used the audited fund balance for fiscal year 2024 as the beginning fund balance for fiscal year 2026 budget. The final result for fiscal year 2025 may differ; the salaries budget is based on current salary rates. She presented the Mayor and City Council with a General Fund Budget Analysis, as well as HURF, Water, Waste Water, Solid Waste, Ambulance, and Fund Balance Analysis.

### **General Fund Budget Analysis**

Ms. Encinas explained that expenditures for the fiscal year will be \$40 million, and revenues will be \$30 million. She commented that the city's general fund revenue for fiscal year 2026 is projected to be approximately \$33.9 million, with a modest annual increase of 2%. However, expenditures exceed revenues, resulting in a structural deficit each year. The city is required to maintain at least 4 months of operational reserves to ensure financial stability. By fiscal year 2028, the operational reserves will fall below the required threshold, putting the city's financial security at risk. If spending continues at the current rate, by fiscal year 2030, the fund balance will drop to \$6.8 million, significantly below the necessary reserve level. Additionally, by fiscal year 2028, operational reserves will no longer be sufficient to cover 4 months of expenses. These projections do not account for the potential food tax reduction, which could further impact revenue levels.

Ms. Jenny Torres, Acting City Manager, informed that staff is working on a capital improvement plan for the next five (5) years. Currently, the city is going year by year depending on the needs, and even without the real capital projects needed, the city is still in negative numbers.

Mayor Nieves Riedel asked what the solution would be to fix this?

Ms. Encinas replied that the presentation would show that all funds are critical and will be harmful within the next five (5) years. Staff will have to consider a new utility rate to increase the revenues as well as other sources of revenue will be necessary. She informed that staff is proposing a property tax to be taken to the voters in a special election on May 20, 2025. She stated that the city must gain voter support as the city cannot rely only on sales tax as the main source of revenue. She also mentioned that fees need to be adjusted and that she will need to apply for more grants, but most grants require 20% of matching funds that the city needs to pay. She commented that another proposal would be to review expenses and find ways to reduce spending carefully. Another proposal is to limit funds, focus on the most critical projects, and protect the reserves. If the city plans to use the reserves, it should have a plan to repay them.

Council Member Vargas asked what would happen if the city is not able to maintain the four (4) months' reserves. What will that mean to the city?

Ms. Encinas replied that the general fund is the city's main fund and is critical because it also assists other funds.

Council Member Lizeth Servin commented that a solution would be to start being more conservative. She asked how much of a positive impact the property tax would have on the city's budget if it is approved?

Ms. Encinas replied that if the property tax is approved, \$2.5 million will be added to the city's revenues, which will help, but the city will still need to find more resources.

Mayor Nieves Riedel agreed with Council Member Lizeth Servin and mentioned that the city has been very conservative on its spending; the projects have been able to be completed because those projects were dragged from other years.

Ms. Torres explained that throughout the years, projects were not getting done, so a cushion was being built. Once projects started to get done, they cost 30% to 40% more than they used to. Staff started using those funds, but the city is running out of those funds, and there is no additional revenue coming in, which is why the numbers are negative.

Council Member Estaban C. Rosales asked which departments or services would be affected if the food tax is cut?

Ms. Encinas replied that it would affect all departments as the tax revenues would be allocated through the general fund. She explained that the general fund subsidizes and is included in other financial resources used on the non-departmental that is negative on expenses if the money that is allocated from the general fund department to enterprise departments, which are City Clerk, City Attorney, Human Resources, City Administration, Risk Management, Information Technology, Facilities, etc., for those departments certain amount is allocated as expenses to enterprise funds which are, Water, Wastewater, Solid Waste, Ambulance, HURF, and Business Center.

Vice Mayor Tadeo Azael De La Hoya mentioned that the food tax would exempt any food projects. The city would not receive tax revenues from those purchases. He added that the city has been very conservative enough; other than starting to cut programs or jobs, how more conservative could it be?

Mayor Nieves Riedel mentioned that one of the misunderstandings among residents of San Luis, Arizona, is that the city has the highest tax rate in the county. Everyone thinks that the city receives all that money, but unfortunately, this is not true. The city only receives 4% of the total tax; the rest is for the county and state. If the city was to collect the 10.8%, this conversation would not be taking place.

Council Member Javier Vargas mentioned that the City of Somerton's tax rate is 3.3%, and they do have a property tax.

### **Highway Users Fund (HURF) Analysis**

Ms. Encinas explained that HURF remains balanced, but its funding relies heavily on transfers from the general fund. She mentioned that the decrease in revenue after fiscal year 2026 is because grant matching funds are not included in future years. This reduces the transfers in amount from the general fund, making it seem like HURF revenue is declining. She added that each year, the general funds adjust their transfer to ensure HURF remains stable; however, the general funds are facing a financial strain, and if they rely on this transfer, it may not be sustainable in the long term.

Highway Users expenditures are projected to be \$4.3 million for fiscal year 2026 and increase slightly each year, mainly covering salaries, maintenance, and special services. She stated that since highway users are balanced by the general fund transfers, spending remains stable, but any revenue shortfalls could require adjustment in the future.

Council Member Maria Cecilia Cruz commented that the gas tax has been increasing for over 30 years, and the amount of money coming in is not sufficient for everyone's needs. She mentioned that every time one puts in a gallon of gas, the state and federal government receive \$.18 cents; it is important to support the Yuma County Infrastructure Tax; if this tax is approved, it will help the county. She mentioned that everyone wants nice roads, but if there is not enough money, this can't be done. The city needs to see this as an investment for the community.

### **Water Fund Analysis**

Ms. Encinas explained that in fiscal year 2026, the city would receive grant money, which will increase revenues for that year; however, for future fiscal years, no grant money is included in the budget; this is why the total revenues will drop after fiscal year 2026. If additional grants are secured, this could improve. She mentioned that the most significant factor affecting the water fund is measured infrastructure investment. The city is planning a multi-million dollar water system upgrade, including a \$7 million project in fiscal year 2029, which will substantially reduce the fund balance. Furthermore, she mentioned that the water fund will start strong in fiscal year 2026 with \$12 million, but due to planned capital projects, the fund balance will drop to \$4 million by fiscal year 2030. She added that since no grant funds are currently budgeted beyond fiscal year 2026, it is important to look for new funding opportunities to offset major infrastructure costs. While upgrading the water system is necessary, staff needs to ensure that there are enough reserves for unexpected costs. If expenses keep rising and no new grants are secured, the city will have to consider adjustments to the water rates to keep the funds self-sustaining.

Council Member Lizeth Servin asked if the city is anticipating a water rate increase?

Ms. Encinas replied that staff will propose a new utility rate increase for fiscal year 2027, effective fiscal year 2028.

Mr. Edgar Esparza, Billing & Collections Manager, mentioned that it is a standard practice for all cities to do a water rate study every five (5) years. He added that water rates are increasing by 2% compared to wastewater, which increased by 12%, and solid waste, which is 13%; overall, there is an increase of 10% of the utility bill. He informed that the current rate study was adopted in 2023 and goes up to 2027, and in 2027, the city will have to do another rate study, and if the City Council decides to adopt the new rate study, the resolution has a clause that allows the city to increase the rates by 2% for an additional five (5) years. He explained that what this does, is that if a rate study is done in year 2027 and the Mayor and City Council do not adopt it, staff has the authority to increase the rates by 2% in 2027, which will be in effect until January 2028.

Mayor Nieves Riedel suggested doing a new rate study before the current study expires. She stated that staff should be proactive and not wait until the last minute.

Mr. Esparza replied that staff could analyze the city's needs, and if they change, another rate study can be done and presented to the City Council for consideration.

Council Member Luis E. Cabrera mentioned that doing a new rate study before it expires is still proactive, since the current one is through 2027. He asked how much it costs for a new rate study?

Mr. Esparza replied that the cost is approximately \$23,000.00 to \$25,000.00.

Ms. Jenny Torres, Acting City Manager, suggested that the Mayor and City Council review the current utility rate study. If there are needs, the new study will be proceeded with, but it will not be in effect until 2027.

Council Member Lizeth Servin agreed with Mayor Nieves Riedel on being more proactive, but suggested waiting until the end of the year or towards the beginning of the following year, considering all the changes that the city is going through.

Vice Mayor Tadeo Azael De La Hoya mentioned that there are necessary and unnecessary expenses, and tough decisions have to be made. He stated that he was elected to serve the residents of San Luis, but some decisions were not popular. He commented that sometimes the City Council abstains from making those tough decisions because they would instead get re-elected.

### **Waste Water Fund Analysis**

Ms. Roula Encinas, Director of Finance, explained that staff is projecting that the wastewater fund in fiscal year 2026 and fiscal year 2027, the city will receive debt proceeds to fund the expansion of the Wastewater Treatment Plant, which is the main project for fiscal year 2026 and fiscal year 2027. Staff is working with the consultants to get a loan approved from the Water Infrastructure Finance Authority (WIFA). Revenues in those years appear high, however, after fiscal year 2027, revenues will drop because no additional debt proceeds or grants are included. She added that salaries, maintenance, and services are expected to increase by 2% each year. Furthermore, she mentioned that the largest planned project is the expansion of the East Waste Water Treatment Plant, budgeted for fiscal year 2029 for \$15.25 million; this project is necessary to support future growth, but will create a shortfall unless additional funding is secured. Ms. Encinas commented that to ensure that the city can afford the expansion, staff will have to review and adjust the wastewater rate in fiscal year 2027 to help balance the fund and avoid a financial strain. The wastewater fund is stable for now, but the large planned project will push the fund into a negative balance by fiscal year 2030, unless action is taken. A rate review in fiscal year 2027 and additional funding sources will be necessary to ensure the city can afford the East Wastewater Treatment Plant Expansion without putting too much strain on the city's budget.

Ms. Olivia Jenkins, Administrative Services Manager, mentioned that studies are conducted every five (5) years or every ten (10) years based on infrastructure needs. The current rate was based on a study of the needs from five (5) years ago. Any future infrastructure needs for water, wastewater, and solid waste will be based on a new study.

### **Solid Waste Fund Analysis**

Ms. Roula Encinas, Director of Finance, informed that the revenues for the fund come from services charges, which are expected to grow by 2.3% each year. However, the growth is not enough to fully cover the expenses; costs for maintenance, salaries, and special services are rising every year, leading to a continued shortfall. She mentioned that in the fiscal year 2026, the Solid Waste Fund Balance would be negative \$1.6 million; even though it will continue to improve each year, it will remain negative until fiscal year 2030. The fund includes capital investment, such as new equipment that will impact the budget each year, the overall fund balance is anticipated to turn positive in fiscal year 2030.

### **Ambulance Fund Analysis**

Ms. Roula Encinas, Director of Finance, informed that the fund will begin fiscal year 2026 with a positive balance. Still, due to rising costs and limited revenue, it will end with a negative balance. The deficit will continue to grow each year, reaching a negative balance of \$1.9 million by fiscal year 2030, as salaries, maintenance, and medical expenses get more expensive every year. She explained that most of the revenues on this fund come from Medicare and Medicaid payments, which only covers a portion of the total cost of ambulance services. Unfortunately, the reimbursement rates are low and do not fully cover the expenses. Furthermore, it was explained that federal rules do not allow the city to charge residents with Medicare or Medicaid, unless they do not meet the medical necessity criteria, and because of this, the remaining balance must be written off, and this reduces the revenues for the city. She mentioned that staff must explore other funding options to keep the ambulance services running without increasing the deficit; if changes are not made, the fund deficit will continue to grow, making it harder to maintain operations without additional support.

### **Fund Balance Analysis**

Ms. Roula Encinas, Director of Finance, explained that this report shows the fund balances for the general fund, HURF, Water, Wastewater, Solid Waste, and Ambulance Services; it also shows the balances that can be used as operational reserves. She explained that the balance for impact fees in fiscal year 2024 is \$3.3 million; for water \$933,000; for wastewater \$1.4 million; and for the general fund \$2.3 million.

Council Member Lizeth Servin asked if the Finance Department adds 2% to the overall budget, including salaries, when preparing the budget?

Ms. Encinas replied that to be conservative, her department adds 2% as this is a regular practice that is done every year. She explained that the budget for fiscal year 2026 is a wish list from all departments, as management still needs to review all revenue and expenditures. She added that on capital projects, the city has a budget of \$59 million city-wide.

Mayor Nieves Riedel asked Ms. Encinas to explain where impact fees can be utilized.

Ms. Encinas explained that impact fees can only be used for infrastructure and can not be used for operational expenses, including salaries.

Mr. Jose A. Guzman, Director of Development Services, explained that state law restricts where they can be used. Impact fees are to pay for the impact that new developments have on the infrastructure; they can not be used for maintenance. He informed that impact fees are collected for Parks, Police, Fire, Highway Users, Water, and Wastewater.

Ms. Torres stated that, as Ms. Encinas mentioned in her presentation, the city will be financially stable for the next year, but in the third year, it will start reducing. She stated that the city needs to be conservative; if the city does not find revenues to come into the city, such as property tax, impact fees, utility rates, or other fees, then the city will have to start reducing services, capital projects, and a hiring freeze might be needed. She asked the Mayor and City Council what directions staff needed to take, what areas staff needed to be more conservative, and whether they wanted to cut capital projects or reduce services.

Mayor Nieves Riedel replied that staff should provide the City Council with options and mentioned that staff should work in conjunction with the City Council to make those decisions. She stated that she would support any recommendation given by staff.

Ms. Torres stated that staff will make a recommendation, but will need the City Council's support, as residents and employees will come and complain.

Council Member Javier Vargas commented that the city should be positive and hopeful that the voters will approve the proposed property tax. He mentioned that staff should help educate the community on this proposition, as the city needs it.

Council Member Lizeth Servin agreed and mentioned that things need to be prioritized, and the last thing she would like to see affected are the employees, as they are the greatest assets the city has.

Mayor Nieves Riedel mentioned that it might not be an option for others, but if there are no projects for employees to work on, then employees will have to be let go. Are employees going to be on the payroll just because the City Council does not want to do the right thing?

Vice Mayor Tadeo Azael De La Hoya asked if cutting personnel would be the last option for the City Council to consider, as there are no other options to obtain revenues? He commented that voters elected the City Council to make tough decisions and not for popular decisions. He added that, as a former employee, he understands, but if no other revenues are coming in, how will those expenses be sustained?

Council Member Maria Cecilia Cruz commented that the City Council has not had a chance to hear the department director's requests, but as soon as they provide the proposed projects, the City Council will make the correct decisions, and it will be very tough. She also mentioned that she does not want to see employees go, as they are very important. She asked department directors to reduce their budgets as much as possible to avoid being in the red numbers.

**2. B. Presentations followed by discussion on any and all matters regarding the end of the calendar year report by city departments on capital projects, programs, and services offered to the community. (Department Heads)**

The following departments made an end-of-year report on their capital projects, programs, and services offered to the community. A copy of these PowerPoint presentations is included with the complete agenda packet filed in the City Clerk's Office.

- Finance Department
- Information Technology
- Public Works
- Fire Department
- Police Department

Mayor Nieves Riedel clarified that the Police Department's new vehicle purchases have all been made through grants.

**2. C. Presentation followed by discussion on any and all matters regarding the promotion and selection of the twelve (12) businesses for the inaugural Fuerza Local Business Accelerator Program. (Armando Esparza, Director of Economic Development & Government Affairs)**

Mr. Armando Esparza, Director of Economic Development and Government Affairs, made a PowerPoint presentation regarding the Fuerza Local Program, which included how the program was promoted and the selection process. A copy of this presentation is included with the agenda packet filed in the City Clerk's Office.

Mayor Nieves Riedel informed that she asked Mr. Esparza to make this presentation because Ms. Guillermina Fuentes did a video where she mouthed some of the people who got selected. She asked Mr. Esparza if anybody from the City Council had approached him to tell him who to pick or interview for this program.

Mr. Esparza replied that the City Council was informed of the process. He added that a committee specializing in small business development was formed. He stated that no member of the city council came to city staff or staff from Fuerza Local and voiced for any of the applicants or had anything to do with the selection process.

Mayor Nieves Riedel stated that it is very important and is pleased that this presentation was done to clarify that. She commented that twelve (12) community members got excited because they were selected, but they found out about Ms. Fuentes' comments. She added that Ms. Fuentes is hurting this program and not Mayor Nieves Riedel. Furthermore, she thanked Mr. Esparza for making this presentation.

Council Member Luis E. Cabrera asked if those businesses selected are new businesses or businesses already established.

Mr. Esparza replied that when the application was launched, the staff was expecting new business people, but the majority were established businesses trying to make their business grow.

Vice Mayor Tadeo Azael De La Hoya asked who sets the rubric for this program?

Mr. Esparza replied that Fuerza Local sets the rubric, and that is the rubric that is followed in every community they go to.

### 3. Adjournment

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to adjourn the meeting at 8:26 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo A. De La Hoya	Aye
Council Member Javier Vargas	Aye
Council Member Lizeth Servin	Aye
Council Member Luis E. Cabrera	Aye
Council Member Esteban C. Rosales	Aye
Council Member Maria Cecilia Cruz	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 Work Session minutes for the City Council of the City of San Luis, Arizona, held on February 5, 2025. 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**

**4. B.**

Meeting Date: 03/12/2025

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Summary

**DISBURSEMENTS**

**From February 19, 2025, to March 5, 2025**

**Total \$2,040,004.47**

(Two Million, Forty Thousand, Four Dollars and Forty-Seven Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING MARCH 12, 2025 Disbursement Report from 02/19/2025 TO 03/05/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	02/21/2025	\$ 849,464.80	Schedule A
Payroll Check Account	02/27/2025	\$ 7,879.15	Schedule B
Payroll Check Account	02/27/2025	\$ 524,599.51	Schedule C
Accounts Payable Check Account	02/28/2025	\$ 658,061.01	Schedule D

**Total Disbursements: \$ 2,040,004.47**

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

**RECEIVED**  
**MAR - 6 2025**  
**CITY CLERK'S OFFICE**

Prepared by Karla Plascencia: 

Verified by Finance: 

For Council approval on: \_\_\_\_\_

**Mayor:** \_\_\_\_\_

**Council:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Payment Register

From Payment Date: 2/17/2025 - To Payment Date: 2/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
111271	02/17/2025	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
111272	02/20/2025	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$205.81		
111273	02/20/2025	Open			Accounts Payable	ANDRADE, CYNTHIA	\$146.00		
111274	02/20/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$360.00		
111275	02/20/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$201.15		
111276	02/20/2025	Voided		02/25/2025	Accounts Payable	BERMUDEZ, CARLOS	\$146.00		
111277	02/20/2025	Open			Accounts Payable	BOBADILLA, YADIRA	\$91.00		
111278	02/20/2025	Open			Accounts Payable	BOTELLO, EMMANUEL	\$91.00		
111279	02/20/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$9,373.93		
111280	02/20/2025	Open			Accounts Payable	C&D DISPOSAL LLC	\$1,114.07		
111281	02/20/2025	Open			Accounts Payable	CAMPA, JOAQUIN	\$227.00		
111282	02/20/2025	Open			Accounts Payable	CENTURLINK	\$317.29		
111283	02/20/2025	Open			Accounts Payable	CEV MULTIMEDIA, LTD.	\$975.00		
111284	02/20/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$365.00		
111285	02/20/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$1,336.48		
111286	02/20/2025	Open			Accounts Payable	CORE & MAIN LP	\$2,155.24		
111287	02/20/2025	Open			Accounts Payable	DINO NATION LLC	\$600.00		
111288	02/20/2025	Open			Accounts Payable	DOANE AND HARTWIG WATER SYSTEMS, INC.	\$3,665.58		
111289	02/20/2025	Open			Accounts Payable	ERFERT, RICK	\$464.00		
111290	02/20/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$369.78		
111291	02/20/2025	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$120.00		
111292	02/20/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$642.50		
111293	02/20/2025	Open			Accounts Payable	FREGOSO, JESUS	\$200.00		
111294	02/20/2025	Open			Accounts Payable	FX TACTICAL, LLC	\$477.80		
111295	02/20/2025	Open			Accounts Payable	GONZALEZ, AARON	\$146.00		
111296	02/20/2025	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$237.45		
111297	02/20/2025	Open			Accounts Payable	HAJOCA CORPORATION	\$373.62		
111298	02/20/2025	Open			Accounts Payable	HARVEST POWER COMM DEV GRP INC	\$175.00		
111299	02/20/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$20,090.43		
111300	02/20/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$908.95		
111301	02/20/2025	Open			Accounts Payable	INNOVATIVE PRECAST LLC	\$2,526.26		
111302	02/20/2025	Open			Accounts Payable	IPS GROUP INC	\$2,259.38		
111303	02/20/2025	Open			Accounts Payable	IRON MOUNTAIN INC	\$921.15		
111304	02/20/2025	Open			Accounts Payable	JUAREZ, NANCY	\$59.00		
111305	02/20/2025	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$977.64		
111306	02/20/2025	Open			Accounts Payable	LOWE'S HIW, INC.	\$528.59		
111307	02/20/2025	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$700.00		
111308	02/20/2025	Open			Accounts Payable	MAGALLANES, CESAR	\$200.00		
111309	02/20/2025	Open			Accounts Payable	MALDONADO, JUAN, J	\$169.34		
111310	02/20/2025	Open			Accounts Payable	MARTIN'S CUSTOM CABINETS, LLC	\$340.00		
111311	02/20/2025	Open			Accounts Payable	MILLER, DAMIAN	\$91.00		

# Payment Register

From Payment Date: 2/17/2025 - To Payment Date: 2/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
111312	02/20/2025	Open			Accounts Payable	MYERS TIRE SUPPLY DISTRIBUTION INC	\$437.61		
111313	02/20/2025	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$913.31		
111314	02/20/2025	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$766.19		
111315	02/20/2025	Open			Accounts Payable	ORTEGA, KEYLA	\$40.00		
111316	02/20/2025	Open			Accounts Payable	PETTY CASH/RECREATION	\$200.00		
111317	02/20/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$7,481.49		
111318	02/20/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$360.00		
111319	02/20/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,726.05		
111320	02/20/2025	Open			Accounts Payable	REYNOSO, NIGEL	\$91.00		
111321	02/20/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,993.17		
111322	02/20/2025	Open			Accounts Payable	SANCHEZ, JESUS	\$200.00		
111323	02/20/2025	Open			Accounts Payable	SANFORD, JAMES	\$999.56		
111324	02/20/2025	Open			Accounts Payable	SPENCER FANE LLP	\$9,795.60		
111325	02/20/2025	Open			Accounts Payable	SUNDWALL FARMS LLC	\$600.00		
111326	02/20/2025	Open			Accounts Payable	UNITED FARM SERVICE, INC.	\$8,280.00		
111327	02/20/2025	Open			Accounts Payable	XEROX CORPORATION	\$449.89		
111328	02/20/2025	Open			Accounts Payable	YMPO	\$14,104.06		
111329	02/20/2025	Open			Accounts Payable	YUMA ATTORNEY SERVICE, LLC	\$75.00		
111330	02/20/2025	Open			Accounts Payable	YUMA COUNTY ATTORNEYS OFFICE	\$450.00		
111331	02/20/2025	Open			Accounts Payable	MGC CONTRACTORS, INC	\$257,391.00		
Type Check Totals:									
61 Transactions								\$361,458.05	
<u>EFT</u>									
7011	02/20/2025	Open			Accounts Payable	ANIMAL CARE EQUIPMENT AND SERVICES	\$122.56		
7012	02/20/2025	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$8,969.11		
7013	02/20/2025	Open			Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	\$8,081.50		
7014	02/20/2025	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$117.37		
7015	02/20/2025	Open			Accounts Payable	ARIZONA SUPREME COURT	\$11,240.58		
7016	02/20/2025	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$1,368.49		
7017	02/20/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,201.82		
7018	02/20/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$3,235.62		
7019	02/20/2025	Open			Accounts Payable	BOTACH INC	\$712.62		
7020	02/20/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$3,598.38		
7021	02/20/2025	Open			Accounts Payable	CDWG	\$4,775.87		
7022	02/20/2025	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$378.38		
7023	02/20/2025	Open			Accounts Payable	CORRAL, RICARDO	\$270.00		
7024	02/20/2025	Open			Accounts Payable	CSC OF YUMA	\$379.47		
7025	02/20/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50		
7026	02/20/2025	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$175.36		
7027	02/20/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$331.50		
7028	02/20/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,118.91		
7029	02/20/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$375.50		
7030	02/20/2025	Open			Accounts Payable	FRUTH GROUP INC	\$688.50		



# Payment Register

From Payment Date: 2/17/2025 - To Payment Date: 2/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	60	\$361,312.05	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$146.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>61</b>	<b>\$361,458.05</b>	<b>\$0.00</b>	
				<b>EFTs</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	59	\$488,152.75	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>59</b>	<b>\$488,152.75</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	119	\$849,464.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$146.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>120</b>	<b>\$849,610.80</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	60	\$361,312.05	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$146.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>61</b>	<b>\$361,458.05</b>	<b>\$0.00</b>	
				<b>EFTs</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	59	\$488,152.75	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>59</b>	<b>\$488,152.75</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	119	\$849,464.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$146.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>120</b>	<b>\$849,610.80</b>	<b>\$0.00</b>	

Karla Plascencia

Digitally signed by: Karla Plascencia  
 DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C =  
 US O = City of San Luis OU = Finance  
 Date: 2025.03.06 11:39:09 -0700



# Pay Day Register

Pay Date Range 02/21/25 - 02/21/25

Pay Batch F022125

Pay Batch F022125 Total

Employees in Pay Batch 9

Female Employees in Pay Batch 0

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
957 - FD - CEP RETENTION	.0000	5,000.00	Gross	9,500.00		
958 - FD - EMT RETENTION	.0000	4,500.00	Imputed Income		<u>Employer Taxes</u>	<u>Gross Base</u>
Total	0.0000	\$9,500.00	FEDERAL TAX WITHHOLDING	689.10	MEDICARE	137.75 9,500.00
			SOCIAL SECURITY TAX	589.00	SOCIAL SECURITY TAX	589.00 9,500.00
			MEDICARE	137.75	SUTA/UNEMPLOYMENT	57.01 9,500.00
			STATE WITHHOLDING	205.00		
			Net	\$7,879.15	<u>Workers' Comp</u>	<u>Gross Base</u>
					<u>Direct Deposits</u>	<u>Amount</u>
					Check	\$7,879.15

Roula Jouanne  
de Encinas

Digitally signed by: Roula Jouanne  
de Encinas  
DN: CN = Roula Jouanne de Encinas  
email = rencinas@sanluisaz.gov C =  
US O = City of San Luis  
Date: 2025.02.27 15:08:39 -07'00'



# Pay Day Register

Pay Date Range 02/08/25 - 02/21/25

Pay Batch 202505

Pay Batch 202505 Total

Employees in Pay Batch 341

Female Employees in Pay Batch 94

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	23,625.2500	566,018.79	Gross	759,063.77	ASRS ALTERNATE	738.24	7,244.80
1001 - LEAVE WITHOUT PAY	114.8569	.00	Imputed Income		AZ STATE RETIREMENT	52,790.81	435,567.69
1007 - ON CALL WORKED HOURS	30.2500	620.55	FEDERAL TAX WITHHOLDING	45,627.52	DENTAL = FAMILY	457.70	.00
1009 - PART TIME	196.0000	2,924.25	SOCIAL SECURITY TAX	47,061.89	LONG TERM DISABILITY	653.36	435,567.69
1010 - PART TIME FIREFIGHTERS	62.2500	1,227.90	MEDICARE	11,006.48	MEDICAL MEX ONLY - EE &	1,768.00	.00
201 - OVERTIME	690.2500	27,157.71	STATE WITHHOLDING	13,934.79	MEDICAL MEX ONLY - EE &	6,970.59	.00
202 - OP STONE GARDEN- O.T.	744.5000	34,586.45	24-7 GET FIT- GYM	1,377.00	MEDICAL MEX ONLY - EE &	1,591.20	.00
2023 - FMLA - SICK LEAVE	12.1400	235.99	AM. FIDELITY - HEALTH FSA	50.00	MEDICAL MEX ONLY - EE ONLY	551.00	.00
2024 - FMLA - VACATION LEAVE	73.5400	1,440.78	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	57,762.22	.00
2036 - MARSHALS OT	19.0000	774.06	AM. FIDELITY- ACCIDENT-PRE	540.70	MEX ONLY DENTAL - EE &	149.52	.00
2038 - FMLA - LEAVE WITHOUT	126.3200	.00	AM. FIDELITY- CANCER-POST	28.70	MEX ONLY DENTAL - EE &	417.56	.00
210 - SRO	197.0000	5,636.98	AM. FIDELITY- CANCER-PRE TAX	136.15	MEX ONLY DENTAL - EE &	149.52	.00
300 - VACATION EARNED	1,366.0900	.00	AM. FIDELITY- GCI -POST TAX	48.51	MEX ONLY DENTAL - EE ONLY	56.98	.00
301 - VACATION USED	628.2700	16,609.42	AM. FIDELITY- GHI- PRE TAX	275.40	PSPRS - ALTERNATE	212.38	2,654.75
400 - SICK EARNED	1,287.2100	.00	AM. FIDELITY- LIFE -POST TAX	392.90	PSPRS FIRE DB NORM - TIER 1	8,797.14	69,487.63
405 - SCHEDULED SICK LEAVE	181.9200	4,546.14	AM. FIDELITY- TX LIFE -POST	173.31	PSPRS FIRE DB NORM - TIER 2	608.49	4,806.35
406 - UNSCHEDULED SICK LEAVE	551.0000	12,056.83	AZ COPS - SLPD	525.00	PSPRS FIRE DB NORM - TIER 3	5,261.13	59,180.13
501 - WC PUBLIC SAFETY USED	106.0000	2,343.66	AZ STATE RETIREMENT	52,790.81	PSPRS FIRE DB UNFUND - TIER	416.92	69,487.63
502 - ON CALL PAY I.T.	.0000	125.00	BORDER GYM - GYM	300.00	PSPRS FIRE DB UNFUND - TIER	28.84	4,806.35
503 - STAND-BY PAY	661.7500	1,323.50	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	436.82	61,523.79
701 - HOLIDAY	2,530.6700	63,389.43	DEFERRED COMP - ROTH	865.00	PSPRS POLICE DB NORM - TIER	7,730.46	77,459.46
704 - FIRE HOLIDAY EARNED	593.6000	.00	DEFERRED COMP - ROTH	324.37	PSPRS POLICE DB NORM - TIER	1,496.19	14,991.85
706 - HOLIDAY WORKED HOURS	300.2500	11,043.67	DEFERRED COMPENSATION	3,250.00	PSPRS POLICE DB NORM - TIER	6,049.90	68,052.88
806 - TELEPHONE STIPEND	.0000	1,100.00	DEFERRED COMPENSATION	620.34	PSPRS POLICE DB UNFUND -	3,431.46	77,459.46
809 - RETRO PAY	65.7748	1,540.26	FOP/ALC	420.00	PSPRS POLICE DB UNFUND -	664.14	14,991.85
900 - COMPENSATION EARNED	2.5000	.00	GARNISHMENT - CHILD	2,968.33	PSPRS POLICE DB UNFUND -	3,239.33	68,052.88
901 - COMPENSATION USED	4.1250	61.32	IAFF- FIRE DEPT	1,510.00	STANDARD LIFE	2,941.16	.00
921 - STEP OVERTIME	6.0000	253.08	LEGAL SHIELD	59.31	STANDARD LTD	1,491.22	275,339.39
923 - BORDER FITNESS - GYM	.0000	300.00	LONG TERM DISABILITY	653.36	STANDARD STD	4,948.71	.00
932 - 24-7 GET FIT - GYM	.0000	1,377.00	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	350.68	.00
965 - PD - STAND-BY PAY	.0000	2,227.00	MEX ONLY DENTAL - EE &	192.36	U.S. MEX DENTAL - EE &	111.58	.00
967 - FD - SPECIAL ASSIGNEMNT	72.0000	144.00	MEX ONLY DENTAL - EE &	537.24	US & MEX DENTAL - EE	3,210.24	.00
Total	34,248.5167	\$759,063.77	MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = C	17,469.00	.00
			MEX ONLY HEALTH - EE & CH	580.83	US & MEX HEALTH = FAMILY	25,980.15	.00
			MEXICO ONLY HEALTH - EE &	2,044.71	US & MEX HEALTH = SP	4,367.25	.00
			MEXICO ONLY HEALTH - EE &	466.74	VISION - SINGLE	1,166.45	.00
			MISCELLANEOUS	130.00	VSP- VISION	593.25	.00
			PAC FUND- FIRE DEPT.	123.00	WC PSPRS 17.78	416.70	2,343.66
			PS DEFERRED COMP - ROTH	705.00	Total	\$225,476.29	

SCHEDULE C



# Pay Day Register

Pay Date Range 02/08/25 - 02/21/25

Pay Batch 202505

PS DEFERRED COMP - ROTH	262.19	2,621.88
PS DEFERRED COMP TIAA -	969.86	13,212.16
PS DEFERRED COMPENSATION	1,860.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,426.93	57,868.43
PSPRS FIRE DB RATE - TIER 1b	907.45	11,862.20
PSPRS FIRE DB RATE - TIER 2	369.75	4,833.35
PSPRS FIRE DB RATE - TIER 3	5,261.13	59,180.13
PSPRS POLICE DB RATE - TIER	4,169.90	54,508.55
PSPRS POLICE DB RATE - TIER	1,755.74	22,950.91
PSPRS POLICE DB RATE - TIER 2	1,146.87	14,991.85
PSPRS POLICE DB RATE - TIER 3	6,049.90	68,052.88
STANDARD LIFE ADDTNL	864.51	.00
TRANSWESTERN MEXICAN	139.50	.00
U.S. MEX DENTAL - EE &	451.66	.00
U.S. MEX DENTAL - EE &	143.71	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	589.26	.00
US & MEX HEALTH = C	5,124.24	.00
US & MEX HEALTH = FAMILY	7,620.90	.00
US & MEX HEALTH = SP	1,281.06	.00
VSP - VISION CHILDREN	257.89	.00
VSP - VISION FAMILY	369.41	.00
VSP - VISION SPOUSE	160.31	.00
Net	<u>\$524,599.51</u>	

Employer Taxes		Gross Base
MEDICARE	11,006.48	759,063.77
SOCIAL SECURITY TAX	47,061.89	759,063.77
SUTA/UNEMPLOYMENT	<u>4,323.53</u>	720,596.09
Total	\$62,391.90	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,299.42	69,462.40
ANIMAL CONTROL OFFICERS	67.86	3,016.23
ATTORNEY- ALL & CLERICAL-	66.09	30,042.37
AUTO SERVICE/ REPAIR	294.80	10,566.58
BUILDING- NOC OPER BY	575.99	15,911.53
BUS COMPANY AND DRIVERS	83.99	1,521.60
CLERICAL OFFICE/ LIBRARY/	434.75	181,158.19
Electrician	68.58	2,184.00
FIREFIGHTERS & DRIVERS	3,387.12	71,308.20
GARBAGE/ ASH/ REFUSE	625.92	10,014.83
Homemaker Service	41.10	1,794.68
Motion Picture Production	14.18	2,181.20
MUNICIPAL/ TOWN/	855.79	48,902.32
PARKS- NOC ALL EMPLOYEES	816.43	26,336.35
POLICE OFFICERS	8,386.24	176,552.00
RECREATION- ALL EMPLOYEES/	271.29	19,801.85
SEWAGE DISPOSAL/ PLANT	1,133.46	32,949.80
Street or Road Construction	2,642.97	29,931.61
WATERWORKS OPERATIONS	<u>882.36</u>	25,428.03
Total	\$23,948.34	

Roula Jouanne de Encinas

Digitally signed by: Roula Jouanne de Encinas  
 DN: CN = Roula Jouanne de Encinas  
 email = rencinas@sanluisaz.gov C = US O = City of San Luis  
 Date: 2025.02.27 15:05:41 -07'00'

Direct Deposits		Amount
1st Bank Yuma		43,947.16
ACADEMY BANK		2,461.02
Ally Bank		1,496.80
AVENIR FINANCIAL		43,894.04
Bank of America		6,208.45
Bankcorp		200.00
CAPITAL ONE		3,512.95
Charles Sch		250.00
Chase Bank		249,916.35
CHASE BANK CA		1,179.17
CHASE BANK MORGAN		1,494.09
CHASE BANK TX		2,287.63
chase centro		1,815.69



# Pay Day Register

Pay Date Range 02/08/25 - 02/21/25

Pay Batch 202505

discover	400.00
FF CREDIT UNION	2,190.48
FIDELITY	313.84
FIREFIGHTER FIRST CREDIT UNION	11,407.34
HUGHES FCU	1,761.86
MECHNICS BANK	221.14
National Bank	1,299.23
Navy Federal	28,399.58
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	845.11
PATHWARD	1,343.81
SOFI BANK	2,837.91
Sunbank	2,428.83
THE FOOTHILLS BANK	768.91
USAA FEDERAL SAVING	1,182.92
VANTAGE WEST	2,040.42
WASHINGTON FEDERAL	1,199.71
Wells Fargo	92,773.29
WELLS FARGO ARKANSAS	1,442.53
WELLS FARGO CA	3,838.46
WELLS FARGO YUMA	2,863.73
Total	<u>\$518,342.45</u>
Check	\$6,257.06

# Payment Register

From Payment Date: 2/24/2025 - To Payment Date: 2/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
111332	02/27/2025	Open			Accounts Payable	FOP/ALC	\$420.00		
111333	02/27/2025	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$525.00		
111334	02/27/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,202.79		
111335	02/27/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
111336	02/27/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$123.00		
111337	02/27/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,510.00		
111338	02/28/2025	Open			Accounts Payable	ADOT MVD	\$4.25		
111339	02/28/2025	Open			Accounts Payable	AMERICAN HEART ASSOCIATION, INC.	\$684.66		
111340	02/28/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$390.00		
111341	02/28/2025	Open			Accounts Payable	APS	\$50.00		
111342	02/28/2025	Open			Accounts Payable	ARIZONA STATE TREASURER	\$25,347.21		
111343	02/28/2025	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$25.00		
111344	02/28/2025	Open			Accounts Payable	BOUCHER, MICHELLE	\$327.00		
111345	02/28/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,282.98		
111346	02/28/2025	Open			Accounts Payable	BRUSH IT LLC	\$135.51		
111347	02/28/2025	Open			Accounts Payable	CENTURYLINK	\$70.92		
111348	02/28/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$1,964.42		
111349	02/28/2025	Open			Accounts Payable	CORE & MAIN LP	\$954.95		
111350	02/28/2025	Open			Accounts Payable	CORTEZ, ADELA	\$33.73		
111351	02/28/2025	Open			Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC	\$41,130.00		
111352	02/28/2025	Open			Accounts Payable	DOANE AND HARTWIG WATER SYSTEMS, INC.	\$1,338.35		
111353	02/28/2025	Open			Accounts Payable	FISHER SCIENTIFIC	\$346.14		
111354	02/28/2025	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$30,405.00		
111355	02/28/2025	Open			Accounts Payable	GARCIA, JESUS	\$1,350.00		
111356	02/28/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$80.45		
111357	02/28/2025	Open			Accounts Payable	HERNANDEZ CORTEZ, JOAQUIN	\$125.45		
111358	02/28/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$357.44		
111359	02/28/2025	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$200.00		
111360	02/28/2025	Open			Accounts Payable	INTERNATIONAL ASSOC. FOR PROP/EVIDENCE	\$65.00		
111361	02/28/2025	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$249.11		
111362	02/28/2025	Open			Accounts Payable	JUAREZ, NANCY	\$32.00		
111363	02/28/2025	Open			Accounts Payable	LA BODEGA, LLC	\$1,882.24		
111364	02/28/2025	Open			Accounts Payable	LA CHOYA PLUMBING LLC	\$400.00		
111365	02/28/2025	Open			Accounts Payable	MILLER, DAMIAN	\$327.00		
111366	02/28/2025	Open			Accounts Payable	MUNOZ, ALDO	\$180.00		
111367	02/28/2025	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$291.72		
111368	02/28/2025	Open			Accounts Payable	NIEBLAS BRIZUELA, JOSE, G	\$500.00		
111369	02/28/2025	Open			Accounts Payable	NUNO, JAVIER	\$260.00		

# Payment Register

From Payment Date: 2/24/2025 - To Payment Date: 2/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
111370	02/28/2025	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$236.96		
111371	02/28/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$13,126.04		
111372	02/28/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$720.00		
111373	02/28/2025	Open			Accounts Payable	RAMIREZ, ALEJANDRO	\$327.00		
111374	02/28/2025	Open			Accounts Payable	RAMIREZ, FELIPE	\$144.00		
111375	02/28/2025	Open			Accounts Payable	ROBERT HALF INC.	\$2,800.00		
111376	02/28/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$478.40		
111377	02/28/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$1,077.02		
111378	02/28/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$277.89		
111379	02/28/2025	Open			Accounts Payable	WAL-MART	\$25.00		
111380	02/28/2025	Open			Accounts Payable	WALKER, BARBARA	\$400.00		
111381	02/28/2025	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$5,985.70		
111382	02/28/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$476.32		
111383	02/28/2025	Open			Accounts Payable	ZARAGOZA, LETICIA	\$130.00		
111384	02/28/2025	Open			Accounts Payable	NCH CORPORATION	\$467.90		
Type Check Totals:									
EFT									
7071	02/25/2025	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$272,085.67		
7072	02/28/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$11,679.32		
7073	02/28/2025	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$13,936.10		
7074	02/28/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$530.84		
7075	02/28/2025	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$2,810.31		
7076	02/28/2025	Open			Accounts Payable	BIG TRUCK RENTAL, LLC	\$288.00		
7077	02/28/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$484.91		
7078	02/28/2025	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$2,379.64		
7079	02/28/2025	Open			Accounts Payable	CDWG	\$1,523.73		
7080	02/28/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$2,427.29		
7081	02/28/2025	Open			Accounts Payable	CITY OF YUMA	\$104,779.13		
7082	02/28/2025	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$316.85		
7083	02/28/2025	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$2,779.50		
7084	02/28/2025	Open			Accounts Payable	CORRAL, RICARDO	\$95.00		
7085	02/28/2025	Open			Accounts Payable	CRAFICO INC.	\$22,109.30		
7086	02/28/2025	Open			Accounts Payable	CSC OF YUMA	\$152.23		
7087	02/28/2025	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$5,056.55		
7088	02/28/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$827.55		
7089	02/28/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$234.25		
7090	02/28/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,443.50		
7091	02/28/2025	Open			Accounts Payable	FRUTH GROUP INC	\$2,658.28		
7092	02/28/2025	Open			Accounts Payable	GARCIA, JESUS	\$200.00		
7093	02/28/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$1,272.04		
7094	02/28/2025	Open			Accounts Payable	JSA COMPANY	\$26,391.00		
7095	02/28/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$5,608.03		
7096	02/28/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$475.00		
7097	02/28/2025	Open			Accounts Payable	MARC	\$549.08		
7098	02/28/2025	Open			Accounts Payable	MONOPRICE INC.	\$143.40		
7099	02/28/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$623.22		

# Payment Register

From Payment Date: 2/24/2025 - To Payment Date: 2/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7100	02/28/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$145.00		
7101	02/28/2025	Open			Accounts Payable	PLOTTER DOCTORS, LLC	\$239.58		
7102	02/28/2025	Open			Accounts Payable	POLAR ICE LLC	\$381.96		
7103	02/28/2025	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$126.00		
7104	02/28/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,932.14		
7105	02/28/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$75.13		
7106	02/28/2025	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$2,203.79		
7107	02/28/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$780.00		
7108	02/28/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$4,059.01		
7109	02/28/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,098.83		
7110	02/28/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$1,280.00		
7111	02/28/2025	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$736.23		
7112	02/28/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$451.70		
7113	02/28/2025	Open			Accounts Payable	ULINE, INC.	\$1,244.05		
7114	02/28/2025	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$3,476.81		
7115	02/28/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,243.37		
7116	02/28/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$318.00		
7117	02/28/2025	Open			Accounts Payable	YEPEZ ENTERPRISES LLC	\$5,616.98		
7118	02/28/2025	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$142.13		
7119	02/28/2025	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$204.90		
7120	02/28/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,188.13		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$514,803.46	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$143,257.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 2/24/2025 - To Payment Date: 2/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0	\$0.00	\$0.00
					Total		53	\$143,257.55	\$0.00
<b>EFTs</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		50	\$514,803.46	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		50	\$514,803.46	\$0.00
<b>All</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		103	\$658,061.01	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		103	\$658,061.01	\$0.00
<b>Grand Totals:</b>									
<b>Checks</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		53	\$143,257.55	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		53	\$143,257.55	\$0.00
<b>EFTs</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		50	\$514,803.46	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		50	\$514,803.46	\$0.00
<b>All</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		103	\$658,061.01	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		103	\$658,061.01	\$0.00

Karla Plascencia

Digitally signed by: Karla Plascencia  
 DN: CN = Karla Plascencia email =  
 kplascencia@sanluisaz.gov C = US O = City  
 of San Luis OU = Finance  
 Date: 2025.03.06 11:25:56 -07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. A.

**Meeting Date:** 03/12/2025

**Department Head:** Armando Esparza, Director of Economic Development, Economic Development

**Submitted By:** Armando Esparza, Director of Economic Development, Economic Development

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the Economic Development Commission's proposal to establish an Ad Hoc Committee on Historic, Cultural, and Heritage-Based Economic Development. **(Armando Esparza, Director of Economic Development & Government Affairs)**

#### SUMMARY:

On January 29, 2025, the San Luis Economic Development Commission (SLEDC) discussed the creation of an Ad Hoc Committee focused on Historic, Cultural, and Heritage-Based Economic Development. The Economic Development Department, along with Chairman Jesus Carillo and Vice Chair Salma Marrufo, developed a proposal for an Ad Hoc committee within the SLEDC emphasizing the economic potential of leveraging San Luis' historic and cultural assets to drive job creation, increase property values, boost tourism, and revitalize the community. According to Article VI, Section B of the San Luis Economic Development Commission Bylaws, ad hoc committees may be recommended and approved by the San Luis City Council. The Chairman of the SLEDC will appoint members to this committee, which can include both commissioners and community members.

#### BACKGROUND

The Arizona State Historic Preservation Office (SHPO), a division of Arizona State Parks, plays a pivotal role in safeguarding the state's historic and archaeological properties. SHPO collaborates with communities to protect heritage resources, facilitates the Certified Local Governments (CLG) program, and provides incentives such as historic tax credits. This aligns with San Luis' 2040 General Plan, which underscores the significance of historic preservation in enhancing community identity, supporting economic development, and leveraging cultural heritage as an asset.

#### SAN LUIS 2040 GENERAL PLAN ALIGNMENT

- **Community Identity & Preservation:** Reinforce community identity through historic preservation efforts and develop standards to preserve the historical integrity of buildings, particularly in the downtown area.
- **Historic Preservation Goals:** Pursue CLG status through SHPO, conduct cultural resource surveys, and establish the Economic Development Commission as the board for the CLG program. This will open opportunities for federal Historic Preservation grants to support revitalization initiatives.

#### OBJECTIVES OF THE AD HOC COMMITTEE

- **Identify Properties for Historic Designation:** Develop an inventory of historically and culturally significant properties and pursue CLG status.
- **Identify Grant Opportunities:** Compile grant programs for historic preservation and adaptive

reuse, including state and federal funding opportunities.

- Promote Adaptive Reuse for Business Development: Develop strategies for repurposing historic properties into boutique hotels, cultural centers, and retail spaces.
- Increase Tourism through Heritage Assets: Develop marketing strategies to promote San Luis' historic and cultural heritage.
- Assess Revenue Generation & Economic Impact: Evaluate the potential revenue from heritage tourism and adaptive reuse investments.

### COMMITTEE STRUCTURE

- Members will be appointed by the SLEDC Chairman and led by the SLEDC Vice Chair.
- Proposed members include SLEDC commissioners, community members, city staff, property owners, and local business representatives.
- The committee will operate for no more than 24 months and report findings and recommendations to the City Council within this timeframe.

### EXPECTED OUTCOMES & BENEFITS

- Job creation through adaptive reuse projects and tourism growth.
- Increased grant funding for property revitalization.
- Expansion of the commercial tax base.
- Growth in heritage tourism, attracting visitors, and increasing local business revenues.
- Strengthened community identity and cultural preservation efforts.

The SLEDC seeks council approval to establish the Historic, Cultural, and Heritage Economic Development Ad Hoc Committee.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CREATION OF A HISTORIC, CULTURAL, AND HERITAGE ECONOMIC DEVELOPMENT AD HOC COMMITTEE TO EXPLORE HISTORIC PRESERVATION AS AN ECONOMIC DEVELOPMENT STRATEGY.**

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#### Fiscal Impact

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

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#### Attachments

SLEDC Ad Hoc Committee Proposal  
Economic Development Commission Bylaws  
General Plan - Economic Development

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## **Proposal to Establish an Ad Hoc Committee on Historic, Cultural, and Heritage-Based Economic Development**

**Submitted to:** Mayor Nieves Riedel and San Luis City Council

**Submitted by:** Jesus Carrillo, Chairman, San Luis Economic Development Commission

**Date:** March 12<sup>th</sup>, 2025

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### **Background**

Arizona's historic and cultural assets are not just relics of the past—they are **economic engines** that drive job creation, increase property values, boost tourism, and revitalize communities. The San Luis Economic Development Commission seeks to establishing a **Historic, Cultural, and Heritage Economic Development Ad Hoc Committee** for the City of San Luis will leverage these assets into **sustainable economic development**.

### **Key Economic Indicators Supporting This Initiative**

- **Historic state parks alone contribute over \$35.4 million annually** to Arizona's economy, with a significant portion benefiting the retail and hospitality sectors (Arizona State Historic Preservation Plan, 2019).
  - **Heritage tourism and historic preservation significantly contribute to local retail and sales tax revenues.** Visitors drawn to historic districts and cultural attractions spend more at local businesses, boosting the retail economy (Arizona State Historic Preservation Plan, 2019).
  - **Retail spaces in historic areas maintain higher occupancy rates** and attract locally owned businesses, which reinvest more money into the community compared to chain stores (Preservation Phoenix Style Report, 2021).
  - **Historic preservation supports tourism-related businesses**, including hotels, restaurants, and retail establishments that benefit from increased visitor spending (Arizona State Historic Preservation Plan, 2019).
  - **Adaptive reuse of historic buildings attracts entrepreneurs and business owners**, leading to increased retail activity and revitalization of commercial corridors (Preservation Phoenix Style Report, 2021).
  - **Walkable historic districts generate more revenue per square foot than newer commercial developments**, making them strong economic drivers (Preservation Phoenix Style Report, 2021).
- 

### **Purpose of the Ad Hoc Committee**

The **Historic, Cultural, and Heritage Economic Development Ad Hoc Committee** is proposed to evaluate and implement strategies that leverage San Luis' historic and cultural assets as an **economic development tool**. This initiative aligns with the City's broader goals of downtown revitalization, business attraction, and tourism expansion, while identifying funding sources to support adaptive reuse and business development efforts.

This effort is also aligned with the **San Luis General Plan 2040**, which recommends the following policies:

- **Policy E-2.1:** Promote and support tourism-focused development including medical tourism, accommodations, and the expansion of businesses providing goods and services to visitors.
- **Policy E-4.2:** Continue to explore, identify, develop, and implement economic incentives and programs that advance the City's economic goals and create development and job growth in the targeted economic sectors.
- **Policy E-7.4:** Continue to promote and expand neighborhood services that are provided by the City, such as the existing Community Cleanup program.
- **Policy E-8.2:** Continuously monitor vacant properties, underutilized properties, and aging areas to evaluate their condition and prioritize revitalization efforts.
- **Policy E-8.3:** Prioritize opportunities to redevelop properties that are blighted.
- **Policy E-8.5:** Work with developers and property owners to enhance commercial areas as pedestrian-oriented destinations with pedestrian facilities, such as wide sidewalks and walkways, ample shade, and plazas.
- **Policy E-10.6:** Foster strong relationships and partnerships with community organizations in revitalizing downtown.
- **Policy E-11.4:** Actively evaluate the community's needs related to arts and cultural programs, events, and venues.
- **Policy E-13.3:** Promote the creation of art incubator studios, exhibition spaces, and performance venues.
- **Policy E-14.1:** Pursue Certified Local Government status through the Arizona State Historic Preservation Office.
- **Policy E-14.2:** Develop and adopt a Historic Preservation ordinance for the protection of buildings and structures of historic importance.
- **Policy E-14.3:** Develop and adopt cultural resource protection standards and requirements pertaining to the assessment and treatment of cultural resources within San Luis.

The **Historic, Cultural, and Heritage Economic Development Ad Hoc Committee** is proposed to evaluate and implement strategies that leverage San Luis' historic and cultural assets as **an economic development tool**. This initiative aligns with the City's broader goals of downtown revitalization, business attraction, and tourism expansion, while identifying funding sources to support adaptive reuse and business development efforts.

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## Objectives of the Ad Hoc Committee

1. **Identify Properties for Historic Designation**

- Develop an inventory of **historically and culturally significant properties** that could qualify for local, state, or national historic designation, grant funding opportunities, and tax and state incentives for redevelopment.
- Pursue **Certified Local Government (CLG) status** to enhance preservation funding opportunities and strengthen local historic preservation efforts.
- Work with property owners and local organizations to evaluate designation feasibility.

## 2. Identify Grant Opportunities for Revitalization & Adaptive Reuse

- Compile a list of **grant programs available to the City, local organizations, and private property owners** for historic preservation and adaptive reuse.
- Research state and federal funding opportunities such as:
  - Arizona State Historic Preservation Grant Programs
  - National Trust for Historic Preservation Grants
  - USDA Rural Business Development Grants for historic commercial spaces
  - Private foundations supporting cultural heritage projects

## 3. Promote Adaptive Reuse for Business Development

- Develop policies and incentives for adaptive reuse projects that repurpose historic properties into:
  - Boutique hotels, restaurants, and cultural centers
  - Arts and entertainment venues
  - Retail and entrepreneurial spaces
- Collaborate with property owners to facilitate redevelopment while maintaining historical characters.

## 4. Increase Tourism through Historic and Cultural Assets

- Develop marketing strategies to promote San Luis' historic and cultural heritage as a **tourism driver**.
- Communicate with the Arizona Office of Tourism promote San Luis as a destination for culture and heritage.

## 5. Assess Revenue Generation & Economic Impact

- Evaluate the potential revenue impact of heritage tourism and adaptive reuse investments on the City's tax base, with a strong emphasis on retail sales and local business growth.
- Promote tax incentives and grants, such as **Historic Preservation Tax Credits**, to encourage private investment in preservation projects.

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### **Committee Structure & Responsibilities**

- Members to the ad hoc committee will be appointed by the Chairman of the San Luis Economic Development Commission.
- **Proposed/Interested Members:**
  - Salma Marrufo, SLEDC Vice Chair
  - Oscar Franco, Commission Member
  - Linda Padilla, Commission Member
  - Maria Robles, Community Member
  - Edrel Silva, Community Member
  - \_\_\_\_\_, Property Owner (Waiting on Recommendation)
  - Barry Katz, Broker, Main Street

The ad hoc committee will operate for no more than **24 months** to explore this strategy and will meet on a **necessary basis**. Findings and recommendations will be reported to the City Council within the established timeframe.

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### **Expected Outcomes & Benefits**

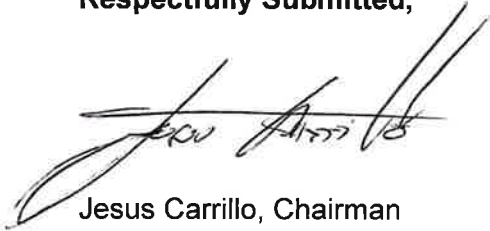
- **Job creation** through adaptive reuse projects, tourism growth, and small business development.
- Increased **grant funding** for property revitalization, reducing financial burden on the City and property owners.
- Expansion of the **commercial tax base and increased capital investment** through historic property redevelopment.
- Growth in **heritage tourism**, attracting visitors and increasing local business revenues.
- Strengthened **community identity** and cultural preservation efforts.

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### **Request for Council Approval**

The San Luis Economic Development Commission formally requests the **San Luis City Council's approval** to establish the **Historic, Cultural, and Heritage Economic Development Ad Hoc Committee** to advance these objectives. This initiative will support the City's long-term economic development goals while celebrating and leveraging its rich historical and cultural assets.

**Respectfully Submitted,**

A handwritten signature in black ink, appearing to read "Jesus Carrillo". The signature is fluid and cursive, with a long horizontal stroke across the middle.

Jesus Carrillo, Chairman  
San Luis Economic Development Commission

A handwritten signature in black ink, appearing to read "Salma Maruffo". The signature is cursive and somewhat stylized, with a large initial 'S'.

Salma Maruffo, Vice Chair  
San Luis Economic Development Commission

**CITY OF SAN LUIS**  
**ECONOMIC DEVELOPMENT COMMISSION**  
**BYLAWS**

**(Effective September 24, 2014. Updated October 16, 2024)**

**ARTICLE I: Name**

- A. The organization shall be known as the San Luis Economic Development Commission (SLEDC), hereafter referred to as the “Commission”.

**ARTICLE II: Mission**

- A. The mission of the Commission is to promote sustainable and economic growth through economic development programs, partnerships, and innovative opportunities to create quality jobs and expand the commercial and industrial tax base.

To support this mission, the Commission will:

1. Collaborate in the creation and regular review of an economic development strategic plan, recommending its adoption to the San Luis City Council;
2. Serve as an advisory board to the San Luis Business Incubator, recommending potential tenants and aligning incubation strategies with targeted industries;
3. Review and advise on significant projects, including those focusing on downtown revitalization and arts and culture enhancement;
4. Provide a platform for dialogue among business, government, education, and cultural leaders.
5. Annually review and recommend updates to the economic development strategic plan to reflect evolving community needs and opportunities;
6. Support and advise the Economic Development Department on initiatives that promote community identity and cultural heritage;
7. Monitor and evaluate year-over-year changes in employment, commercial and industrial tax base, and cultural activities.

**ARTICLE III: Membership**

**A. Advertisement, Nomination and Confirmation Processes:**

1. Vacancies will be advertised in accordance with the San Luis City Council standards and accepted process for advertising vacancies to the appointed commissions, committees and boards.
2. Letters of interest, applications, and/or resumes will be submitted to and tracked by the Economic Development Department.

3. Members of the Economic Development Commission are encouraged to foster interest among community members in applying for vacancies.
4. The Economic Development Director will review applications to ensure they meet the advertised vacancy qualifications.
5. Letters of interest/resumes/applications will be sent to the Economic Development Department for review and recommendation to the San Luis City Council.
6. Economic Development Department staff will nominate individuals to the SLEDC.
7. Confirmations will typically occur at the following San Luis City Council meeting.
8. New members will receive an appointment letter from the Economic Development Department.
9. Members of the SLEDC serve at the pleasure of the council and can be removed by the city council.

## **B. Membership Categories**

Two types of members-Voting Members are appointed by the San Luis City Council and Non-Voting Standing Advisory Members.

### **I. Voting Members (7):**

Voting members shall be appointed through the process described above. The following industry clusters serve only as guidelines for member representation. Membership is not restricted to these clusters, however, and, at any given time, there can be more than one member from a cluster, however, it's recommended that a diversification of membership be considered as voting membership:

- a. Aviation/Transportation/Logistics
- b. Financial Banks
- c. Healthcare/Pharmaceuticals/Healthcare
- d. Education and Workforce
- e. Commercial real estate broker
- f. Retail
- g. Information and Communications Technology
- h. Data Centers
- i. Small Business and Entrepreneurship
- j. Arts, Culture, and Community Revitalization
- k. Developer
- l. Industrial

## **C. Membership qualifications**

- a. Appointees should be residents of San Luis, Arizona, and/or
- b. Appointees should be licensed businessmen within the city limits, and/or

- c. Appointees should have an interest in quality development and growth of economic development for the community of San Luis, Arizona.

**D. Voting Membership Terms**

Members shall serve for a four (4) year term; the term should be staggered, with three (3) members appointed once year, and four (4) the following year upon the expiration date of the appointments. If new Commissioner is appointed in the middle of the term, the Commissioner appointed will finish the term of the person replaced. No voting member shall be eligible to serve more than two consecutive terms, except new members selected to fill the unexpired four-year terms of departing members.

**E. Attendance and Possible Removal of Voting Members**

Regular attendance by all voting members is expected at Committee and full Commission meetings. Members who miss three or more full Commission meetings during a given year may be requested by the City Council, upon recommendation of the SLEDC, to resign from the SLEDC.

**2. Non-voting Standing Advisory Members**

The following shall serve on the Commission as Standing Advisory Members; however, they serve with no term limitation and no voting rights,

- a. San Luis City Manager;
- b. San Luis Economic Development Director;
- c. Chairman or designee of the Yuma County Chamber of Commerce;
- d. Mayor of the San Luis City Council;
- e. Chairman or designee of the Greater Yuma Economic Development Corporation;
- f. Executive Director of the Greater Yuma Port Authority

**ARTICLE IV: Officers**

**A. Officers**

The officers shall consist of a Chair and a Vice-Chair selected from among the voting members at the annual meeting of the Commission in June of each year. In nominating and electing Officers, the Commission shall receive nominations from the floor and shall elect its officers.

**B. Term of Officers**

Officers shall serve a term of one year from the June meeting at which they are elected until their successors are fully elected the following June. Officers may be elected for no more than two additional consecutive one-year terms. While not binding, it is a general guide that the chair will serve a minimum of two consecutive one-year terms.

**C. Responsibilities of the Chair**

The Chair shall preside at all meetings of the Commission, authorize calls for any special meetings, appoint all committees, execute all documents authorized by the Commission, serve as an ex-officio voting member of all committees, make committee assignments, set agendas for Commission meetings, and generally perform all duties associated with that office.

**D. Responsibilities of the Vice-Chair**

The Vice-Chair, in the event of the absence or disability of the Chair or vacancy in that office, shall assume and perform the duties of the Chair. Additionally, the Vice-Chair shall serve as a Chair of the Executive Committee.

**E. Vacancies and Special Elections**

In the event of a vacancy in either office, a special election may be held to fill the position for the remainder of the term.

**ARTICLE V: Meetings**

**A. Regular Meetings**

Regular meetings shall be held every quarter. The date, hour, and location of those meetings are to be set by the Chair. Proceedings of all meeting of the full Commission shall, to the greatest extent possible, be governed by Robert's Rules of Order.

**B. Annual Meeting**

The Annual Meeting, which shall be for the purpose of the election of officers, shall be held at the time of the Regular meeting in June of each year.

**C. Special Meeting**

Special Meetings may be called by the Chair or at the request of three members, for the transaction of business as stated in the call for a special meeting.

**D. Quorum/Voting**

A quorum for the transaction of business at any Commission meeting shall consist of at least fifty-one percent of voting membership exclusive of any vacant seats. There shall be a quorum requirement of at least three (3) Committee members for a Committee meeting. Unless otherwise specified herein, all votes by the Commission shall be decided by the majority of those present at the time of the vote.

**E. Minutes**

The Economic Development Department staff will be responsible for taking minutes to reflect on the actions and recommendations of the Commission. Minutes shall be forwarded to all members within thirty days.

**F. Director of Economic Development Participation**

The Economic Development Director is not a member of the Commission, but he/she will serve as an ex-officio non-voting member. He/she may determine if a designee may attend on his/her behalf and if other departmental staff are needed on an occasional basis to provide technical assistance and professional expertise. All documentation and requests of meetings/ committees shall go through the Economic Development Department for processing.

**G. Meeting Cancelation**

Any regular or special meetings of the Commission or its Committees, are to be held on a day on which, due to inclement weather, will be canceled. The substitute date, hour, and location, if any, of such meeting will be set by the Chair of that meeting.

**ARTICLE VI: Committees**

**A. Executive Committee**

The Executive Committee is composed of the Chair and Vice-Chair of the Commission and two Executive Officers who are nominated by the Chair and Vice-Chair and then voted on by the full voting membership of the SLEDC. The two (2) ex-officio and non-voting members are the City Manager and the Director of Economic Development. Responsibilities include:

- a. Provide support and advice to the commission relative to the mission and strategic plan directed by the city council;
- b. Exercise oversight of the Commission activities, provide a forum for discussion and resolution of the Commission issues and disputes, and provide general management services to the full commission;
- c. Plan and implement the orientation program for the new commission members and;
- d. Report on the Commission activities, furnish information, and provide recommendations to the City Council or the appropriate Committee relative to programs and policies affecting the economic growth and development of the City of San Luis.

**B. Ad Hoc Committee**

Ad hoc committees may be created but must be recommended to and approved by the San Luis City Council. At the time of recommendation, the SLEDC must provide an

overview of the purpose, the expected goal or result and the estimated term of each AD Hoc Committee. The Chairman of the SLEDC appoints members to each Ad Hoc Committee. Appointed members do not necessarily need to be Commissioners; they can be members of the community.

**C. Past Chairs**

Past Chairs of the SLEDC continue to be engaged and can offer sound and valuable insight and perspective. To maintain the involvement of past SLEDC Chairs and to generate dialogue and discussion concerning economic development, the SLEDC should host a meeting that includes past Chairs approximately every year.

**ARTICLE VII: Amendments**

Substantive changes to these bylaws require approval by the San Luis Economic Development Commission.

**ARTICLE VIII: Conflict of Interest**

A Commissioner should abstain from voting on any matters that may present a conflict of interest. Failure of a Commissioner to abstain from voting where a conflict of interest may exist could result in a recommendation of removal from the Commission. As per State Law Commissioners are subject to Stature Control.

**ARTICLE IX: Confidentiality**

Topics discussed, which include all negotiations with prospectus relating to the development of new and /or expanding businesses and/or business operations, during all regular meetings, special meetings and executive sessions are strictly confidential. All matters considered confidential will be discussed outside of meetings only with other members of the Commission, the City Manager, Economic Development Director, City Council members and/or designated staff, as appropriate. Breaches of confidentiality could result in recommendation of removal from the Commission.



### 3. Economy

*A strong and healthy economy is the backbone for vibrant, thriving communities, and the driving force for improved quality of life. Employing a proactive approach to economic development fosters long-term prosperity in a continually changing regional and global economy. The Economy Theme covers three elements that provide a foundation for growing and sustaining a strong economy in San Luis: Economic Development, Community Revitalization, and Arts & Culture.*



## Economic Development

Successful economic development fosters thriving businesses, industries, residents, and visitors alike, creating vibrant communities. Sales tax constitutes 50 percent of the City’s revenue, 70 percent of which originates from Mexican shoppers. Targeted and proactive economic development initiatives customized for San Luis will help grow and sustain a healthy local economy that benefits all community members.

## Regional Economic Characteristics

Economic development is impacted by regional influences. The City of San Luis is uniquely positioned in proximity to numerous economic assets, all of which contribute to the local economy. The cumulative economic impact of local and regional agri-businesses, international border crossings, the maquiladora industry, and proximity of the sister city of San Luis Rio Colorado, Mexico provides the City of San Luis with unique opportunities to capitalize and leverage these assets to grow into the future.

A regional economic development effort established 4FrontED in 2014. This effort brings both public and private sector leaders together along the United States (U.S.) and Mexico border, between Arizona, California, Baja California, and Sonora. According to 4FrontED, there are multiple assets that contribute to economic development in the region, including the following:

- Senior water rights on the Colorado River (San Luis has a 100-year assured water supply)
- Two industrial parks, both of which are in San Luis and total 220 acres
- An international business incubator in San Luis that contains 20,000 square feet of space and is available to small manufacturing businesses
- Industrial land, including over 2,000 acres of industrial property available in San Luis Rio Colorado

To participate in the economic growth of the broader region, San Luis has established strategic partnerships with a variety of economic development entities. These are important partners that are tasked with recruitment of companies to Arizona and the Greater Yuma Metropolitan Area and provide incentives for business relocation. These partners include:

- **Arizona Commerce Authority (ACA)** – the state’s economic development organization with the mission to grow and strengthen Arizona’s economy



## Key Topics

- ◆ **Facilitating and Capitalizing on Ports of Entry**
- ◆ **Growing and Expanding Businesses and Industries**
- ◆ **Supporting Rolle Field**
- ◆ **Marketing Foreign Trade Zones**



- Greater Yuma Economic Development Corporation (GYEDC) - the Yuma region’s premier economic development agency whose mission is to attract quality businesses to Greater Yuma from around the world
- 4FrontED - an effort of the binational megaregion encompassing the U.S.’s southwest corner and Mexico’s northwest communities near the border to promote economic development, job growth, tourism, and education.

### Businesses and Industries

The top industry in San Luis is agriculture, which makes up approximately 25% of the City’s economy. San Luis also has high employment in the educational industry. Currently, the top employers are the Arizona Department of Corrections, primarily due to the proximity of the Arizona State Prison Complex and the Gadsden Unified School District, as listed in Table 3-1.

**Table 3-1 Major Employers – City of San Luis**

Employer	Jobs	% of Total
Arizona State Prison	949	26.5%
Gadsden Unified School District	885	24.7%
ACT Call Center	661	18.5%
Factor Sales	410	11.4%
City of San Luis	265	7.4%
Walmart	251	7.0%
San Luis Facility Development Corporation	161	4.5%

*Source: City of San Luis, 2019*

While these employers contribute to the economic vitality of the City, San Luis should focus on opportunities related to establishing a diversified economy that is in line with the targeted industries the city wishes to pursue.

### Targeted Industries

The City of San Luis and the broader 4FrontED economic region have identified several targeted sectors that are designed to diversify its economy. The targeted sectors are based on the region’s strengths as well as recognized needs to improve the local economic environment. These industries are:

- Advanced manufacturing
- Agribusiness
- Renewable energy
- Aerospace
- Food processing
- Logistics
- Tourism



San Luis developed its own targeted industries for recruitment through the 2015 Economic Development Strategic Plan. These industries are similar to the regional targeted industries and include the following:

- Logistics and distribution
- Maquiladora
- Food technology and agribusiness
- Aviation and defense testing
- Industrial manufacturing
- Renewable energy
- Medical

The 2015 Economic Development Strategic Plan provides strategies for strengthening San Luis' economy and should continue to be updated to ensure that strategies reflect the current conditions and needs of the community. The goals and policies within the Economy theme focus on diversifying the industries in San Luis and expanding upon and enhancing existing industries.

### ***Incentives and Assets***

San Luis has many factors that make it an ideal location for business operations. In addition to the city's location in relation to the greater Yuma region and Mexico, the City has put a number of incentives in place to attract new businesses and industries to the city. One of the most recognized incentives is that San Luis does not currently have a property tax. This is a unique incentive for businesses that are looking to relocate to San Luis.

Another incentive that San Luis can offer industries is its location within a Foreign Trade Zone (FTZ). Foreign Trade Zones are designated geographic areas that are considered to be outside of U.S. Customs territory, providing opportunities for the removal or reduction of tariffs, minimizing processing fees, and expediting the transport of goods from POEs. Activities that are permitted within the Foreign Trade Zone include testing, storage, mixing, relabeling, processing, sampling, salvage, and destruction or other manipulating of merchandise. By providing these incentives through a Foreign Trade Zone, companies are encouraged to maintain and expand their operations in the U.S.

Some advantages of the Foreign Trade Zone include:

- While in the zone, merchandise is not subject to U.S. duty or excise tax. Certain tangible personal property is generally exempt from state and local ad valorem taxes.
- CBP duty and federal excise tax, if applicable, are paid once merchandise is transferred from the zone for consumption.
- Goods may be exported from the zone free of duty and excise tax.
- CBP security requirements provide protection against theft.

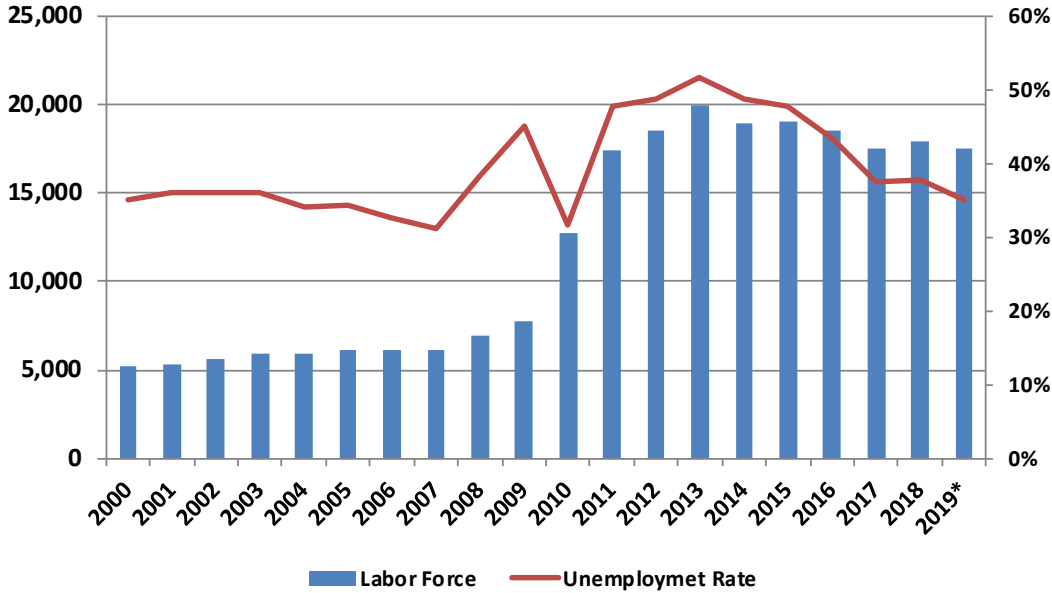


- The rate of duty and tax on the merchandise admitted to a zone may change as a result of operations conducted within the zone. So a zone user who plans to enter the merchandise for consumption to CBP territory may normally elect to pay either the duty rate applicable on the foreign material placed in the zone or the duty rate applicable on the finished article transferred from the zone, whichever is to the user’s advantage.
- Merchandise imported under bond may be admitted to a FTZ for the purpose of satisfying a legal requirement of exporting the merchandise.

In addition to the incentives that San Luis has for recruiting and retaining businesses and industries, the city is also unique in that it has a robust labor force to support growing industries. As shown in Figure 3-1, employment growth over the last several years has been strong, typically matching or outpacing the broader region and state. Additionally, the labor force is bolstered by Mexican Nationals who cross the border daily to work, significantly increasing the labor force in San Luis.

With such a robust labor force in San Luis, it is imperative to ensure that the necessary training and education is available to keep the labor force competitive in the targeted industries. The City should continue to work with local businesses and educational institutions to ensure that training and education related to the targeted industries is available to the labor force.

**Figure 3-1 San Luis Labor Force & Unemployment Rate, 2000-2019**



Source: Office of Economic Opportunity, 2019



## Ports of Entry

The City of San Luis has two international land border crossings, or Ports of Entry (POEs), between the United States and Mexico, which connect the City of San Luis to its sister city San Luis Rio Colorado in Sonora, Mexico. San Luis I Port of Entry (POE I), located near downtown San Luis, processes over three million vehicles, over two and a half million pedestrians, and over 30,000 commercial trucks carrying over one billion dollars in commodities each year. Port of Entry II (POE II) is located approximately five miles east of POE I and currently only services commercial vehicles. Both POEs direct very a significant number of people and large amounts of goods through San Luis each year.



Presently, POE I is the most used port of entry in San Luis. Traffic from the border flows through downtown San Luis, providing an opportunity to increase the commercial services to strengthen this historical commercial core. Such commercial services could include retail, accommodations, and tourism-related services.

POE II, located in eastern San Luis, only accepts and processes commercial vehicles crossing the border; however, there is potential to open this crossing to pedestrians and passenger vehicles to relieve demand on POE I. With the potential traffic increase at POE II, there is an opportunity to expand economic development efforts in this area, providing additional commercial uses to service traffic coming into San Luis, which could include retail and accommodations. Additionally, there is potential to develop industrial facilities to support the commercial trucking that passes through this POE, especially if POE II expands to accommodate additional trucking. Industrial facilities could include centers for logistics, distribution, food processing, and manufacturing.

Both POEs contribute to the economic vitality of San Luis and, as such, San Luis should consider the potential impacts associated with increased traffic through POE II. Additional traffic through POE II may have benefits, such as decreased wait times at POE I and increased economic development near POE II. Conversely, the City should consider that this could also lead to less traffic and thus less economic revenue at POE I. A balance is necessary to ensure that both POEs continue to thrive as the city grows.

Future economic development strategies should focus on capturing the market of people and goods flowing through the border. The goals and policies in the Economy Theme provide guidance to facilitate enhanced border crossings, such as reducing wait times to encourage more crossings, strengthening partnerships to advance border planning, and improving placemaking to attract and retain more people crossing the border. A comprehensive border strategic plan should



be developed to holistically strategize methods of attracting people crossing the U.S. – Mexico border into San Luis.

## Rolle Airfield

Rolle Airfield is a general aviation airport located within the City of San Luis and is located on land owned by the U.S. Bureau of Reclamation. The airport has numerous support roles, serving general aviation needs in Yuma County and providing support for customers of Yuma International Airport’s aerospace industrial base, including government, civilian, and military operations.

Rolle Airfield is licensed to and operates under the auspices of the Yuma County Airport Authority to serve a mixture of military training activity, commercial jet, and business jet operations; however, there are no accommodations for



commercial or business jet operations at this time. The airfield is currently non-towered and unattended, meaning there are no permanent, on-site employees to manage day-to-day operations.

Although the airport is currently unattended, there is potential for the airport to expand its operations to service communities in southwestern Yuma County. The demand for general aviation facilities in this area is likely to increase due to the projected continuation of economic and population growth, such as in San Luis. Along with the potential for increased business and corporate aviation activity, there could also be an increase in the number of personal or recreational general aviation aircraft owners and pilots in conjunction with a growing population.

The expansion of operations at Rolle Airfield would also support a future growth area in San Luis, which is centered on the commercial POE II. Rolle Airfield, which is two miles north of POE II, is a factor of future commercial and industrial growth in this area. As noted in the 2015 Airport Master Plan, Rolle Airfield is positioned to become a testing and development center for various aviation activities, including operational testing of unmanned aircraft systems as an extension of activities associated with the Defense Contractor Complex at the Yuma International Airport. The location of Rolle Airfield and its potential for expansion provide an opportunity for economic growth related to aviation.



## Community Revitalization



### Key Topics

- ◆ **Enhancing Downtown San Luis**
- ◆ **Encouraging Infill Development**
- ◆ **Strengthening the Community Identity**

As communities age over time, some developments may begin to deteriorate or become obsolete. Proactive community revitalization efforts help to reduce or reverse the effects of aging communities through adaptive reuse and other strategies to maintain active, relevant, and thriving places. There are opportunities for revitalization efforts in Downtown San Luis as well as some revitalization opportunities through infill development throughout the city. Through these efforts, the identity of the community can be better reflected.

### Downtown San Luis

Downtown San Luis, located just north of POE I, has historically been the cultural center of the community. As the City has grown and expanded, much of the new development has been focused in the newer growth areas, whereas Downtown has experienced little redevelopment over time. Reinvigorating Downtown San Luis through community revitalization and



redevelopment efforts is a key component to enhancing the City's economy.

Downtown San Luis has the potential to be revitalized and redeveloped as the City's cultural and commercial gathering place for residents and visitors alike. There are several federal and state tools available for

revitalization efforts, including federal Opportunity Zones, state redevelopment area designations, and various grants and funding opportunities. This plan provides guidance for the development of a Downtown Master Plan that incorporates targeted funding and redevelopment strategies for implementation.

### Infill Development

Infill development is the process of developing vacant parcels in an otherwise already developed area or enhancing underutilized properties, such as surface parking lots. Such properties are often in close proximity to or already served by public infrastructure, making it ideal for development. As such, infill development is beneficial for the City of San Luis to maximize the use of existing infrastructure, as opposed to the cost of extending new infrastructure development to the fringes of the community.



As a young, growing community, San Luis has many properties that have been passed over by development for various reasons. Many of these vacant properties are owned by state or federal agencies, such as the Bureau of Land Management and Arizona State Land Department. The City should work with state and federal agencies, as well as private developers to encourage infill development of these properties that is mutually beneficial and that is consistent with the character and scale of the surrounding neighborhood.

The downtown area is a prime area for infill development as it contains large areas of underutilized surface parking lots that detract from the pedestrian experience, character, and sense of place. Providing opportunities for property owners to redevelop these surface parking lots as productive, revenue generating uses that contribute to the Downtown experience is mutually beneficial for the property owner and for the City of San Luis. Infill development envisioned in downtown San Luis should be explored further and incorporated in the Downtown Master Plan as recommended in the goals and policies of this theme.

### **Community Identity & Preservation**

To build a strong community, it is important that San Luis provides a sense of place that residents can identify with. Community identity can be shaped by encouraging neighborhood development that has a unique character, but that is also interconnected to other existing neighborhoods. Additionally, individual neighborhoods and the city as a whole can implement placemaking methods that further enhance the character of a place through public art installations, distinctive design standards, and gathering spaces.

Reinforcing community identity can lead to stronger neighborhood pride and may lead to increased investment and revitalization into neighborhoods. Such revitalization efforts help to maintain neighborhoods and keep them from deteriorating in the future. The City currently enforces compliance with the City's property maintenance code; however, the City should evaluate other best practices for addressing neighborhood preservation. This could include implementing community maintenance events and educational programs for property assistance that is available to homeowners.



## Arts & Culture

Much of the history and heritage of San Luis is steeped in agriculture and ties to San Luis Rio Colorado through the port of entry. The arts are a way to illustrate the shared culture and heritage of San Luis, creating a sense of identity in the community. Arts, cultural values, and the history of San Luis can be expressed through different avenues, including the display of public art and community festivals and events, both of which provide opportunities to celebrate the City’s heritage and history.

### Arts

The arts provide an opportunity to display San Luis’ heritage, as well as provide social and recreational activities. The city offers art programs through the Cesar Chavez Cultural Center where residents can participate in the arts by taking various art instruction, music, and dance classes. The City should continue to offer these classes to its residents and expand upon them as community interests evolve. Additionally, the City should continue to pursue joint partnerships with public agencies to expand art programs. For example, the City could partner with public and private educational institutions for use of performance facilities.



### Key Topics

- ◆ **Creating a Sense of Place Through Art**
- ◆ **Strengthening Cultural Ties Within the City and with San Luis Rio Colorado**
- ◆ **Preserving Historically Significant Places**



Another way to promote art in the community is by displaying public art. Public art can help create a sense of place within the community and can create places for social gathering. At present, the City does not have a public art program to facilitate the exhibition of art throughout the city. One method in which this can be accomplished is through a City-led public art program in which a percentage of costs for public projects is set aside for public art. This program can be initiated through an Arts and

Culture Plan, which would identify opportunities for public art installations throughout the city and opportunities for cultural programs.

### Cultural Events

Cultural programs in San Luis can create an opportunity to provide information about the city’s heritage to the community and celebrate traditions. The City of San Luis provides many community events throughout the year to bring the community together in celebration. Such annual events include a 4<sup>th</sup> of July Celebration, Day of the Dead Festival, Holiday of Lights Parade,



Mascota Mania, Arte en La Calle, and Día del Niño Celebration. Additionally, the City celebrated its 40<sup>th</sup> Anniversary in the fall of 2019 and celebrated with a parade and festival at Joe Orduño Park.

These events bring residents together in a shared space where everyone can celebrate the diversity of the community. The City should continue to hold these events and should collaborate with San Luis Rio Colorado on future events to strengthen community ties. Through coordination with San Luis Rio Colorado, the area could become a regional center for international tourism based on the integration of Mexican and American culture.

### **Historic Preservation**

At present there are no properties in San Luis that are listed on the National Register of Historic Places; however, in the future, the City may choose to deem buildings or structures as historically and/or culturally significant. For example, many of the buildings in downtown and near the port of entry have historical relevance related to the inception of the city. The City could choose to develop standards to preserve the historical integrity of such buildings.



## Goals and Policies

### Goal E-1

**San Luis has a robust and diversified economy that leverages local and regional economic assets to provide commercial services and high paying jobs.**

#### Policy E-1.1

Focus economic development initiatives and programs primarily on the following targeted economic sectors:

- Logistics and Distribution
- Maquiladora
- Food Technology and Agribusiness
- Aviation and Defense Testing
- Industrial Manufacturing
- Renewable Energy

#### Policy E-1.2

Fund, develop, and implement an amendment to the Economic Development Strategic Plan to reflect changes in market conditions and provide updated economic development strategies to expand development and job growth in the targeted economic sectors.

#### Policy E-1.3

Market the advantages of Opportunity Zones to the business community to encourage growth in target economic sectors and to advance economic objectives as identified in the City's adopted Economic Development Strategic Plan.

#### Policy E-1.4

Promote San Luis' commercial opportunities to retail and restaurant operators through marketing materials and attendance at regional conventions.

#### Policy E-1.5

Promote the development and expansion of Rolle Airfield for new opportunities in aerospace, aviation, and defense systems development.

#### Policy E-1.6

Focus bi-national economic development efforts on capitalizing on the maquiladora industry and the economic advantages provided by the Free Trade Zone (FTZ).

#### Policy E-1.7

Market and promote the location and impact of both ports of entry to prospective industries that can capitalize on a combination of assets, such as transportation, logistics, and distribution companies.

**Goal E-2****The local economy leverages local and regional tourism.**

- Policy E-2.1** Promote and support tourism-focused development including medical tourism, accommodations, and the expansion of businesses providing goods and services to visitors.
- Policy E-2.2** Assess and identify segments of the local tourism market and focus economic development initiatives to capture market segments and prevent leakage.
- Policy E-2.3** Initiate/participate in a bi-national forum with San Luis Rio Colorado, tourism industry representatives and developers, economic development agencies and organizations, and other relevant partners to develop strategies and implementation steps to expand tourism-related economic development opportunities within San Luis and the larger region.
- Policy E-2.4** Support development near both ports of entry that captures the commercial and employment benefits of visitor traffic including retail, accommodations, logistics, distribution, food processing, manufacturing and tourism.

**Goal E-3****San Luis is a community that supports local business attraction, retention, expansion and development.**

- Policy E-3.1** Develop and implement a business/development outreach program to assess and improve services to the business and development community.
- Policy E-3.2** Develop, evaluate, and update as necessary, business attraction, retention, expansion and development programs to reflect best practices and to address areas of deficiency.
- Policy E-3.3** Complete an assessment of the City's Business Incubator Program and implement any recommended program improvements to reflect best practices. The assessment should identify future program expansions that advance the overall economic objectives of the City.
- Policy E-3.4** Continue business attraction efforts that focus and advance growth in the targeted economic sectors to expand the job base for residents.
- Policy E-3.5** Assess and identify priority development areas that could be served with public infrastructure through public-private partnerships. Develop and implement a strategic infrastructure plan to create development ready sites in key growth areas.



- Policy E-3.6** Initiate and pursue partnerships with public and private interests that would facilitate coordination of infrastructure to support business and industry development in identified growth areas.
- Policy E-3.7** Identify and map department coordination opportunities that increase speed to market for industries and businesses in the targeted economic sectors.
- Policy E-3.8** Develop relationships with national selection firms for business attraction in the targeted economic sectors.
- Policy E-3.9** Sponsor regular meetings with the business community to enhance communication regarding development related issues and topics.
- Policy E-3.10** Support high-tech industries by accommodating technological infrastructure, such as broadband data infrastructure.
- Policy E-3.11** Encourage workspaces that are available for small businesses.

**Goal E-4**

**San Luis has a local economy that is enhanced by local and regional partnerships that increase commerce and expand job growth in targeted economic sectors.**

- Policy E-4.1** Maintain and advance partnerships with San Luis Rio Colorado to pursue areas of mutual economic benefit and interest.
- Policy E-4.2** Collaborate with San Luis Rio Colorado on a comprehensive border strategic plan that provides strategies for attracting people through the ports of entry, including reducing wait times at the border and developing placemaking initiatives on both sides of the border.
- Policy E-4.3** Coordinate with San Luis Rio Colorado, the U.S. General Services Administration, and other relevant stakeholders to further explore the addition of passenger vehicles, pedestrians, and bicyclists through POE II.
- Policy E-4.4** Establish and expand local and regional partnerships with property owners, business interests, economic development organizations, and other related entities to advance local economic objectives identified in the City’s Economic Development Strategic Plan.
- Policy E-4.5** Sponsor and/or partner with adjacent jurisdictions, agencies, and organizations to develop a regional economic development approach to leverage bi-national economic assets for the benefit of San Luis and the larger region.



- Policy E-4.6** Participate in collaborative efforts to promote San Luis to regional, national, and global business markets through the Arizona Commerce Authority, the San Luis Economic Development Commission, 4FrontED, the Arizona Association for Economic Development, the Greater Yuma Economic Development Corporation, and other relevant organizations.
- Policy E-4.7** Partner with local and regional economic development organizations to identify supply chain opportunities related to the logistics and distribution industry. Develop and implement strategies to attract supply chain businesses to San Luis.
- Policy E-4.8** Initiate and pursue partnerships that will engage potential targeted business startups and enhance the existing Business Incubator Program.

### Goal E-5

#### **San Luis is a community that provides best-practice based programs, services, incentives, and resources to promote economic development**

- Policy E-5.1** Continue to explore, identify, develop, and implement economic incentives and programs that advance the City's economic goals and create development and job growth in the targeted economic sectors.
- Policy E-5.2** Provide for a consistent and reliable regulatory environment that supports a business-friendly approach to development within San Luis.
- Policy E-5.2** Develop and implement improvements to streamline the development review and approval processes, including administrative review and approvals and reduced timeframes for development reviews and permitting.
- Policy E-5.3** Develop and provide public access to a database of state and federal funding sources and programs that support business development, including financing, training and services.
- Policy E-5.4** Fund, develop, and implement economic development branding and marketing program to support economic development in the community.
- Policy E-5.5** Provide web-based resources to the investment and development community including current building and site inventories and other prospective business information, programs, services and incentives.



**Goal E-6**

**San Luis offers an education system that supports and grows a skilled workforce.**

- Policy E-6.1** Develop partnerships with Western Arizona College, local education providers, and local employers to identify desired or needed employee knowledge and skill sets in targeted economic sectors and expand education curricula within local high schools and colleges with classes and programs that reflect these skills.
- Policy E-6.2** Partner with local education providers and employers to connect students with local jobs.

**Goal E-7**

**Neighborhoods in San Luis are safe, well-maintained, and contribute to a high quality of life for residents and visitors.**

- Policy E-7.1** Improve the appearance of existing neighborhoods by proactively enforcing compliance with the property maintenance code.
- Policy E-7.2** Consider pursuing alternative code enforcement methods, such as an advocacy program, to assist with code compliance rather than citations.
- Policy E-7.3** Explore best practices for programs related to addressing housing rehabilitation, such as emergency repair funds and community maintenance events, to maintain quality neighborhood conditions.
- Policy E-7.4** Continue to promote and expand neighborhood services that are provided by the City, such as the existing Community Cleanup program.
- Policy E-7.5** Educate the community on the benefits of property maintenance and enhancement, as well as the property assistance programs available to them.
- Policy E-7.6** Work with neighborhood leaders to evaluate ongoing maintenance needs.

**Goal E-8**

**San Luis is a vibrant, attractive community for current and future residents and businesses.**

- Policy E-8.1** Facilitate incentive programs for infill development in residential and commercial areas, including the downtown.
- Policy E-8.2** Continuously monitor vacant properties, underutilized properties, and aging areas to evaluate their condition and prioritize revitalization efforts.
- Policy E-8.3** Prioritize opportunities to redevelop properties that are blighted.



**Policy E-8.4** Explore opportunities to expand upon the Community Development Block Grant (CDBG) program to fund capital improvement projects that will improve the overall quality of life for residents.

**Policy E-8.5** Work with developers and property owners to enhance commercial areas as pedestrian-oriented destinations with pedestrian facilities, such as wide sidewalks and walkways, ample shade, and plazas.

**Goal E-9** **San Luis has a strong community-driven identity based on the City's rich culture.**

**Policy E-9.1** Seek opportunities to enhance and expand the City's branding throughout the community, including wayfinding signage, gateways, and other aspects of urban design.

**Policy E-9.2** Encourage developers to enhance the character of new neighborhoods through design.

**Policy E-9.3** Improve aesthetics along major roadways, such as Cesar Chavez Boulevard and Main Street, by enhancing streetscapes, public spaces, and building architecture.

**Goal E-10** **Downtown San Luis is a thriving community center for the City and its visitors.**

**Policy E-10.1** Explore opportunities to establish a redevelopment area within the downtown.

**Policy E-10.2** Develop a Downtown Master Plan that provides a vision for downtown redevelopment. The Downtown Master Plan should:

- Conduct a development suitability assessment for the downtown area
- Identify target areas for redevelopment
- Prioritize infrastructure improvements that facilitate development
- Provide strategies for redevelopment
- Identify funding mechanisms to implement the Master Plan

**Policy E-10.3** Ensure downtown San Luis is a focus area in future planning initiatives, including the Parks and Recreation Master Plan, Transportation Master Plan, and Active Transportation Master Plan.

**Policy E-10.4** Establish a Downtown Reinvestment District to help fund future infrastructure and beautification projects.



**Policy E-10.5** Conduct a market feasibility study for downtown San Luis.

**Policy E-10.6** Foster strong relationships and partnerships with community organizations in revitalizing downtown.

**Goal E-11** **San Luis has quality art and cultural programs that celebrate the diverse City, region, and community.**

**Policy E-11.1** Establish an Arts and Culture Commission for the purpose of identifying and facilitating arts and cultural opportunities in the city.

**Policy E-11.2** Develop an Arts and Culture Plan to identify opportunities for art in public spaces, such as the ports of entry, and cultural events in the community.

**Policy E-11.3** Continue to support and expand upon the programs and events at the Cesar Chavez Cultural Center.

**Policy E-11.4** Actively evaluate the community's needs related to arts and cultural programs, events, and venues.

**Goal E-12** **Public art establishes a sense of place and identity in San Luis.**

**Policy E-12.1** Consider establishing a public art program that provides guidelines, education, and funding for public art that is representative of the City's culture.

**Policy E-12.2** Set aside one percent from every Capital Improvement Project budget for public art through the public art program.

**Policy E-12.3** Collaborate with local artists and cultural organizations to display murals, sculptures, and other outdoor art installations in conjunction with the City's public art program.

**Policy E-12.4** Encourage developers to incorporate art into their development in conjunction with the City's public art program.

**Policy E-12.5** Incorporate public art into redevelopment projects, where appropriate.

**Goal E-13** **San Luis is a local and regional destination for cultural tourism based on the Mexican/American culture generated from its integration with San Luis Rio Colorado.**

**Policy E-13.1** Encourage artistic and cultural community events and festivals.



- Policy E-13.2** Continue to collaborate with San Luis Rio Colorado on opportunities to establish both cities as a regional center for arts and culture to promote international tourism and to further strengthen community ties.
- Policy E-13.3** Promote the creation of art incubator studios, exhibition spaces, and performance venues.
- Policy E-13.4** Where appropriate, partner with institutions, such as public and private educational institutions, for joint use of performance facilities.

**Goal E-14**      **San Luis preserves historic buildings, structures, and important cultural resources.**

- Policy E-14.1** Pursue Certified Local Government status through the Arizona State Historic Preservation Office.
- Policy E-14.2** Develop and adopt a Historic Preservation ordinance for the protection of buildings and structures of historic importance.
- Policy E-14.3** Develop and adopt cultural resource protection standards and requirements pertaining to the assessment and treatment of cultural resources within San Luis.
- Policy E-14.4** Survey all development sites prior to development approval or issuance of building permits for cultural resources and ensure that the results of each survey are recorded with the Arizona State Museum.
- Policy E-14.5** Preserve cultural resources within open space and riparian areas where possible.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. B.

**Meeting Date:** 03/12/2025

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

**Submitted By:** Edgar Juarez, Facilities Project Coordinator, Public Works Department, Facilities  
**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Celis Development DBA Southwest Plumbing Air for the B Street City Building Remodel Project. **(Edgar Juarez, Facilities Project Coordinator)**

#### SUMMARY:

The Facilities Division is seeking Council approval to accept and award a construction contract to Celis Development DBA Southwest Plumbing Air, 3080 S. Pacific St, Yuma, AZ, 85365, for the B Street City Building Remodel Project.

The project consists of general construction, flooring, air conditioning, electrical, and painting. This project will be completed in a single phase. Interior improvements include new tiles, baseboards, wall/ceiling texture, relocation of existing walls, removal of existing walls for a larger conference room, new lighting, new exterior doors, and replacement of countertops and paint. Exterior improvements include new paint.

Staff is seeking Council approval of Construction Services from Celis Development DBA Southwest Plumbing Air and the contract for this project for the amount of \$74,929.00, as permitted under the city's procurement code section 3.05.030 Bidding.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AWARD THE CONTRACT TO CELIS DEVELOPMENT DBA SOUTHWEST PLUMBING AIR IN AN AMOUNT NOT TO EXCEED \$74,929.00.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$74,929.00
<b>BUDGETED AMOUNT:</b>	\$36,500
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Capital Outlay CIP GL#100-999-90015

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

The City of San Luis has a budget of \$36,500.00 for this project. Total cost of the project is \$74,929.00. The Greater Yuma Port Authority will reimburse the City of San Luis \$70,000.00 for this project on GL account #100-20362.

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### **Attachments**

Contract - B Street City Building Remodel

Bid Opening Results - Clerks Office

Celis Development Bid Documents

B Street Remodel RFB Documents

Addendum #1 2-11-25

Addendum #2 2-13-25

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CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**CONTRACT**

This Contract (this “Contract”) made this \_\_\_\_ day of March 2025, between

Celis Development 3080 S. Pacific St. Yuma, Arizona, 85365, an Arizona limited liability company and DBA of Southwest Plumbing & Air (“Contractor”) and	City of San Luis City Hall 1090 East Union Street (physical) P.O. Box 1170 San Luis, Arizona, an Arizona municipal Corporation (“City” or “City of San Luis”)
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Collectively referred to as “Party” or “Parties”.

**SECTION ONE.  
CONTRACT DOCUMENTS**

This Contract includes the following documents which may be individually or collectively referred to as the “Contract Documents”: Request for Bids dated January 15, 2025 (“RFB”) (which includes the Notice of Requests for Bids, Bid Submittal List and associated forms, all Addenda (if any) submittals required by the RFB, required insurance policies and endorsements, bonds sureties, Instruction to Bidders, this Contract, General Conditions, the Scope of Work).

The General Conditions are from Part 100 of the 2015 Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction as adopted and modified by the City of San Luis as its Public Works Standards In the event of a conflict between the General Conditions and this Contract or the RFB, this Contract shall control. All references to the Engineer in the General Conditions shall refer to the Facilities Project Coordinator.

**SECTION TWO.  
DESCRIPTION OF WORK**

REMODEL PROJECT AT B STREET CITY BUILDING

The work consists of a remodel project at the B Street City Building located at 788 East B Street., San Luis, Arizona, more fully described in the Scope of Work in the Contract Documents (“Project”).

**SECTION THREE.  
THE CONTRACT PRICE**

City shall pay Contractor the fixed sum of \$74,929.00 (the “Contract Price”) for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties.

**SECTION FOUR.  
PAYMENT SCHEDULE**

Payment is to be made within 30 days after billing, after the City has observed, reviewed, or verified that the material or equipment meets the requirements of the Scope of Work. Payment for material or equipment does not constitute final acceptance.

**SECTION FIVE.  
START AND COMPLETION OF WORK**

The work to be performed under this Contract shall be commenced on approximately **March 17, 2025**, as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Project shall be completed by approximately **May 30, 2025**, subject to permissible delays as defined in this Contract. Substantial commencement of the work shall be deemed to occur when the Contractor first supplies workers to the Project who actually commence construction operations.

**SECTION SIX.  
FORCE MAJEURE**

In the event that Contractor shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not in the control of the Contractor, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**SECTION EIGHT.  
EXTRA WORK**

No extra work is to be performed without a written change order approved by the City. Prior to approval of such a change order, the Contractor shall provide an

estimate of the cost for such extra work, and at no time shall the cost for such extra work exceed said estimate.

**SECTION NINE.  
RELEASE OF MECHANICS' LIENS**

Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to City a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

**SECTION TEN.  
INDEMNITY AND INSURANCE**

The contractor shall hold harmless, indemnify and defend the City against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall hold harmless, indemnify, and defend the City from any claims, demands, suits, actions or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection here, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or Contractor's subcontractors. Insurance coverage specified in the General Conditions and in the special conditions constitutes the minimum requirements. Those shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at the Contractor's own cost and expense, any additional kinds and amounts of insurance that, in the Contractor's own judgment, may be necessary for the Contractor's proper protection in the prosecution of the work. Any such additional insurance shall be made available to the City as an additional insured.

The insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants above. The City in no way warrants that the minimum limits required by the General Conditions are sufficient to protect the successful bidder from liabilities that might arise out of the performance of the work by the bidder, his or her agents, representatives, employees, or subcontractors. Bidder is free to purchase such additional insurance as may be determined necessary. On insurance policies where the City of San Luis is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the bidder, even if those limits of liability are in excess of those required by the successful bidder's contract.

All certificates of insurance and endorsements for the City as an additional insured shall be emailed directly to msabori@sanluisaz.gov and ejuarez@sanluisaz.gov

**SECTION ELEVEN.  
INDEPENDENT CONTRACTOR**

A. The City retains the Contractor on an independent contractor basis. The Contractor is not an agent or employee of the City for any purpose. Neither the Contractor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance as an employee of the Contractor as required by law. The Contractor shall be responsible for all reports and obligations respecting such persons, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation. The Contractor's performance of services and hours worked shall be entirely within the Contractor's control, and the City shall rely upon the Contractor to devote the time reasonably necessary to perform in accordance with this Agreement.

B. The City shall not be responsible for covering the Contractor under any workers' compensation insurance or unemployment compensation insurance plans. The Contractor represents and warrants that it (a) is covered by a workers' compensation insurance policy procured and paid for by it, (b) has a valid notice of exclusion on file with the Industrial Commission of Arizona or (c) is a "sole proprietor" within the meaning of A.R.S. § 23-961(M) and has no employees. The Contractor shall notify the City immediately if the status of such coverage, notice, or sole proprietorship changes.

C. Neither the Contractor nor its employees or agents shall have any authority or right to obligate the City in any way. The Contractor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

D. The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements for similar or other services with other parties during the term of this Agreement.

E. The Contractor's rights include but are not limited to the control of the work, manner, and methods of the work, and the right to contract with others.

F. The City's rights include but are not limited to inspection and approval of the work.

**SECTION TWELVE.  
MISCELLANEOUS**

**A. Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Contractor or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

**B. Attorneys' Fees.** In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against another party to enforce any of the terms, covenants, or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party. In the event the said prevailing party secures any judgment, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

**C. Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

**D. Headings.** The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**E. Further Acts.** Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

**F. Time of the Essence.** Time is of the essence of this contract.

**G. No Partnership and Third Parties.** It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Contractor or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation, not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

**H. Entire Agreement.** This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the

parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

**J. Governing Law.** This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38 511.

**K. Reformation.** Should any term, provision, covenant, or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

**L. Venue.** Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

**M. Severability.** Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

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

**O. Employment Eligibility.** Contractor hereby warrants and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of CONTRACTOR and any contractor or subcontractor employee of CONTRACTOR to ensure that CONTRACTOR and any of its contractors or subcontractors are compliant with this warranty.

**P. No Forced Labor of the Ethnic Uyghurs.** Under A.R.S. § 35-394 Contractor

certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this 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.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

**Q. No Israel Boycott.** Contractor hereby certifies that the Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel pursuant to A.R.S. § 35.39301.

**R. Compliance with Law.** Contractor that it will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Contract, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the Contractor must include similar requirements of subcontractors in any contracts entered into for performance of the Contractor's obligations under this Contract. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the Contractor must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

**S. Assignment.** The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**T. Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. §38-511.

*[Remainder of page intentionally left blank; signature page follows.]*

The parties have executed this Contract in San Luis, Yuma County, Arizona the day and year first set forth above.

**City of San Luis**

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

**Attest:**

**Approved As to Form:**

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

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

**Celis Development DBA Southwest  
Plumbing & Air**

\_\_\_\_\_  
Estanislao Celis  
Registrar of Contractors #350452

Date: \_\_\_\_\_

**Witness:**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_



# BID SURETY BOND

Project Name:

For: City of San Luis, Arizona

KNOWN ALL MEN BY THESE PRESENTS:

That we, Southwest Plumbing & Air LLC  
dba Celis Development as Principal, (hereinafter call the Principal), and the  
Western National Mutual Insurance Company, a corporation duly organized under the laws of the State of

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

WHEREAS, the said Principal is herewith submitting its PROPOSAL for:

Project Name: Remodel Project at B Street City Building / 788 East B Street, San Luis, Arizona

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

Signed and sealed this 17th day of February, 2025



Principal Firm Southwest Plumbing & Air LLC dba Celis Development [Seal]

Surety Firm Western National Mutual Insurance Company [Seal]

Principal Signature [Handwritten Signature]

Surety Signature [Handwritten Signature]

Name and Title Estanislao Celis, Member

Name and Title Mia M Hernandez, Attorney in Fact

Agency of Record Excelsior Family Insurance

Address 11274 S Fortuna Rd, ste D9  
Yuma, AZ 85367

NOTE: Attach current power of attorney)

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Mia M Hernandez**

Excelsior Family Insurance

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.


RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



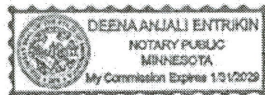
Jennifer A. Young, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena Anjali Entrikin, Notary Public  
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 17th day of February, 2025

Jennifer A. Young, Secretary

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**BID ACKNOWLEDGEMENT**

To the City of San Luis, in compliance with the Request for Bids ("RFB"), the undersigned bidder:

1. The bidder having carefully examined the RFB and the site of the proposed work and being familiar with all of the conditions surrounding the remodel of the proposed project, including the City's time parameters to complete the work, the availability of materials and labor, offers to furnish everything necessary for the completion of the work listed in the RFB.
2. The bidder agrees that its bid may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of bids.
3. The bidder acknowledges that the bid prices submitted include all applicable sales and/or use taxes, and no further compensation will be approved for these items.
4. If the City requests it, the bidder agrees to furnish all the information and data necessary for the City to determine the bidder's ability to perform the work described in the RFB.

5. The bidder holds the Arizona Contractor's License No. Roc350452 Classification(s) KB-2 Dual Residential and small commercial  
CR-39 Air conditioning  
CR-37 Plumbing

This Bid Proposal is hereby respectfully submitted by:

Firm

87-2452626

Federal Tax Identification Number

3080 S. Pacific St.

Address

Celisdeve@gmail.com

E-mail address

928-920-0415 or 928-920-5755

Phone

Yuma AZ 85365

City, State, and Zip Code

By (Signature Required by duly authorized representative)

Estanislao Celis

Print Name

Owner

Title of duly authorized representative

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

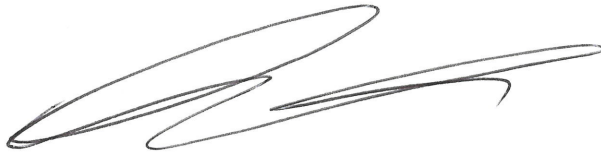
**BID ADDENDUM OR ADDENDA ACKNOWLEDGEMENT**

By signing below, the bidder acknowledges:

The bidder is solely responsible for ensuring that he or she has received and reviewed all Addenda before the bid submittal deadline.

The bidder has received the following Addenda and agrees that the bid submitted is based on the Request for Bids and the following Addenda:

<b>Addendum Number</b>	<b>Date Received</b>
#1	02/11/2025
#2	02/13/2025



City of San Luis  
B Street City Building Remodel Project

## Bid Schedule

Remodel of B Street City Building (788 B St)					
Bid Item	Item Description	Unit	Price Per Unit	Estimated Quantities	Total
1	<b>Flooring:</b> Removal of existing tiles, floor preparation, and installation of new flooring and baseboards.	Sq. Ft.	10	1,680 Sq Ft.	16,800
2	<b>Removal of Existing Walls:</b> Lobby and new conference room area.	Sq. Ft.	8.22	344 Sq. Ft.	2,829
3	<b>Addition of New Walls:</b> Lobby and new conference room area.	Sq. Ft.	30.88	224 Sq. Ft.	6,917.12
4	<b>Retexture and Paint:</b> Retexture and paint whole interior walls and ceiling.	Sq. Ft.	1.66	5,168 Sq. Ft.	8,610
5	<b>Electrical:</b> Relocate outlets and all wiring/devices on walls removed. Replace all outlets/light switches/ data outlets through facility with new decora type and new covers.	Lump Sum		Site Visit for Review, Plus: 10 light switches 1 double light switch 55 duplex receptacles 3 quad receptacles 22 data ports 12 blank covers	6,116
6	<b>Interior Lighting:</b> Replacement of lamps to new 1'x4' LED surface mounted, low profile, commercial lights.	Ea.	173.33	30	5,200
7	<b>HVAC:</b> Addition of duct register to large common area.	Lump Sum		1	1,044
8	<b>Exterior Doors:</b> New commercial Doors as specified in scope.	Ea.	2,829	2	5,658
9	<b>Interior Doors:</b> As specified in scope.	Ea.	287.5	8	2,300
10	<b>Restrooms:</b> Removal of wall tiles, addition of new toilet, sink and dispensaries as scope.	Sq. Ft.	190	2 restrooms	3,813
11	<b>Hallway Cabinets:</b> Sand and paint of hallway cabinets. Countertop to be replaced with modern.	Lump Sum		1	1,906
12	<b>Kitchen:</b> Sand and paint cabinets, replace countertop,	Lump Sum		1	2,183

	add modern full size single bowl sink and new faucet.				
13	<b>Exterior Paint:</b> body and trim as in scope.	Sq. Ft.	<input type="text" value="2.27"/>	Body: 1,350 Sq. Ft. Trim: 330 Sq. Ft.	<input type="text" value="3,813"/>
14	<b>Windows:</b> New blinds for windows.	Ea.	<input type="text" value="105"/>	10 windows	<input type="text" value="1,050"/>
15	<b>Taxes and Fees</b>				<input type="text" value="3,120"/>

Subtotal

5% Contingency

Total

GRAND

TOTAL 74,929.00 (Bidder understands that City reserves the right to award a Contract for each section separately and may award a contract for any or all sections in its discretion and may award different Sections to different Bidders.)

THIS PROPOSAL IS SUBMITTED BY Estanislao Celis,

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

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

or individual trading as \_\_\_\_\_,

of the City of Yuma (City, State) and is the holder of Arizona State

Contractor's license(s): Celis Development DBA Southwest plb (type) Lic

Classification Dual Recidencial,commercial License No. ROC 350452.

The bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 14000 and the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS 32-1101 et seq.]

Respectfully submitted,

Bidders Firm

Southwest Plumbing Celis Develop

Address

3080 S. Pacific St.

City, State, ZIP

Yuma AZ 85365

By



02/18/2025

[Signature]

[Date]

Name

Estanislao Celis

Title

Owner

ATTEST:

[If Bidder is an individual]

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

[Signature]

[Date]

CITY OF SAN LUIS, ARIZONA  
 REMODEL PROJECT AT B STREET CITY BUILDING  
**SUBCONTRACTORS AND SUPPLIERS LIST FORM**

If the bidder intends to subcontract any portion of the work described in this RFB, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor and major supplier and the work component that applies to each of them. (Note: Under the General Terms Section 108.2(F) the Prime Contractor shall submit affidavits of payment from each sub-contractor before final payment is made. Under 108.2(D) of the MAG Specification adopted as General terms, the subcontracting of any portion of the work will in no way release the contractor of the contractor's liability under the contract and bonds).

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AND REGISTERED CONTRACTORS' REGULATIONS AT THE TIME OF THE BID OPENING.

[https://sanluisaz-](https://sanluisaz-my.sharepoint.com/personal/jneuman_sanluisaz_gov/Documents/Documents/RFB B Street Remodel 1 15 2025 - Draft.docx)

[my.sharepoint.com/personal/jneuman\\_sanluisaz\\_gov/Documents/Documents/RFB B Street Remodel 1 15 2025 - Draft.docx](https://sanluisaz-my.sharepoint.com/personal/jneuman_sanluisaz_gov/Documents/Documents/RFB B Street Remodel 1 15 2025 - Draft.docx)

The bidder may make multiple copies of this form as needed. The bidder shall submit this completed form in the same sealed envelope as the bid.

<b>Company Name</b>	Celis Development	<b>Company Name</b>	V&V Electric
Contact Name	Juan Pablo Sotelo	Contact Name	Jose Luis Viera
Contact E-mail:	Celisdeve@gmail.com	Contact E-mail:	Joseviera26@hotmail.com
Contact Phone:	928-920-5755	Contact Phone:	928-285-4366
Work Component:		Work Component:	Electrical
Percentage of Total Work Performed	Demo, sheet rock, texture, flooring,	Percentage of Total Work Performed	

<b>Company Name</b>	Southwest Plumbing Air	<b>Company Name</b>	
Contact Name	Juan Pablo	Contact Name	
Contact E-mail:	Celisdeve@gmail.com	Contact E-mail:	
Contact Phone:	928-920-5755	Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed	HVAC, Plumbing	Percentage of Total Work Performed	

<b>Company Name</b>	MC custom Painting	<b>Company Name</b>	
Contact Name	Mano castro	Contact Name	
Contact E-mail:	mcustompainting@outlook.com	Contact E-mail:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed	Painting	Percentage of Total Work Performed	

Subcontractor Total Work	\$ 71,361.00	Overall Bid Total	\$ 74,929.00
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Overall Prime Contractor Self-Performance %	%
---	---





NO: 30722

# *City of San Luis*

## *2025 Business License*

3080 S. PACIFIC AVE. YUMA, AZ 85364

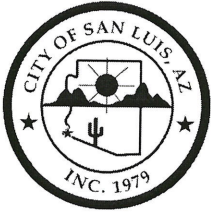
IN CONSIDERATION OF: \$100.00 Dollars, Receipt of which is hereby acknowledged  
The firm listed below is licensed to engage in and carry on business in the City of San Luis at the address  
indicated.

PERIOD ENDING: 12/31/2025

**SOUTHWEST PLUMBING & AIR LLC**  
**ESTANISLAO CELIS**  
**3080 S. PACIFIC AVE.**  
**YUMA, AZ 85364**

*Edgar Espunza*

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



# City of San Luis

## Department of Public Works

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

### Exhibit B

### Professional Reference List

#### Reference 1

Company/Organization	Gowan Mill
Reference Name	Tulio Ramses Payan
Title	Global Engineer
Phone #	256-599-2912
Email	
Job Completed	Yes,

#### Reference 2

Company/Organization	Montes Multiple Services
Reference Name	Rocio Sumner
Title	Operations Manger
Phone #	928-246-6829
Email	Rsumner@montesmultiples.com
Job Completed	Yes,

#### Reference 3

Company/Organization	Home Owner
Reference Name	Salvador Polino
Title	Home Owner
Phone #	928-750-2715
Email	
Job Completed	Yes,

# CITY OF SAN LUIS



**PUBLIC WORKS DEPARTMENT  
FACILITIES DIVISION**

## **REQUEST FOR BIDS**

**REMODEL PROJECT AT  
B STREET CITY BUILDING  
788 EAST B STREET, SAN LUIS, ARIZONA**

---

**EDGAR JUAREZ  
FACILITIES PROJECT COORDINATOR**

**JANUARY 15, 2025**

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

# **TABLE OF CONTENTS**

**NOTICE OF REQUEST FOR BIDS**

**BID SUBMITTAL LIST**

**INSTRUCTION TO BIDDERS**

**CONTRACT (FORM)**

**GENERAL CONDITIONS**

**SCOPE OF WORK**



## Request for Bids City of San Luis, Arizona

### B Street City Building Remodel Project

**NOTICE IS HEREBY GIVEN THAT** the City of San Luis requests sealed bids for furnishing all labor, materials, equipment, and tools and performing all services required for the B Street City Building Remodel Project (the “Project”).

**Pre-bid conference:** The City will hold an optional pre-bid conference at City Hall, 1090 E. Union Street, San Luis, in the Pedro Julian Conference Room on:

**Wednesday, February 5<sup>th</sup>, 2025, at 1:00 P.M.** (Arizona Time).

**Submission Deadline:** The City will receive sealed bids until the deadline when the bids will be publicly opened and read aloud on:

**Tuesday, February 18<sup>th</sup>, 2025  
11:00 A.M.** (Arizona Time).

Bidders must execute and submit their bids on the Bid Schedule form included in the City’s Request For Bids (“RFB”), accompanied by a certified check or bid bond for ten percent (10%) of the total bid amount and enclosed in a sealed envelope. The Bidders shall clearly identify on the outside of the envelope the bidder’s name and address and the words “**Remodel Project for B Street City Building**” and shall address them to the attention of the

**City Clerk of San Luis**

hand delivery to City Hall, 1090 E. Union Street, San Luis, Arizona 85336, or  
by mail to P.O. Box 1170, San Luis, Arizona 85349.

**Project Overview:** The project building is at **788 East B Street, San Luis, Arizona**. The project consists of remodeling the interior and exterior of the area. Improvements for the interior include new flooring, new lighting, removal and addition of walls, retexturing, paint and electrical. Exterior improvements include paint. The RFB details the bid requirements and the Project. The Project is to start on **March 17, 2025**, and finish no later than **May 30<sup>th</sup>, 2025**. Site visits, the RFB, and further information can be obtained from Edgar Juarez, Facilities Project Coordinator, 720 N. 2<sup>nd</sup> Avenue, San Luis, Arizona, [ejarez@sanluisaz.gov](mailto:ejarez@sanluisaz.gov), 928-341-8590, Extension 1414.

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw his or her bid for a period of sixty (60) days after the bid opening.

City of San Luis, Arizona

Jenny Torres, Acting City Manager  
Yuma Sun: 1/26/25 & 2/2/25

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**Bid Submittal List**

**This list may not include all required bid submission items. The bidder is responsible for reading the entire bid and determining all items required by the submission date and time.**

Please include the following items in your submittal according to the date and time listed in the Notice of Request for Bids.

- Bid Bond (Original – with Seal), Certified Check, or Cashier’s Check for ten percent (10%) of the total bid
- Signed Bid Acknowledgement with contractor’s licenses
- Signed Bid Addendum or Addenda Acknowledgement (if applicable)
- Signed Bid Schedule
- Subcontractors and Suppliers List Form (if applicable)
- Non-Collusion Affidavit
- Arizona Transaction Privilege Tax License
- City of San Luis Business License
- References List
- IRS Form W-9

**SAMPLE  
BID SURETY BOND**

Project Name:

For: City of San Luis, Arizona

**KNOWN ALL MEN BY THESE PRESENTS:**

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

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

WHEREAS, the said Principal is herewith submitting its PROPOSAL for:

Project Name: \_\_\_\_\_

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Principal Firm	[Seal]	Surety Firm	[Seal]
_____		_____	

Principal Signature	Surety Signature
_____	_____

Name and Title	Name and Title
_____	_____

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

Address  
\_\_\_\_\_

NOTE: Attach current power of attorney)

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**BID ACKNOWLEDGEMENT**

To the City of San Luis, in compliance with the Request for Bids (“RFB”), the undersigned bidder:

1. The bidder having carefully examined the RFB and the site of the proposed work and being familiar with all of the conditions surrounding the remodel of the proposed project, including the City’s time parameters to complete the work, the availability of materials and labor, offers to furnish everything necessary for the completion of the work listed in the RFB.

2. The bidder agrees that its bid may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of bids.<sup>3</sup>

3. The bidder acknowledges that the bid prices submitted include all applicable sales and/or use taxes, and no further compensation will be approved for these items.

4. If the City requests it, the bidder agrees to furnish all the information and data necessary for the City to determine the bidder's ability to perform the work described in the RFB.

5. The bidder holds the Arizona Contractor’s License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Bid Proposal is hereby respectfully submitted by:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Federal Tax Identification Number

\_\_\_\_\_  
Address City, State, and Zip Code

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
By (Signature Required by duly authorized representative)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of duly authorized representative

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**BID ADDENDUM OR ADDENDA ACKNOWLEDGEMENT**

By signing below, the bidder acknowledges:

The bidder is solely responsible for ensuring that he or she has received and reviewed all Addenda before the bid submittal deadline.

The bidder has received the following Addenda and agrees that the bid submitted is based on the Request for Bids and the following Addenda:

<b>Addendum Number</b>	<b>Date Received</b>

**City of San Luis**  
**B Street City Building Remodel Project**

**Bid Schedule**

<b>Remodel of B Street City Building (788 B St)</b>					
Bid Item	Item Description	Unit	Price Per Unit	Estimated Quantities	Total
1	<b>Flooring:</b> Removal of existing tiles, floor preparation, and installation of new flooring and baseboards.	Sq. Ft.		1,680 Sq Ft.	
2	<b>Removal of Existing Walls:</b> Lobby and new conference room area.	Sq. Ft.		344 Sq. Ft.	
3	<b>Addition of New Walls:</b> Lobby and new conference room area.	Sq. Ft.		224 Sq. Ft.	
4	<b>Retexture and Paint:</b> Retexture and paint whole interior walls and ceiling.	Sq. Ft.		5,168 Sq. Ft.	
5	<b>Electrical:</b> Relocate outlets and all wiring/devices on walls removed. Replace all outlets/light switches/ data outlets through facility with new decora type and new covers.	Lump Sum		Site Visit for Review, Plus: 10 light switches 1 double light switch 55 duplex receptacles 3 quad receptacles 22 data ports 12 blank covers	
6	<b>Interior Lighting:</b> Replacement of lamps to new 1'x4' LED surface mounted, low profile, commercial lights.	Ea.		30	
7	<b>HVAC:</b> Addition of duct register to large common area.	Lump Sum		1	
8	<b>Exterior Doors:</b> New commercial Doors as specified in scope.	Ea.		2	
9	<b>Interior Doors:</b> As specified in scope.	Ea.		8	
10	<b>Restrooms:</b> Removal of wall tiles, addition of new toilet, sink and dispensaries as scope.	Sq. Ft.		2 restrooms	
11	<b>Hallway Cabinets:</b> Sand and paint of hallway cabinets. Countertop to be replaced with modern.	Lump Sum		1	
12	<b>Kitchen:</b> Sand and paint cabinets, replace countertop,	Lump Sum		1	

	add modern full size single bowl sink and new faucet.				
13	<b>Exterior Paint:</b> body and trim as in scope.	Sq. Ft.		Body: 1,350 Sq. Ft. Trim: 330 Sq. Ft.	
14	<b>Windows:</b> New blinds for windows.	Ea.		10 windows	
15	<b>Taxes and Fees</b>				

Subtotal	
5% Contingency	
Total	

GRAND

TOTAL \_\_\_\_\_ (Bidder understands that City reserves the right to award a Contract for each section separately and may award a contract for any or all sections in its discretion and may award different Sections to different Bidders.)

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

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

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

or individual trading as \_\_\_\_\_,

of the City of \_\_\_\_\_ (City, State) and is the holder of Arizona State Contractor's license(s): \_\_\_\_\_ (type) \_\_\_\_\_  
Classification \_\_\_\_\_ License No. \_\_\_\_\_.

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

Respectfully submitted,

Bidders Firm \_\_\_\_\_

Address \_\_\_\_\_

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

By \_\_\_\_\_  
[Signature] [Date]

Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:  
[If Bidder is an individual]

Witness: \_\_\_\_\_  
[Signature] [Date]

CITY OF SAN LUIS, ARIZONA  
 REMODEL PROJECT AT B STREET CITY BUILDING  
**SUBCONTRACTORS AND SUPPLIERS LIST FORM**

If the bidder intends to subcontract any portion of the work described in this RFB, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor and major supplier and the work component that applies to each of them. (Note: Under the General Terms Section 108.2(F) the Prime Contractor shall submit affidavits of payment from each sub-contractor before final payment is made. Under 108.2(D) of the MAG Specification adopted as General terms, the subcontracting of any portion of the work will in no way release the contractor of the contractor's liability under the contract and bonds).

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AND REGISTERED CONTRACTORS' REGULATIONS AT THE TIME OF THE BID OPENING.

[https://sanluisaz-](https://sanluisaz-my.sharepoint.com/personal/jneuman_sanluisaz_gov/Documents/Documents/RFB%20B%20Street%20Remodel%201%2015%202025%20-%20Draft.docx)

[my.sharepoint.com/personal/jneuman\\_sanluisaz\\_gov/Documents/Documents/RFB B Street Remodel 1 15 2025 - Draft.docx](https://sanluisaz-my.sharepoint.com/personal/jneuman_sanluisaz_gov/Documents/Documents/RFB%20B%20Street%20Remodel%201%2015%202025%20-%20Draft.docx)

The bidder may make multiple copies of this form as needed. The bidder shall submit this completed form in the same sealed envelope as the bid.

<b>Company Name</b>		<b>Company Name</b>	
Contact Name		Contact Name	
Contact E-mail:		Contact E-mail:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed		Percentage of Total Work Performed	

<b>Company Name</b>		<b>Company Name</b>	
Contact Name		Contact Name	
Contact E-mail:		Contact E-mail:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed		Percentage of Total Work Performed	

<b>Company Name</b>		<b>Company Name</b>	
Contact Name		Contact Name	
Contact E-mail:		Contact E-mail:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed		Percentage of Total Work Performed	

Subcontractor Total Work	\$	Overall Bid Total	\$
--------------------------	----	-------------------	----

Overall Prime Contractor Self-Performance %	%
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CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**INSTRUCTIONS TO BIDDERS**

**1. Definitions**

“*Addenda*” means the plural of *Addendum*.

“*Addendum*” means the City-issued document during the bidding period that adds to or changes the RFB.

“*bidder*” means the offeror responding to this *RFB*.

“*City*” means the City of San Luis, an Arizona municipal corporation.

“*duly authorized person*” means a living person with the authority to legally bind the bidder, such as the owner or principal officer of the bidder’s company.

“*Project*” means the subject of this *RFB* Remodel Project at B Street City Building.

“*responsible bidder*” means a *bidder* who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

“*responsive bidder*” means a *bidder* who submits a bid that conforms in all material respects to this *RFB*.

“*RFB*” means the forgoing Notice, Bid Submittal List and forms (Sample Bid Bond, Bid Acknowledgement, Bid Addendum or Addenda Acknowledgement, Bid Schedule, Subcontractors and Suppliers List Form, and Non-Collusion Affidavit), and the attached Scope of Work (with its Project Map and Floor Plans, Project Images, and Sequence of Construction) Contract form and General Conditions.

**2. Inspection of Scope of Work**

Bidders are advised to review the Scope of Work carefully to ensure accurate and complete bid submissions. Note: the Scope of Work includes the attached and incorporated Project Map, Floor Plans, Project Images, and Sequence of Construction. The Floor Plans are available in electronic format upon request from the Facilities Project Coordinator Edgar Juarez at [ējuarez@sanluisaz.gov](mailto:ējuarez@sanluisaz.gov). Bidders acknowledge that by submitting their bids, they will not be heard to dispute or complain about the accuracy of their estimates nor assert any misunderstanding regarding the nature or amount of the work to be done.

**3. Bidding Requirements and Conditions**

See the attached General Conditions Section 102

**4. Performance Bond**

The successful bidder, simultaneously with the execution of the contract, will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract sum and a Materials and Labor (Payment) Bond equal to one hundred percent (100%) of the contract sum. Bonding companies and insurance carriers shall be "Best Rated B++ or better by A. M. Best Company or comparable rating as determined at the sole discretion of the City. Each bond shall be executed by a surety (bonding company) duly licensed in and possessing a certificate of authority to transact surety business in the State of Arizona issued by the Arizona Department of Insurance and acceptable to the City. An individual surety or sureties shall not execute the Surety Bond. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in the State of Arizona. The Bonds shall have attached to them a certified copy of Power of Attorney for the signed official executing the bonds.

## **5. Liability Insurance Required for Successful Bidder**

See General Conditions attached, subsection 103.6.1. and the Contract form Section Ten.

## **6. Instructions to Bidders**

The City requests that bidders study this RFB carefully and conform their submissions to this RFB so that their bids are regular, complete, and acceptable.

6.1. Qualifications of Bidders. Bidder must have the contractor's license or license class or classes that allow for the work described in this RFB. Bidders must submit satisfactory evidence that they have practical knowledge of the work bid upon and the necessary financial resources to complete the proposed work. Due consideration will be given to each bidder's present ability, reliability, and general reputation. Bidders shall provide a list of references.

6.2. Basis of Bids. This RFB and the bidder's site examination. Bidders must **personally** examine the site at 788 East B Street, San Luis, Arizona.

- A. Bidders must examine the location and extent of the work to determine any unusual conditions or hazards to be met safely when performing the work.
- B. Bidders will make all necessary investigations to properly inform themselves about the site, the adjacent premises, means of approach, facilities for unloading, storage, and handling of material, and general job conditions and to thoroughly inform themselves about all of the difficulties involved in completing the work. Failure to do so will not relieve the bidder of any of the obligations the bidder assumes by accepting the work.
- C. At no time after the submission of a bid may bidders dispute or complain of the schedule of quantities of materials or assert that there was any misunderstanding as to the amount or character of the work to be done and may not make any claim for damages, or for loss or profits, or for extension of time because of a difference between the approximate

quantities of the various classes or categories of work stated, and the quantities of work actually performed.

- D. Edgar Juarez, Facility Project Coordinator at [ējuarez@sanluisaz.gov](mailto:ējuarez@sanluisaz.gov), will review any work details on the grounds with the bidders. Any discrepancies in, or omissions from, the drawings or specifications discovered by a bidder should be promptly brought to the City's attention before the bid is made. The City will send all bidders written instructions covering discrepancies or omissions.

### 6.3. Form of Bid.

The list of documents under Bid Submittal list must be received in a sealed envelope identifying on the outside of the envelope the bidder's name, bidder's complete address, and the words "**Remodel Project for B Street City Building**" addressed to the attention of the **City Clerk of San Luis** hand delivery to City Hall, 1090 E. Union Street, San Luis, Arizona 85336 or by mail: P.O. Box 1170, San Luis, Arizona 85349.

- A. The bidder must correctly fill out the Bid Schedule form. The bidder shall write the bid legibly in ink or produce the bid electronically in legible type.
- B. By submitting a bid, the bidder understands and agrees that if the bidder's bid is selected but the bidder fails to enter into a contract, the bidder will be liable to the City for any damages the City may suffer as a result.
- C. Point of Contact. The bidder must provide a point of contact, that person's mailing address, e-mail address, and phone number to receive the City's communications or scheduling regarding this RFB.
- D. Authorized Signature. All bids and other signed documents in the forgoing Bid Submittal List must be signed by a principal, agent, or representative duly authorized to bind the bidder.

6.4. Reject Bids. The City shall not consider any bid that it deems as irregular or fails to conform in any material respect to this RFB. The City may deem bids irregular and may consider them non-responsive, including but not limited to any of the following reasons:

- A. It is incomplete.
- B. It contains a conditional bid, an alternative bid, or an unauthorized addition or revision.
- C. It is an unbalanced bid. In an unbalanced bid, the bidder inflates prices for certain items and deflates prices for others, potentially creating the appearance of a low bid but causing higher overall costs for the project.
- D. It reserves the right to the bidder to accept or reject either an award or a contract pursuant to an award.
- E. The City will not accept bids or award contracts to any person in arrears to the City for any debt or contract, in default on any surety bond, or otherwise deficient in any obligation to the City.

6.5. Reservation of Rights to Accept or Reject Bids. The City reserves the right to reject any or all bids, to waive any irregularity, technical flaw, or formal defect in the bidding, to accept or reject any part of any bid, to withhold the award for any reason the City, in its sole discretion, determines appropriate, and to award the contract to other than the low bidder the City deems is in the City's best interests or beneficial to the City. No binding contract will be formed until and unless all contract Documents have been fully executed.

6.6. Changes in RFB. During the bidding period, the City may advise the bidder by e-mail and the City's website posting of additions, omissions, or alterations to this RFB. Any Addenda issued during the time of bidding shall become part of the documents used by the bidder for the preparation of the bid, shall be covered by the bid submitted, and shall be made a part of the Contract Documents for the successful bidder's award of the contract. It is the sole responsibility of the bidders to ensure that they have received and reviewed all Addenda and to submit the signed and dated form, "Addendum or Addenda Acknowledgment" form for each Addendum the City issues, if any. Failure to do so does not excuse ignorance of the change and subsequent rejection of the bid for failure to address the change.

6.7. Bid Withdrawal or Revision.

- A. Any bidder may withdraw or revise a bid after it has been deposited with the City, provided the City receives the bidder's request is received by the City in writing before February 18, 2025. A duly authorized bidder representative must sign any withdrawal or revision.
- B. If a bidder withdraws or revises a bid after February 18, 2025, the Bid Bond is subject to forfeiture as liquidated damages. To avoid forfeiture, the bidder shall not withdraw or revise the bid for sixty (60) days following the bid opening.

6.8. Costs. The bidders shall bear all costs of preparing, submitting, and presenting bids.

6.9. Bidder Assignment. The City will not recognize a bidder's assignment of the bid or the successful bidder's assignment of the award of contract without the City's prior written approval and proof that the surety (if any) has been given due notice of such assignment in writing and has consented to it in writing.

6.10. Date for submission. The City Clerk will receive bids until and no later than **Tuesday, at 11:00 A.M. Arizona Time on February 18, 2025**, when the bids received will be publicly opened and read aloud at San Luis City Hall, 1090 East Union Street, San Luis.

6.11. Tardy Submissions. The City will reject bids received after 11:00 a.m. on February 18, 2025, and will return them without opening them.

6.12. Independent Contractor. The City intends to create an independent contractor contractual relationship with the successful bidder. The City's only interest is in the results to be achieved. The conduct and control of the work will

lie solely with the successful bidder. However, all work performed will be done in accordance with the RFB and its incorporated attachments, subject to the continuing right of the City to inspect the work. The work will be performed entirely at the successful bidder's risk who shall assume all responsibility for the condition of tools and equipment used in the performance of the work described in this RFP and its incorporated attachments.

6.13. Laws and Regulations. Bidders shall familiarize themselves with applicable laws of all authorities with jurisdiction over the work to be performed and services to be provided will apply to the contract with the successful bidder throughout and will be deemed to be included in the contract as if written out in full here. The successful bidder and any subcontractors it engages for the work shall obtain or renew a **City of San Luis business license of licenses.**

6.14. Written Notice of Successful Bid. The contract resulting from the award of this RFB shall commence upon execution after City Council award of contract. The City will notify the successful bidder by telephone, followed by written confirmation in an e-mail to the contact information given in the bid. The City will send by e-mail and U.S. mail to the addresses given in the bid a Notice of Award. The successful bidder shall execute the attached Contract form in the attached form and provide the performance bond, certificate of insurance, insurance endorsements of the City as an additional insured, the W-9, and other documents the City may require. Documents are to be submitted to the City's Facilities Project Coordinator Edgar Juarez within ten (10) calendar days after the City sends the e-mail with the Notice of Award, or the Bid Security will be subject to forfeiture.

6.15. Notice of Unsuccessful Bids. The City will mail a notice to each bidder whose bid was not accepted to the addresses provided in the bids.

6.16. Protests. Bidders not selected have ten (10) calendar days from the e-mail delivery notification to initiate a written protest. The City of San Luis reserves the right to reject any or all bids; to make modifications to, or waive irregularities of information in any bid, if city staff deems this to be in the best interest of the City of San Luis. The City of San Luis may decide to readvertise the RFB and/or take any prudent steps to resolve the protest.

6.17. Failure to Contract with Successful Bidder. If a contract cannot be finalized within fifteen (15) days of the award of contract, the City reserves the right to enter into negotiations with another bidder.

## **7. Requests for Clarification in Writing**

If a prospective bidder desires clarification of the scope of work, any details on the drawings or provisions of the specifications, a request for clarification must be made to the City in writing by e-mail to Edgar Juarez, Facility Project Coordinator, at [ej Suarez@sanluisaz.gov](mailto:ej Suarez@sanluisaz.gov) and the City must receive it no later than **Friday, February 7, 2025**. Each prospective bidder with more than one request for clarification shall put all requests into one e-mail. If desirable, the City will respond on **Tuesday, February 11, 2025**, in writing by e-mail for the benefit of all

prospective bidders and without divulging the source of any inquiry. The goal is to ensure that all prospective bidders operate with the same information.

## **8. Right to Subcontract**

The bidders will have the right to subcontract any part of the project covered by the scope of work, plans, and specifications and by the contract, but not the whole of the contract. The bid must state whether the bidder intends to subcontract any part of the project covered by the scope of work, plans, and specifications. Any subcontractors proposed by a bidder for any part of the project must be subject to the approval of the City. The bidder must clearly state in the bid any outsourcing or contracting of any work to meet the requirements contained in this RFB. Any bid that calls for outsourcing or subcontracting work must include:

- the name and description of the company (or companies) or individual (or individuals) the bidder will be using and
- the compensation to be paid for said outsourced or subcontracted work.

## **9. Bid Price**

It is the intent that all of the items and quantities given in the bid include every item in any way essential to constitute thorough compliance with the requirements indicated, specifically or through reasonable inference, finished and ready for the City's use without further additional costs of any nature. The bid must state the total price in a manner that segregates and separately states the price of:

- labor,
- installation services if the bidder is to perform the installation work,
- materials to be used,
- machinery and equipment to be furnished,
- the premium of the surety bond,
- taxes, including sales or use tax that the bidder is required or obligated to collect from the City as the owner under any applicable law or regulation
- permit fees or other costs borne by the bidder or charged to the City  
(The successful bidder shall obtain and provide all necessary permits)
- materials on hand or their availability,
- anything else essential to the completion of the project in this RFB.

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**CONTRACT**

This Contract (this "Contract") made this \_\_\_\_ day of March 2025, between

("Contractor") and	City of San Luis City Hall 1090 East Union Street (physical) P.O. Box 1170 San Luis, Arizona, an Arizona municipal Corporation ("City" or "City of San Luis")
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**SECTION ONE.  
CONTRACT DOCUMENTS**

This Contract includes the following documents which may be referred to as the "Contract Documents, Request for Bids ("RFB") (which includes the Notice of Requests for Bids, Bid Submittal List and associated forms, all Addenda (if any) submittals required by the RFB, required insurance policies and endorsements, bonds sureties, Instruction to Bidders, this Contract, General Conditions, the Scope of Work). The General Conditions are from Part 100 of the 2015 Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction as adopted and modified by the City of San Luis as its Public Works Standards In the event of a conflict between the General Conditions and this Contract or the RFB, this Contract shall control. All references to the Engineer in the General Conditions shall refer to the Facilities Project Coordinator.

**SECTION TWO.  
DESCRIPTION OF WORK**

REMODEL PROJECT AT B STREET CITY BUILDING

The work consists of a remodel project at the B Street City Building located at 788 East B Street., San Luis, Arizona, more fully described in the Scope of Work in the Contract Documents ("Project").

**SECTION THREE.  
THE CONTRACT PRICE**

City shall pay Contractor the fixed sum of \$ \_\_\_\_\_ (the "Contract Price") for

the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties.

**SECTION FOUR.  
PAYMENT SCHEDULE**

Payment is to be made within 30 days after billing, after the City has observed, reviewed, or verified that the material or equipment meets the requirements of the Scope of Work. Payment for material or equipment does not constitute final acceptance.

**SECTION FIVE.  
START AND COMPLETION OF WORK**

The work to be performed under this Contract shall be commenced on approximately \_\_\_\_\_, as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Project shall be completed by approximately May 30, 2025, subject to permissible delays as defined in this Contract. Substantial commencement of the work shall be deemed to occur when the Contractor first supplies workers to the Project who actually commence construction operations.

**SECTION SIX.  
FORCE MAJEURE**

In the event that Contractor shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not in the control of the Contractor, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**SECTION EIGHT.  
EXTRA WORK**

No extra work is to be performed without a written change order approved by the City. Prior to approval of such a change order, the Contractor shall provide an estimate of the cost for such extra work, and at no time shall the cost for such extra work exceed said estimate.

**SECTION NINE.  
RELEASE OF MECHANICS' LIENS**

Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to City a full and unconditional release from any claim or mechanic's lien for that portion of the work

for which payment has been made.

**SECTION TEN.  
INDEMNITY AND INSURANCE**

The contractor shall hold harmless, indemnify and defend the City against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall hold harmless, indemnify, and defend the City from any claims, demands, suits, actions or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection here, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or Contractor's subcontractors. Insurance coverage specified in the General Conditions and in the special conditions constitutes the minimum requirements. Those shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at the Contractor's own cost and expense, any additional kinds and amounts of insurance that, in the Contractor's own judgment, may be necessary for the Contractor's proper protection in the prosecution of the work. Any such additional insurance shall be made available to the City as an additional insured.

The insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants above. The City in no way warrants that the minimum limits required by the General Conditions are sufficient to protect the successful bidder from liabilities that might arise out of the performance of the work by the bidder, his or her agents, representatives, employees, or subcontractors. Bidder is free to purchase such additional insurance as may be determined necessary. On insurance policies where the City of San Luis is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the bidder, even if those limits of liability are in excess of those required by the successful bidder's contract.

All certificates of insurance and endorsements for the City as an additional insured shall be emailed directly to [msabori@sanluisaz.gov](mailto:msabori@sanluisaz.gov) and [ejuaraz@sanluisaz.gov](mailto:ejuaraz@sanluisaz.gov)

**SECTION ELEVEN.  
INDEPENDENT CONTRACTOR**

A. The City retains the Contractor on an independent contractor basis. The Contractor is not an agent or employee of the City for any purpose. Neither the Contractor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance as an employee of the Contractor as required by law. The Contractor shall be responsible for all reports and obligations respecting such persons, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation. The Contractor's performance of services and hours worked

shall be entirely within the Contractor's control, and the City shall rely upon the Contractor to devote the time reasonably necessary to perform in accordance with this Agreement.

B. The City shall not be responsible for covering the Contractor under any workers' compensation insurance or unemployment compensation insurance plans. The Contractor represents and warrants that it (a) is covered by a workers' compensation insurance policy procured and paid for by it, (b) has a valid notice of exclusion on file with the Industrial Commission of Arizona or (c) is a "sole proprietor" within the meaning of A.R.S. § 23-961(M) and has no employees. The Contractor shall notify the City immediately if the status of such coverage, notice, or sole proprietorship changes.

C. Neither the Contractor nor its employees or agents shall have any authority or right to obligate the City in any way. The Contractor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

D. The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements for similar or other services with other parties during the term of this Agreement.

E. The Contractor's rights include but are not limited to the control of the work, manner, and methods of the work, and the right to contract with others.

F. The City's rights include but are not limited to inspection and approval of the work.

## **SECTION TWELVE. MISCELLANEOUS**

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Contractor or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

B. Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against another party to enforce any of the terms, covenants, or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party. In the event the said prevailing party secures any judgment, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

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

E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

F. Time of the Essence. Time is of the essence of this contract.

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Contractor or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation, not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38 511.

K. Reformation. Should any term, provision, covenant, or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, elected official, officer, or employee of the City shall be personally liable to the Contractor, or any successor or assignee, (a) in the

event of any default or breach by the City, (b) for any amount which may become due to Contractor or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. **Employment Eligibility.** Contractor hereby warrants and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of CONTRACTOR and any contractor or subcontractor employee of CONTRACTOR to ensure that CONTRACTOR and any of its contractors or subcontractors are compliant with this warranty.

P. **No Forced Labor of the Ethnic Uyghurs.** Under A.R.S. § 35-394 Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this 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.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Q. **No Israel Boycott.** Contractor hereby certifies that the Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

R. **Compliance with Law.** Contractor that it will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Contract, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the Contractor must include similar requirements of subcontractors in any contracts entered into for performance of the Contractor's obligations under this Contract. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the Contractor must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

S. **Assignment.** The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

The parties have executed this Contract in San Luis, Yuma County, Arizona the day and year first set forth above.

**City of San Luis**

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Nieves Riedel, Mayor

**Attest:**

**Approved As to Form:**

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Sonia Cornelio, City Clerk

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Kay Marion Macuil, City Attorney

**Contractor**

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CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

**GENERAL CONDITIONS**  
**2016**

**City of San Luis**

**SUPPLEMENT TO  
MAG UNIFORM STANDARD  
SPECIFICATIONS  
For  
PUBLIC WORKS CONSTRUCTION  
And To The  
CITY OF YUMA CONSTRUCTION STANDARD  
DETAIL DRAWINGS**



**EFFECTIVE October 26, 2016**

# CONSTRUCTION SPECIFICATIONS

## PART 100 - GENERAL CONDITIONS

### Section Title

101	<u>Abbreviations and Definitions</u>	101-1
102	<u>Bidding Requirements and Conditions</u>	102-1
103	<u>Award and Execution of Contract</u>	103-1
104	<u>Scope of Work</u>	104-1
105	<u>Control of Work</u>	105-1
106	Control of Materials	N/C
107	<u>Legal Regulations and Responsibility to Public</u>	107-1
108	<u>Commencement, Prosecution and Progress</u>	108-1
109	<u>Measurements and Payments</u>	109-1
110	<u>Notification of Changed Conditions and Dispute Resolution</u>	110-1
111	<u>Health &amp; Safety</u>	111-1

**N/C – No change to the Specification**

**Deleted – This Section deleted in its entirety**

## **SECTION 101 – ABBREVIATIONS AND DEFINITIONS**

If there are any discrepancies between this document and the City code, the City code will govern.

**SUBSECTION 101.2 DEFINITIONS AND TERMS** add the following definition:

Solicitation: The book or pamphlet pertaining to a specific project, containing proposal forms, special provisions and other information necessary for and pertinent to the preparation of the proposal or bid.

REPLACE THE FOLLOWING DEFINITIONS:

County: Yuma County, organized and existing under and by virtue of the laws of the State of Arizona

Contracting Agency: The City of San Luis

Major Item: The total of any item of work and/or materials specified in the bid form that exceeds the amount established in Table 109-1.

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

**SUBSECTION 102.8 PROPOSAL GUARANTEES** delete subsection in its entirety and replace with the following:

As required by A.R.S. § 34-201, as amended, each bid must be accompanied by a certified check, cashier's check, or surety bond payable to the City of San Luis for at least ten percent (10%) of the total bid price as a guarantee that the bidder enter into a contract to perform the Project in accordance with the Plans and Project Manual, within ten (10) days after the Notice of Award. The surety bond must be issued by a company authorized to transact surety business in the State of Arizona.

If a surety bond is used, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority pursuant to Transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The surety bond shall not be executed by an individual surety or sureties. In addition, said company or companies shall be rated "Best A-" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Guide, published by the A.M. Best Company

**SUBSECTION 102.9 SUBMISSION OF PROPOSAL** delete subsection in its entirety and replace with the following:

Proposals (Bid) and bid guarantee (Bid Bond) must be received in a sealed envelope identifying on the outside of the envelope the contractor name, contactors complete address, solicitation number and title. The sealed envelope must be received by the City of San Luis by the specified date and time in the solicitation or as indicated in addenda.

Any proposal received after the stated deadline identified (unless changed by addendum), will not be considered and will be returned unopened to the sender at sender's expense if sender wants the proposals to be returned. No oral or electronically transmitted proposal will be considered.

**SUBSECTION 102.10 WITHDRAWAL OR REVISION OF PROPOSAL** delete subsection in its entirety and replace with the following:

Any bidder may withdraw or revise a proposal after it has been deposited with the Contracting Agency, provided the bidder's request is received by the Contracting Agency, in writing, before the time specified for opening proposals or as stipulated herein.

**SUBSECTION 102.13 SUCCESSFUL BIDDERS** delete subsection in its entirety and replace with the following:

Unless otherwise specified in the solicitation, the successful bidder may obtain three (3) sets of plans and special provisions for the project from the Contracting Agency at no cost.

## SECTION 103 – AWARD AND EXECUTION OF CONTRACT

**SUBSECTION 103.1 CONSIDERATION OF PROPOSAL** delete last paragraph in its entirety

**SUBSECTION 103.2 RETURN OF PROPOSAL GUARANTEE** delete subsection in its entirety and replace with the following:

All proposal guarantees (except Bid Bonds) will be returned immediately after the contract documents have been executed by all parties. If a check has been received in lieu of a bid bond, the City of San Luis will issue a check to refund the Contractor. Bid bonds will be kept in bid file.

**SUBSECTION 103.6.1 GENERAL (A) MINIMUM LIMITS OF LIABILITY** delete subsection in its entirety and replace with the following:

*The following limits are typical minimum requirements, but may be subject to change depending on project size/type requirements.*

### A. General.

- (1) Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- (2) Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage Parts of this Agreement.
- (3) Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- (5) Primary Insurance. The Contractor's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- (6) Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such

subrogation waivers incorporated into each policy via formal written endorsement thereto.

- (7) Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- (8) Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in the Contract and insurance requirements set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- (9) Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. Additionally, certificates of insurance and

declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- i. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
    1. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
    2. Auto Liability - Under ISO Form CA 20 48 or equivalent.
    3. Excess Liability - Follow Form to underlying insurance.
  - ii. The Contractor's insurance shall be primary insurance as respects performance of the Agreement.
  - iii. All policies, except for Professional Liability, but including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.
  - iv. A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.
- (9) Umbrella/Excess Liability. The Contractor must carry Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.

If the City requires testing of equipment or other similar operations, the Contractor is responsible for providing appropriate insurance as may be deemed necessary by the City.

B. Required Insurance Coverage.

- (1) Commercial General Liability. The Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10
- (2) 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- (3) Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- (4) Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is

written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

(5) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

If the City of San Luis requires testing of equipment or other similar operations, the CONTRACTOR is responsible for providing appropriate insurance as may be deemed necessary by the City.

## **SECTION 104 – SCOPE OF WORK**

**SUBSECTION 104.1.1 GENERAL** delete subsection in its entirety and replace with the following:

The Contractor shall perform all work necessary to complete the contract in a satisfactory and acceptable manner in full compliance with the plans, specifications and terms of the contract.

In the event a conflict exists between Contract Documents the order of precedence listed in descending order shall be as follows:

- Change Orders
- Addenda
- Special Provisions
- Project Plans/Drawings
  - City of San Luis supplement to the MAG Uniform Standard Specifications and Details
  - MAG Uniform Standard Specifications
  - City of Yuma Standard Details

Unless otherwise specified in the special provisions, the Contractor shall furnish all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the project within the time specified.

**SUBSECTION 104.1.4 CLEANUP AND DUST CONTROL** delete third paragraph in its entirety and replace with the following:

The Contractor shall take whatever steps, procedures or means required preventing any dust nuisance due to the Contractor's construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Engineer and in accordance with the requirements of the Yuma County Air Quality Rules and Regulations.

**SUBSECTION 104.2.2\*(A) DUE TO PHYSICAL CONDITIONS** delete subsection in its entirety and replace with the following:

\*(A) Should the Contractor encounter or discover prior to or during the process of the work, subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Contractor shall promptly notify the Engineer in writing of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions and, if the Engineer finds such conditions do so materially differ and cause an increase or decrease in the cost of or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

**SUBSECTION 104.2.6 AS-BUILTS** add the following subsection:

No later than 14 Calendar Days the Engineer will provide AutoCAD files of the Design Plans to the Contractor for use in developing the As-built Plans. The Contractor shall, in separate and readily identifiable "As-built" layer(s), reflect all cases where the Construction Work changes, adds to, or differs from the As Designed Plans.

The Contractor shall submit one large set of Mylar As-Built Plans, one reduced set of As-Built Plans, two CDs of the As-Built PDF file and two CDs of the As-Built AutoCAD file to the Engineer upon completion of the Project.

The Final Project Payment will not be processed until the As-Built Plans have been reviewed and accepted by the Engineer.

## **SECTION 105 – CONTROL OF WORK**

**SUBSECTION 105.8 CONSTRUCTION STAKES, LINES AND GRADES** delete subsection in its entirety and replace with the following.

The Contractor shall provide all Construction Staking on the Project.

The basic reference lines, bench marks and control points from which the Contractor shall establish all points and controls needed to construct the Project are identified in the Plans.

Construction Staking shall consist of performing all Construction Staking essential for the control and completion of the Project, in accordance with the specifications and in conformity with the lines, grades, and details shown on the plans or as established by the Engineer. The Contractor shall establish and lay out the necessary project control points, and shall perform all staking necessary to properly complete and control the work.

Using the data and information provided in the plans, the Contractor shall verify the accuracy of the plans by checking the vertical and horizontal alignments and the plan details. This verification shall be accomplished prior to starting any construction operations and, as a minimum, shall include the verification of all elevations, grades, stationing, distances, offsets, dimensions and any other information shown on the plans.

Any errors, discrepancies or omissions discovered by the Contractor shall immediately be brought to the attention of the Engineer.

## **SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**SUBSECTION 107.5 SAFETY, HEALTH AND SANITATION PROVISIONS** delete first paragraph in its entirety and replace with the following:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Yuma County Health Department, Sanitary Code.

**SECTION 107.6.3 CONSTRUCTION NOTICE** add the following subsection:

The Contractor, at least seven days prior to starting any construction activities or phases, shall distribute Construction Notice Flyers to all affected residences, businesses and other interests in the immediate vicinity of the Project. The Contractor shall furnish a copy of the Construction Notice to the Engineer for approval prior to issuing the notice.

The Construction Notice shall include the Project name and description, the Contractor's name, a brief description of the work, the anticipated duration of the work in the immediate area, and the name(s) of the Contractor's contact(s) with phone number(s) where the Contractor can be contacted 24 hours, seven days per week. The Construction Notice shall be written in both English and Spanish.

The Contractor shall maintain a written log of all public inquiries and concerns, including a brief description of the concern, how the issue was resolved, and the day and time of the resolution. Copies of the written log shall be available for review as requested by the Engineer.

All costs associated with the Construction Notices shall be considered incidental to completion of the Project, and no direct payment will be made for this work.

**SUBSECTION 107.7 BARRICADES AND WARNING SIGNS** delete last paragraph in its entirety and replace with the following:

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Contacting Agency which is hereby made a part of these specifications.

**SUBSECTION 107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE** delete third and fourth paragraphs in their entirety and replace with the following:

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, directive, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at no cost to the Contracting Agency, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner. Such damage will include but not be limited to landscaped areas. The Contractor shall regrade the disturbed area as directed and restore the surface material to match existing in type and quality.

The Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration shall include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If in the determination of the Engineer, the sod and/or plant material did not survive the transplanting in good condition, the Contractor shall replace the sod and/or plant material to match in type and quality. Also, the Contractor may salvage any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material shall be installed.

## **SECTION 108 – COMMENCEMENT, PROSECUTIONS AND PROGRESS**

**SUBSECTION 108.2 SUBLETTING OF CONTRACT** add the following:

(F) The contractor shall submit affidavits of payment from each sub-contractor before final payment is made.

**SUBSECTION 108.4.1 PRE-CONSTRUCTION AND POST CONSTRUCTION MEETINGS** add this

subsection: Pre-Construction Meeting

The Contractor shall attend the Pre-Construction Project Meeting on the date and time scheduled by the Engineer.

The Contractor, at the Pre-Construction Meeting, shall submit the following documents for review and approval:

1. Name and Phone Number of Project Superintendent
2. Name of Person(s) authorized to execute Extra Work Orders and Change Orders.
3. Project Construction Schedule
4. Proposed Project Materials
5. Copy of the Notice of Intent (NOI) form filed with ADEQ
6. Traffic Control Plans (TCP), if a TCP has not been established in the plans

Post-Construction Meeting

The Contractor shall attend the Post-Construction Project Meeting on the date and time as scheduled by the Engineer. The Engineer will schedule the meeting no later than 14 days after Contractor addresses all issues on the Project Walk-Thru Inspection List.

At the Post-Construction Meeting the Contractor shall, if not already submitted, provide the following documents:

1. Consent of Surety
2. Contractor's Affidavit Regarding Settlement of Claims
3. As-Built Plans
4. Copy of the Notice of Termination (NOT) form filed with ADEQ
5. SWPPP Inspection Reports
6. Project Test Reports

All costs associated with the Pre-Construction and Post Construction Meetings shall be considered incidental to completion of the Project, and no direct payment will be made for this work.

The Contractor shall attend all Project Public Information Meetings and all Construction Progress Meeting as scheduled by the Engineer.

The Contractor shall conduct Public Information Meetings as deemed necessary by the Engineer for public involvement.

Unless otherwise determined by the Engineer, Weekly Project Construction Progress Meetings will be conducted during the life of the Project. The Contractor, at the Progress Meetings, shall provide a Project Schedule identifying the work that will be performed the coming week.

All costs associated with the Public Information and weekly Construction Progress Meetings shall be considered incidental to completion of the Project, and no direct payment will be made for this work.

**SUBSECTION 108.5 LIMITATION OF OPERATIONS** delete second paragraph in its entirety and replace with the following:

All traffic affected by the construction will be regulated in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) adopted by the Contracting Agency.

**SUBSECTION 108.9 FAILURE TO COMPLETE ON TIME** delete Table 108-1 in its entirety and replace with the following:

<b>SCHEDULE OF LIQUIDATED DAMAGES</b>			
<b>ORIGINAL CONTRACT AMOUNT</b>		<b>LIQUIDATED DAMAGES PER DAY</b>	
<b>From More Than</b>	<b>To and Including</b>	<b>Calendar Day or Fixed Date</b>	<b>Working Day</b>
\$ 0	\$ 100,000	\$ 350	\$ 500
\$ 100,000	\$ 500,000	\$ 490	\$ 700
\$ 500,000	\$ 1,000,000	\$ 840	\$ 1,200
\$ 1,000,000	\$ 2,000,000	\$ 910	\$ 1,300
\$ 2,000,000	\$ 5,000,000	\$ 1,190	\$ 1,700
\$ 5,000,000	\$ 10,000,000	\$ 1,540	\$ 2,200
\$ 10,000,000	\$	\$ 2,380	\$ 3,400

## **SECTION 109 – MEASUREMENTS AND PAYMENTS**

**SUBSECTION 109.2.2 BID FORM CONTINGENCY AMOUNT** add the following subsection:

The Contingency Amount, if, any, constituting the percentage shown on the Bid Form, will be used to cover the cost of item overruns and/or extra work that may be required during construction of the Project. The Contingency Funds will be used as directed and approved by the Engineer, and any Contingency Funds remaining at the end of the Project will be deleted from the Contract as part of the Final Change Order.

**SUBSECTION \*109.7 PAYMENTS FOR BOND ISSUE AND BUDGET PROJECTS (A)(1)** delete subsection 109.7 (A)(1) in its entirety and replace with the following:

(1) No payment will be processed until the material or equipment has been observed, reviewed or verified by the Contracting Agent representative. Only the material or equipment meeting the requirements of the plans and specifications will be paid. Payment for material or equipment does not constitute final acceptance.

## **SECTION 110 – NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION**

**SUBSECTION 110.3.1 GENERAL** add the following information to each Level:

- Level I. (Representative reviewed by: *Project Manager*)
- Level II. (Representative reviewed by: *City Public Works Director*)
- Level III. (Representative reviewed by: *City Manager*)

**SUBSECTION 110.3.3 PROCESS** delete the first two paragraphs and subsection (B) in their entirety and replace with the following:

The Contracting Agency's Level I Representative will render a written decision regarding the matter in dispute within five (5) working days of receipt of the Contractor's notification that the dispute resolution process should begin.

The Contractor shall, upon receipt of the decision by the Level I Representative, either accept or reject the decision in writing. If the Contractor does not reject the Level I Representative's decision within five (5) working days of its receipt, the Contractor will be deemed to have accepted the decision, the dispute will be considered withdrawn from the administrative process, and there will be no further remedy.

**DELETE SUBSUBSECTION (B) AND REPLACE WITH THE FOLLOWING:**

(B) Arbitration: The decision of the Level III Representative in relation to the claim shall be final unless the dispute review board or arbitration is chosen as follows:

**SUBSECTION 110.5 DISPUTE REVIEW BOARD** delete this subsection in its entirety.

**SECTION 111 – HEALTH & SAFETY** add the following section:

**111.1 CONFINED SPACE ENTRY**

No entry shall be made into a confined space, tank, vat or pit without prior notification and approval by the City of San Luis and completion of a confined space entry permit

**111.2 ELECTRICAL LOCK/OUT (TAG/OUT) STANDARD**

The contractor shall not enter any e

electrical substation nor shut off any power without authorization of the City of San Luis Project Manager.

**111.3 NOISE AND AIR POLLUTION**

Noise - the contractor will inform the City of San Luis Project Manager of any operations that will create consistent sound level/s in excess of 90 decibels (A scale) at or around the work site.

Air Pollution - The contractor will inform the City of San Luis Project Manager of any potential air contamination that may be generated by the contractor(s) operation(s) such as dust, fumes, vapors, generators, etc. The contractor will take all reasonable precautions to minimize emissions of any air contaminant(s).

**111.4 EXPECTATIONS**

Ensure all Material Safety Data Sheets for chemicals intended for use on City of San Luis premises are available upon request.

Designate and identify one spokesperson to address any environmental health and safety questions that may arise during the service. The spokesperson shall be available whenever work is being performed.

Maintain an accurate record of all accidents resulting in death, traumatic injury, occupational disease, or damage to any property whether or not that of the City of San Luis and promptly report any of the same to the City of San Luis Project Manager.

Take immediate action upon identification of any health or safety issue that affects City of San Luis personnel, the public, property, or could result in an injury to any worker.

Immediately inform the City of San Luis Project Manager upon receipt of any notice of violation, notice to comply, citation, or other enforcement document received from any regulatory agency.

**111.5 PROJECT INFORMATION SIGNS**

Project Information Signs shall be placed at each end of the Project prior to starting Construction Operations, and shall be in accordance with City of Yuma Standard No. 8-100 Work Zone Identification Sign and with the details in the Plans. Project Information Signs will be considered incidental to the work and no separate payment will be made.

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

# **SCOPE OF WORK**

## **PROJECT DESCRIPTION**

The City of San Luis is seeking cost proposals to remodel the B Street City Building. The following are the estimated tasks associated with this project. A Project Map is attached as an exhibit hereto and, by this reference is incorporated herein.

Description of work: The remodeling of the B Street City Building will include a renovation to the interior and exterior. The contractor is responsible for removing furniture and obstructions to an allocated area provided by City staff and replacing it after a section is completed. Contractor is also responsible for disposal of materials and trash and all its costs. Contractor is responsible for cleanup after project is completed. Full list of scope below:

### **Flooring**

- Removal of existing tiles and baseboard.
- Subfloor preparation and leveling as needed.
  - Installation of new flooring to the whole interior of the building including hallway, rooms, large common areas and restrooms: [Style Selections Style Maple Grey Gray 8-in x 24-in Glazed Ceramic Wood Look Floor and Wall Tile \(1.31-sq. ft/ Piece\) in the Tile department at Lowes.com](#)
- Installation of grout as recommended by flooring specs. Color TBD.
- Installation of new 4" rubber cove base. Color TBD.

### **Removal of Existing Walls**

- Removal of 2 walls in large common area as seen in floor plan.
  - All existing electrical to be relocated in new walls.
  - Window and small opening to be added for reception.
- Removal of 2 walls to make meeting room larger, as seen in floor plan.
  - All existing electrical to be relocated in new walls.
  - Door opening to remain at same location.

### **Addition of New Walls**

- Addition of wall in lobby area separating large common area.
- Addition of two walls for new conference room.

### **Retexture and Paint**

- Re-texture and paint the whole interior of the building. Walls, trims, and ceiling.
  - Paint color TBD by client.

### **Electrical**

- Relocate outlets on walls removed.
- Relocate wiring for thermostat and security alarm on walls removed.
- Replace electrical outlets, light switches, and data outlets in all the building to more modern. Decora receptacles and light switches with new covers.

### **Interior Lighting**

- Removal of all old lamps and replacement with new 1'x4' LED surface mounted, low profile, commercial thin lights.

### **HVAC**

- Add duct register to large common area.

### **Exterior Doors**

- New commercial metal doors with interior push bar (panic device) and keypad turn handle lever on the outside.
- Front Door: Half window on door with city logo and hours of operation signage.
- Rear Door: Full metal door.
- Key cylinder for own facility, but have it match the City's master key.

### **Interior Doors**

- Remove, sand and paint doors.
- Reinforce frame if needed.
- New door handles to all interior doors, each room to have its own key, and all to match city's master key.

### **Restrooms**

- Removal of wall tiles and addition of new texture as the rest of the building.
- 4" cove base to match rest of building.
- New modern toilets, sinks lights, and mirrors.
- New Dispensers
  - Toilet Paper dispensers
  - Automatic hand dryer paper dispensers
  - Toilet seat cover dispensers
  - Automatic Soap Dispenser
  - Handicap rails for wheelchair

### **Hallway Cabinets**

- Sand and paint cabinets in the hallway.
- Replace countertops to modern.
- Colors chosen by client prior to installation.

### **Kitchen**

- Replace Counter/sink in kitchen.
- Sand and paint cabinets in kitchen.
- Add modern full size single bowl sink with new faucet.
- Counter color chosen by client prior to installation.

## **Exterior Paint**

- Paint building and trim.
  - Paint color TBD by client.

## **Windows**

- New blinds for windows.
- Model: TBD

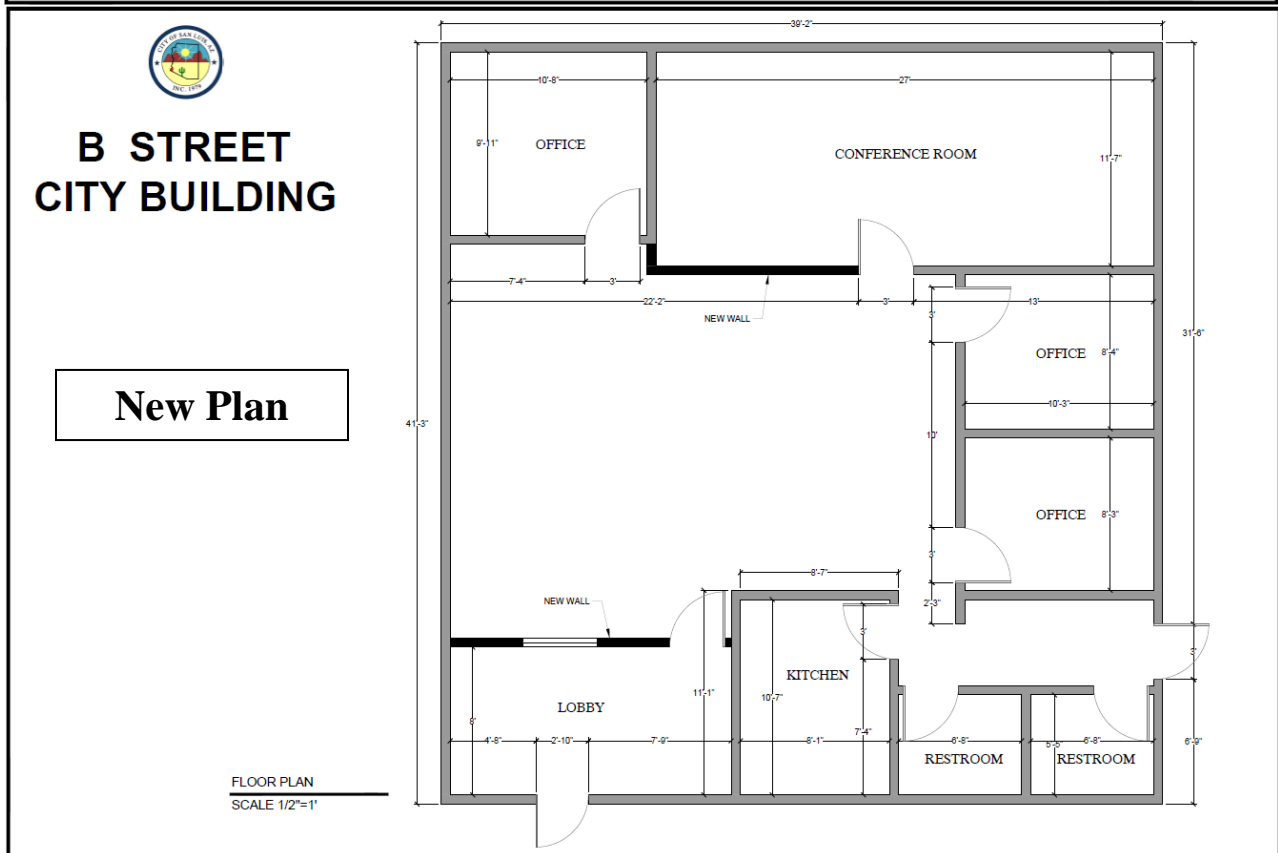
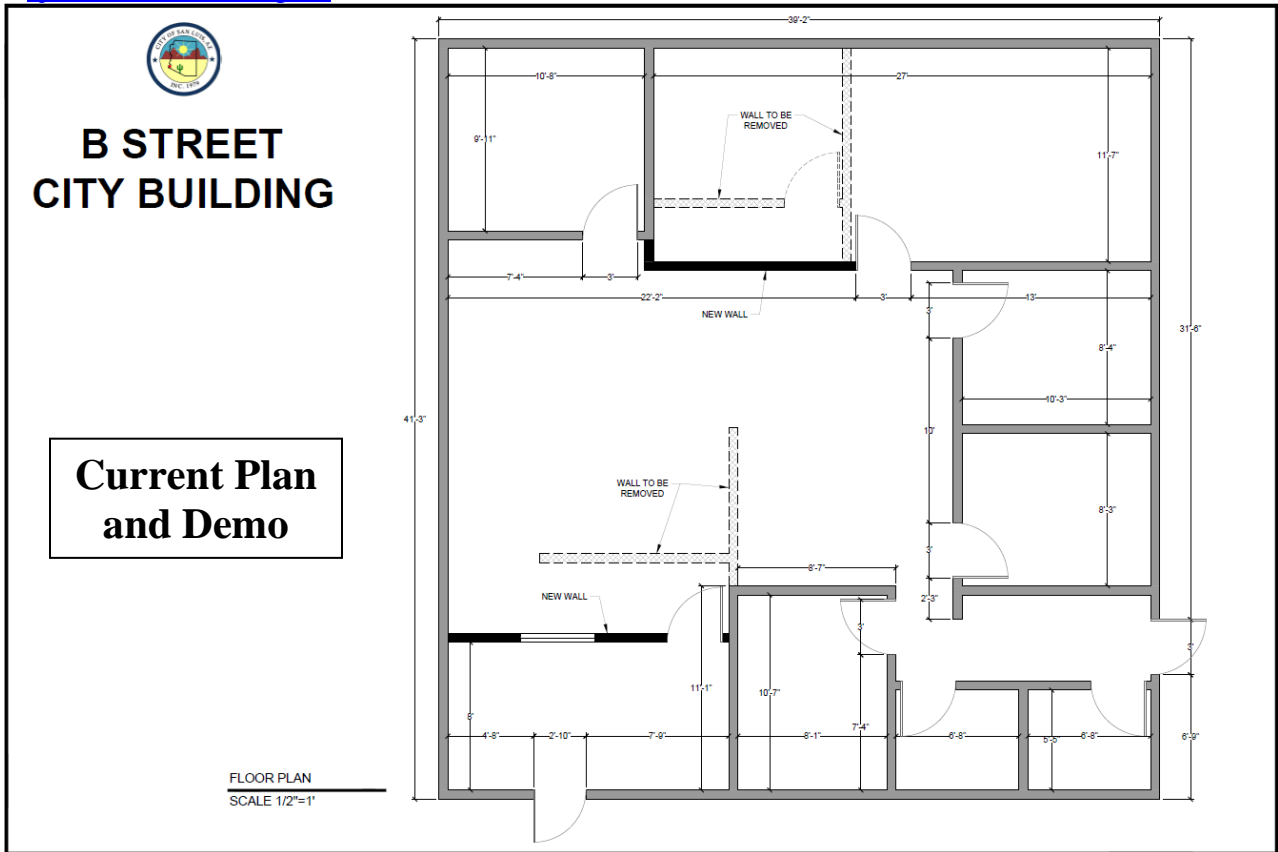
### **General:** Contractor shall:

- Coordinate with Facilities Project Coordinator in sequence of events of all work to minimize impact to services.
- Be responsible for removal and disposal of existing materials, trash, and debris.
- Be responsible for all fees associated with disposal.
- Be responsible for preparation of surfaces for construction including leveling, scraping of substrate to remove debris, subfloor preparation, drywall patching and paint overspray, filling cracks and holes.
- Be responsible for final cleanup of all surfaces once construction is complete.
- Site Visit: Contractor is to coordinate any site visits through Facilities Project Coordinator listed above.

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

# **PROJECT MAP FOLLOWS**

\* An electronic copy of the below floor plans may be requested from the Facilities Project Coordinator at [ejarez@sanluisaz.gov](mailto:ejarez@sanluisaz.gov).



CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

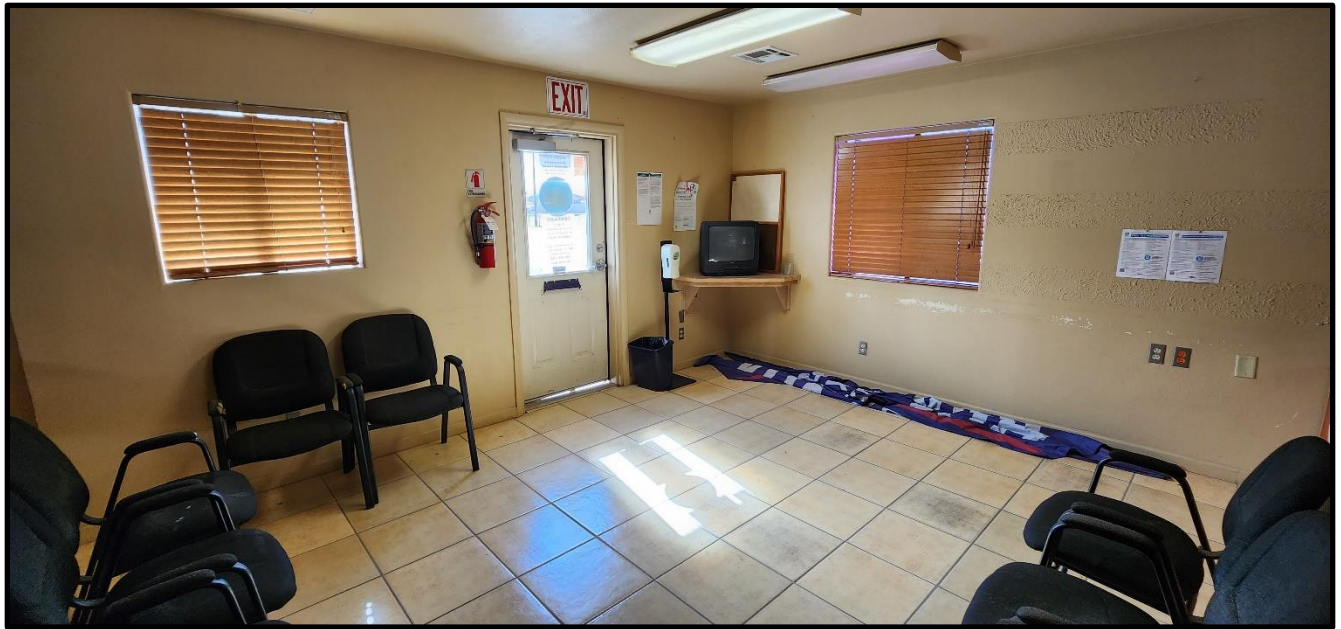
**PROJECT IMAGES**



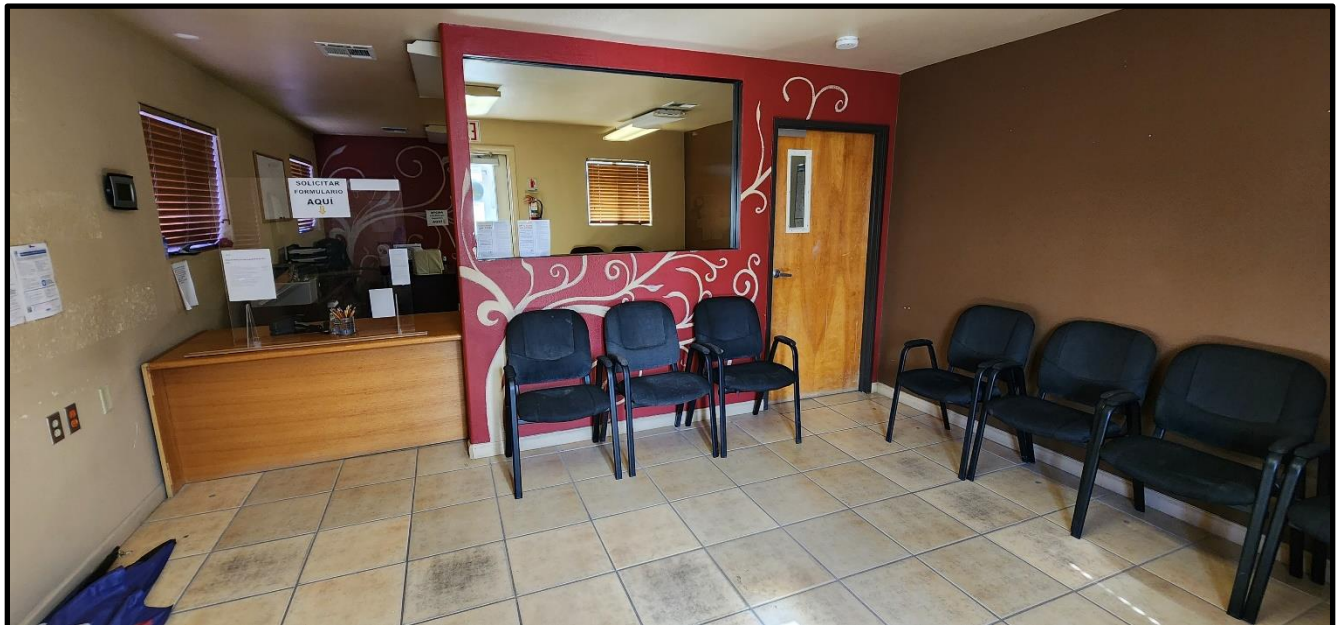
Exterior of Building



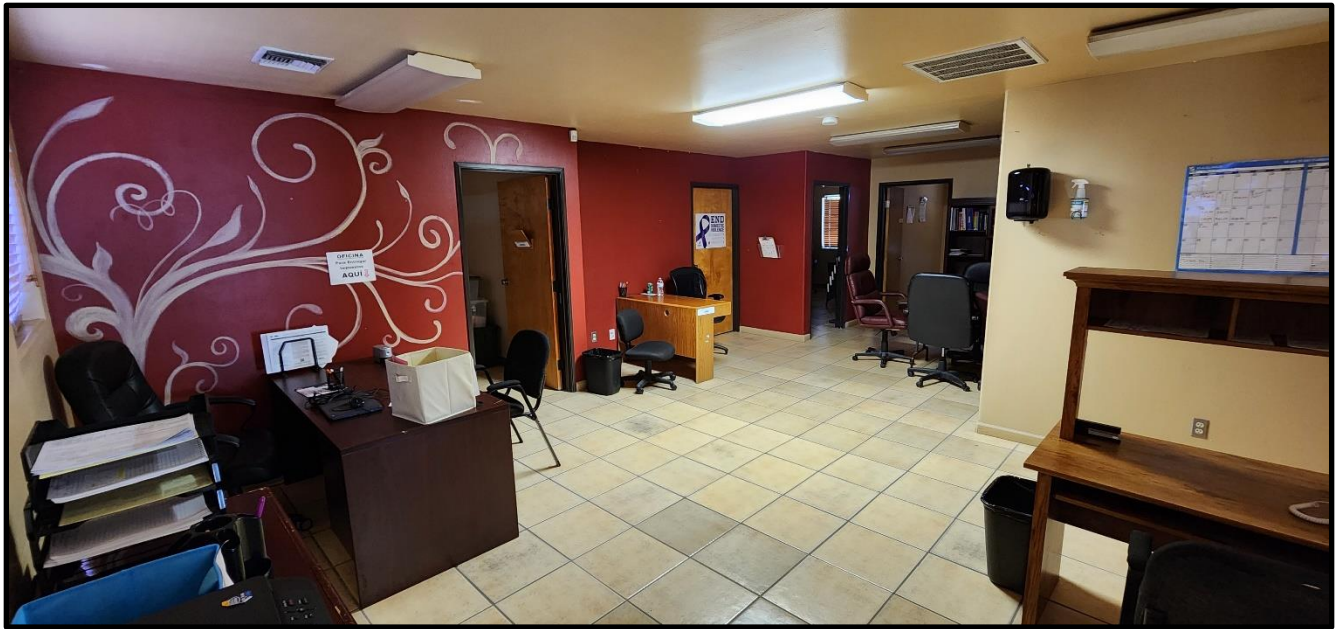
Exterior of Building



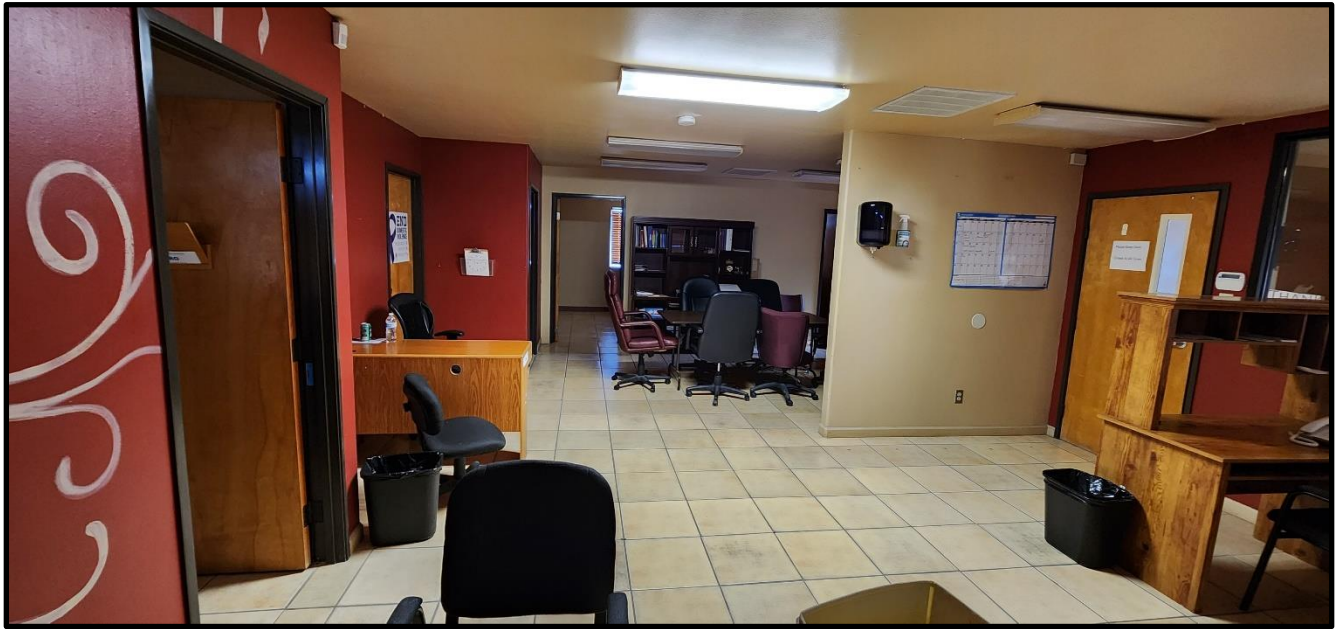
Interior and Main Entrance Door



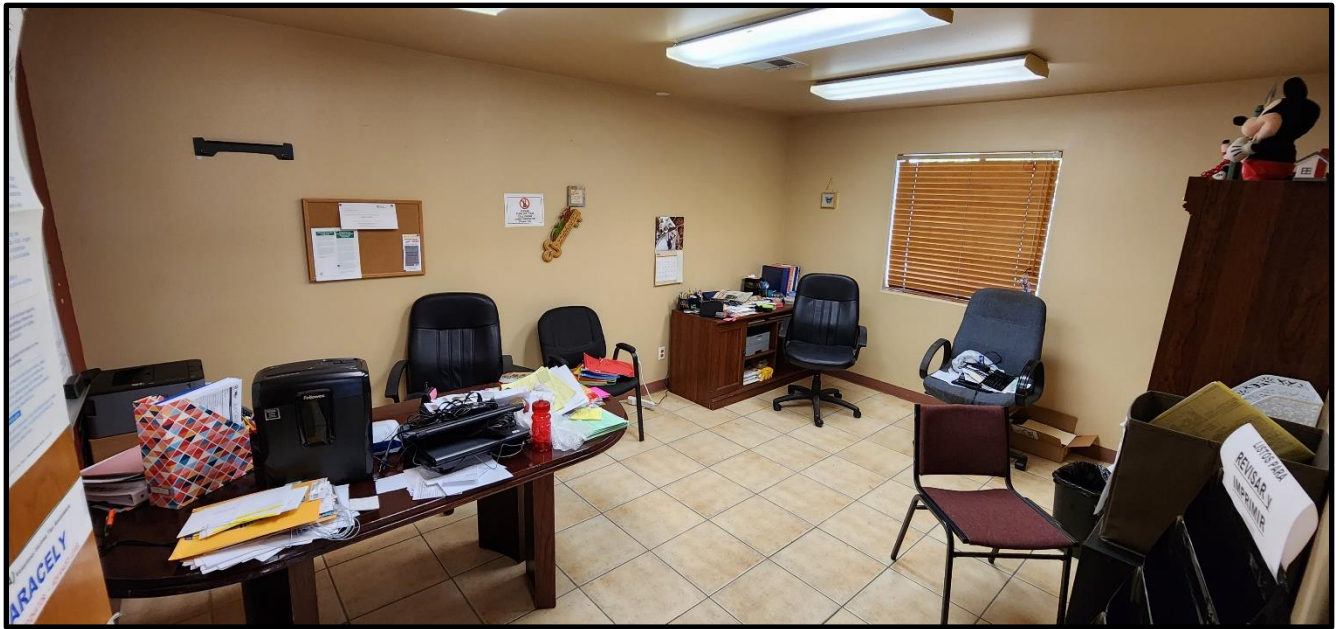
Lobby: Red wall will be taken down and relocated as per plans.



Large Common Area: Wall on right side will be removed, conference room in the back will be made bigger. Middle door and wall will be removed.



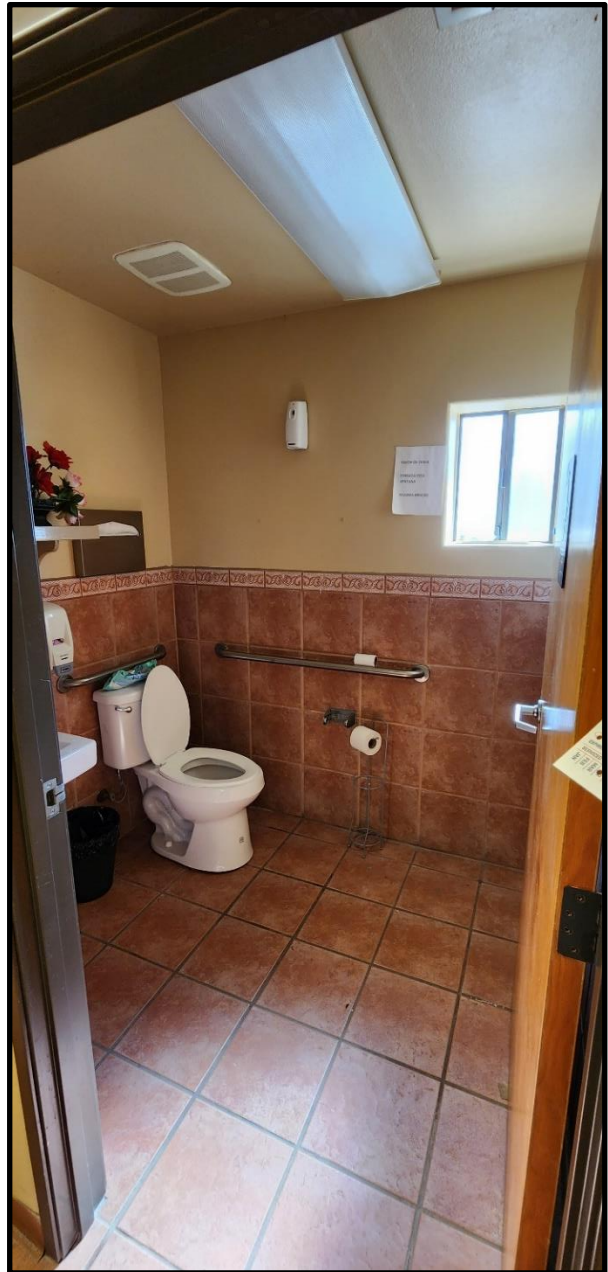
Far left: New Conference Room



Conference Room: Wall on the far left to be removed.



Kitchen: Cabinets to be painted, counter to be replaced with modern, full size single bowl sink.



Restrooms: All tile, including wall tile to be removed. New toilet, sink, and dispensers.

CITY OF SAN LUIS, ARIZONA  
REMODEL PROJECT AT B STREET CITY BUILDING

# **SEQUENCE OF CONSTRUCTION**

## **Preparation Phase:**

Obtain necessary permits and approvals from local authorities.  
Notify employees about upcoming construction activities.  
Secure the site with appropriate dust and debris control barriers and signage.  
Disconnect electrical system on the area.

## **Demolition Plan:**

Survey the building to identify areas for demolition and modifications in the designated areas.  
Develop a detailed demolition plan outlining which walls, fixtures, and other elements need to be removed based on the approved plans.  
Arrange for the removal of hazardous materials by certified professionals. (If Any)  
Implement safety measures to protect office employees and minimize disruption to surrounding areas.

## **Demolition Execution:**

Begin demolition work according to the approved plan, including removal of walls and existing light fixtures in designated areas.

## **Construction Execution:**

Begin construction of new office spaces according to the approved plans.  
Begin framing construction of the new walls as per the design.  
Coordinate with subcontractors for electrical work, including relocation of receptacle outlets and installation/replacement of light fixtures.  
Apply drywall texture and paint to match existing wall finishes, maintaining consistency throughout the building.  
Ensure compliance with building codes and safety regulations throughout the construction process.  
Implement quality control measures to maintain construction standards.  
Minimize construction waste in the building during construction.

## **Interior Finishing:**

Install interior finishes such as flooring, paint, doors, and trim according to the design specifications, to match existing finishes.  
Adjust ceiling to match the rest of the building ceilings, ensuring uniformity.  
Coordinate installation of electrical outlets, light fixtures, AC return ducts, data ports, and other fixtures in the new offices.  
Conduct final inspections to ensure that the new offices meet quality standards and comply with regulations.

## **Testing and Commissioning:**

Test all electrical systems, HVAC systems, and fixtures to ensure functionality and safety.  
Conduct thorough inspections of the new offices and common areas to identify any defects or issues.  
Address any deficiencies promptly to ensure the project meets the required standards.

## **Final Touches:**

Complete any remaining finishing touches, such as cleaning the premises and removing construction debris.



# City of San Luis

## Department of Public Works

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### CITY OF SAN LUIS

#### B Street City Building Remodel

## Bid Addendum #1

This Addendum Changes/Updates the following:

Date Issued: **2/11/25**

To: **All prospective bidders**

**Addition 1:** Floor type in the original RFB Documents is non-existent. We will request a new floor type:

- American Olean / New Castle Marble White (Porcelain Marble Look) / 12in x 24in
- Flooring is no longer available with manufacturer but can be found with local vendor and some websites as of 2/6/25.

**Addition 2:** There has been inhouse construction these past few weeks, not shown in the original RFB Documents. Some drywalls will need to be repatched and repaired. (See images on Exhibit A)

**Addition 3:** The City reserves the right to pick and choose individual line-item rows in the bid schedule form.

**Question 1:** What texture is needed in the interior? Is the whole interior going to be textured?

**Response:** Orange peel, and yes the whole interior walls and ceiling will need to be retextured.

**Question 2:** What type of counters are you looking for?

**Response 2:** Formaica / Manufacturer: Formaica Group / Model: 180fx / Color: TBD

**Question 3:** What finish will the restroom have after removing wall tiles?

**Response 3:** Please add same floor tiles to the wall with horizontal orientation. All around the restroom, and to be added at 4 ft high per code. From 4 ft and above, let's do orange peel texture and paint.

**Question 4:** Are there permit fees?

**Response 4:** Permit fees are exempt since it is a city facility. No permit fee.

**Question 5:** Is the Arizona Transaction Privilege Tax License required if we are not reselling items?

**Response 5:** A: Transaction Privilege Tax (TPT) is not a sales tax. It is a tax that is paid for the privilege to do business in the great state of Arizona. The tax rate, requirement and eligibility can change depending on multiple factors. The following link is for the AZDOR site that breaks it down between the various types of contracting with definitions.

**Question 6:** Is business license required when turning in our bid?



# City of San Luis

## Department of Public Works

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

**Response 6:** Business license is not required for turning in your bid. It will be required if you are our lowest responsive bidder and awarded the contract, before starting construction.

**Question 7:** It asks for references. Is there a reference sheet?

**Response 7:** Yes, reference sheet has been added and will be required for bid to be responsive. We need three references with similar or larger sized project. (See Exhibit B)

**Question 8:** What type of lights do you want for the ceiling interior? Same number of lights?

**Response 8:** Same number of lights, but it can be discussed during construction if we need less.

- Light: 1'x4' low profile, LED, surface mounted, ultra-thin, ceiling lights with selectable white. White finish with flat panel.

**Question 9:** For exterior paint, do you want just the doors and trims?

**Response 9:** For exterior paint, please include all exterior: stucco, trims, soffit, fascia.

**Question 10:** Will exterior lights need to be replaced?

**Response 10:** Yes, please replace with modern LED lights and texture/paint any area if new lights are smaller.

**Question 11:** What year was this building built? Is it cast iron plumbing?

**Response 11:** This facility was built in 1999. Plumbing is not cast iron, it is ABS.

**Question 12:** There are orange receptacles, should we replace with same?

**Response 12:** No backup power or generator, all receptacles connected to the same panel and covers to be color white.

**Question 13:** Doors and panels to be painted?

**Response 13:** Yes, all interior doors and panels are to be painted. Color TBD. Exterior doors will be new and painted as well. Colors TBD.

**Question 14:** What type of blinds are you looking for?

**Response 14:** 2-inch slats, wood horizontal blinds, room darkening, color white.

**Question 15:** Are we replacing any hardware on interior doors?

**Response 15:** Hardware on interior doors will remain the same. Hardware on exterior doors please refer to scope on RFB documents.

**Question 16:** What type of paint do you want for the interior and exterior?

**Response 16:** All colors TBD

- Exterior



# City of San Luis

## Department of Public Works

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- Stucco: BEHR E-600 equivalent or better, flat finish
- Doors: DTM, equivalent or better
- Trim: BEHR E-600 equivalent or better, semi-gloss finish
- Interior:
  - Walls: BEHR I-300 equivalent or better, semi-gloss finish
  - Ceiling: BEHR I-300 equivalent or better, flat finish
  - Doors: Prime with Kills or equivalent, BEHR I-300 equivalent or better, semi-gloss
  - Cabinets: Prime with Kills or equivalent, topcoat for cabinets, semi-gloss

**Question 17 (email):** Addition of new toilet? Does that mean removing the existing toilet and replacing with new or actually adding a new toilet into the building?

**Response 17:** We would like for current toilet to be replaced. Removal of current and adding a new one.

**Question 18 (email):** Removal of wall tiles? Wall tiles are not to be replaced, wall to have sheet rock with texture and paint? Will these walls require a wainscot to 4 feet in height??

**Response 18:** There has been a change in request for this item. In restrooms, we would like removal of tiles, and to be replaced with new wall tiles, same as the floor tiles in a horizontal orientation. Tile to be 4 ft high per code, all around and use orange peel texture from there up.

**Question 19 (email):** Could you please send the list of contractors?

**Response 19:** (See Exhibit C)

**Question 20:** Can we get additional time to ask questions on the addendum #1?

**Response 20:** Deadline for questions on this addendum is Wednesday February 12, 2025, at 1pm. If there are questions, they will be answered before Thursday, February 13, at 1pm.



# City of San Luis

Department of Public Works

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## EXHIBIT A





# City of San Luis

## Department of Public Works

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### **Exhibit B**

### **Professional Reference List**

#### **Reference 1**

Company/Organization	
Reference Name	
Title	
Phone #	
Email	
Job Completed	

#### **Reference 2**

Company/Organization	
Reference Name	
Title	
Phone #	
Email	
Job Completed	

#### **Reference 3**

Company/Organization	
Reference Name	
Title	
Phone #	
Email	
Job Completed	



# City of San Luis

## Department of Public Works

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### Exhibit C

Request Date	Company	Contact Name	Phone	Email Address
1/29/25	Dodge Construction Network	Lori Bachman CJ Dondoyano	1844-326-3826	<a href="mailto:Lori.bachman@construction.com">Lori.bachman@construction.com</a> <a href="mailto:Cj.dondoyano@construction.com">Cj.dondoyano@construction.com</a>
1/29/25	American Eagle of AZ	Carl J Taylor	928-726-1617	<a href="mailto:cj@remodelyuma.com">cj@remodelyuma.com</a>
1/30/25	JM Pro Builders	Juan Medina	928-323-7047	<a href="mailto:jmprobuilder@gmail.com">jmprobuilder@gmail.com</a>
1/30/25	DWD Construction	Shane Darnell	928-581-1011	<a href="mailto:Shane.dwdconstruction@outlook.com">Shane.dwdconstruction@outlook.com</a>
2/3/25	4 Powers Contracting	Wes Splawn	928-919-1556	<a href="mailto:wes@4powerscontracting.com">wes@4powerscontracting.com</a>
2/3/25	Maya's Construction	Fernando	928-919-3427	<a href="mailto:office@mayasconstructionyuma.com">office@mayasconstructionyuma.com</a>
2/3/25	Top Builders Construction Inc.	Luz VR AL B Allal	760-693-5233	<a href="mailto:hello@topbuildersconstruction.com">hello@topbuildersconstruction.com</a> <a href="mailto:topbuilderscosntruction@outlook.com">topbuilderscosntruction@outlook.com</a>
2/5/25	Celis Development	Mike Prida and CJ	928-920-8717	<a href="mailto:celisdeve@gmail.com">celisdeve@gmail.com</a>
2/4/25	The Right Choice Construction	Fabian Morales	928-446-369	<a href="mailto:Trc928@outlook.com">Trc928@outlook.com</a>
2/5/24	D and H Electric	Robert Green	928-726-5671	<a href="mailto:robert@dandhelectric.com">robert@dandhelectric.com</a>
2/5/25	RJ Nichols Construction	Jacob Nichols Ricky Frady	619-792-5262 928-483-9398	<a href="mailto:jacob@rjnconstruction.com">jacob@rjnconstruction.com</a> <a href="mailto:ricky@rjconstruction.com">ricky@rjconstruction.com</a>
2/5/25	GCI Construction	Rey Galindo	928-919-2206	<a href="mailto:rgalindo@gciinspections.com">rgalindo@gciinspections.com</a>
2/5/25	V&V Electric	Jose Luis Viera	928-285-4366	<a href="mailto:Joseviera26@hotmail.com">Joseviera26@hotmail.com</a>
2/5/25	Taylor Engineerng	Abel Conde	928-285-8924	<a href="mailto:aconde@tayengineering.com">aconde@tayengineering.com</a>



# City of San Luis

## Department of Public Works

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2/5/25	DBG Flooring	Patsy West	928-294-5898	<a href="mailto:lucy@dbgflooring.com">lucy@dbgflooring.com</a>
2/5/25	MC Custom Painting	Mano Castro	928-480-9283	<a href="mailto:mcustompainting@outlook.com">mcustompainting@outlook.com</a>

This Addendum is incorporated into the contract documents. Please acknowledge receipt of this addendum and include in your bid. All other terms and conditions remain the same.

---

Edgar Juarez  
Facilities Project Coordinator



# City of San Luis

## Department of Public Works

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

### CITY OF SAN LUIS

#### B Street City Building Remodel

## **Bid Addendum #2**

This Addendum Changes/Updates the following:

Date Issued: **2/13/25**

To: **All prospective bidders**

**Question 1:** Good morning, quick question for you regarding the TPT. If it is filed and we are waiting for it to be processed, are we still allowed to submit a job or must we have an approved TPT license in hand?

**Response:** Yes, Contractors are allowed to bid on the project. The awarded bidder must have their TPT license by the time the contract is executed.

**Addition 1:** Deadline for question submittals was Wednesday February 12<sup>th</sup>. No more questions will be answered after this addendum. Thank you.

This Addendum is incorporated into the contract documents. Please acknowledge receipt of this addendum and include in your bid. All other terms and conditions remain the same.

---

Edgar Juarez  
Facilities Project Coordinator



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. C.

**Meeting Date:** 03/12/2025

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

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

**Action Requested:** Motion  
Order

---

#### ITEM:

Discussion and possible action on any and all matters regarding the approval and adoption of Order No. 2025-04. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of the Agreement Regarding the Local Border Support Grant; between the State of Arizona its Department of Public Safety and the City of San Luis, Arizona through the San Luis Police Department. **(Emmanuel Botello, Police Lieutenant)**

#### SUMMARY:

The City of San Luis Police Department has been awarded \$291,478.50 for MDCs and \$665,000 for vehicles under the Local Border Support funding. The term is from July 1, 2024, to June 30, 2026. The total award amount is \$956,478.50.

The adoption of this order will help enhance our law enforcement services to deter, apprehend, prosecute, and detain individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-04 APPROVING THE INTERGOVERNMENTAL AGREEMENT AS PRESENTED.**

---

#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** State  
**TOTAL:** Yes  
**BUDGETED AMOUNT:** \$0  
**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):**

Funds were not budgeted for FY 2025 for this item as the grant was not approved until January 2025. The San Luis Police Department will receive \$956,478.50 as reimbursements.

Based on the available amount allocated by finance, some purchases can be made this fiscal year, the remainder will be next fiscal year.

Each purchase for this grant will be presented to council separately for approval with funds approved by finance.

Account numbers:

250-181-90000 Special Revenue Public Safety-Capital Outlay Equipment

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### **Attachments**

Order No. 2025-04

Local Border Support Agreement

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# Order

No. 2025-04

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR EQUIPMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF THE AGREEMENT REGARDING THE LOCAL BORDER SUPPORT GRANT; BETWEEN THE STATE OF ARIZONA ITS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.**

**WHEREAS**, the City of San Luis desires to increase police presence within our city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

**WHEREAS**, the Arizona Department of Public Safety has approved HB2897 - Local Border Support to enhance law enforcement services to deter, apprehend, prosecute, and detain individuals charged with drug trafficking, human smuggling, illegal immigration, and other border related crimes throughout the City of San Luis;

**WHEREAS**, the Arizona Department of Public Safety has prepared an Intergovernmental Agreement which provides for all the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

**Section 1.** That the Intergovernmental Agreement titled "Local Border Support" attached to this order and 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 March 2025.

\_\_\_\_\_  
Nieves Reidel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**AGREEMENT REGARDING  
LOCAL BORDER SUPPORT**

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the San Luis Police Department ("SLPD").

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within the City of San Luis, through the cooperative efforts of DPS and the SLPD – Local Border Support, hereinafter referred to as "LBS."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

**I. PARTICIPATION**

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, operational equipment and capital equipment.

**II. DISBURSEMENT**

DPS agrees to disburse LBS funding as requested in the Local Border Support application at a total of \$956,478.50. The award shall include funding in the amount of \$291,478.50 for 45 touchscreens and \$665,000 for the purchase of 7 vehicles.

**III. IMMIGRATION**

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

**IV. NON-DISCRIMINATION**

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

**V. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

**VI. RECORDKEEPING**

All records regarding the Agreement, including the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

**VII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

**VIII. JURISDICTION**

County agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

**IX. ARBITRATION**

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

**X. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

**XI. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective on July 1, 2024 and shall remain in effect until June 30, 2026. All equipment must be received and fully paid for by June 30, 2026. Any funds unexpended will be deobligated and returned to DPS.

**XII. AVAILABILITY OF FUNDS**

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**XIII. CANCELLATION**

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

**XIV. TERMINATION**

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Philip L. Case, Budget Officer  
Arizona Department of Public Safety  
P.O. Box 6638, Mail Drop 1330  
Phoenix, Arizona 85005-6638

Chief Nigel Reynoso  
San Luis Police Department  
1030 E. Union Street  
San Luis, AZ 85349

**XV. VALIDITY**

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY: \_\_\_\_\_  
Jeffrey D. Glover, Director  
Arizona Department of Public Safety

DATE: \_\_\_\_\_

**CITY OF SAN LUIS**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

**APPROVED:**

BY: \_\_\_\_\_  
Chief Nigel Reynoso

DATE: \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. D.

**Meeting Date:** 03/12/2025

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase six (6) new 2025 Ford Police Interceptor Explorers using the State of Arizona Department of Public Safety Local Border Support funds. (Emmanuel Botello, Lieutenant)

#### SUMMARY:

##### Purchase of Vehicles

The City of San Luis Police Department is seeking approval for the purchase of six (6) new 2025 Ford Explorer Police Interceptors. The new vehicles will be assigned to the San Luis Police Department Patrol and Support Services Divisions for patrol, investigations, and enforcement, in order to replace vehicles over 10 years/100,000 miles and scheduled to be decommissioned. The vehicles will be purchased from Peoria Ford, who have provided a bid of \$316,987.08 including tax for the six (6) vehicles. They hold the State Contract #CTR059322. The vehicles will be equipped with emergency equipment during FY26.

The purchase falls under City Code 3.05.100 Cooperative Purchasing since the vendor holds the state contract.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF SIX (6) NEW 2025 FORD EXPLORER POLICE INTERCEPTORS, FOR A TOTAL AMOUNT NOT TO EXCEED \$320,000 AS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	State
<b>TOTAL:</b>	\$316,987.08
<b>BUDGETED AMOUNT:</b>	\$0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Capital Outlay-Equipment/250-181-90000/\$0

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

The total amount to purchase all six (6) new vehicles will be \$316,987.08. Funds were not budgeted for Fiscal Year 2024-2025 as the grant was not approved until January 2025.

The San Luis Police Department will receive \$665,000 in vehicle reimbursements.

Finance will transfer budget from the following accounts:

\$284,000 from the revenue account 250-181-44000, project 2025021 (DEMA Grant) and the expense account 250-181-90000, project 2025021

\$36,000 from the revenue account 250-181-44000.190 (OPSG 230432-01 Grant) and the expense account 250-181-90000.190

To the following Accounts-

\$320,000.00 revenue account 250-181-44000, project 2025061 (Police Equipment LBS Support Grant) Grant

\$320,000.00 expense account 250-181-90000, project 2025061 (Police Equipment LBS Support Grant) Capital  
Outlay

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**Attachments**

Peoria Ford Quote

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. E.

**Meeting Date:** 03/12/2025

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

**Submitted By:** Justin Neuman, Paralegal, Attorney's Office

**Action Requested:** Motion  
Ordinance

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#### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 460. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending San Luis City Code section 13.30.010; Setback distance; Wastewater Treatment Plants. **(Jorge Perez, Assistant Director of Public Works)**

A. Action on Reading of Ordinance No. 460 by title only

B. Action on Ordinance No. 460

#### SUMMARY:

##### Background

On February 22, 2006, City Council approved Ordinance No. 241, establishing the setback distance for Wastewater Treatment Plants processing 750,000 gpd or greater at 100 feet. The proposed ordinance before council will add compliance with the Arizona Administrative Code and the required use of full noise, odor, and aesthetic controls.

As Arizona Administrative Code R18-9-B201(I) allows for these setback distances to be adjusted by local ordinance, it is necessary to add language to reflect the ordinance's compliance with administrative code and the use of full noise, odor, and aesthetic controls.

By amending the 100-foot setback to 50 feet in San Luis City Code section 13.30.010 and adding language to reflect the usage of full noise, odor, and aesthetic controls, the city will ensure current projects remain in compliance with city code and Arizona Administrative Code, enabling further avenues of expansion for the City's current Wastewater Treatment Plants, and allow for the utilization of more land within proximity to the wastewater sites.

#### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 460 BY TITLE ONLY**

**(CITY CLERK TO READ ORDINANCE NO. 460 BY TITLE ONLY)**

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 460 AS PRESENTED.**

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#### Fiscal Impact

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

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

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**Attachments**

Ordinance No. 460  
East WWTP Buffer  
West WWTP Buffer

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# *Ordinance*

No. 460

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING SAN LUIS CITY CODE SECTION 13.30.010; SETBACK DISTANCE; WASTEWATER TREATMENT PLANTS.**

**WHEREAS**, the City desires to amend San Luis City Code Section 13.30.010 to allow for the growth and development of its Wastewater Treatment Plants by changing the minimum setback distance from 100 feet to 50 feet; and

**WHEREAS**, the Arizona Department of Environmental Quality regulations allow the new set back with the use of full noise, odor, and aesthetic controls as defined by A.C.C. R18-9-B201;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1:** Section 13.30.010 of the San Luis City Code is amended and restated to read:

“The setback distance for wastewater treatment facilities of a size of 750,000 gallons per day or greater shall be no less than 50 feet from the property line on any side of the property upon which said treatment facility is located. This setback requires the use of full noise, odor, and aesthetic controls as defined by A.C.C. R18-9-B201.”

**Section 2:** The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to this Ordinance.”

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

**Section 4:** If any section, subsection, sentence, clause, phrase, or portion of Ordinance No. 460 is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by legislation, such decision or law shall not affect the validity of the remaining portion of this ordinance.

[Intentionally left blank, signature page follows.]

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of March 2025.

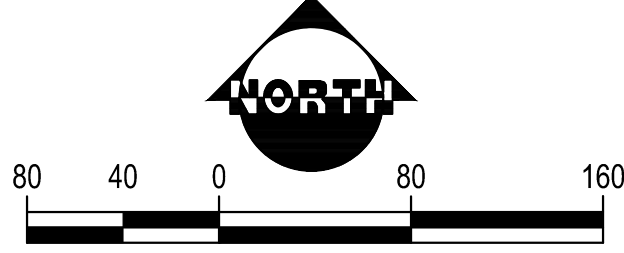
\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



NO.	BY	DATE	REVISIONS	DATE	APP.
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▲					
▲					
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SCALE	
DESIGNED	
DRAWN	
CHECKED	
DATE	
JOB NO.	

NOISE/ODOR BUFFER EXHIBIT

AZ

**PACE**  
 Advanced Water Engineering  
 17520 Newhops Street, Suite 200 | Fountain Valley, CA 92708  
 P: (714) 481-7300 | www.pacewater.com

FIGURE

JOB NO. B722

THESE DRAWINGS ARE THE PROPERTY OF P.A.C.E. AND SHALL NOT BE REPRODUCED IN ANY MANNER NOR BE USED FOR CONSTRUCTION UNLESS STAMPED "ISSUED FOR CONSTRUCTION".  
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