



## **NOTICE OF REGULAR COUNCIL MEETING**

In accordance with Section 38-431.01 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 7:00 p.m. Wednesday, September 9, 2015. The meeting will take place at the City Council Chambers, located at 1090 East Union Street, San Luis, Arizona, 85349. Everyone from 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 of 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 East 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 APPROVED BY:**

/s/ Sonia Cornelio, City Clerk

### **AVISO DE JUNTA REGULAR**

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al público en general que el Alcalde y el Concilio de San Luis, Arizona, tendrán una junta regular a las 7:00 p.m. el día Miércoles, 9 de Septiembre del 2015. La junta se llevará a cabo en la Sala del Concilio, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349, el público está cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis 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, 1090 East Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio 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 solicitar por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija 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 el Estatuto Revisado del Estado de Arizona §1-602.A.9.

### **ESTE AVISO ES APROBADO POR:**

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council**  
**Chambers**  
**1090 E. Union Street**  
**September 9, 2015**  
**7:00 P.M.**

**MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION**

1. **CALL TO ORDER/ROLL CALL 7:02 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PRESENTATIONS/PROCLAMATIONS**
  4. A. Recognition of City Attorney Glenn Gimbut for his Career Achievement Award from the State Bar of Arizona's Public Lawyers Section. **(Kay Macuil, Assistant City Attorney)** **Presentation Done**
  4. B. The San Luis Police Department would like to recognize Corporal Alejandro Ramirez for being awarded the Honoring Our Hero's : DUI Enforcement Award by the Mother Against Drunk Driving (MADD) Arizona Office. **(Victor Figueroa, Acting Chief of Police)** **Presentation Done**
5. **CONSENT AGENDA**

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

  5. A. **Minutes of** **Approved**  
-Special Council meeting held July 29, 2015
  5. B. **Disbursements from August 17, 2015 to August 28, 2015** **Approved**  
**Total Disbursements \$638,572.02**  
(Six-Hundred, Thirty-Eight Thousand, Five-Hundred, Seventy-Two Dollars and Two Cents)

- 5. C.** Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation (GYEDC) for fiscal year 2015-2016. **(Robert Eads, City Manager)** **Approved**
- 5. D.** Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for fiscal year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. E.** Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for fiscal year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. F.** Discussion and possible action regarding the Memorandum of Understanding with the Humane Society of Yuma for fiscal year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. G.** Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry, for fiscal year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. H.** Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for fiscal year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. I.** Discussion and possible action regarding approving contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. J.** Discussion and possible action regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for fiscal year 2015/2016. **(Robert Eads, City Manager)** **Approved**
- 5. K.** Discussion and possible action regarding the contribution to the Greater Yuma Port Authority, Inc. for fiscal year 2015-2016. **(Robert A. Eads, City Manager)** **Approved**
- 5. L.** Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for fiscal year 2015-2016. **(Robert Eads, City Manager)** **Approved**
- 5. M.** Discussion and possible action on any and all matters regarding Resolution No. 1107. A resolution of the Mayor and Council of the City of San Luis, Arizona approving contribution to transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Robert A. Eads, City Manager)** **Approved**

- 5. N.** Discussion and possible action on any and all matters regarding Resolution No. 1109. A resolution of the Mayor and Council of the City of San Luis, Arizona approving contribution to Gadsden Elementary School District Marching Band. **(Robert A. Eads, City Manager)** **Approved**
- 6. DISCUSSION AND POSSIBLE ACTION ITEMS:**
- 6. A.** Public hearing followed by discussion and possible action on recommendation on the Agent Change, Acquisition of Control and/or Restructure application submitted to the Arizona Department of Liquor Licenses and Control by Anwar Ali Jatoi on behalf of Mehran Company LLC, dba ARCO AM/PM, located at 770 First Avenue, San Luis, Arizona. **(Sonia Cornelio, City Clerk)** **Public Hearing Held/Approved**
- A. Open public hearing  
 B. Close public hearing  
 C. Action on recommendation of the Agent Change, Acquisition of Control, and/or Restructure application to the Arizona Department of Liquor Licenses and Control for Mehran Company dba ARCO AM/PM
- 6. B.** Discussion and possible action on any and all matters regarding Resolution No. 1110. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving intergovernmental agreement between the City of San Luis, Arizona and the City of Somerton, Arizona, for ambulance billing services. **(Hank Green, Fire Chief)** **Approved**
- 6. C.** Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 341. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances by adding a new Section 94.20, designated areas for use of tobacco products at City parks and new Subsection 94.99(C) providing a penalty for unlawful use of tobacco products at City parks, and providing for severability. **(Glenn Gimbut, City Attorney)** **Approved**
- A. Approval of Second Reading of Ordinance No. 341 by title only  
 B. Approval and adoption of Ordinance No. 341
- 7. SUMMARY OF CURRENT EVENTS** **Informational Update**  
 Events by Mayor, Council Members, City Manager, and/or City Staff pursuant to A.R.S. §38-431.02 (K).
- 8. CALL TO THE PUBLIC** **No Legal Action Permitted**  
 This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.
- 9. ADJOURNMENT 7:43 P.M.**





# PRESENTATION

## Regular City Council Meeting

4. A.

Meeting Date: 09/09/2015

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### Presentation Topic/Summary:

Recognition of City Attorney Glenn Gimbut for his Career Achievement Award from the State Bar of Arizona's Public Lawyers Section. **(Kay Macuil, Assistant City Attorney)**

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### Attachments

[Glenn Gimbut Photo](#)

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STATE BAR OF ARIZONA

Career Achievement Award

June 2015

State Bar of Arizona  
Public Lawyers Section  
Recognizes

Glenn J. Clifton

For outstanding contributions  
to public service, education and  
advancement of the public interest



# PRESENTATION

## Regular City Council Meeting

4. B.

Meeting Date: 09/09/2015

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### Presentation Topic/Summary:

The San Luis Police Department would like to recognize Corporal Alejandro Ramirez for being awarded the Honoring Our Hero's : DUI Enforcement Award by the Mother Against Drunk Driving (MADD) Arizona Office. **(Victor Figueroa, Acting Chief of Police)**

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### Attachments

Letter

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CITY OF SAN LUIS  
Police Department



To: Beverly Mason Biggers

From: Victor Figueroa, Acting Chief of Police *VF*

Date: July 23<sup>rd</sup>, 2015

Reference: Honoring Our Hero's: DUI Enforcement Award

I am writing this letter to nominate Corporal Alejandro Ramirez from the San Luis Police Department for the DUI Enforcement Award.

Corporal Ramirez is one of the most proactive officers in this department and has a large number of arrests that have contributed to taking drivers who are under the influence off the roadway.

Corporal Ramirez has been a key figure in this department in helping enforce many state laws in regards to not only drunk driving but aggressive driving as well. Corporal Ramirez's hard work and dedication is admired by many in the department.

Corporal Ramirez is always up to date on new case laws regarding drunk driving and conducts research on this subject. His experience in handling cases makes him one of a kind on how he articulates his reports. This is one of the many traits' that make him such a very good traffic enforcement officer.

His fair treatment and professionalism that he displays to all suspects when they are arrested for driving under the influence is of the highest standards that the San Luis Police Department asks of its officers. Corporal Ramirez constantly reminds those that are arrested that there actions could have led to the death of a love to include their own.

For these reasons I nominate Corporal Alejandro Ramirez for the DUI Enforcement Award

Sincerely,

Acting Chief of Police Victor Figueroa



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. A.

Meeting Date: 09/09/2015

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Summary

#### **Minutes of**

-Special Council meeting held July 29, 2015

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Attachments

7/29/2015 SCM

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**MINUTES**  
**Special Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**July 29, 2015**  
**6:30 p.m.**

**1. CALL TO ORDER** Mayor G. Sanchez called the Regular City Council meeting to order at approximately 6:30 p.m.

**ROLL CALL**

**PRESENT:** Mayor Gerardo Sanchez  
Vice-Mayor Matias Rosales  
Council Member Africa Luna-Carrasco  
Council Member Maria Cecilia Ramos  
Council Member Mario Buchanan Jr.  
Council Member Ruben Walshe  
Council Member Gloria Torres

**OTHERS PRESENT:** Robert Eads, City Manager  
Tadeo De La Hoya, Assistant to the City Manager  
Alfredo Campa, Police Sergeant  
Alejandro Rodriguez, Public Works Department  
Aracely De La Hoya, Senior Services Director  
Aurelio Jr. Galvan, Police Officer  
Chris Kasid, Parks & Recreation Director  
Daniel Paz, I.T. Director  
Derek Duenas, I.T. Department  
Dania Castillo, Economic Development Department  
Eulogio Vera, Public Works Director  
Enrique Luna, Senior Center Aide  
Gabriela Guevara, Police Corporal  
Geraldine Gutierrez, Asst. to Council/PIO  
Glenn Gimbut, City Attorney  
Hank Green, Fire Chief  
Jenny Torres, Community Development Director  
Juan Castillo, Meter Reader Technician  
Joaquin Campa, Building Plans Examiner  
John Starkey, Building Safety Director  
Jonathan Dumadag, I.T. Technician  
Jose Guzman, Development Services Department  
Kay Macuil, Assistant City Attorney  
Katie St. Louis, Finance Director  
Luis Marquez, Police Officer

Marc Holyfield, Assistant Fire Chief  
Marco Santana, Police Sergeant  
Maria Chavoya, Cenpatico  
Martha Jimenez, Building and Safety Department  
Miguel Alvarez, Police Corporal  
Omar Heredia, Human Resources  
Olivia Jenkins, Utilities Director  
Shanell Hernandez, Communications Officer  
Vanessa Maldonado, Communications Officer  
Yolanda Duenas, Fleet Services Director  
Caty Navarro, Wester Arizona Area Health Education Center  
Marcos Pinzon, Resident  
Pamela Green, Visitor  
Mercedes Pinzon, Resident

## **2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member A. Luna-Carrasco.

## **3. INVOCATION**

The invocation was made by Council Member M.C. Ramos.

## **4. PRESENTATIONS**

### **4. A. Introduction/Presentation of new City of San Luis hires. (Tadeo A. De La Hoya)**

Mr. Tadeo De La Hoya, Assistant to the City Manager, introduced the new City of San Luis hires for the following departments: Office of the City Attorney, Human Resources, I.T. Department, Parks and Recreation Aquatic Center, and Public Works Department.

### **4. B. Presentation and recognition of employees by the Employee Recognition and Awards program (ERAP) for their outstanding work and years of service with the City of San Luis. (Shanell Hernandez)**

Ms. Shanell Hernandez, ERAP & Communications Officer, presented the fifteen (15) years of service award to Jesus Galvan from Public Works, Jesus Luna from Senior Center, Isidro Lopez from the Fire Department, Gilberto Torres from Wastewater Department, and Alejandro Rodriguez from Public Works. She too presented Mr. Derek Duenas from the I.T. Department with the Customer Service Award, Ms. Dania Castillo from Community Development Department with the Achievement Award, the Police Department C Squad with the Award of Excellence. In addition she presented Ms. Maria Sabori, Human Resources Specialist, as employee of the quarter.

**4. C. Presentation followed by a video of the event by Officer Luis Marquez to the Golden Sponsors of this year's 5k and 1 mile run benefiting the Arizona Law Enforcement Special Olympics. (Luis Marquez)**

Mr. Luis Marquez, Police Officer, stated that it was the third year the City of San Luis sponsored the event. This year they raised \$16,075.00 with just one event putting the City of San Luis in the top ten (10) most raised in a fundraising for the state and per capita.

Mr. Doc Montgomery, Arizona Law Enforcement Special Olympics, stated that he was grateful for all the San Luis Police Department has done for them. Mr. Montgomery then presented the San Luis Police Department with two (2) plaques.

Mayor G. Sanchez, City Council and Officer Marquez presented eleven (11) plaques to the Golden Sponsors for all the money they helped raise.

**4. D. Presentation by PPEP, Inc., on the different programs offered to the community. (Aracely Escalante/Diana Sandoval)**

Ms. Aracely Escalante and Ms. Diana Sandoval, PPEP inc., provided information regarding the different programs that are offered at PPEP for seasonal agricultural workers.

**4. E. Recognition of Building Safety Department personnel. (Robert Eads)**

Mr. Robert Eads, City Manager, stated that all personnel under the Building Safety Department recently became 100 percent certified under the International Code Council (ICC).

**5. CONSENT AGENDA**

**5. A. Minutes of:**

- Work Session held on June 4, 2015
- Regular Council Meeting held on June 10, 2015

**5. B. Disbursements from June 29, 2015 to July 17, 2015**

Total disbursements \$2,335,483.16

(Two Million, Three Hundred, Thirty-Five Thousand, Four Hundred, Eighty-Three Dollars and Sixteen Cents)

**MOTION:** Council Member M. Buchanan Jr./Council Member G. Torres to approve Consent Agenda as presented. Motion passed unanimously.

## **6. DISCUSSION AND POSSIBLE ACTION ITEMS:**

### **6. A. Discussion on any and all matters regarding an award of a construction contract to CEMEX Construction Materials South LLC for Beach Street Sewer main and Roadway Improvements Project (CDBG Contract #132-15). (Jenny Torres)**

Ms. Jenny Torres, Community Development Director, stated that the lowest bid for Beach Street Sewer Main and Roadway Improvements Project was from CEMEX for \$239,674.00. She added that if Council approves the contract, the City will submit a notice to proceed on August 17. The time of the construction is estimated to be ninety (90) days.

**MOTION:** Council Member G. Torres/Council Member A. Luna-Carrasco to approve the construction contract to CEMEX Construction Materials South LLC for the Beach Street Sewer Main and Roadway Improvements Project in the amount of \$239,674.00. Motion passed unanimously.

### **6. B. Discussion and possible action on any and all matters regarding Waiver of Right of Annexation into the shopping center for CSL Plasma, Inc. (Jenny Torres)**

Ms. Jenny Torres, Community Development Director, stated that CSL Plasma is requesting a waiver to rezone the area from C1 to C2.

Mr. Glenn Gimbut, City Attorney, explained that what is being proposed is that the City propose a waiver stating the City will not exercise rights to incorporate the Dollar General store into the CC&R. The waiver would be like the one already presented, stating CSL Plasma no longer occupy the property. The grant would only be towards to occupant and will not be permanent.

Vice-Mayor M. Rosales asked about the main concern that CC&R Dollar General and CSL Plasma had.

Ms. Kay Macuil, Assistant City Attorney, responded that the main concern was medical offices restrictions.

**MOTION:** Vice-Mayor M. Rosales/Council Member G. Torres to approve the waiver of the shopping center CC&R to enable lot 6A owners to lease to be a blood or plasma collection center as presented by staff. Motion passed unanimously.

**6. C. Discussion and possible action on any and all matters regarding appointment of directors/officers to the City's Municipal Corporations. (Kay Macuil)**

Ms. Kay Macuil, Assistant City Attorney, presented the Mayor and Council with a list of perspective candidates for the City's Municipal Corporations. In addition she explained that the City has one (1) Industrial Development Authority and two (2) non-profit municipal corporations in which all terms have been expired and have been inactive for several years. She explained that the San Luis Municipal Property Corporation needs five (5) directors that are residents of San Luis. The Industrial Development Authority of the City of San Luis requires directors that are not Council Members or City employees. She also stated that the San Luis Facility Development requires members to be Council Members or City employees.

Ms. Jenny Torres, Community Development Director, stated that when going house to house to inquire names of who was interested in joining a corporation no one specifically stated which one they were interested in, with the exception of Mr. Marcos Pinzon, who is interested in the San Luis Facility Development.

**MOTION:** Vice-Mayor M. Rosales/Council Member M.C. Ramos to appoint Maria Gonzales, Gary Black, Eduardo Vasquez, Rosa Varela, Luis Magallon and Marco A. Pinzon to the San Luis Industrial Development Authority. Motion passed unanimously.

**MOTION:** Vice-Mayor M. Rosales/Council Member M.C. Ramos to appoint Antonio Carrillo, Luis Cabrera, Jose Castro, Eduardo Vasquez and Ruben Walsh to the San Luis Municipal Property Corporation. Motion passed unanimously.

**MOTION:** Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to appoint Jenny Torres, John Starkey, Olivia Jenkins, Marco A. Pinzon and Alex Joe Harper to the San Luis Facility Development Corporation as current director. Motion passed unanimously.

**6. D. Discussion and possible action on any and all matters regarding authorization to enter into an agreement with the United States Department of Justice, Drug Enforcement Administration (DEA). (Victor Figueroa)**

Mr. Victor Figueroa, Acting Chief of Police, explained that he is requesting the approval of the City Council to enter into an agreement with DEA. In addition he is requesting a police officer assigned to DEA to do investigations. If the request is approved, Monday is the target day to start with this task.

**MOTION:** Council Member M. Buchanan Jr. / Council Member M.C. Ramos to approve the agreement between the United States Department of Justice, Drug Enforcement Administration and the City of San Luis Police Department as presented by staff. Motion passed unanimously.

**6. E. Discussion and possible action on any and all matters regarding the authorization to partner with Lexipol to update the policies and procedures manual for the San Luis Police Department. (Victor Figueroa)**

Mr. Victor Figueroa, Acting Chief of Police, stated that after the last Council Meeting he acquired more information about Lexipol that he presented Council with. He added that by working with Lexipol, policies would be updated.

**MOTION:** Vice-Mayor M. Rosales/Council Member A. Luna-Carrasco to authorize services through Lexipol to update the Policies and Procedures Manual and related services as presented by staff for the San Luis Police Department. Motion passed unanimously.

**6. F. Discussion and possible action to approve construction work for Municipal Court and/or approve payment for work which has been completed. (Glenn Gimbut)**

Mr. Glenn Gimbut, City Attorney, presented Council with the remaining construction work for the Municipal Court. The quotes that still need to be processed and completed include: a quote from Julio Juarez of \$1,650.00 to install carpet, a quote for Sierra Coating for \$25,000.00 to paint and a quote for Big Bobs Carpet for \$3,955.28 to purchase the carpet. He added that the following are still waiting payment for the work completed: Maya's Construction for \$985.10, Mic Homes for \$2,250.00 and Jose Serrano for \$627.45 adding that all are in the boundaries of the City Code. The absolute total of the expenses are \$11,967.83.

**MOTION:** Council Member M. Buchanan Jr./Council Member G. Torres to authorize payment to Mic Homes in the amount of \$2,250.00, Maya's Construction in the amount of \$985.10; and Jose Serrano in the amount of \$627.45 for work performed at the Municipal Court and authorize work to be done at the Municipal Court and authorize work to be done at the Municipal Court by Sierra Coating in an amount not to exceed \$2,500.00; Julio Juarez in an amount not to exceed \$1,650.00; and carpet tile to be purchased from Big Bob's Flooring Outlet in an amount not to exceed \$3,955.28. That no further remodeling work at the Municipal Court is to occur without Council's approval. Motion passed with six (6) aye votes and one (1) nay vote by Vice-Mayor M. Rosales.

**6. G. Update on any and all matters regarding the water temperature data collection, report, and conclusion prepared by Nicklaus Engineering, Inc. (Eulogio Vera)**

Mr. Eulogio Vera, Director of Public Works, stated that the data collected by the third party Nicklaus Engineering, Inc. was already generated.

Mayor G. Sanchez, asked for a detailed explanation of what was done.

Council Member M. Buchanan Jr. also asked for a list of the residents visited for the reports.

Mr. Kody Johnson, Nicklaus Engineering, explained that the list of residents visited is attached to the report. He added that they collected data from several areas by taking an initial reading from the immediate water that ran by using a thermometer and continuing to test the water that ran after to see if the water changed. This was done at every location. In addition they went AV Net Arizona and gathered information there. After the testing, they noticed that the well sites are very isolated and have very low flow causing it to absorb heat. He stated that the high temperature comes from the indirect flow of the water in the tubes.

Mayor G. Sanchez stated that because there is not a specific solution and he suggested Public Works to work on solutions to provide to the public and to provide the residents with options. He stated that something had to be done, even if the City needed to change their policies.

Mayor G. Sanchez stated that no motion was needed because it was a discussion item only.

**6. H. Discussion and possible action on any and all matters regarding the First Reading of proposed Ordinance 339. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Ordinance Number 229 to allow the imposition of an annual business license fee for Arizona-registered medical marijuana businesses; repealing any conflicting provisions; and providing for severability. (Kay Macuil)**

Ms. Kay Macuil, Assistant City Attorney, stated that with the potential of a medical marijuana dispensary an amendment to the ordinance previously presented must be added. The amended ordinance will imply the City to put a fee on the medical marijuana dispensary.

**A. Approval of the First Reading of Ordinance No. 339 by title only**

**MOTION:** Council Member G. Torres/ Council Member A. Luna-Carrasco to approve the First Reading of Ordinance No. 339 by title only. Motion passed unanimously.

Mr. Tadeo De La Hoya, Assistant to the City Manager, read Ordinance No. 339 by title only.

**7. SUMMARY OF CURRENT EVENTS**

Mr. Tadeo De La Hoya, Assistant to the City Manager, reported that the City recently conducted a survey with City employees about the Employee Picnic and most employees were satisfied with the venue but not with the food problem that was presented.

Mr. Hank Green, Fire Chief, stated that Saturday morning there was an article on the newspaper regarding the trailer that had burned down at 4:00 a.m. He wanted to thank everyone who participated and helped out with the fire.

## **8. CALL TO THE PUBLIC**

There were no comments from the public.

## **9. EXECUTIVE SESSION(S)**

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

**MOTION:** Vice Mayor M. Rosales/ Council Member M. Buchanan Jr. to go to Executive Session at approximately 8:33 p.m. Motion passed unanimously.

**9. A. Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03.A.1 and 38-431.03.A.3 on any and all matters regarding the use of executive recruitment services through Waters & Company for the Chief of Police position. (Glenn Gimbut)**

**9. B. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03.A.3, 38-431.03.A.4, and 38-431.03.A.3 on any and all matters relating to the position of prosecutor including but not limited to contracting an agency for the position for the 2015-2016 fiscal year and related matters and legal advice from the City Attorney regarding the position and related contracts. (Glenn Gimbut)**

**9. C. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03.A.3, 38-431.03.A.4, and 38-431.03.A.7 for legal advice and to consider the City's position and instruct its attorney with respect to any and all matters regarding the potential purchase of land, financing, and potential lease, management contract, and construction manager at risk contract for the possible development and operation of landfill. (Glenn Gimbut)**

## **10. MOTION TO GO BACK TO REGULAR SESSION**

**MOTION:** Council Member M. Buchanan Jr./Vice Mayor M. Rosales to go back to Regular Session at approximately 9:35 p.m. Motion passed unanimously.

**10. A. Discussion and possible action on any and all matters regarding the use of executive recruitment services through Waters & Company for the Chief of Police position. (Robert Eads)**

**MOTION:** Vice-Mayor M. Rosales/ Council Member M.C. Ramos to approve the contract with Waters & Company for recruitment of candidates for the position of Chief of Police not to exceed \$23,500.00. Motion passed with five (5) aye votes and two (2) nay votes from Council Member G. Torres and Council Member A. Luna-Carrasco.

**10. B. Discussion and possible action on any and all matters relating to the position of prosecutor including but not limited to contracting an agency for the position for the 2015-2016 fiscal year and related matters. (Glenn Gimbut)**

**MOTION:** Vice-Mayor M. Rosales/ Council Member M.C. Ramos to approve the contract with ESI for the position of prosecutor. Motion passed with five (5) aye votes and two (2) nay votes from Council Member G. Torres and Council Member A. Luna-Carrasco.

**10. C. Discussion and possible action on any and all matters regarding approval of an earnest money contract for the potential purchase of land for the intended purpose of a landfill. (Glenn Gimbut)**

**MOTION:** Vice-Mayor M. Rosales/ Council Member A. Luna-Carrasco to approve the earnest money contract with RBC Citrus in the amount not to exceed \$25,000.00 as presented by staff. Motion passed with five (5) aye votes and two (2) nay votes from Council Member G. Torres and Council Member M. Buchanan Jr.

**11. ADJOURNMENT**

**MOTION:** Vice Mayor M. Rosales/Council Member A. Luna-Carrasco to adjourn the Special Council meeting at approximately 9:36 p.m. Motion passed unanimously.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. B.

Meeting Date: 09/09/2015

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#### Summary

**Disbursements from August 17, 2015 to August 28, 2015**

**Total Disbursements \$638,572.02**

(Six-Hundred, Thirty-Eight Thousand, Five-Hundred, Seventy-Two Dollars and Two Cents)

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#### Attachments

Disbursements 9/9/2015

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# City of San Luis

Finance Department

### COUNCIL MEETING September 9, 2015 Disbursement Reports from 8/17/2015 to 8/28/2015

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amounts</u>	<u>Schedule</u>
AP Check Account	8/17/2015	\$ 42,029.34	Schedule A
AP Check Account	8/18/2015	\$ 393.00	Schedule B
AP Check Account	8/19/2015	\$ 108.00	Schedule C
AP Check Account	8/20/2015	\$ 234,817.23	Schedule D
AP Check Account	8/20/2015	\$ 775.76	Schedule E
AP Check Account	8/20/2015	\$ 6,422.41	Schedule F
AP Check Account	8/24/2015	\$ 2,812.29	Schedule G
AP Check Account	8/25/2015	\$ 236.00	Schedule H
Payroll Check Account	8/26/2015	\$ 224,266.32	Schedule I
Payroll Check Account	8/26/2015	\$ 4,422.93	Schedule J
AP Check Account	8/27/2015	\$ 83,516.84	Schedule K
AP Check Account	8/27/2015	\$ 38,771.90	Schedule L
<b>Total Disbursement</b>		<b>\$ 638,572.02</b>	

Please contact K. St. Louis prior to the meeting if additional information is needed.

Prepared by Maura Gonzalez: Maura Gonzalez

Verified by Finance Director: Katie St. Louis

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

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

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

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**RECEIVED**  
2015 AUG 31 PM 12:34  
CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/17/2015

*Schedule A*  
 Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/17/2015	72227	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		34,228.91
		<i>Invoice</i>		<i>Date</i>	<i>Description</i>	<i>Amount</i>
				JULY 2015	08/17/2015 SALES TAX - JULY 2015	34,228.91
Check	08/17/2015	72228	Accounts Payable	CENTURYLINK		4,070.36
		<i>Invoice</i>		<i>Date</i>	<i>Description</i>	<i>Amount</i>
				2016-00000158	08/14/2015 LOCAL PHONE SERVICE - JULY 2015	4,070.36
Check	08/17/2015	72229	Accounts Payable	GUTIERREZ, GERALDINE		155.00
		<i>Invoice</i>		<i>Date</i>	<i>Description</i>	<i>Amount</i>
				GUTIERREZ 081815	08/17/2015 TRAVEL - LEAGUE OF AZ CITIES/TOWN CONFERENCE	155.00
Check	08/17/2015	72230	Accounts Payable	HEREDIA, OMAR		59.00
		<i>Invoice</i>		<i>Date</i>	<i>Description</i>	<i>Amount</i>
				HEREDIA 082015	08/17/2015 TRAVEL - AZ LEAGUE CITIES/TOWNS SHOWCASE	59.00
Check	08/17/2015	72231	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		3,516.07
		<i>Invoice</i>		<i>Date</i>	<i>Description</i>	<i>Amount</i>
				PSPRS SOM081415	08/17/2015 PSPRS SOM081415	3,516.07
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 5		\$42,029.34
Checks:		5				\$42,029.34

Prepared By:  
*Maggie Dominguez*  
 Date: *8/17/15*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/18/2015

*Schedule B*  
 Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/18/2015	72232	Accounts Payable	DE LA HOYA, TADEO		32.00
	Invoice		Date	Description		Amount
		DELAHOYA 81815	08/18/2015	TRAVEL - LEAGUE OF AZ CITIES/TOWN CONFERENCE		32.00
Check	08/18/2015	72233	Accounts Payable	EADS, ROBERT A		145.00
	Invoice		Date	Description		Amount
		EADS 08182015	08/18/2015	TRAVEL - LEAGUE OF AZ CITIES/TOWN CONFERENCE		145.00
Check	08/18/2015	72234	Accounts Payable	GUTIERREZ, GERALDINE		71.00
	Invoice		Date	Description		Amount
		GUTIERREZ 81815	08/18/2015	TRAVEL - LEAGUE OF AZ CITIES/TOWN CONFERENCE		71.00
Check	08/18/2015	72235	Accounts Payable	RAMOS, MARIA CECILIA		145.00
	Invoice		Date	Description		Amount
		RAMOS 081815	08/18/2015	TRAVEL - LEAGUE OF AZ CITIES/TOWN CONFERENCE		145.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 4		\$393.00
Checks:		4		\$393.00		


Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D*  
*8/18/15*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/19/2015

*Schedule C*  
 Transaction  
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/19/2015	72236	Accounts Payable	GUZMAN, JOSE A		108.00
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>
		GUZMAN 082015	08/19/2015	TRAVEL - AZ LEAGUE CITIES/TOWNS SHOWCASE		108.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		\$108.00
Checks:		1		\$108.00		

*Prepared By:*  
*Maggie Dominguez*  
*Date: 8/19/15*



City of San Luis  
**Payment Batch Register**  
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 08/20/2015

*Schedule D*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 49		\$234,817.23
Checks:		49		\$234,817.23		

Prepared By:  
*Maggie Dominguez*  
Date: *8/20/15*  
*C*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/20/2015	72278	Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.		460.74
	Invoice		Date	Description		Amount
		130358733-001	08/03/2015	RENT OF TRENCHER FOR PARKS MAINTENANCE		460.74
Check	08/20/2015	72279	Accounts Payable	US POST MASTER		2,455.14
	Invoice		Date	Description		Amount
		118471	07/31/2015	MONTHLY POSTAGE FOR UTILITY MAILING		2,455.14
Check	08/20/2015	72280	Accounts Payable	VASQUEZ , JOSE		268.00
	Invoice		Date	Description		Amount
		VASQUEZ 082415	08/20/2015	TRAVEL - GENERAL INSTRUCTOR COURSE		268.00
Check	08/20/2015	72281	Accounts Payable	WAXIE SANITARY SUPPLY		1,166.92
	Invoice		Date	Description		Amount
		75436213	08/07/2015	JANITORIAL SUPPLIES		878.26
		75425674	08/04/2015	JANITORIAL SUPPLIES		288.66
Check	08/20/2015	72282	Accounts Payable	WESTAIR GASES & EQUIPMENT INC.		494.82
	Invoice		Date	Description		Amount
		10169915	08/11/2015	PORTABLE TORCH KIT USED AT WELL SITES/VARIOUS DIST. SYSTEM SITES		494.82
Check	08/20/2015	72283	Accounts Payable	YUMA AUTOGLASS SPECIALIST LLC		462.86
	Invoice		Date	Description		Amount
		981	08/17/2015	REPLACE WINDSHIELD FOR POLICE VIN #8695		193.49
		976	08/12/2015	REPLACED WINDSHIELD ON SOLID WASTE VIN #8165		269.37
Check	08/20/2015	72284	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		147.26
	Invoice		Date	Description		Amount
		7320	08/10/2015	BUSINESS CARDS FOR ASST FIRE CHIEF AND FIRE INSPECTOR		147.26
Check	08/20/2015	72285	Accounts Payable	YUMA WINLECTRIC CO.		628.79
	Invoice		Date	Description		Amount
		464505 00	08/14/2015	EMERGENCY PURCHASE:REPLACE ELECTRICAL BOX F/ BLOWER #6@WEST WWTP		628.79

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/20/2015	72237	Accounts Payable	ALDAMA, EMMANUEL		72.00
	Invoice		Date	Description		Amount
		ALDAMA 081715	08/20/2015	TRAVEL - ASTTP ACTIVE SHOOTER THREAT TRAINING		72.00
Check	08/20/2015	72238	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		375.00
	Invoice		Date	Description		Amount
		1906	08/11/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1908	08/13/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1909	08/13/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1912	08/15/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1914	08/18/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
Check	08/20/2015	72239	Accounts Payable	BATTERY SYSTEMS INC		389.14
	Invoice		Date	Description		Amount
		3213460	07/30/2015	PURCHASED BATTERY FOR WASTEWATER GENERATOR #H000W		389.14
Check	08/20/2015	72240	Accounts Payable	BAUERMANN, RICHARD		125.00
	Invoice		Date	Description		Amount
		BAUERMANN 082015	08/20/2015	REIMBURSEMENT - REGISTRATION FEES FOR AZ STATE FIRE SCHOOL		125.00
Check	08/20/2015	72241	Accounts Payable	CARRILLO, JOHN ROBERT		72.00
	Invoice		Date	Description		Amount
		CARRILLO 081715	08/20/2015	TRAVEL - ASTTP ACTIVE SHOOTER THREAT TRAINING		72.00
Check	08/20/2015	72242	Accounts Payable	DANA-KEPNER COMPANY INC.		20,442.00
	Invoice		Date	Description		Amount
		8137366-00	08/18/2015	METERS/MATERIALS FOR NEW INSTALLATIONS/REPLACEMENTS		20,442.00
Check	08/20/2015	72243	Accounts Payable	DESERT VALLEY SERVICES, INC		1,159.82
	Invoice		Date	Description		Amount
		358758	08/07/2015	JANITORIAL SUPPLIES		1,159.82
Check	08/20/2015	72244	Accounts Payable	ESPARZA, JUAN		69.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		07302015				
			08/20/2015	PURCHASE OF BANNERS FOR YOUTH CENTER RC TRACK LOGO		69.00
Check	08/20/2015	72245	Accounts Payable	FAST EDDIE'S RADIO CONTROLLED HOBBIES LLC		1,055.80
		Invoice	Date	Description		Amount
		100	08/03/2015	PURCHASE OF CARS FOR YOUTH CENTER RC ACTIVITY		1,055.80
Check	08/20/2015	72246	Accounts Payable	FERNANDEZ , JENNY		35.00
		Invoice	Date	Description		Amount
		22744	08/20/2015	REIMBURSEMENT - CANCELLATION OF SWIMMING LESSONS		35.00
Check	08/20/2015	72247	Accounts Payable	FIRE FIGHTER'S POLICE OFFICER'S		1,450.00
		Invoice	Date	Description		Amount
		2016-00000173	08/19/2015	APJPERS CANCER INSURANCE 2015-2016		1,450.00
Check	08/20/2015	72248	Accounts Payable	GALLS, AN ARAMARK CO., LLC		416.15
		Invoice	Date	Description		Amount
		003746157	07/06/2015	SUPPLIES FOR COURT DEPT		19.83
		003744671	07/06/2015	SUPPLIES FOR COURT DEPT		396.32
Check	08/20/2015	72249	Accounts Payable	GCI CONSTRUCTION & INSPECTIONS, LLC		1,947.00
		Invoice	Date	Description		Amount
		ISL-301	08/08/2015	MATERIALS & LABOR TO REPLACE MISSING INSULATION FOR REC GYM		1,947.00
Check	08/20/2015	72250	Accounts Payable	GUERRA , RUTH		500.00
		Invoice	Date	Description		Amount
		93	08/13/2015	TRANSLATING SERVICES FOR COURT - 081015-081415		500.00
Check	08/20/2015	72251	Accounts Payable	GUEVARA, ALAN		72.00
		Invoice	Date	Description		Amount
		GUEVARA 081715	08/20/2015	TRAVEL - ASTTP ACTIVE SHOOTER THREAT TRAINING		72.00
Check	08/20/2015	72252	Accounts Payable	HERNANDEZ , SAMUEL		115.00
		Invoice	Date	Description		Amount
		HERNANDEZ 082415	08/20/2015	TRAVEL - RWAA 24TH ANNUAL LEADERSHIP CONFERENCE		115.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/20/2015	72253	Accounts Payable	HUMANA SPECIALTY BENEFITS		555.33
	Invoice		Date	Description		Amount
		897674-001	08/20/2015	INSURANCE FOR AUGUST 2015		555.33
Check	08/20/2015	72254	Accounts Payable	INTEGRATED WATER SERVICES, INC		158,777.96
	Invoice		Date	Description		Amount
		2016-00000174	08/19/2015	WELL SITE #7 MANGANESE REMOVAL SYSTEM PROJECT-PAYMENT APP. #6		158,777.96
Check	08/20/2015	72255	Accounts Payable	JAMES DAVEY AND ASSOCIATES		1,020.60
	Invoice		Date	Description		Amount
		2015167	08/04/2015	ENGINEERING SERVICES FOR BEACH ST. PROJECT CDBG #132-15		1,020.60
Check	08/20/2015	72256	Accounts Payable	LOOMIS		1,074.60
	Invoice		Date	Description		Amount
		11660588	07/31/2015	ARMORED CAR SERVICE, FUEL & INSURANCE FEES		1,074.60
Check	08/20/2015	72257	Accounts Payable	M & Y ELECTRICAL LLC		1,252.45
	Invoice		Date	Description		Amount
		533	08/06/2015	REMOVE & REPLACE BALLASTS AT FACILITIES OFFICE		785.00
		535	08/20/2015	REPLACE (4)-120 VOLTS 2-T8 LAMPS ELECTRONIC BALLAST-GYM OFFICE		467.45
Check	08/20/2015	72258	Accounts Payable	MARTINEZ, NERYS		115.00
	Invoice		Date	Description		Amount
		MARTINEZ 082415	08/20/2015	TRAVEL - RWAA 24TH ANNUAL LEADERSHIP CONFERENCE		115.00
Check	08/20/2015	72259	Accounts Payable	MAYA'S CONSTRUCTION LLC.		1,787.20
	Invoice		Date	Description		Amount
		385	08/11/2015	REMOVE WALL/RELOCATE ELECTRICAL OUTLETS-LOBBY OPENING-PROSECUTOR		1,787.20
Check	08/20/2015	72260	Accounts Payable	MCGREW, JORGE		132.00
	Invoice		Date	Description		Amount
		MCGREW 082415	08/20/2015	TRAVEL - RWAA 24TH ANNUAL LEADERSHIP CONFERENCE		132.00
Check	08/20/2015	72261	Accounts Payable	NICKLAUS ENGINEERING		5,000.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		25659		08/01/2015	PROFESSIONAL SERVICES F/ TEMPERATURE DATA COLLECTION REPORT	5,000.00
Check	08/20/2015	72262	Accounts Payable	PACHECO , CARLOS		72.00
		Invoice		Date	Description	Amount
		PACHECO 081715		08/20/2015	TRAVEL - ASTTP ACTIVE SHOOTER THREAT TRAINING	72.00
Check	08/20/2015	72263	Accounts Payable	QUAIL CONSTRUCTION, LLC		715.52
		Invoice		Date	Description	Amount
		53352		08/12/2015	TRAFFIC SAFETY SIGNS USED F/ CRACK SEAL STREET CREW	390.28
		53353		08/12/2015	NEW SPEED LIMIT SIGNS (ADD VINYL #'S TO SIGNS) CITYWIDE	325.24
Check	08/20/2015	72264	Accounts Payable	QUINONEZ , FRANCISCO		300.00
		Invoice		Date	Description	Amount
		17383		08/11/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		17457		08/13/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		17582		08/14/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		17608		08/15/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	08/20/2015	72265	Accounts Payable	RAY ALLEN MANUFACTURING, LLC.		3,086.97
		Invoice		Date	Description	Amount
		321637		08/11/2015	K9 DEPLOYMENT, HEAT ALERT W/PAGER	3,086.97
Check	08/20/2015	72266	Accounts Payable	REDBURN TIRE COMPANY		650.06
		Invoice		Date	Description	Amount
		11014845		08/10/2015	PURCHASE TIRES FOR POLICE VIN #0569	151.39
		11014660		07/27/2015	PURCHASE TIRES FOR FACILITIES VIN #4057	396.74
		11014844		08/10/2015	PURCHASE ONE TIRE FOR POLICE VIN #1593	101.93
Check	08/20/2015	72267	Accounts Payable	ROJAS, MANUEL		115.00
		Invoice		Date	Description	Amount
		ROJAS 082415		08/20/2015	TRAVEL - RWAA 24TH ANNUAL LEADERSHIP CONFERENCE	115.00
Check	08/20/2015	72268	Accounts Payable	ROSAS, FERNANDO		132.00
		Invoice		Date	Description	Amount
		ROSAS 082415		08/20/2015	TRAVEL - RWAA 24TH ANNUAL LEADERSHIP CONFERENCE	132.00
Check	08/20/2015	72269	Accounts Payable	SAN LUIS HOME BUILDERS, LLC		555.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		1009		08/10/2015	REPAIR BROKEN CONDENSATE DRAIN LINE AT FERNANDO PADILLA BLDG	280.00
		1134		08/04/2015	UNCLOGGED SEWER LINE OF MENS RESTROOM(URINALS)AT FIRE	275.00
Check	08/20/2015	72270	Accounts Payable	SERRANO , JOSE DE LOS ANGELES		35.00
	Invoice			Date	Description	Amount
		711637		08/10/2015	ADJUSTED WINDOW AT B STREET BLDG.(OLD WATER DEPT)	35.00
Check	08/20/2015	72271	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		11,648.35
	Invoice			Date	Description	Amount
		6984		08/01/2015	LANDFILL FEES FROM 071615-073115	11,648.35
Check	08/20/2015	72272	Accounts Payable	STANDARD INSURANCE CO.		6,387.02
	Invoice			Date	Description	Amount
		LIFE INS 070115		08/19/2015	LIFE INSURANCE JULY 2015	6,387.02
Check	08/20/2015	72273	Accounts Payable	STANDARD PRINTING COMPANY, INC		2,040.84
	Invoice			Date	Description	Amount
		243596		07/31/2015	2014 ANNUAL WATER QUALITY REPORT (PRINTING/INSERTS IN BILLING)	2,040.84
Check	08/20/2015	72274	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,268.97
	Invoice			Date	Description	Amount
		243595		07/31/2015	OUTSOURCE PRINTING/MAILING OF UTILITY BILL	1,268.97
Check	08/20/2015	72275	Accounts Payable	SUN RENTAL AND SALES INC.		2,998.89
	Invoice			Date	Description	Amount
		163687		07/24/2015	PURCHASE OF TRIMMER FOR PARKS MAINTENANCE	2,511.09
		164203		08/11/2015	EQUIPMENT TO CLEAN/MAINTENANCE TO SIDEWALKS & STREETS CITYWIDE	487.80
Check	08/20/2015	72276	Accounts Payable	THOMSON WEST PUBLISHING CO.		657.03
	Invoice			Date	Description	Amount
		832280984		08/01/2015	INTERNET SERVICES FOR JULY 2015	657.03
Check	08/20/2015	72277	Accounts Payable	TOBY RAMOS TIRES, LLC		60.00
	Invoice			Date	Description	Amount
		41452		07/07/2015	DISMOUNT/MOUNT THREE TIRES FOR SOLID WASTE	60.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

*Schedule E*  
 Transaction  
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/20/2015	72286	Accounts Payable	YUMA ELECTRIC MOTORS & PUMPS		775.76
	Invoice		Date	Description		Amount
	16108		08/17/2015	REPAIR PUMP AT PW YARD LIFTSTATION		775.76
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		\$775.76
Checks:		1		\$775.76		

*Maggie Dominguez*  
 Date: \_\_\_\_\_

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*

*8/20/15*  


City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/20/2015

*Schedule F*  
Transaction Amount

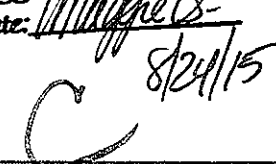
Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/20/2015	72287	Accounts Payable	CORDOVA , ANDREA		50.00
	Invoice		Date	Description		Amount
		1575	08/20/2015	REIMBURSEMENT - POOL RESERVATION DEPOSIT		50.00
Check	08/20/2015	72288	Accounts Payable	FELIX , JESUS M		50.00
	Invoice		Date	Description		Amount
		1850	08/20/2015	REIMBURSEMENT - POOL RESERVATION DEPOSIT		50.00
Check	08/20/2015	72289	Accounts Payable	LOPEZ , MARGARITA		35.00
	Invoice		Date	Description		Amount
		0246	08/20/2015	REIMBURSEMENT - SWIMMING CLASSES/CANCELLED		35.00
Check	08/20/2015	72290	Accounts Payable	RINCON , PORFIRIO		50.00
	Invoice		Date	Description		Amount
		1576	08/20/2015	REIMBURSEMENT - POOL RESERVATION DEPOSIT		50.00
Check	08/20/2015	72291	Accounts Payable	TOSHIBA FINANCIAL SERVICES		1,111.89
	Invoice		Date	Description		Amount
		2016-00000176	08/20/2015	CONTRACT #: 0288609, 0289723, 0373070, 0398771		1,111.89
Check	08/20/2015	72292	Accounts Payable	US BANK EQUIPMENT FINANCE		2,191.49
	Invoice		Date	Description		Amount
		2016-00000175	08/20/2015	CONTRACT #: 500-0380583, 500-0408239, 500-0413948		2,191.49
Check	08/20/2015	72293	Accounts Payable	YUMA OFFICE EQUIPMENT		2,934.03
	Invoice		Date	Description		Amount
		2016-00000177	08/20/2015	CONTRCT: 768, 769, 1188, 1046, 1162, 1104, 1105, 1103,1209		2,934.03
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 7		\$6,422.41
Checks:		7		\$6,422.41		

Prepared By:  
*Maggie Dominguez*  
 Date: *8/20/15*  
*C*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/24/2015

*Schedule G*

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72317 Utility Management Refund	PEREZ-SANDOVAL , AURELIO		164.78
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72318 Utility Management Refund	PULIDO , JUAN C		147.10
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72319 Utility Management Refund	RAMSES LOPEZ, RAUL & BREYDI PEREZ ROBLES GRP 63		13.13
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72320 Utility Management Refund	RUIZ , PERLA & LLUVIA		197.11
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72321 Utility Management Refund	VALDEZ , HECTOR		81.24
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72322 Utility Management Refund	VELAZQUEZ, SUE LYNNGH & DAVID		22.73
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	08/24/2015	72323 Utility Management Refund	ZEPEDA, VICENTE & GEROGINA P - GRP 63		52.93
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 30		\$2,812.29
Checks:	30	\$2,812.29			

Prepared By:  
*Maggie Dominguez*  
 Date: *8/24/15*  


City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/24/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	08/24/2015	72294 Utility Management Refund	ARCEGA, LAURA & CESAR PENAGOS		198.96
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72295 Utility Management Refund	CHAVEZ, HOMERO & MARIA LOERA		198.35
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72296 Utility Management Refund	COMITE DE BIENESTAR		33.70
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	18169-001	08/13/2015	Refund - Account Credit
Check	08/24/2015	72297 Utility Management Refund	CORRAL-RUBIO, ARMANDO & NORMA E OJEDA GRP # 63		28.57
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72298 Utility Management Refund	COSIO, JOSE M		150.70
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72299 Utility Management Refund	DIANA RIOS & ALEJANDRO SANCHEZ		159.58
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	9561-003	08/11/2015	Refund - Account Credit
Check	08/24/2015	72300 Utility Management Refund	ESPARZA, MARGARITO & AURORA		202.25
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72301 Utility Management Refund	ESPINOZA, JESSICA		17.95
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72302 Utility Management Refund	GAMINO-MACIAS, EFRAIN - GRP # 63		4.08
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72303 Utility Management Refund	GARCIA, ARMANDO R		3.05
		Account Type	Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72304 Utility Management Refund	GARCIA-DIAZ, LUIS GROUP # 63		11.47
		Account Type	Account Number	Transaction Date	Transaction Type

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/24/2015

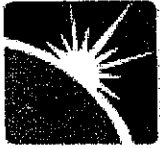
Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/24/2015	72305 Utility Management Refund	GONZALEZ , ANA		105.23
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		6527-001	08/17/2015	Refund - Account Credit
Check	08/24/2015	72306 Utility Management Refund	GUERRA , MARTHA V		26.46
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72307 Utility Management Refund	HERNANDEZ , IVAN & SORAYA		147.78
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72308 Utility Management Refund	JUAREZ , KRITZIA		58.87
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72309 Utility Management Refund	LECHUGA , EDUARDO		162.98
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72310 Utility Management Refund	LEON , JUANA		235.31
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72311 Utility Management Refund	MAGANA LOPEZ , EVANGELINA		147.54
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72312 Utility Management Refund	MAYRA D NORIEGA DE VALENZUELA		125.68
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72313 Utility Management Refund	MENDOZA , ANGELICA M		14.69
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		13137-005	08/13/2015	Refund - Account Credit
Check	08/24/2015	72314 Utility Management Refund	MONTOYA , GUADALUPE		63.92
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72315 Utility Management Refund	MORALES, PASCUAL & IRMA MEDRANO		10.83
	Account Type		Account Number	Transaction Date	Transaction Type
Check	08/24/2015	72316 Utility Management Refund	PADILLA HERNANDEZ, RAFAEL - GRP #63		25.32

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/25/2015

*Schedule H*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/25/2015	72324	Accounts Payable	CASTILLO, DANIA		98.00
			Invoice			Amount
				CASTILLO 082615	08/25/2015	98.00
				TRAVEL - AZ HOUSING FORUM		
Check	08/25/2015	72325	Accounts Payable	RAMIREZ, KASSANDRA		40.00
			Invoice			Amount
				RAMIREZ 082515	08/25/2015	40.00
				REIMBURSEMENT - PLAQUE ENGRAVING FOR EMPLOYEE		
Check	08/25/2015	72326	Accounts Payable	TORRES, JENNY		98.00
			Invoice			Amount
				TORRES 082615	08/25/2015	98.00
				TRAVEL - AZ HOUSING FORUM		
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		\$236.00
Checks:		3				\$236.00

Prepared By:  
*Maggie Dominguez*  
 Date: *8/25/15*



# Pay Day Register Report

Pay Date Range 08/08/15 - 08/21/15

Pay Batch 201517

Schedule I

STANDARD LIFE ADDTNL	722.60	.00	NetSpend Corporation DD	100.00
TRANSWESTERN MEXICAN	149.70	.00	Sunbank	1,389.22
U.S. MEX DENTAL - EE &	416.85	.00	THE FOOTHILLS BANK	1,372.34
U.S. MEX DENTAL - EE &	119.10	.00	WASHINGTON FEDERAL	2,111.28
UNITED WAY	38.00	.00	Wells Fargo	<u>43,908.69</u>
US & MEX DENTAL= FAMILY	743.40	.00	Total	\$195,455.76
US & MEX HEALTH = C	5,761.73	.00		
US & MEX HEALTH = FAMILY	3,869.28	.00	Check	\$28,810.56
US & MEX HEALTH = SP	1,545.83	.00		
VSP - VISION FAMILY	<u>620.10</u>	.00		
Net	<u>\$224,266.32</u>			



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# Pay Day Register

Pay Date Range 08/01/15 - 08/31/15  
Pay Batch 201508M

*Schedule J*

Pay Batch 201508M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Amount
102 - SALARY	.0000	7,550.00	Gross	7,750.00	ASRS Council	102.15
806 - TELEPHONE STIPEND	.0000	200.00	FEDERAL TAX WITHHOLDING	5,365.81	ASRS LTD Council	1.08
Total	0.0000	\$7,750.00	SOCIAL SECURITY TAX	7,750.00	EODCRS - COUNCIL	54.00
			MEDICARE	7,750.00	EODCRS - DISABILITY	1.13
			STATE WITHHOLDING	5,365.81	EORP - LEGACY RATE COUNCIL	157.50
			ASRS Council	900.00	EORP COUNCIL RETIREMENT	1,351.25
			ASRS LTD Council	900.00	U.S. MEX DENTAL COUNCIL - CHILD	51.04
			EODCRS - COUNCIL	.00	U.S. MEX DENTAL COUNCIL - FAM	63.70
			EODCRS - DISABILITY	.00	US & MEX DENTAL COUNCIL= EE	97.83
			EORP COUNCIL RETIREMENT	.00	US & MEX HLTH COUNCIL = C	1,686.26
			U.S. MEX DENTAL COUNCIL -	.00	US & MEX HLTH COUNCIL = EE ONLY	1,625.19
			U.S. MEX DENTAL COUNCIL -	.00	US & MEX HLTH COUNCIL = F	2,579.54
			US & MEX HEALTH COUNCIL =	.00	VISION - COUNCIL SINGLE	40.72
			US & MEX HEALTH COUNCIL = F	.00	VSP VISION- COUNCIL	30.54
			VSP - VISION COUNCIL	.00	Total	\$7,841.93
			Net	\$4,422.93		
					Direct Deposits	Amount
					1st Bank Yuma	713.70
					Chase Bank	787.11
					Federal Credit Union	860.31
					REALTORS FED CRED UNION	551.36
					Sunbank	413.45
					Wells Fargo	381.70
					Total	\$3,707.63
					Check	\$715.30

City of San Luis  
**Payment Batch Register**  
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 08/27/2015

Schedule K  
Transaction  
Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 49		\$83,516.84
Checks:		49		\$83,516.84		

Prepared By:  
Maggie Dominguez  
Date: *Maggie D.*  
8/27/15  
C

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/27/2015	72327	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		300.00
	Invoice		Date	Description		Amount
		1915	08/18/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1918	08/22/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1919	08/23/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
		1921	08/24/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
Check	08/27/2015	72328	Accounts Payable	APPLIED PRODUCTS GROUP LLC		9,948.67
	Invoice		Date	Description		Amount
		DVJFI3015-02	08/17/2015	CHLORINE USED FOR WATER TREATMENT SKIDS/MTU's - 2/3		9,948.67
Check	08/27/2015	72329	Accounts Payable	ARCTIC GLACIER USA INC		100.00
	Invoice		Date	Description		Amount
		1360522203	08/10/2015	10 LB ICEBAGS FOR SLFD		100.00
Check	08/27/2015	72330	Accounts Payable	ARELLANO, MINERVA M.		9.50
	Invoice		Date	Description		Amount
		ARELLANO 082715	08/27/2015	REIMBURSEMENT - STANDARD LIFE INS		9.50
Check	08/27/2015	72331	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		39.04
	Invoice		Date	Description		Amount
		32362	08/13/2015	SOLID WASTE 9938 EE610		39.04
Check	08/27/2015	72332	Accounts Payable	BILL ALEXANDER FORD		305.99
	Invoice		Date	Description		Amount
		311575	08/13/2015	COURT DEPT 5346 EE180		28.51
		311529	08/12/2015	COURT DEPT 5346 EE180		277.48
Check	08/27/2015	72333	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES		352.14
	Invoice		Date	Description		Amount
		INV-4844307	08/11/2015	MATERIAL TO REPAIR SIDEWALKS CITYWIDE		352.14
Check	08/27/2015	72334	Accounts Payable	CASTRO , ERICKA		420.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000181		08/27/2015	ASSISTANCE & INSTRUCTION WITH FALL PROGRAMS @ YOUTH CENTER	420.00
Check	08/27/2015	72335	Accounts Payable	CDWG		2,083.96
		Invoice		Date	Description	Amount
		WZ91251		07/28/2015	65"TV/CABLES FOR MULTIPURPOSE ROOM	209.36
		XL28251		08/17/2015	TONER FOR DDS	797.93
		XK88620		08/17/2015	DISPLAY PORT DP TO HDMI - FIRE CONF ROOM	32.40
		XK85583		08/17/2015	DISPLAY PORT TO DVI ACTIVE FOR PD TRAINING ROOM	32.40
		XK85457		08/17/2015	USB EXTENSION CABLE FOR ADMIN CONF ROOM	30.55
		XK88804		08/17/2015	MONITOR STAND/SPEAKERS FOR M.DOMINGUEZ	97.53
		XH66044		08/11/2015	PURCHASE OF TONER FOR PARKS COPIER/PRINTER	461.21
		WZ89651		07/28/2015	COMPUTER SUPPLIES FOR IT DEPT	334.42
		XF26931		08/05/2015	COMPUTER SUPPLIES FOR IT DEPT	59.42
		XC13168		07/30/2015	COMPUTER SUPPLIES FOR IT DEPT	28.74
Check	08/27/2015	72336	Accounts Payable	CENTERLINE SUPPLY WEST		1,639.52
		Invoice		Date	Description	Amount
		00073906		08/18/2015	MATERIAL USED TO STRIPE 8TH AVE & COUNTY 22ND ST	1,639.52
Check	08/27/2015	72337	Accounts Payable	CLARK , ANTHONY		280.00
		Invoice		Date	Description	Amount
		2016-00000180		08/27/2015	ASSISTANCE & INSTRUCTION WITH FALL PROGRAMS @ YOUTH CENTER	280.00
Check	08/27/2015	72338	Accounts Payable	DE LA VARA, JOSE		823.80
		Invoice		Date	Description	Amount
		DE LA VARA082715		08/27/2015	REIMBURSEMENT - OFFICE FURNITURE	823.80
Check	08/27/2015	72339	Accounts Payable	EMPIRE MACHINERY		4,963.26
		Invoice		Date	Description	Amount
		EPWK0370805		08/13/2015	PARTS TO REPAIR GENERATOR UNIT@WS #7	2,794.94
		EPWK0371062		08/18/2015	SERVICE TO GENERATOR@GADSDEN LIFTSTATION	1,084.73
		EPWK0370937		08/17/2015	SERVICE TO GENERATOR@MERRILL LIFTSTATION	1,083.59
Check	08/27/2015	72340	Accounts Payable	FIREFIGHTER SELECTION, INC.		500.00
		Invoice		Date	Description	Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		16939		08/20/2015	FIREFIGHTER TESTS	500.00
Check	08/27/2015	72341	Accounts Payable	FISHER CHEVROLET - PARTS		56.68
		Invoice		Date	Description	Amount
		377747		08/10/2015	POLICE DEPT 8859 EE180	56.68
Check	08/27/2015	72342	Accounts Payable	FISHER CHRYSLER		333.99
		Invoice		Date	Description	Amount
		361322		08/13/2015	FIRE DEPT 5571 EE180	253.16
		361275		08/11/2015	FIRE DEPT 5571 EE180	80.83
Check	08/27/2015	72343	Accounts Payable	FRESH TERRA SERVICES LLC		150.00
		Invoice		Date	Description	Amount
		4086		05/28/2015	CORRECTED INVOICE#4086	150.00
Check	08/27/2015	72344	Accounts Payable	GARCIA-BONILLA, ELIZABETH		81.00
		Invoice		Date	Description	Amount
		2016-00000187		08/27/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	81.00
Check	08/27/2015	72345	Accounts Payable	GILA ELECTRONIC		82.08
		Invoice		Date	Description	Amount
		2224		08/11/2015	REPAIR DAMAGED SPEAKER & BATTERY FOR PORTABLE RADIO	82.08
Check	08/27/2015	72346	Accounts Payable	GUZMAN, FRANCISCA		50.00
		Invoice		Date	Description	Amount
		15/2015		08/12/2015	TRANSLATING SERVICES FOR COUNCIL MEETING - 081215	50.00
Check	08/27/2015	72347	Accounts Payable	INTEGRATED WATER SERVICES, INC		39,410.94
		Invoice		Date	Description	Amount
		2016-00000178		08/27/2015	WS#7 MANGANESE REMOVAL PROJECT - PAYMENT APP. #7	39,410.94
Check	08/27/2015	72348	Accounts Payable	LANDS END BUSINESS OUTFITTERS		93.25
		Invoice		Date	Description	Amount
		SIN3024099		08/11/2015	UNIFORM SHORT SLEEVE SHIRTS FOR CM G. TORRES	93.25
Check	08/27/2015	72349	Accounts Payable	LUMBARD & ASSOCIATES P.L.L.C.		9,540.00
		Invoice		Date	Description	Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2015-0804		08/07/2015	PROGRESS BILLING No.2 FOR SINGLE AUDIT PERFORMED FOR FYE 6/30/15	9,540.00
Check	08/27/2015	72350	Accounts Payable	MEDINA , KRISTAL A		50.00
		Invoice		Date	Description	Amount
		2016-00000186		08/27/2015	OVERPAYMENT	50.00
Check	08/27/2015	72351	Accounts Payable	MORENO , ANDREA		81.00
		Invoice		Date	Description	Amount
		MORENO 082715		08/27/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	81.00
Check	08/27/2015	72352	Accounts Payable	NEW YORK LIFE INSURANCE CO.		169.12
		Invoice		Date	Description	Amount
		2016-00000189		08/27/2015	INSURANCE FOR AUGUST 2015	169.12
Check	08/27/2015	72353	Accounts Payable	PARAGON POLYGRAPH		400.00
		Invoice		Date	Description	Amount
		SAN-0815-1		08/18/2015	POLYGRAPH PRE-EMPLOYMENT EXAMS	400.00
Check	08/27/2015	72354	Accounts Payable	PARTIDA , ENRIQUE		500.00
		Invoice		Date	Description	Amount
		2016-00000179		08/27/2015	CIVIC CONTRIBUTION-PARTIDA MARTIAL ARTS	500.00
Check	08/27/2015	72355	Accounts Payable	PAZ, DANIEL		384.00
		Invoice		Date	Description	Amount
		PAZ 083015		08/27/2015	TRAVEL - INSTALLING/CONFIGURING WINDOWS SERVER 2012-MCSA 410	384.00
Check	08/27/2015	72356	Accounts Payable	PITNEY BOWES CREDIT CORP		98.35
		Invoice		Date	Description	Amount
		9432825-AUG15		08/13/2015	MAILING SYSTEM FOR COURT - AUG 2015	98.35
Check	08/27/2015	72357	Accounts Payable	PREPAID LEGAL SERVICES		125.58
		Invoice		Date	Description	Amount
		2016-00000188		08/27/2015	INSURANCE FOR AUGUST 2015	125.58
Check	08/27/2015	72358	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		45.00
		Invoice		Date	Description	Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		1038		08/20/2015	SERVICES FOR THE BUSINESS INCUBATOR	45.00
Check	08/27/2015	72359	Accounts Payable	PUBLIC SAFETY CENTER, INC		133.94
		Invoice		Date	Description	Amount
		5617870		08/12/2015	BATTERIES FOR SLPD	133.94
Check	08/27/2015	72360	Accounts Payable	QUINONEZ , FRANCISCO		75.00
		Invoice		Date	Description	Amount
		18338		08/24/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	08/27/2015	72361	Accounts Payable	RAMON MOSQUEDA		188.61
		Invoice		Date	Description	Amount
		4750		08/25/2015	UNIFORM SHIRTS EMBROIDERY FOR CM TORRES	63.41
		4722		08/13/2015	EMBROIDERY SERVICE FOR CITY CLERK	125.20
Check	08/27/2015	72362	Accounts Payable	SAM'S CLUB		119.17
		Invoice		Date	Description	Amount
		003226		08/11/2015	TOWER FANS FOR CITY ADMINSTRATION OFFICES	119.17
Check	08/27/2015	72363	Accounts Payable	SIGN MASTERS		97.57
		Invoice		Date	Description	Amount
		38623		08/11/2015	EMPLOYEE PARKING ONLY SIGN FOR CULTURAL CENTER DEPTS	97.57
Check	08/27/2015	72364	Accounts Payable	SIMS MURRAY, LTD.		60.00
		Invoice		Date	Description	Amount
		13343		08/27/2015	PROFESSIONAL SERVICES FOR LANDFILL PROJECT	60.00
Check	08/27/2015	72365	Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES		225.25
		Invoice		Date	Description	Amount
		0218835-IN		08/12/2015	SLPD SUPPLIES FOR EVIDENCE DIVISION	225.25
Check	08/27/2015	72366	Accounts Payable	STANDARD INSURANCE CO.		1,445.20
		Invoice		Date	Description	Amount
		2016-00000190		08/27/2015	INSURANCE FOR JUNE 2015	1,445.20
Check	08/27/2015	72367	Accounts Payable	STAPLES ADVANTAGE		1,142.35

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
			Invoice	Date	Description	Amount
			8035377059	08/01/2015	OFFICE CHAIRS FOR IT DEPT	1,142.35
Check	08/27/2015	72368	Accounts Payable	UNITED FIRE		254.00
			Invoice	Date	Description	Amount
			619833	08/20/2015	HELMET 660 DEFENDER FOR ASSISTANT CHIEF (M. HOLYFIELD)	254.00
Check	08/27/2015	72369	Accounts Payable	UNIVERSAL BACKGROUND SCREENING		226.00
			Invoice	Date	Description	Amount
			2015-06001962	06/30/2015	BACKGROUND CHECKS	226.00
Check	08/27/2015	72370	Accounts Payable	VIEYRA , LUCIA		200.00
			Invoice	Date	Description	Amount
			2016-00000183	08/27/2015	CASH BOND	200.00
Check	08/27/2015	72371	Accounts Payable	WAL-MART RESTITUTION RECOVERY		100.00
			Invoice	Date	Description	Amount
			2016-00000184	08/18/2015	RESTITUTION PAYMENT	60.00
			2016-00000185	08/27/2015	RESTITUTION PAYMENT	40.00
Check	08/27/2015	72372	Accounts Payable	YUMA COUNTY WATER USERS		4,590.27
			Invoice	Date	Description	Amount
			2016-00000182	08/27/2015	APP FEE FOR WATER SERIAL #1232-200	15.00
			1233-14	08/27/2015	WATER CONVERSION (AQUINO) PAYMENT FOR BALANCE OWED	4,575.27
Check	08/27/2015	72373	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		291.32
			Invoice	Date	Description	Amount
			7394	08/21/2015	BACKFLOW PREVENTION PROGRAM BROCHURES	291.32
Check	08/27/2015	72374	Accounts Payable	YUMA WINNELSON CO.		851.29
			Invoice	Date	Description	Amount
			261513 00	08/06/2015	REPLACEMENT PARTS F/ CHECK VALVES@LIFTSTATION #300	851.29
Check	08/27/2015	72375	Accounts Payable	ZATARAIN , EDUARDO , JR.		100.00
			Invoice	Date	Description	Amount
			ZATARAIN 082715	08/27/2015	REIMBURSEMENT - BOOTS	100.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

*Schedule L*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		EPDCRS		08/27/2015	EODCRS 082815	2.26
Check	08/27/2015	72385	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		28,473.88
		Invoice		Date	Description	Amount
		PSPRS 082115		08/27/2015	PSPRS REG	28,473.88
Check	08/27/2015	72386	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
		Invoice		Date	Description	Amount
		PSPRS ALT 082115		08/27/2015	PSPRS ALT 082115	947.89
Check	08/27/2015	72387	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
		Invoice		Date	Description	Amount
		PSPRS EORP LEGAC		08/27/2015	PSPRS EORP LEGACY	157.50
Check	08/27/2015	72388	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		345.00
		Invoice		Date	Description	Amount
		2016-00000197		08/27/2015	539 - ASK COPS - SLPD	345.00
Check	08/27/2015	72389	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,435.26
		Invoice		Date	Description	Amount
		CS PPE082115		08/27/2015	CS PPE 08212015	3,435.26
Check	08/27/2015	72390	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		38.00
		Invoice		Date	Description	Amount
		2016-00000198		08/27/2015	705 - UNITED WAY	38.00
Check	08/27/2015	72391	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		643.50
		Invoice		Date	Description	Amount
		2016-00000199		08/27/2015	543 - IAFF- FIRE DEPT	643.50
Check	08/27/2015	72392	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
		Invoice		Date	Description	Amount
		2016-00000200		08/27/2015	533 - GARNISHMENT	85.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 17		\$38,771.90
Checks:		17				\$38,771.90

Prepared By:  
*Maggie Dominguez*  
 Date: *8/27/15*

*C*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 08/27/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	08/27/2015	72376	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		188.42
	Invoice		Date	Description		Amount
		JS 1/2 GAR	08/27/2015	JS 1/2 GAR		188.42
Check	08/27/2015	72377	Accounts Payable	BURSEY & ASSOCIATES, P.C.		80.13
	Invoice		Date	Description		Amount
		2016-00000192	08/27/2015	711 - GARNISHMENT		80.13
Check	08/27/2015	72378	Accounts Payable	FOP/ALC		236.00
	Invoice		Date	Description		Amount
		2016-00000193	08/27/2015	714 - FOP/ALC		236.00
Check	08/27/2015	72379	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
		2016-00000194	08/27/2015	711 - GARNISHMENT		50.00
Check	08/27/2015	72380	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		126.00
	Invoice		Date	Description		Amount
		2016-00000195	08/27/2015	562 - EODCRS - COUNCIL*		126.00
Check	08/27/2015	72381	Accounts Payable	PILKINGTON CONSTRUCTION CO.INC		1,700.00
	Invoice		Date	Description		Amount
		2016-00000191	08/27/2015	RECEPTION DESK FOR CULTURAL CENTER - DEPOSIT TO BEGIN WORK		1,700.00
Check	08/27/2015	72382	Accounts Payable	PONCE, ADRIANA - CASDU		164.31
	Invoice		Date	Description		Amount
		2016-00000196	08/27/2015	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	08/27/2015	72383	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2,098.75
	Invoice		Date	Description		Amount
		EORP 082815	08/27/2015	EORP 082815		2,098.75
Check	08/27/2015	72384	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
	Invoice		Date	Description		Amount



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. C.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Dania Castillo, Economic Development Assistant, Community Development Department

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation (GYEDC) for fiscal year 2015-2016. **(Robert Eads, City Manager)**

### SUMMARY:

**Service:** The Greater Yuma Economic Development Corporation (GYEDC) is a non-profit corporation which provides services focused on attracting commerce and industry to the region, and assisting in developing the region's existing industry to its fullest potential. The agreement sets out the City's goals for GYEDC and how GYEDC will meet those goals. Some of the specifics are: Identifying 10 qualified business prospects to locate in San Luis; a marketing plan and implementation of it; promotion of the incubator; and expanding systems of collection of demographic statistics and indicators need by manufacturers, distributors, retailers and developers.

**Amount:** The City has entered into agreement with GYEDC for economic development services in the past and has already budgeted funds in the amount of \$32,500.00 for services to continue until the end of the 2015-2016 Fiscal Year on June 30, 2016.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$32,500.00.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$32,500.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** N/A

**ACCOUNT #/REMAINING BALANCE:** Account # 100-110-80000, Contractual Services/Remaining Balance \$375,962.00

### FISCAL IMPACT STATEMENT:

Account No: 100-110-80000, City Counsel Contractual Services. Contract amount is budgeted for Fiscal Year 2015-2016.

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**Attachments**

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GYEDC 2015

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**OUTSIDE AGENCY AGREEMENT  
GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION**

THIS Agreement is entered into by and between the CITY OF SAN LUIS, an Arizona municipal corporation, hereinafter called "CITY" and the GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation, hereinafter called "Greater Yuma Economic Development Corporation."

WHEREAS, the CITY is interested in obtaining for its benefit the knowledge and experience of Greater Yuma Economic Development Corporation to perform special professional services for the development of the CITY'S economic base and Greater Yuma Economic Development Corporation is interested in providing such services.

NOW, THEREFORE, the parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

**I. GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION AGREES TO PERFORM THE FOLLOWING:**

- A. The CITY'S goals for Greater Yuma Economic Development Corporation shall be as follows:
  - 1. Work jointly with the CITY economic development representative to promote and strengthen regional economic development cooperation and coordination;
  - 2. Support a strong business climate and promote the image of the City of San Luis for relocation of business to the CITY;
  - 3. Qualify and assist companies to locate in the City of San Luis;
  - 4. Build a strong and effective regional economic development organization;
  - 5. Promote increases in private sector financing, support and participation;
  - 6. Identify and develop through substantial effort at least 10 qualified prospects for location in the City of San Luis.
  - 7. Encourage the jobs for City of San Luis residents and targeted socio-economic persons or groups within the City of San Luis.
  - 8. Maintain a structured Business, Retention and Expansion program, making a minimum of 15 completed survey calls annually.
  
- B. In furtherance of the foregoing goals, Greater Yuma Economic Development Corporation agrees as follows:

1. Implement a budget and action plan. Greater Yuma Economic Development Corporation shall use its best efforts to expend funds and implement the budget and action plan, as adopted by Greater Yuma Economic Development Corporation Board of Directors (Board). Greater Yuma Economic Development Corporation shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.
2. Work in direct partnership with the CITY'S economic development representative on the creation and implementation of a marketing plan. Greater Yuma Economic Development Corporation shall from time to time solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.
3. Promote and strengthen regional economic development cooperation and coordination. In order to promote and strengthen regional economic development cooperation and coordination in Yuma County, Greater Yuma Economic Development Corporation shall:
  - (a) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the Yuma County component thereof, and
  - (b) Coordinate and work in conjunction with the CITY economic development representative(s) to assist with the CITY'S participation in state and international economic development initiatives.
4. Qualify and assist companies considering locating in the greater Yuma area. In order to qualify and assist new companies Greater Yuma Economic Development Corporation shall:
  - (a) Use its best efforts to continue to identify and through substantial efforts develop at least 10 out-of-city prospects for location in the City of San Luis in targeted economic clusters;
  - (b) Continue to provide all qualified prospects with coordinated professional services;
  - (c) Update and maintain the database of available properties;

- (d) Coordinate and work with CITY economic development representative(s);
  - (e) Provide the CITY'S Board representatives and economic development representative(s) monthly activity reports, and
  - (f) Engage the City of San Luis economic development representative(s) in all site visits of companies for location within the City of San Luis, including the need for a predevelopment meeting, prior to any proposal being made.
5. Develop a strong effective regional development organization. In order to promote the development of a strong and effective regional economic development organization, Greater Yuma Economic Development Corporation shall:
- (a) Use its best efforts to secure public and private sector funding to achieve its goals successfully;
  - (b) Professionally develop Greater Yuma Economic Development Corporation staff;
  - (c) Operate Greater Yuma Economic Development Corporation in accordance with Greater Yuma Economic Development Corporation articles of incorporation and bylaws, and all amendments thereto, and
  - (d) Uphold and support policies of the City of San Luis with each client of Greater Yuma Economic Development Corporation and explore economic development solutions that will uphold the goals of City of San Luis policies.
6. Develop and maintain strong private sector support and participation. In order to achieve the goals set forth in the marketing of the region, Greater Yuma Economic Development Corporation shall continue to secure private sector contributions.
7. Secure bona fide leads such as startups or expanding manufacturing companies to lease the San Luis Business Incubator. A minimum of two manufacturing companies shall be secure for the two larger suites at the business incubator the first year. Continue to assist in recruiting companies as vacancies arise by assisting in building a waiting list as potential tenants.

- C. Administrate funding for a regional economic development effort with the City of San Luis and San Luis Rio Colorado, Sonora as a defined bi-national region.
- D. Hire and/or retain, at its discretion, a President/CEO and necessary staff to carry out the tasks described herein.
- E. Continue the program of identifying, contacting and attracting capital investors and other outreach services for business, commercial, and industrial development within the City of San Luis. This program is to be accomplished through (1) visitations and presentations to business persons and manufacturers who have indicated an interest in locating in the City of San Luis, and (2) providing assistance to all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities, or projects in the City of San Luis area.
- F. Continue to expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers, and developers in deliberations regarding the City of San Luis as a potential site for business, commercial, and industrial development.
- G. Continue printing, publishing, and distributing of documented demographics and other information concerning the City of San Luis, as a resource document and sales tool to attract manufacturers, distributors, retailers and developers.
- H. Expend its resources to recruit, for relocation and expansion, businesses that will meet or exceed environmental rules and regulations of local, state, regional, and national governments. Greater Yuma Economic Development Corporation shall consider any actual or potential environmental impact or threat the business may have to the community. Greater Yuma Economic Development Corporation shall consult with the CITY economic development representative(s) or the City Administrator or designee regarding the hazardous material environmental impacts of prospective businesses. Greater Yuma Economic Development Corporation will coordinate information for potential businesses of the city code and ordinance requirements for a hazardous material impact review.
- I. Cooperate with the greater San Luis community in efforts and activities to expand economic opportunities within the region, downtown, port of entries and industrial parks.
- J. Maintain accurate records of CITY monies received and disbursed. Greater Yuma Economic Development Corporation shall maintain an accounting system which complies with generally accepted accounting principles and

with the AICPA Audit Guide for Non-Profit Corporations and which accounts for all funds provided by the CITY pursuant to this Agreement.

- K. Annually provide the CITY with names and addresses of officers or directors, and copies of bylaws, and articles of incorporation and amendments thereto of Greater Yuma Economic Development Corporation. In the event of any change of officer and/or director, bylaws or articles of incorporation, Greater Yuma Economic Development Corporation shall also provide notice of said change to CITY within 30 days thereafter. All documentation required hereinafter shall be reviewed by the Greater Yuma Economic Development Corporation Board of Directors prior to submission and shall be filed with the City Administrator within thirty (30) days after the end of the period stated. The required reports and records are set forth as follows:
  - 1. Monthly financial statement as presented to the Board of Directors.
  - 2. A semi-annual program status report regarding monies received. This report shall contain analytical memoranda which:
    - (a) Describes results of activities and expected achievements.
    - (b) Describes program effectiveness.
- L. Provide a brief monthly status report to CITY representatives at its monthly Board meeting.
- M. Provide notice of all meetings to the City Administrator, and/or his designee, who may attend all meetings of the Board of Directors.
- N. Make reports at meetings of the City Council no less than twice annually on the progress of its work program.

**II. THE CITY SHALL PROVIDE THE FOLLOWING:**

- A. Evaluate Greater Yuma Economic Development Corporation performance relative to the performance criteria set forth herein in order to assess the impact of the efforts of Greater Yuma Economic Development Corporation. Any additional information desired by the CITY which is relevant and necessary to the CITY'S evaluation shall be made available by Greater Yuma Economic Development Corporation.
- B. Pay Greater Yuma Economic Development Corporation for the Fiscal Year 2015-2016, unless terminated as provided herein, that amount which is stated herein. Such sum is to be disbursed on a prorata quarterly basis.

- C. The method of payment shall be as follows:
  - 1. Greater Yuma Economic Development Corporation shall submit a request for payment quarterly to the CITY'S Director of Finance, pursuant to approval of Greater Yuma Economic Development Corporation annual budget by its Board of Directors.
  - 2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within 15 days to Greater Yuma Economic Development Corporation, except as provided in subsection C.
  
- D. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:
  - 1. Greater Yuma Economic Development Corporation's failure to render acceptable services as stated in the performance criteria of Section I. The City Administrator, or designee, shall investigate and monitor the quality of Greater Yuma Economic Development Corporation services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall notify Greater Yuma Economic Development Corporation of the specific deficiencies in performance and provide a reasonable time for the Greater Yuma Economic Development Corporation to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not Greater Yuma Economic Development Corporation services are acceptable will be the CITY'S exclusive decision.
  - 2. Greater Yuma Economic Development Corporation's failure to supply information, records or reports as required.
  - 3. Greater Yuma Economic Development Corporation's failure to comply with documentation requirements or accounting procedures.
  - 4. Greater Yuma Economic Development Corporation's failure to allocate money received from the CITY for the purposes described herein.

**III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:**

- A. The term of this Agreement shall be for one year commencing on July 1, 2015 and ending on June 30, 2016.

- B. The CITY agrees to pay Greater Yuma Economic Development Corporation an amount of \$32,500 for services to be provided by Greater Yuma Economic Development Corporation pursuant to the Agreement during Fiscal Year 2015-2016.
- C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the CITY.
- D. Renewal of this Agreement beyond the current agreement will be contingent upon Greater Yuma Economic Development Corporation performance hereunder. If Greater Yuma Economic Development Corporation's performance does not, in all material respects, meet the minimum requirements as described in Section I. A. through N. of this Agreement, this Agreement may not be renewed by the City Council.
- E. Nothing herein shall preclude the CITY from contracting separately with Greater Yuma Economic Development Corporation for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the CITY and Greater Yuma Economic Development Corporation.

**IV. TERMINATION:**

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

- A. Without cause at any time with 90 days notice whenever the CITY determines that such termination is in the best interests of the CITY.
- B. By mutual written consent of both parties hereto.
- C. For breach or default by Greater Yuma Economic Development Corporation of any of its obligations set forth herein.

**V. INDEMNIFICATION:**

To the fullest extent permitted by law Greater Yuma Economic Development Corporation shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of Greater Yuma Economic Development Corporation, or anyone directly or indirectly employed by Greater Yuma Economic Development Corporation for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder, whether authorized by Greater Yuma Economic Development Corporation or not,

including theft by Greater Yuma Economic Development Corporation or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**VI. INSURANCE:**

Greater Yuma Economic Development Corporation shall, at its own expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$2,000,000 per occurrence combined single limit and shall be primary and not contributory to any other coverage available to the CITY or its employees. The CITY shall be named as an additional insured, and certificates of insurance with endorsements for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies are canceled by the insurance company or Greater Yuma Economic Development Corporation during the term of this Agreement, Greater Yuma Economic Development Corporation and insurance company shall provide ninety (90) days written notice prior to the effective date of such cancellation or termination to the CITY.

**VII. GENERAL CONDITIONS:**

A. Nondiscrimination. Greater Yuma Economic Development Corporation shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disabilities Act of 1990. In addition, Greater Yuma Economic Development Corporation shall include similar requirements of subcontractors in any contracts entered into for performance of Greater Yuma Economic Development Corporation obligations under this Agreement.

B. Financial Review.

1. Greater Yuma Economic Development Corporation shall make its financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.
2. If the CITY desires a financial audit by a certified public accountant of Greater Yuma Economic Development Corporation financial

records to verify use of the funds of the organization according to the terms and conditions of this Agreement, Greater Yuma Economic Development Corporation shall cooperate fully in the performance of such audit. Greater Yuma Economic Development Corporation shall not be responsible for the cost of such an audit if requested by the CITY and shall be entitled to a copy of any resulting reports that are received by the CITY.

- C. Compliance with Law. Greater Yuma Economic Development Corporation shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, Greater Yuma Economic Development Corporation shall include similar requirements of subcontractors in any contracts entered into for performance of Greater Yuma Economic Development Corporation obligations under this contract.
- D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.
- E. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.
- G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.
- H. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement.
- I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected,

and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- J. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.
- K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal, agent, officer, or member of the other.
- L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of Greater Yuma Economic Development Corporation of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- M. Dispute Resolution. If the parties mutually agree, claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect. Request for arbitration shall be filed in writing with the other party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- O. Environmental Conditions. Greater Yuma Economic Development Corporation shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the CITY harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.
- P. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

To CITY:  
City of San Luis  
Attn: City Administrator  
P.O. Box 1170  
San Luis, Arizona 85349

To GYEDC:  
Greater Yuma Economic  
Development Corporation  
Attn: Chairman  
899 E Plaza Circle Ste 2  
Yuma, Arizona 85364

- Q. Compliance with Federal and State Laws. Greater Yuma Economic Development Corporation 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 clause shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement.

The CITY retains the legal right to inspect the papers of any Greater Yuma Economic Development Corporation or subcontractor employee who works on this Agreement to ensure that Greater Yuma Economic Development Corporation or subcontractor is complying with this warranty.

- R. Employees, directors, board members, officers, and volunteers of the Greater Yuma Economic Development Corporation are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any Greater Yuma Economic Development Corporation employee, director, board members, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of the Greater Yuma Economic Development Corporation, or use their affiliation with the Greater Yuma Economic Development Corporation, to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate for public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with the Greater Yuma Economic Development Corporation in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in the Greater Yuma Economic Development Corporation function or event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SAN LUIS , a municipal corporation

GREATER YUMA ECONOMIC  
DEVELOPMENT CORPORATION, an  
Arizona nonprofit corporation

\_\_\_\_\_  
Robert A. Eads  
City Administrator

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. D.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Geraldine Gutierrez, Asst. to Council/PIO, City Council

Action Requested:

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### ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for fiscal year 2015-2016. **(Robert A. Eads, City Manager)**

### SUMMARY:

**Service:** Ramirez Advisors Inter-National, LLC provides services related to assisting the City of San Luis in relations with Federal, State, and Bi-National entities to address the needs of our region.

**Amount:** The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past and has already budgeted funds in the amount of \$25,000.00 for services to continue until the end of the Fiscal Year 2015-2016 on June 30, 2016. The \$25,000.00 will cover a discounted yearly retainer requested by the City. In addition to the retainer, the Contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare and ground transportation. The City has paid these expenses in prior years.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE, RATIFY AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC, FOR FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$25,000.00 PLUS RELATED OUT-OF POCKET AND TRAVEL EXPENSES.**

**Supporting information not attached to the Agenda Item**

**Review Form:**

Supporting information is attached to the Agenda Item

Review Form.

**Document to be Recorded?:**

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:**

City

**TOTAL:** \$25,000.00 plus travel and out-of-pocket expenses  
**BUDGETED:** Yes  
**AVAILABLE TO TRANSFER:** No Transfer Required  
**ACCOUNT #/REMAINING BALANCE:** 100-110-80000-Contractual Services/Remaining balance \$375,962.00

**FISCAL IMPACT STATEMENT:**

Account No: 100-110-80000, City Counsel Contractual Services. The retainer amount of \$25,000.00 is budgeted for fiscal year 2015-2016. The travel and out-of-pocket expenses will be paid out of the same account following the City's travel expenses policies.

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**Attachments**

Agreement 2015

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August 12, 2015

The Honorable Gerardo Sanchez  
Mayor  
City of San Luis  
767 N. First Avenue  
P.O. Box 1170  
San Luis, Arizona 85349

Via electronic mail: [gsanchez@cityofsanluis.org](mailto:gsanchez@cityofsanluis.org)

RE: Proposal for Professional Services

Dear Mayor Sanchez,

On behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to thank you for the opportunity of presenting this contract renewal to you and the City of San Luis (the City) as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

#### **OUR UNDERSTANDING**

The City of San Luis is experiencing high rates of growth and is confronting a number of significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

The General Services Administration (GSA) along with various other federal agencies have been delayed in the design and construction of the necessary modernizations to the San Luis I port of entry. Additionally, there are various transportation and other related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, will be able to traverse through the community. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

## OUR PROPOSAL

RAI-N, by working with you and the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. In particular, there are a number of key infrastructure projects under way or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the region. Some of the projects are of an immediate nature and others will gain greater relevance in the long-run but all have to be considered as part of a broader economic development strategy for the region.

Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

- The San Luis I Border Station Reconfiguration Projec;
- The San Luis Rio Colorado I Border Station Reconfiguration Project;
- The operations at the San Luis II border station;
- Others as they become better defined or as determined appropriate for consideration.

Among the various areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that our efforts to achieve the following:

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;
- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;
- Facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”);
- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects;
- More as determined appropriate by the City in consultation with RAI-N.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;
- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference;

#### PROFESSIONAL STAFFING

I will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N. In attachment #1 you will find a copy of a brief personal biography.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

#### OUR FEES AND EXPENSES

RAI-N will require an annual retainer of \$25,000 to be paid in 12 equal payments of \$2,083.33. We have found that this approach results in a more cost-effective and efficient use of time for our clients rather than the traditional charge on a per-copy, per-fax or any other function on an itemized basis. **The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.**

Additionally, the City will cover all travel related and out of pocket expenses including lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, the mileage RAI-N will adhere to the federal mileage reimbursement

rate, as provided by the US General Services Administration, of \$0.575/mile as of the date indicated on this document.

RAI-N will request prior verification, either in hard copy, telefax or via electronic mail in order to incur any expenses in excess of \$100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

### **GENERAL TERMS AND CONDITIONS**

The duration of this agreement shall be for the duration of the Fiscal Year 2015-2016. At the conclusion of that year the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing or all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

RAI-N adheres to the strictest standards of ethics and professional behavior and provides professional services based on commonly accepted business principles, terms and standards, unless otherwise indicated.

**It is our practice to hold any and all information provided to us by our clients as confidential.**

RAI-N will act as an independent contractor to you and the City and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

**This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.**

### **Confidentiality of Information; Disclosure**

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, California, and New Mexico and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information to be treated as either private commercial trade secret information or as private work product information of RAI-N.

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

**CONCLUSION**

We believe that our direct experience in projects on the border, our ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will be a value-added member of the City’s leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about working with you in this very unique project and we thank you for the consideration that you give to this proposal.

Respectfully,  
FOR RAMÍREZ ADVISORS INTER-NATIONAL, LLC

Luis E. Ramirez Thomas, MSFS  
President

**FOR THE CITY OF SAN LUIS**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT #1**  
Professional Biography

**LUIS E. RAMÍREZ THOMAS, MSFS**

Luis is the President of Ramírez Advisors Inter-National, LLC (RAI-N). He has over 25 years of experience on US-Mexico border infrastructure projects, North American relations, international business, negotiations, economic development, and industrial site selection, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Most recently, Luis was the International Business Advisor for Lewis and Roca, LLP, in Phoenix, Arizona. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start up of operations, including market research, site selection, negotiations, vendor selection, economic development incentives, strategic partner identification, government relations and procurement and project management.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for *Mexico: Location Strategies and Implementation*, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director, the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the Southern California region of Deloitte & Touche.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the US-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in the San Luis Rio Colorado, Sonora region. These projects entailed extensive work with Mexican and US Federal regulatory agencies and state and local governments.

Luis was recently completed 6 years as a member of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border with Mexico. Luis also recently completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal task

force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chairs the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, Federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing and many others. He also helped represent the organization's key positions such as the supporting of the creation of the Department of Homeland Security.

Luis recently completed 4 years of service on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis will be involved in the coordination of efforts on Arizona-Sonora transportation issues and make annual reports and recommendation to the Arizona legislature on environmental, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry commercial traffic between Arizona and Mexico.

Luis sits on the Board of Directors of the Arizona Hispanic Chamber of Commerce, the Isaac School District Foundation and Friends of Public Radio Arizona. He also serves on the Board of Advisors for the West Valley Child Crisis Center. He has served on multiple boards including the Latin American Art Alliance at the Phoenix Art Museum, the Arizona-Mexico Commission, the SETIF Oversight Committee, the Governor's Canamex Task Force, the BTA Foundation, the US-Mexico Chamber of Commerce-California Chapter, World Trade Center Arizona, the National Law Center for Inter-American Free Trade among various others.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude. He majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He also earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe, where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. E.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Geraldine Gutierrez, Asst. to Council/PIO, City Council

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for fiscal year 2015-2016. **(Robert A. Eads, City Manager)**

#### SUMMARY:

**Service:** Yuma Metropolitan Planning Organization (YMPO) provides regional transportation planning services through the cooperative efforts of the YMPO members. The members are the cities of San Luis, Somerton, Wellton, and Yuma and the County of Yuma, and the Cocopah Tribe. Federal funding for development of transportation infrastructure in our region is channeled through YMPO. Services include the the work of Unified Planning Work Program and the Rural Transportation Liaison.

**Amount:** The City of San Luis has paid dues to YMPO in the past and has already budgeted funds in the amount of \$11,800.00 for the Fiscal Year 2015-2016 ending June 30, 2016. The dues were set at \$11,715.75, which is under the budgeted amount.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO PAY THE YUMA METROPOLITAN PLANNING ORGANIZATION DUES IN THE AMOUNT OF \$11,715.75 FOR THE FISCAL YEAR 2015-2016.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$11,715.75

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No Transfer Required

**ACCOUNT #/REMAINING BALANCE:**

100-110-80000-Contractual  
Services/Remaining balance  
\$375,962.00

**FISCAL IMPACT STATEMENT:**

Account No: 100-110-80000, City Counsel Contractual Services. The dues amount is budgeted for fiscal year 2015-2016.

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**Attachments**

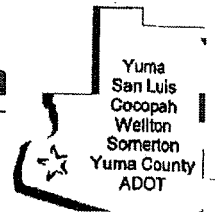
YMPO Agreement 9/9/2015

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# Yuma Metropolitan Planning Organization

502 S. Orange Ave.  
Yuma, Arizona 85364  
www.ympo.org

Phone: (928) 783-8911  
Fax: (928) 329-1674



*Local Governments and  
Citizens Working Together*

March 9, 2015

Mr. Robert Eads  
City Manager  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

RE: FY 2016 Unified Work Program and Budget

Dear Mr. Eads:

The City of San Luis's local match requirement as per the Yuma Metropolitan Planning Organization's FY 2016 Unified Planning Work Program and Budget is included Eleven Thousand Seven Hundred Fifteen Dollars and Seventy-Five Cents, (\$11,715.75). The amount includes the Rural Transportation Liaison dues.

The Yuma Metropolitan Planning Organization is requesting City of San Luis to include the above amount into your upcoming FY 2016 budget.

**FY 2016 YMPO Entity Dues \$11,715.75**

Yuma Metropolitan Planning Organization will bill entity dues on an annual basis on July 1, 2015. If you have any questions, please feel free to contact me at 928-783-8911.

Sincerely,

A handwritten signature in black ink that reads "Charlene FitzGerald". The signature is written in a cursive style.

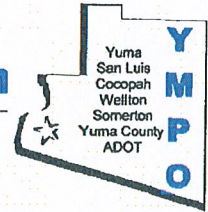
Charlene FitzGerald  
Executive Director  
Yuma Metropolitan Planning Organization

cc: Maria Ramos, Chairwoman Yuma Metropolitan Planning Organization  
Mayor Gerado Sanchez, City of San Luis

# Yuma Metropolitan Planning Organization

502 S. Orange Ave.  
Yuma, Arizona 85364  
[www.ympo.org](http://www.ympo.org)

Phone: (928) 783-8911  
Fax: (928) 329-1674



*Local Governments and  
Citizens Working Together*

March 9, 2015

RE: YMPO Member Dues

Dear Executive Board Members,

YMPO appreciates your continued support of our organization and we are still striving to get a premier planning organization in place. This is a continuous goal.

We understand everyone has needs and the budget time is near again. YMPO continues to support the Federal programs and transportation needs in the community. To spend Federal dollars we continue to need local match in your member dues for YMPO.

YMPO does use the County and TAC members as in-kind match but more than ever before we will need to continue the cash match. YMPO reduced the amount of funding for each based on the attached Option C. This is the dollar amount required for the Federal dollars we collect. We have added a category of 5310 funds for supporting our Mobility Management efforts as required by FTA, in the amount of \$106,101 with a portion going to Saguaro and the YMPO operations and salaries. These funds require a cash match of 20 percent.

YMPO is responsible for our main document of Long Range planning. This next update is to be done and approved by October 1, 2017. YMPO had been told they could not carryforward funding in the past few years by ADOT and FHWA. Now, after asking to pool funding with other MPO's or a strategy to answer "How do we pay for our Long Range Transportation Plan?" we are going to be allowed to allocate those carry forward funds to the task for the LRTP.

Unfortunately, YMPO will not have but a small amount to carryforward every year. We have cut costs and lowered your dues, however, we will need to use our local dues to fund the Long Range Plan 2018-2041. We are using in-kind match for our Federal dollars in the entire UPWP program. It was suggested we use our STP program dollars to complete the LRTP by the MPO/COG planner meeting with ADOT. As the Director, I do not plan to take that option.

In future years, we will have to fund our LRTP and all unallowable costs with local dues and the small amount of carry forward from our UPWP and budget. With option C in the attached spreadsheet, we will collect \$140,000 by 2018 (2 years of dues). We will have to use our reserve, interest earned, and this year's match to be able to come up with the funding for a consultant to complete the LRTP.

YMPO will do most of the work in house and utilize the local agencies GIS groups, Community Development planners, and the YMPO TAC to collect the necessary data. I have already sent our transportation model to ADOT to update and request them to include transit in our model. We will work with the agencies to get current land use and growth, CIP's, and funding data. We will need to hire a consultant to complete the project priorities and run the Air Quality model for conformity.

The amount of local dues or federal funding above does not account for increased expenses incurred for the operations of the YMPO or salary increases of the YMPO employees. Without any revenues or sources or increase in federal funding we will not be able to request any cost of living or performance raises. If you recall, I had reduced our local dues from \$180,000 to the \$70,000 in 2014. This was calculated based on the funding levels at that time.

I am requesting that the funding dues increase to account for the 5310 funding program match amount. While we know we will need to manage our budget and continue to be frugal, we also realize that there are additional burdens on the Cities, Towns, and Counties. Therefore, I am not requesting to return to the original dues amount the entities owed since the creation of the YMPO.

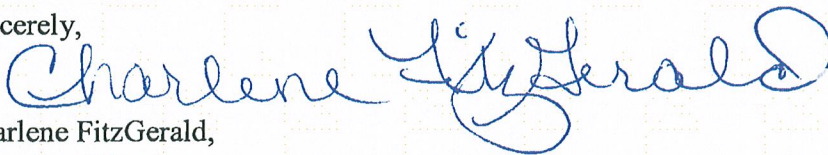
It is bitter sweet to have to fund the plan with local dues and expect no additional funding from ADOT's PARA program or other sources. I do believe ADOT is trying everything in their power to assist in supporting our transportation planning, but are also strapped to their limit while helping Rural Arizona in the PARA program with projects.

On another funding allocation, we have heard there is a suggestion to combine the STP program of each Rural MPO/COG, and we would get one large project utilizing the rural pot of funding in the amount of \$9,200,000. That would mean we would get a project about every 10 years when it is our turn. Again, this option does not allow us to use STP funding to do local projects or use STP funds to complete the LRTP or any other traffic studies, until that turn comes to YMPO. We are discussing this issue at the MPO/COG Director meeting at the Roads and Streets conference in April and I will continue to update you.

I wanted to alert everyone to the needs of funding the Long Range Transportation Plan and to understand we have cut our budget over \$180,000 in the past few years, and have reduced to 1/3 of the historical local dues amounts collected. We are now at a pinch and feeling the pain. We will try to retain the current staffing level and monitor the other programs for options.

Please let me know if you would like a presentation or need further information for your budgeting process to include the current levels of YMPO dues.

Sincerely,



Charlene FitzGerald,  
Executive Director

**2016 LOCAL CONTRIBUTIONS**

FHWA and FTA funding	<b>MATCH</b>	<b>OLD</b>
10000		<b>0 ADEQ</b>
175000		<b>35000 SPR</b>
292600		<b>16678.2 PL</b>
86363		<b>17272.6 5303</b>
	<b>\$ 68,950.80</b>	

	<b>FHWA and FTA fur</b>	<b>MATCH</b>	<b>NEW</b>
		<b>10000</b>	<b>0 ADEQ</b>
New funding source		<b>106101</b>	<b>21220.2 5310</b>
		<b>175000</b>	<b>35000 SPR</b>
		<b>292600</b>	<b>16678.2 PL</b>
		<b>86363</b>	<b>17272.6 5303</b>
		<b>\$ 90,171.00</b>	

**STAFF IS RECOMMENDING LOCAL CONTRIBUTIONS OPTION C BE REVISED TO MATCH CURRENT FEDERAL SPENDING LEVELS**

	OLD HISTORICAL				NEW		2010 census		CENSUS	
	Option A	Option C	Option C	Savings for each compared 20 Entity opion C	PER CAPITA 2013	PER CAP2014	pop %	pop %	POPULATION	POPULATION
	Annual	Annual 2015	Annual 2016		OLD 2013	NEW				
City of Yuma	\$ 77,843.00	\$ 32,610.59	\$ 42,646.78	35,196.22	0.83	0.04	47.30%		93,260	
Cocopah	\$ 927.00	\$ 358.42	\$ 468.72	458.28	0.90	4.06	0.52%		1,025	
City of San Luis	\$ 19,156.00	\$ 8,958.65	\$ 11,715.75	7,440.25	0.75	0.16	12.99%		25,620	
Somerton	\$ 8,009.00	\$ 5,006.63	\$ 6,547.46	1,461.54	0.56	0.29	7.26%		14,318	
Wellton	\$ 1,718.00	\$ 1,008.11	\$ 1,318.36	399.64	0.60	1.45	1.46%		2,883	
Yuma County	\$ 56,472.00	\$ 21,008.41	\$ 27,473.93	28,998.07	0.94	0.07	30.47%		60,080	
	<b>\$ 164,125.00</b>	<b>\$ 68,950.80</b>	<b>\$ 90,171.00</b>	<b>73,954.00</b>					<b>100.00%</b>	<b>197,186</b>
COY Traffic Counts	9608.00	\$ 9,608.00	\$ 9,608.00							
Total	<b>\$ 173,733.00</b>	<b>\$ 78,558.80</b>	<b>\$ 99,779.00</b>							
MPO ONLY										

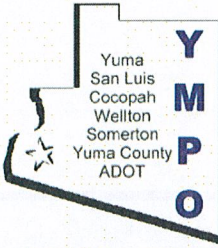
**BANK INFORMATION**

85,520.82	Wells Fargo General Account Balance
45,395.34	Wells Fargo Payroll Account Balance
<b>1,116,773.24</b>	<b>YMPO Yuma County Treasure Account Balance</b>
<b>1,247,689.40</b>	<b>Total Cash Account Balance as of 12/31/2014</b>

**RECONCILED BANK BALANCE AS OF 12/31/2014**

(outstanding A/R for Oct, Nov, Dec not Included)





**EXECUTIVE BOARD  
REGULAR MEETING AGENDA**

*Local Governments & Citizens Working Together*

**EXECUTIVE BOARD & Executive Session  
Regular Meeting  
Thursday, March 26, 2015  
1:30 PM**

**City of Yuma  
City One Plaza  
Yuma, Arizona 85364**

**YMPHO EXECUTIVE BOARD** **REVISED** **Items VII, VIII, IX, & X**

- |   |   |
|---|---|
| <p>Chairwoman<br/>Vice-Chairman<br/>Treasurer<br/>Member<br/>Member<br/>Member<br/>Member<br/>Member<br/>Member</p> | <p>Maria Ramos, Councilmember, City of San Luis<br/>Cody Beeson, Deputy Mayor, City of Yuma<br/>Russell "Russ", Clark, Board of Supervisors, Yuma County<br/>Cecilia McCollough, Mayor, Town of Wellton<br/>Greg Ferguson, Board of Supervisors, Yuma County<br/>Gary Knight, Councilmember, City of Yuma<br/>J. D. Begay, Jr., Cocopah Indian Tribe<br/>Martin Porchas, Mayor, City of Somerton<br/>Paul Patane, Yuma District Engineer, ADOT<br/>Edward Thomas, Councilmember, City of Yuma</p> |
|---|---|

A REGULARLY SCHEDULED MEETING OF THE YUMA METROPOLITAN PLANNING ORGANIZATION EXECUTIVE BOARD WILL BE HELD AT **1:30 P.M., THURSDAY, March 26, 2015 AT THE CITY OF YUMA, CITY ONE PLAZA, ROOM 190, ARIZONA 85364.** TO DISCUSS, CONSIDER, AND/OR TAKE ACTION WITH RESPECT TO THE TOPICS LISTED BELOW.

- I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- II. ROLL CALL ATTENDANCE**
- III. CALL TO THE PUBLIC:** This item is to provide an opportunity for presentation of comments by the public on subjects *not on the agenda*. Individuals wishing to address the Board need not request permission in advance and are limited to three (3) minutes.
- IV. CONSENT AGENDA** .....DISCUSSION/ACTION
  - A. EXECUTIVE BOARD MINUTES FOR February 26, 2015 MEETING.**
  - B. EXPENDITURE REPORT February 2015**  
Staff is requesting the approval of the consent agenda for February 26, 2015 Executive Board Minutes and requesting an acknowledgement of receipt of February 2015 Draft Expenditure Reports. The TAC special Minutes and TAC Minutes are attached as a courtesy with no action required.
- V. RURAL TRANSPORTATION ADVOCACY COUNCIL (RTAC)**  
(Kevin Adam).....DISCUSSION
- VI. WIFI TECHNOLOGY**  
(Sarah King, Control Technology, remotely).....DISCUSSION

- VII. TRANSPORTATION IMPROVEMENT PROGRAM – AMENDMENT #5**  
 (Charles Gutierrez, Senior Planning Manager).....DISCUSSION/ACTION  
 Staff is requesting the approval of the TIP-Amendment #5 as approved the YMPO TAC.
- VIII. 2015 UPWP and BUDGET-Revised Amendment #2**  
 (Charlene FitzGerald, YMPO).....DISCUSSION/ACTION  
 Staff is requesting approval of the revised 2015 UPWP and Budget
- IX. 2016 UPWP and Budget**  
 (Charlene FitzGerald, YMPO).....DISCUSSION/ACTION  
 Staff is requesting approval of the 2016 UPWP and Budget to include changes and corrections as redlined in the draft UPWP amendment and outlined in the staff report.
- X. INCREASE LOCAL DUES**  
 (Charlene FitzGerald, MPO).....DISCUSSION/ACTION
- XI. EXECUTIVE DIRECTOR’S REPORT / SUMMARY OF CURRENT EVENTS / BOARD MEMBER REPORTS & COMMENTS**
- A. STAFF REPORTS
  - B. TAC MINUTES
  - C. CONFERENCE UPDATES
  - D. I-11 CORRIDOR STUDY
  - E. MPO/COG DIRECTOR/PLANNER MEETINGS
  - F. RTAC
  - G. BORDER PROJECTS-ECONOMIC DEVELOPMENT AND TRANSPORTATION
  - H. STRATEGIC REGIONAL SAFETY PLAN
  - I. RURAL TRANSPORTATION SUMMIT 2015
- XII. POSSIBLE FUTURE AGENDA ITEMS**
- A. PERSONNEL PROCEDURE - APRIL
  - B. YMPO REGIONAL STRATEGIC TRANSPORTION SAFETY PLAN (YRSTSP) – DEC 2015
- XIII. EXECUTIVE SESSION**  
 The Board of Directors may vote to go into Executive Session during the noticed meeting Concerning any of the agenda items mentioned above. If authorized by the requisite vote of the Directors, the Executive Session will be held immediately after the vote and will not be open to the public. The Executive Session, if held, will be at the same meeting location set forth above. The discussion may relate to personnel, public records, confidential legal advice or counsel, litigation, real estate or other matters permitted pursuant to A.R.S. §§ 38-431.03(A)(1)-(7). The Chair or other presiding officer shall instruct the persons present at the Executive Session regarding the confidentiality requirements of the Open Meeting Laws.
- XIV.RECONVENE TO PUBLIC MEETING**
- XV. PROGRESS REPORTS**
- A. **Executive Director Workshop with FHWA and ADOT**, February 23, Charlene FitzGerald attended
  - B. **Joint Planning Advisory Council (JPAC) Meeting**, February 24, Charlene FitzGerald attended
  - C. **YMPO Executive Board Meeting**, February 26, Charlene FitzGerald, Mark Teuscher, Charles A. Gutierrez, and Vivian Hunter attended

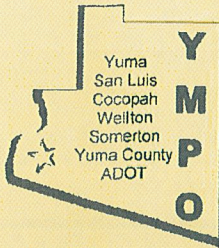
- D. **Chamber of Commerce**, February 26, Charlene FitzGerald and Charles Gutierrez attended
- E. **MCAS Airshow**, February 28, Charlene FitzGerald, Charles Gutierrez, and Gordley Group attended
- F. **Congressional Briefing**, March 2, Charlene FitzGerald attended
- G. **UPWP Work Plan Review with FHWA, ADOT, and FTA**, March 3, Charlene FitzGerald, Charles Gutierrez, and Vivian Hunter attended
- H. **YRSTSP Public Involvement in San Luis**, March 4, Charlene FitzGerald and Charles A. Gutierrez attended
- I. **YRSTSP Public Involvement Yuma County Library**, March 5, Charlene FitzGerald and Charles A. Gutierrez attended
- J. **COG-MPO Meeting**, March 6, Charlene FitzGerald and Charles A. Gutierrez participated
- K. **Fundamentals of Transportation Data**, March 10, Mark Teuscher participated
- L. **New Board members overview**, March 10, Charlene FitzGerald attended
- M. **San Luis II POV Project Presidential Permit, Traffic Projections and Revenue Study, Environmental, and Feasibility Study**, March 11, Charlene participated
- N. **Conference Call to ADOT Modeler Group**, Charles A. Gutierrez participated
- O. **YMPO Technical Advisory Committee**, March 12, Charlene FitzGerald and Charles A. Gutierrez attended
- P. **YMPO LRTP Update Meeting**, March 12, Charlene FitzGerald and Charles A. Gutierrez attended
- Q. **CTS Meeting**, March 16, Charles A. Gutierrez and Mark Teuscher participated
- R. **HPMS**, March 16, Charles A. Gutierrez attended
- S. **US-Mexico JWC**, March 18 -19, Charlene FitzGerald attended
- T. **City of Yuma Traffic Engineering**, March 18, Charles A. Gutierrez attended
- U. **COC Transportation Committee Meeting**, March 19, Mark Teuscher participated
- V. **New Civil Right / Title VI Plan**, Mach 19, Mark Teuscher attended
- W. **Custom Reporting for Human Resources, ADP**, March 20, Vivian Hunter participated
- X. **Project Updates**, March 24, Charlene FitzGerald attended
- Y. **Personnel Procedures**, March 24, Charlene FitzGerald attended

## **XVI. ADJOURNMENT**

**Notice:** In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO 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 YMPO programs, activities, or services, contact Charlene FitzGerald at 928-783-8911.

### **Future meeting locations:**

See attached for  
 dates: all meetings  
 will be held in  
 Yuma City Hall,  
 room 190 in 2015



**EXECUTIVE BOARD  
REGULAR MEETING MINUTES**

*Local Governments & Citizens Working Together*

**EXECUTIVE BOARD & Executive Session  
Regular Meeting  
Thursday, March 26, 2015  
1:30 PM**

**City of Yuma  
City One Plaza  
Yuma, Arizona 85364**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Executive Board Meeting called to order at 1:30pm. Councilmember Gary Knight declares all five votes for City of Yuma.

**II. ROLL CALL ATTENDANCE**

**YMPO EXECUTIVE BOARD**

Chairwoman	Maria Ramos, Councilmember, City of San Luis
Treasurer	Russell "Russ" Clark, Board of Supervisors, Yuma County
Member	Vickie Bornt, Mayor Pro Tem, for Cecilia McCollough, Mayor of Wellton
Member	Greg Ferguson, Board of Supervisors, Yuma County
Member	Gary Knight, Councilmember, City of Yuma
Member	J. Deal Begay, Cocopah Indian Tribe
Member	Martin Porchas, Mayor, City of Somerton
Member	Paul Patane, Yuma District Engineer, ADOT

**YMPO EXECUTIVE BOARD MEMEBERS ABSENT**

Vice-Chairman	Cody Beeson, Deputy Mayor, City of Yuma
Member	Edward Thomas, Councilmember, City of Yuma

**YMPO STAFF PRESENT**

Executive Director	Charlene FitzGerald
Senior Planning Manager	Charles Gutierrez
Accountant II	Vivian Hunter

**ADDITIONAL ATTENDEES**

Kevin Adam	RTAC
Gene Dalbey	YRBC
Bruce Bartholomew	ADOT

### **III. CALL TO THE PUBLIC:**

No items were presented.

Executive Director requested to move Item VI after Item III because the presentation was via teleconference, and the presenter, Sarah King of Control Technology, was waiting on the line. Chairwoman Maria Ramos granted the request.

### **IV. CONSENT AGENDA**

- A. EXECUTIVE BOARD MINUTES FOR FEBRUARY 26, 2015 MEETING
- B. EXPENDITURE REPORT FEBRUARY 2015

#### **MOTION:**

Supervisor Russ Clark motioned to approve consent agenda items as presented. Councilmember Gary Knight seconded the motion.

#### **VOTE:**

The vote on motion was unanimous. .

### **V. RURAL TRANSPORTATION ADVOCACY COUNCIL (RTAC)**

Kevin Adam, Rural Transportation Advocate, provided the Executive Board with both Legislative and Federal updates.

The structure of deficit has been addressed predominately through a combination of funding cuts and funding sweeps and has affected the different state agencies fairly across the board.

With respect to transportation, the recent trend of reducing funding rate transfers to DPS has ceased this year; consequently leaving less funding for ADOT and local road systems. Revenues are not expected to be raised with the current Legislature, so it is very likely that private sector groups will begin to organize and coordinate in hopes of placing a ballot measure in November 2016.

Mr. Adams encouraged Executive Board members to elevate the level of infrastructure needs by raising awareness with the public and colleagues.

### **VI. WIFI TECHNOLOGY**

*Discussed after Item III*

Sarah King of Control Technology presented via webinar how technological equipment can be used to collect data and displayed various sample reports. Executive Board Committee members expressed concern on powering the devices used in collecting data. Executive Director Charlene FitzGerald emphasized that the focus is on whether the WIFI Technology can deliver usable data or not. – Power Point Presentation attached

Executive Board Member Paul Patane arrived at 1:46 P.M.

### **VII. TRANSPORTATION IMPROVEMENT PROGRAM – AMENDMENT #5**

Executive Director Charlene FitzGerald introduced Senior Planning Manager Charles A. Gutierrez to present the Transportation Improvement Program (TIP) Amendment #5

and highlight the changes. Mr. Gutierrez explained that the SOM-TE-02 Somerton Main St: Bingham Ave to Somerton Ave Transportation Alternative (TA) Project came in under bid at a savings of \$141,142. The YMPO TAC recommended that \$68,973 be applied towards the FY'16 Loan for ADOT and the remaining \$72,169 be applied to the work program. The \$72,169 STP Funds will be placed in the T-600 Long Range Transportation Plan and will be applied to the LRTP 2018-2041.

**MOTION:**

Supervisor Greg Ferguson motioned to approve the Transportation Improvement Program – Amendment #5  
Mayor Martin Porchas seconded the motion.

**VOTE:**

The vote on the motion was unanimous.

**VIII. 2015 UPWP and BUDGET – Revised Amendment #2**

Executive Director Charlene FitzGerald requested to the Executive Board to approve the addition of the \$72,169 STP Funds in the T-600 Long Range Transportation Plan. The STP funds will be applied to the LRTP 2018-2041. All Carryforward will be applied in funding the LRTP 2018 – 2041. In addition, Ms. FitzGerald requested to the board to change YMPO 5310 Funds from \$106,000 to \$95,000. Ms. FitzGerald also requested approval to change the YMPO match in the T-309 Transportation Coordination Budget from 90% Federal match/10% Local match portion to 80% Federal match/20% Local match.

**MOTION:**

Supervisor Greg Ferguson motioned to approve 2015 UPWP and Budget Revised Amendment #2 as presented.  
Supervisor Russ Clark seconded the motion.

**VOTE:**

The vote on motion was unanimous.

**IX. 2016 UPWP and BUDGET**

Executive Director Charlene FitzGerald requested to the Executive Board to approve the 2016 UPWP and Budget.

Supervisor Greg Ferguson asks for further explanation of the T-309 Transportation Coordination Budget and the affiliation to Saguario Foundation/Sarah Rides. Ms. FitzGerald explained, YMPO utilizes the 5310 funds for Senior Transportation Planner/Mobility Manager Mark Teuscher's salary and Mobility Management Programs. The Mobility Management program encompasses the holding of meetings, gathering of information and creating of plans such as the Regional Coordination plan presented last month. The Mobility Manager also helps plan and coordinate the Sarah rides for elderly and disabled persons using the information gathered in addition to helping Saguario Foundations monitor and obtain vehicles.

Supervisor Ferguson asks Chairwoman Maria Ramos if she can open up item X.  
Chairwoman Maria Ramos granted the request.

Supervisor Ferguson stated that the Yuma County's Administrator questioned why Yuma County was giving money to Saguaro via Local Dues. Ms. FitzGerald explained that YMPO is not *giving* money to Saguaro Foundation; however, the 5310 funds are passed through to Saguaro Foundation through YMPO. Saguaro is responsible for paying their cash match with their funds. Ms. FitzGerald further explained that YMPO is not in the public transit business as opposed to helping Saguaro Foundation plan for their mobility management commitments.

**MOTION:**

Supervisor Greg Ferguson motioned to approve 2016 UPWP Work Plan and Budget as presented.

Mayor Porchas seconded the motion.

**VOTE:**

The vote on motion was unanimous.

**X. INCREASE LOCAL DUES**

*Discussed above*

Executive Director Charlene FitzGerald requested an increase in Local Dues in order to help with the local cash match required for YMPO's portion of the 5310 Funds- Saguaro Foundation is responsible for their local match.

**MOTION:**

Supervisor Greg Ferguson motioned to approve Increase Local Dues.

Mayor Porchas seconded the motion.

**VOTE:**

The vote on motion was unanimous.

**XI. EXECUTIVE DIRECTOR'S REPORT / SUMMARY OF CURRENT EVENTS / BOARD MEMBER REPORTS & COMMENTS**

No items presented.

**XII. POSSIBLE FUTURE AGENDA ITEMS**

- A. PERSONNEL POLCIY – A.S.R.S-MAR
- B. 2016 UPWP – APRIL

**XIII. EXECUTIVE SESSION**

No items presented.

**XIV. RECONVENE TO PUBLIC MEETING**

No items presented.

**XV. PROGRESS REPORTS**

- A. **Executive Director Workshop with FHWA and ADOT**, February 23, Charlene FitzGerald attended
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- Y. **Personnel Procedures**, March 24, Charlene FitzGerald attended

## **XVI. ADJOURNMENT**

### **MOTION:**

Councilmember Gary Knight motioned to adjourn the meeting.  
Mayor Martin Porchas seconded the motion.

### **VOTE:**

The vote on motion was unanimous

Meeting adjourned at 2:55 P.M.

### **Future meeting locations:**

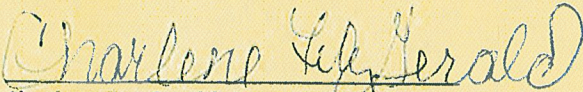
See attachment for dates: all meetings will be held in Yuma City Hall, room 190 in 2015

**Minutes prepared by:**



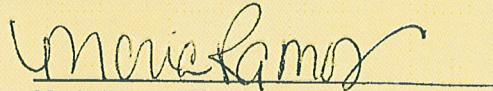
Vivian R. Hunter  
Accountant II

**Minutes reviewed to form by:**



Charlene FitzGerald, Executive Director  
Yuma Metropolitan Planning Organization

**Minutes adopted in regular session  
On April 30, 2015**



Maria Ramos, Chairwoman  
YMPO Executive Board



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. F.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Gloria Rodriguez, Legal Secretary, Attorney's Office

Action Requested:

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### ITEM:

Discussion and possible action regarding the Memorandum of Understanding with the Humane Society of Yuma for fiscal year 2015-2016. **(Robert A. Eads, City Manager)**

### SUMMARY:

**Service:** The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people.

**Amount:** The City has entered into a Memorandum of Understanding with the Humane Society of Yuma in the past and has already budgeted funds up to \$95,000.00 for services to continue until the end of the Fiscal Year 2015-2016 on June 30, 2016. Under the Memorandum of Understanding the City will pay for services as needed depending upon the number of animals and the services.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE AND CONTINUE THE MEMORANDUM OF UNDERSTANDING WITH THE HUMANE SOCIETY OF YUMA FOR FISCAL YEAR 2015-2016 FOR THE AMOUNT OF UP TO \$95,000.00.**

**Supporting information not attached to the Agenda Item**

**Review Form:**

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:**

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$95,000.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No transfer needed.

**ACCOUNT #/REMAINING BALANCE:** Account # 100-110-80000, Contracted Services \$375,962.00

**FISCAL IMPACT STATEMENT:**

Account No: 100-110-80000, City Council Contracted Services, the amount of \$95,000.00 is budgeted for Fiscal Year 2015-2016.

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**Attachments**

HSOY 2015

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HUMANE SOCIETY OF YUMA AND CITY OF SAN LUIS

For the kenneling of animals from the City of San Luis

This agreement is entered into on July 1, 2015, between the City of San Luis (COSL) and The Humane Society of Yuma. This agreement outlines the kenneling of animals collected within jurisdiction of COSL, by their Animal Control Officer (ACO), which COSL employs, in the shelter of The Humane Society of Yuma (HSOY). This agreement also outlines the fee schedule for the kenneling of animals from COSL.

1. **IMPOUNDING:** Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9a.m.-5:00 p.m. Should an animal need to be brought into the shelter after business hours, the COSL's ACO will contact our office by dialing 928-782-1621 and request a call from the HSOY officer on call. The HSOY officer and the COSL's ACO may set a time to impound the animal at the convenience of the HSOY officer. From 11 p.m. to 7 a.m. no stray or healthy animals will be impounded into the HSOY shelter.
2. **INJURED ANIMALS:** Should the COSL's ACO pick up an animal after hours that is suffering and the COSL's ACO feels the animal needs to be euthanized, the COSL's ACO will call the HSOY and ask that an HSOY's ACO be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. HSOY also reserves the right to euthanize any animal at any point during the animals hold period should it be in the best interest of the animal.
3. **STRAYS:** Any animals that enters into HSOY for impoundment by the COSL's ACO will be held as a stray or possibly owned animal. An animal will be determined to be "owned" if the animal is wearing a collar, has a microchip or has been tattooed. Should the animal not be wearing a collar, have a microchip or have a tattoo, the animal will be considered "stray". Owned animals will be held for a total of 5 business days. A stray animal will be held for a total of 3 business days. Business days are considered to be Tuesday through Saturday.
4. **CHARGES:** Impound and boarding charges will start the day the animal entered HSOY shelter. If the animal is reclaimed before 12:00 p.m. no boarding charges will incur for that day. Boarding charges will be assessed on days that the HSOY is closed (including holidays) if the animal is impounded on said days. COSL will not be responsible for any boarding or other charges beyond the 3 or 5 business day minimum.

Strays are held for three business days. If the animal is wearing a collar, is microchipped, or tattooed, it will be held for 5 business days.

5. BILLING: All bills will be sent by the 20<sup>th</sup> of every month, payment will be expected within 30 days of billing:

Dog boarding:	\$32.00 per day
Dog impound fee:	\$25.00
Cat Impound:	\$20.00
Kitten < 8 weeks:	\$5.00 per kitten
Kitten .8 weeks, 4 months:	\$10.00 per kitten
DOA Disposal fee:	\$20.00
Immediate Euthanasia fee:	\$40.00
After hours ACO call:	\$40.00

(After hours: 9 p.m. to 7 a.m. for an emergency euthanasia. COSL will be charged an immediate euthanasia fee plus an additional after hours ACO fee (\$80.00). All invoices will be sent by the 20th of each month. All impound and boarding fees collected will be returned to COSL.

6. BITES: All animals that enter into the facility with a bite issue will be quarantined for the required ten days. The initial report will be done by the COSL's ACO and will be closed by the COSL's ACO. The HSOY staff will clear each bite animal and notify the COSL's ACO once the quarantine is completed. Each bite animal admitted to the HSOY will have a "one day" form signed. HSOY will provide the form.

Either party may terminate this agreement with 30 days' notice without cause. The signatures below indicated approval of this agreement.

HUMANE SOCIETY OF YUMA

CITY OF SAN LUIS

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Annette Lagunas  
Executive Director

---

Robert Eads  
City Manager



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. G.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Gloria Rodriguez, Legal Secretary, Attorney's Office

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry, for fiscal year 2015-2016(**Robert A. Eads, City Manager**)

#### SUMMARY:

**Service:** Gethsemani Food Ministry provides, free of charge, food to needy persons in the City of San Luis.

**Amount:** The City has entered into agreement with Gethsemani Food Ministry in the past and has already budgeted \$3,000.00 for food to needy persons in the City of San Luis until the end of the Fiscal Year 2015-2016 on June 30, 2016.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH GETHSEMANI FOOD MINISTRY FOR FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$3,000.00.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$3,000.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No Transfer Needed

**ACCOUNT #/REMAINING BALANCE:** Account # 100-110-80007-Sponsorships/Pledges/Remaining Balance \$50,650.00

#### FISCAL IMPACT STATEMENT:

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount is budgeted for fiscal year 2015-2016.

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#### Attachments

Agreement 2015

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## AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (“City”), and Gethsemani Food Ministry, 1011 B Street, P.O. Box 2067, San Luis, AZ 85349, (“Food Ministry”).

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The City agrees to pay to Food Ministry the sum of \$3,000.00 (THREE THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.
2. Between July 1, 2015 and June 30, 2016, Food Ministry promises to deliver food to needy persons within the City limits of City at least once a week and to do so free of charge to said needy persons.
3. Food shall be distributed to all qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.
4. Distribution of food shall at all times conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.
5. Indemnification. Food Ministry agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by Food Ministry. Food Ministry’s obligations under this paragraph shall survive expiration or termination of this agreement.
6. General Provisions.
  - A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Food Ministry 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. Attorney’s Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney’s fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorney’s 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 City and Food Ministry. 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 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. § 35-511.
- K. Reformation. Should any term, provision, covenant or condition of the 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 extend, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
  
- N. No Personal Liability. No member, official or employee of the City shall be personally liable to Food Ministry, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Food Ministry or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.
  
- O. Employment Eligibility. Food Ministry hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related 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 penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Food Ministry and any contractor or subcontractor employee of Food Ministry to ensure that Food Ministry and any of its contractors or subcontractors are compliant with this warranty.
  
- P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.
  
- Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party to this agreement has caused it to be executed on the day and year first above written.

Gethsemani Baptist Church, Gethsemani,  
Food Ministry

City of San Luis

By: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Eads, City Manager



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. H.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Gloria Rodriguez, Legal Secretary, Attorney's Office

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for fiscal year 2015-2016. **(Robert A. Eads, City Manager)**

#### SUMMARY:

**Service:** Amberly's Place provides a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department on a twenty-four (24) hours per day, seven (7) days per week basis.

**Amount:** The City has entered into agreements with Amberly's Place, Inc. in past years and has already budgeted funds in the amount of \$39,000.00 for services to continue until the end of the Fiscal Year 2015-2016 on June 30, 2016.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH AMBERLY'S PLACE, INC. FOR FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$39,000.00.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** 39,000.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No Transfer Required

**ACCOUNT #/REMAINING BALANCE:** Account# 100-110-80000, Contracted Services / Remaining Balance  
\$375,962.00

**FISCAL IMPACT STATEMENT:**

Account # 100-110-80000, City Council's Contracted Services. Contract amount of \$39,000.00 is budgeted for Fiscal Year 2015-2016.

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**Attachments**

Amberly's Place Agreement 2015

2015/2016 Funding Report

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## AGREEMENT

THIS Agreement is entered into by and between the CITY OF SAN LUIS, AZ a municipal corporation of the State of Arizona, hereinafter called CITY, and AMBERLY'S PLACE, INC., a non-profit organization hereinafter called AMBERLY'S PLACE.

WHEREAS, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault and child victim crimes; and

WHEREAS, AMBERLY'S PLACE provides a great service within the City of Yuma and is vital to the health and welfare of Yuma's citizens; and

WHEREAS, the CITY is desirous of supporting AMBERLY'S PLACE; and

NOW, THEREFORE, the parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

### **I. AMBERLY'S PLACE AGREES TO PERFORM THE FOLLOWING:**

A. On a twenty-four (24) hours per day, seven (7) days per week basis provide a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department.

B. Coordinate with the San Luis Police Department to provide medical exams for child abuse and sexual assault victims.

C. Provide access to a victim friendly center (AMBERLY'S PLACE) for all victims of sexual assault, domestic violence, and child victim crimes.

D. Seek grants and corporate sponsorships to improve and expand available services.

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Non-profit Corporations and shall separately account for all funds provided by the CITY pursuant to this Agreement.

F. Annually provide the CITY with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereof for AMBERLY'S PLACE. In the event of any change of officer and/or director, bylaws or articles of incorporation, AMBERLY'S PLACE shall also provide notice of said change within thirty (30) days thereafter. All documentation required herein shall be reviewed by AMBERLY'S PLACE Board of Directors prior to submission and shall be filed with the City Administrator within thirty (30) days after the end of the period stated. The required reports and records are set forth as follows:

1. Quarterly records of revenue and disbursements of monies received from the CITY, and

2. A semiannual status report regarding monies received for the CITY. The report shall contain analytical memoranda which:

- (a) Lists travel activities;
- (b) Lists capital expenditures;
- (c) Describes results of activities and expected achievements;
- (d) Describes program effectiveness;

G. The City Administrator may also require AMBERLY'S PLACE to provide a brief monthly statement or status report in an agreed-upon form.

H. In order to assess the impact of the efforts of the AMBERLY'S PLACE, the CITY shall evaluate AMBERLY'S PLACE'S performance relative to the performance criteria set forth herein. And additional information desired by the CITY which is relevant and necessary to the CITY'S evaluation shall be made available by AMBERLY'S PLACE.

**II. THE CITY SHALL PROVIDE THE FOLLOWING:**

A. Provide funds as directed by the CITY Council to AMBERLY'S PLACE for the amount hereinafter provided, unless terminated as provided herein, that amount which is provided in the annual budget of the City. Such sum is to be disbursed on a monthly basis.

B. The method of payment shall be as follows:

- 1. The AMBERLY'S PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal expenditures for the actual expenditures to date.
- 2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLY'S PLACE, excepts as provided in subsection C.

C. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:

- 1. AMBERLY'S PLACE'S failure to render acceptable services as stated in the performance criteria of Section I. The City Administrator, or designee, shall investigate and monitor the quality of AMBERLY'S PLACE'S services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall

notify AMBERLY'S PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLY'S PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLY'S PLACE'S services are acceptable will be the CITY'S exclusive decision.

2. AMBERLY'S PLACE'S failure to supply information, records or reports as required.
3. AMBERLY'S PLACE'S failure to comply with documentation requirements or accounting procedures.
4. AMBERLY'S PLACE'S failure to allocate money received from the CITY for the purpose described herein.

### **III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:**

- A. The term of the Agreement shall be for one year commencing on July 1, 2015 and ending on June 30, 2016.
- B. The CITY agrees to pay AMBERLY'S PLACE as follows:
  1. The amount of \$39,000.00 for services to be provided by AMBERLY'S PLACE pursuant to this Agreement during City fiscal year 2015/2016.
- C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the CITY.
- D. AMBERLY'S PLACE may request and receive, as available, from the Purchasing Division of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.
- E. Renewal of this Agreement beyond the current agreement will be contingent upon AMBERLY'S PLACE performance hereunder. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I. of this Agreement, this Agreement may not be renewed by the City Council.
- F. Nothing herein shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided in addition to those provided hereunder, upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

#### **IV. TERMINATION**

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

- A. With cause, by providing ninety (90) day notice to AMBERLY'S PLACE. Prior to such termination, the CITY shall notify AMBERLY'S PLACE of the specific grounds for termination and provide a reasonable time for remedial action by AMBERLY'S PLACE. In no event shall such time to remedy exceed ninety (90) days.
- B. By mutual written consent of both parties hereto.
- C. For breach or default by AMBERLY'S PLACE of any of its obligations set forth herein.

#### **V. INDEMNIFICATION:**

To the fullest extent permitted by law Amberlys Place shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of Amberlys Place, or anyone directly or indirectly employed by Ambarly's Place for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder, whether authorized by Amberly's Place or not, including theft by Amberly's Place or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement,

#### **VI. INSURANCE**

AMBERLY'S PLACE shall, at AMBERLY'S PLACE'S expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products. completed operations. Liability limits shall be no less than \$1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the CITY. The CITY shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy of policies shall be canceled by the insurance company or AMBERLY'S PLACE during the term of this Agreement, AMBERLY'S PLACE and insurance company shall provide thirty (30) days written notice to the effective date of such cancellation or termination to the CITY

#### **VII. GENERAL CONDITIONS:**

- A. Nondiscrimination. AMBERLY'S PLACE shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with

Disability Act of 1990. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contracts entered into for performance of AMBERLY'S PLACE'S obligations under this Agreement.

B. Financial Review.

1. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.
2. If the CITY desires a financial audit by a certified public accountant of the AMBERLY'S PLACE'S financial records to verify use of the CITY funds according to the terms and audit. AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY and are entitled to a copy of any resulting reports that are received by the CITY.

C. Compliance with Law. AMBERLY'S PLACE shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contract entered into for performance of AMBERLY'S PLACE obligations under this contract.

D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

E. Attorney Fees and Costs. In the event any action, suit proceedings is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to. witness fees, court costs, and reasonable attorney fees.

F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintain in any court of competent jurisdiction in the County of Yuma, State of Arizona.

H. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Agreement.

I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. Integration. This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal, agent, officer, or member of the other.

L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided on this Agreement, any consent to delay in the performance of AMBERLY'S PLACE of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.

M. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement.

N. Conflict of Interest. This contract shall be subject to the Conflict of interest provisions of A.R.S. § 38-511, as amended.

O. Notices. All notice, demands or other communications given hereunder shall be in writing and shall be deemed to have duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

TO CITY:  
City of San Luis  
ATTN: City Manager  
1090 East Union Street  
P.O. Box 1170  
San Luis, AZ 85349

Amberly's Place, Inc.  
1350 West Colorado Street  
Yuma, AZ 85364

P. Compliance With A.R.S. § 23-214.

A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City and Amberly's Place will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. Both the City and Amberly's Place hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

I. Sudan and Iran.

Pursuant to A.R.S. § 35-393.06, the parties hereto certify that they do not have a scrutinized business operation, as defined in A.R.S. Sec. 35-391(15), in either Sudan and/or Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

CITY OF SAN LUIS, a municipal corporation

Amberly's Place, Arizona non-profit corporation

\_\_\_\_\_  
Robert Eads, City Manager

\_\_\_\_\_  
Executive Director

ATTEST:

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

APPROVED AS TO FORM:

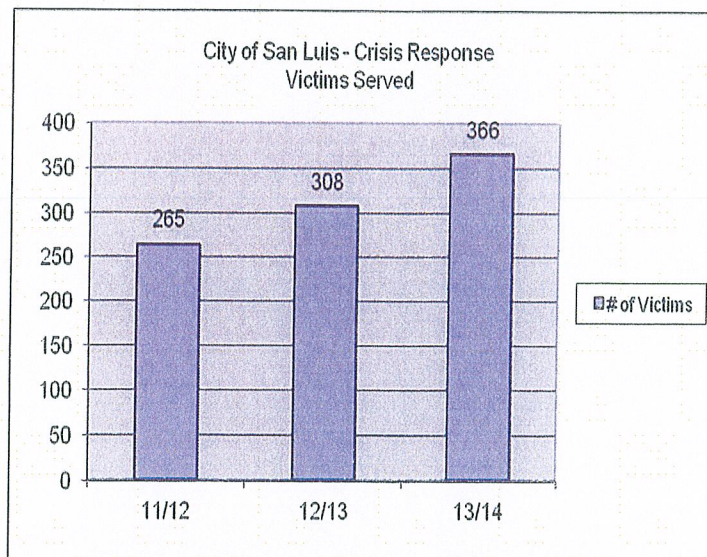
\_\_\_\_\_  
City Attorney



**CITY OF SAN LUIS FUNDING REQUEST/REPORT  
2015/2016**

June 3, 2015

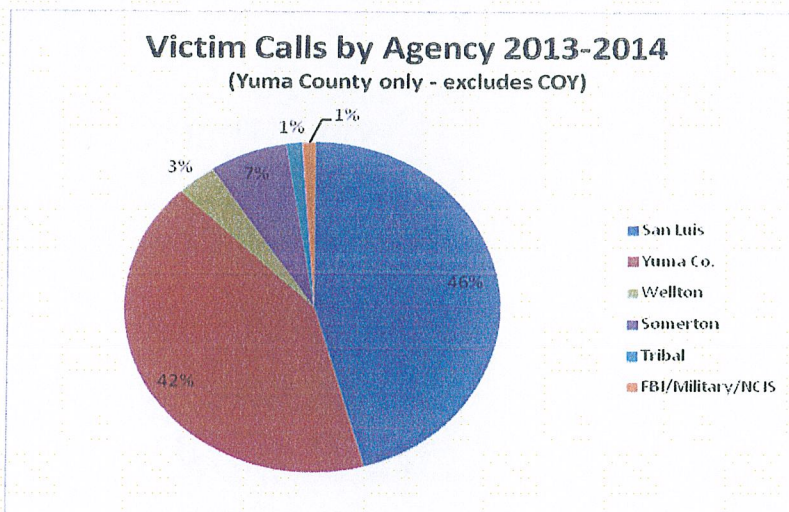
Last completed fiscal year (July 2013 – June 2014), Amberly's Place provided 24/7 on-call advocacy services to 366 abuse victims in the City of San Luis in conjunction with the San Luis Police Department.



**FY 2013/2014...**

- City of San Luis provided \$39,000.
- Advocates provided approximately 2080 hours of victim assistance and maintenance valued at \$49,990 and provided emergency needs of victims including food boxes, clothing, toiletries, prescription medications, etc. valued at approximately \$12,500.00 for a total of \$62,490.

- Amberly's Place independent forensic interviewer conducted 4 interviews and 8 assists for San Luis Police Department valued at \$2,640.00
- San Luis Police Department authorized 3 forensic medical exams. Protocol mandates that exams are conducted by a specially trained forensic nurse at Amberly's Place. Exams take approximately 1.5 hours at Amberly's Place vs. 9 to twelve hours depending on time of year as in past when conducted at the ER. This reflects considerable salary savings to the City of San Luis and helps free up law enforcement to investigate other crimes.
- An Amberly's Place advocate was on-call and able to provide services 24/7.
- Any new police officers were offered a tour of Amberly's Place and information on services provided.
- Briefing trainings were offered to law enforcement on various subjects including forensic interview techniques, Jane Doe laws/reporting and technology-based crimes including cyber bullying, cyber stalking and sexting. All trainings provided at no cost to law enforcement.
- Hundreds of community members, professionals (including medical personnel) trained on domestic violence, VAWA and services provided. Mandated reporter trainings were provided as requested.
- Victims reported 98% satisfaction rate with services provided FY 2014.



FY 2015/2016...

**Looking Forward:**

Amberly's Place consistently seeks grants and funds from private donors to expand services. There are now funds available to provide counseling services to child abuse/molested victims and their (non-offending) parent(s). This is an important part of the healing process. This grant provides up to 3 counseling sessions to victims at no cost to bridge the gap until Victim Compensation pays out.

Amberly's Place will continue to work in tandem with law enforcement, court staff, prosecution in the City of San Luis to provide quality, culturally responsive advocacy services to abuse victims and hold offenders accountable.

**Amberly's Place request funding at the same level as last year which is \$39,000.**

If you have any questions about this request please contact me at (928) 373-0849.

Respectfully Submitted,

*Diane Umphress*

Diane Umphress  
Executive Director  
Amberly's Place



Amberly's Place agrees to provide the following services for the City of San Luis for the \$39,000 in financial support it will receive for the 2014/15 budgeted year.

Amberly's Place will provide crisis response advocacy services to all victims of sexual assault, child abuse both physical and sexual, victims of domestic violence and elder abuse 24/7 for 365 days a year. The support will be provided in English and Spanish by culturally sensitive advocates. Victims of domestic violence who are married to US Citizens and qualify for residency under the Violence Against Women Act will be provided with the needed information and referral services to petition for residency.

Victims living in the City of San Luis will be provided complete access to Amberly's Place victim center in the City of Yuma and all the services it provides. Amberly's Place Crisis Advocates will provide transportation to Amberly's Place Center if needed as well as transportation back to the City of San Luis for victims living in the City of San Luis.

Services offered at Amberly's Place include forensic interviews by a trained forensic interviewer at no cost to the City of San Luis, forensic medical exams by trained Sexual Assault Nurse Examiners at no cost to the City of San Luis, items of comfort for the victims including quilts, stuffed animals, snacks and food.

The emergency needs of the victims will also be provided as funding and resources are available, such as, emergency food boxes, diapers, baby formula, door locks changed, clothes, school supplies etc.

Crisis Response Advocates will ensure victims understand their Victim Rights and how to exercise them through the judicial process. Advocates will assist in filing of Orders of Protection, attend hearing with the Judge on the Order of Protection. Advocates will provide court escort for victims for the Initial Appearance and the Arraignment of the defendant. Advocates can speak for the victim at these hearings or simply be a support

for them while they speak. Transportation to court will be provided by Amberly's Place if the victim does not have transportation to exercise their victim rights.

Amberly's Place will participate in community outreach events to insure that those living in the City of San Luis are aware of services available to them and how to access them.

Crisis Advocates will periodically schedule ride a longs with the San Luis Police Department to better understand the needs of the community and law enforcement.

Crisis Advocates will participate in the South County Domestic Violence Task Force and awareness campaigns regarding domestic violence.

Sincerely,

*Diane Umphress*

Diane Umphress

Executive Director

## AGREEMENT

This Agreement dated this 13<sup>th</sup> day of August, 2014, is entered into by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter called CITY, and AMBERLY'S PLACE, a non-profit organization, hereinafter called CONTRACTOR.

WHEREAS, THEREFORE, the parties hereto, in consideration of the following mutual covenants and stipulations, agree as follows:

### **I. THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING:**

Provide the services set forth on the exhibit attached hereto for the fiscal year of City beginning July 1, 2014 and ending June 30, 2015.

### **II. THE CITY SHALL PROVIDE THE FOLLOWING:**

- A. The CITY agrees to pay the CONTRACTOR as follows;
  - 1. The amount \$39,000.00 for services to be provided by the CONTRACTOR pursuant to the Agreement during fiscal year 2014/2015. Payments made prospectively on a quarterly basis until the Contract is paid in full.
- B. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:
  - 1. The CONTRACTOR'S failure to render acceptable services as stated in the performance criteria of Section I. The city Manager, or designee, shall investigate and monitor the quality of the CONTRACTOR'S services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Manager shall notify CONTRACTOR of the specific deficiencies in performance and provide a reasonable time for CONTRACTOR to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not the CONTRACTOR'S services are acceptable will be the CITY'S exclusive decision.
  - 2. The CONTRACTOR'S failure to supply information, records or reports as required.
  - 3. The CONTRACTOR'S failure to comply with documentation requirements or accounting procedures.
  - 4. The CONTRACTOR'S failure to allocate money received from the CITY for the purpose described herein.

### **III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:**

- A. The term of this Agreement shall be for twelve months, commencing on July 1, 2014 and ending June 30, 2015.
- B. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the city.
- C. Renewal of this Agreement beyond the current agreement will be in the sole discretion of the City Council of the City of San Luis.
- D. Nothing herein shall preclude the City from contracting separately with the CONTRACTOR for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the CITY and the CONTRACTOR.

**IV. TERMINATION**

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

- A. With cause, by providing ninety (90) day notice to CONTRACTOR. Prior to such termination, the City shall notify CONTRACTOR of the specific grounds for termination and provide a reasonable time for remedial action by CONTRACTOR. In no event shall such time to remedy exceed ninety (90) days.
- B. By mutual written consent of both parties hereto.
- C. For breach of default by CONTRACTOR of any of its obligation set forth herein.

**V. INDEMNIFICATION:**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses and expenses, any act or omission, whether authorized by the CONTRACTOR or not, including theft by the CONTRACTOR or any of its officers, agents, employees, guests, patrons, invitees or trespassers, including but not limited to, attorney's fees, arising out of or resulting from this agreement, caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by the CONTRACTOR for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

**VI. INSURANCE**

The CONTRACTOR shall, at CONTRACTOR'S expense, secure and maintain during the term of this agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000 per occurrence combined with single limit and shall be primary to any coverage available to the CITY. The City of San Luis shall be named as an additional insured

and certificates of insurance for the requirement herein shall be delivered to the City of San Luis prior to the commencement of the Agreement. Failure to provide required coverage and compliance with the terms and conditions of this agreement shall not waive the contractual obligations herein. If the policy or policies shall be canceled by the insurance company or the CONTRACTOR during the term of this agreement, the CONTRACTOR and the insurance company shall provide thirty (30) days written notice prior to the effective date such cancellation or termination to the CITY.

## VII. GENERAL CONDITIONS

**Nondiscrimination:** The CONTRACTOR shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disability Act of 1990. In addition, the CONTRACTOR shall include similar requirements of subcontractors in any contract entered into for performance of the CONTRACTOR'S obligations under this Agreement.

**Financial Review:** The CONTRACTOR shall make their financial records available for inspection by the CITY, its designee, upon reasonable notice during normal business hours of the CITY. If financial records to verify use of CITY funds according to the terms and conditions of this Agreement, the CONTRACTOR shall cooperate fully in the performance of such audit.

The CONTRACTOR will not be responsible for the cost of such an audit if requested by the CITY and shall be entitled to a copy of any resulting reports that are received by the CITY.

**Compliance with Law:** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, the CONTRACTOR shall include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, the CONTRACTOR shall include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR'S obligations under this contract.

**Binding on Successors:** The covenants and conditions herein contained apply to and bind their heirs, successors, executors, administrators, and assigns of all the parties hereto.

**Attorney Fees and Costs:** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

**Laws Governing:** This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

**Waiver:** The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights to remedies provided by this Agreement, or any delay in the exercise of any right or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, shall not be deemed a waiver of any right if either party to insist upon strict performance of this Agreement.

**Severability:** If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**Integration:** This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement, shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

**No Partnership:** Nothing in the Agreement is intended or shall be constructed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal agent, officer, or member of the other.

**Time of the Essence:** Time is of the essence in this Agreement. Unless otherwise specifically provided in the Agreement, any consent to delay in the performance of the CONTRACTOR of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.

**Binding Arbitration:** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement

**Conflict of Interest:** This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

**Notices:** All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addresses as follows:

Amberly's Place  
1350 Colorado St  
Yuma, AZ 85364  
(928) 373-0849

City of San Luis  
c/o City Manager  
P.O. Box 1170  
1090 E. Union St.  
San Luis, AZ 85349

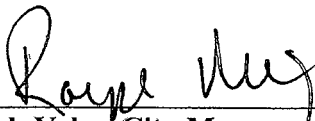
**Compliance with A.R.S. § 23-214**


A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City and Contractor will not enter into a contract with any Company or its providers or subcontractors that is/are not in compliance with the requirements of A.R.S. §23-214, and they shall remain in compliance during the term of this agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement**  
this 13<sup>th</sup> day of August 2013.

**CITY OF SAN LUIS**

**Amberly's Place**

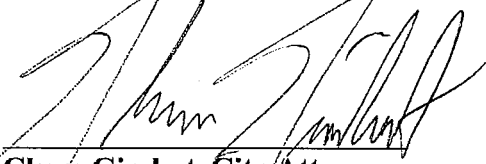
By:   
Ralph Velez, City Manager

By:   
Authorized Representative

**ATTEST:**

  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
Glenn Gimbut, City Attorney



# AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

5. I.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

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

**Action Requested:** Motion

**ITEM:**

Discussion and possible action regarding approving contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2015-2016. **(Robert A. Eads, City Manager)**

**SUMMARY:**

Arizona Western College Students through the Yuma County Arts and Cultural Group put on a successful Blazing Desert ComicCon in March of 2015. The Group is making it an annual event in San Luis and they are already in the planning stages for March of 2016. They will use the City Logo in their advertising for the event. The City Council has already budgeted funds in the amount of \$1,000.00 for the event for the Fiscal Year 2015-2016 ending June 30, 2016.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH YUMA COUNTY ARTS AND CULTURAL GROUP TO SUPPORT THE 2016 ANNUAL BLAZING DESERT ComicCon EVENT IN SAN LUIS, ARIZONA, IN THE AMOUNT OF \$1,000.00.**

**Supporting information not attached to the Agenda Item Review Form:**

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$1,000.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No Transfer Needed

**ACCOUNT #/REMAINING BALANCE:** Account #100-110-80007-Sponsorships/Pledges/Remaining Balance \$50,650.00

**FISCAL IMPACT STATEMENT:**

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount of \$1,000.00 is budgeted for fiscal year 2015-2016.

**Attachments**

Agreement 2015

## **AGREEMENT**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2015, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, (“Group”), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona (“City”).

### **SECTION ONE. ANNUAL BLAZING DESERT ComicCon**

The 2016 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, beginning on or about March 18, 2016, and ending on or about March 19, 2016, pursuant to the terms and conditions of this agreement.

### **SECTION TWO. DUTIES OF GROUP**

Group shall properly advertise and promote Blazing Desert ComicCon and do or cause to be done all other things necessary or advisable to make the event a success.

### **SECTION THREE. ADVERTISING OF CITY’S NAME**

Group shall cause City’s name to appear prominently in all advertising and publicity in connection with Blazing Desert ComicCon.

### **SECTION FOUR. DUTIES OF CITY**

- A. City shall pay \$1,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.
- B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona available for the 2016 Annual Blazing Desert ComicCon events.
- C. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

### **SECTION FIVE. LIABILITY INSURANCE**

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with Blazing Desert ComicCon, including preparation for the events, the events themselves, and any acts in any way connected with the events.

### **SECTION SIX. BOOKS AND RECORDS**

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City’s Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City’s Public Information Officer, by April 4, 2016 showing an accounting of the City’s Sponsorship and providing copies of receipts.

## **SECTION EIGHT. COOPERATION OF PARTIES**

City shall lend cooperation and support to and work with Group for the purpose of making Blazing Desert ComicCon successful.

## **SECTION NINE. ASSIGNMENT OF RIGHTS**

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.

## **SECTION TEN. NO WAIVER**

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

## **SECTION ELEVEN. Termination on default**

If Group shall fail to comply with any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to Group.

## **SECTION TWELVE. GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona.

## **SECTION THIRTEEN. SEVERABILITY**

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## **SECTION FOURTEEN. ENTIRE AGREEMENT**

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

## **SECTION FIFTEEN. MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

## **SECTION SIXTEEN. SECTION HEADINGS**

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**SECTION SEVENTEEN. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties have executed this agreement at San Luis, Arizona the day and year first set forth above.

Yuma County Arts and Cultural Group

City of San Luis, Arizona

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Antonio Carrillo

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Robert A. Eads, City Manager



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. J.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

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

**Action Requested:** Motion

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### ITEM:

Discussion and possible action regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for fiscal year 2015/2016. **(Robert Eads, City Manager)**

### SUMMARY:

**Service:** The Youth Build Program of Portable Practical Education Preparation, Inc. (PPEP) provides low-income youth, ages 17-24, education to obtain their GED, learn job skills, and leadership development, while serving their communities; by building affordable housing and providing community services. Under the contract with the City, 80% of their graduates are residents of the City of San Luis.

**Amount:** The City has entered into agreement with PPEP in the past and has already budgeted funds in the amount of \$26,000.00 for the Youth Build Program until the end of the Fiscal Year 2015-2016 on June 30, 2016.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH PPEP FOR FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$26,000.00.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$26,000.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No Transfer Required

**ACCOUNT #/REMAINING BALANCE:**

Account # 100-110-80000 Contracted  
Services/Remaining Balance  
\$375,962.00

**FISCAL IMPACT STATEMENT:**

Account # 100-110-80000, City Council Contracted Services. Contracted amount of \$26,000.00 is budgeted for Fiscal Year 2015-2016.

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**Attachments**

PPEP Funding Agreement for 2015

Attachment I

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## **Funding Agreement**

The AGREEMENT entered into as of this 1st day of July, 2015, between the City of San Luis, Arizona, (hereinafter referred to as "City") and Portable Practical Education Preparation, Inc. (PPEP), (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS, City has allocated certain funds for a YouthBuild Program for young adults In the City of San Luis, Arizona; and

WHEREAS, the City wishes to engage the Contractor to utilize such funds in the Contractor's existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate at least 80% of San Luis students enrolled per cohort.

### **A. STATEMENT OF WORK**

1. Name of Activity: YouthBuild Program
2. Description: (see ATTACHMENT I)
3. Funding Agreement Total: \$26,000
4. Period of Coverage under this agreement: July 1, 2015 to June 30, 2016
5. Number served: 80% of YouthBuild enrollees from San Luis will graduate from the program

### **B. PERFORMANCE MONITORING**

The city will monitor the performance of the Contractor against goals and performance standards herein. Substandard performance as determined by the City will constitute noncompliance with the AGREEMENT. If action to correct such substandard performance IS not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

### **C. NOTICES**

Communication and details concerning this contract shall be directed to the following contract representatives:

## CITY

Name:

Title: Director of Community Development

Address: P.O. Box 1170

San Luis, Arizona 85349

Telephone:

928-341-8584

## CONTRACTR

Ms. Kari Hogan

Chief Administrative Officer

802 E. 46<sup>th</sup> Street

Tucson, Arizona 85713

520-770-2500

## D. SPECIAL CONDITIONS

None

## E. CONTRACTOR RECOGNITION

The Contractor shall insure recognition of the role of the city in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently support provided herein in all publications made possible with funds made available under this contract.

## F. INDEPENDENT CONTRACTOR

Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this AGREEMENT. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and /or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

## G. WORKERS COMPENSATION

The Contractor shall provide Workers' Compensation Insurance or a comparable insurance coverage for all of its employees/participants involved in the performance of this contract.

## H. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the Contractor under this contract by the City shall not exceed \$26,000.

**2. Time of Performance: This AGREEMENT shall take effect on the 1<sup>st</sup> day of July 2015 through and including the 30<sup>th</sup> day of June 2016.**

**3. Insurance and Bonding:** The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond coverall all employees' in an amount equal to cash advances from the City.

**4. Subcontracting:** None of the services covered by this AGREEMENT shall be subcontracted without prior approval by the city.

**5. Maintenance and Availability of Records:** in connection with the AGREEMENT, the Contractor shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

**6. Such records shall be furnished and available for inspection by the City.**

**7. Such records shall be available at the Contractors offices at all reasonable times during the contract period. If it is a claim, investigation, or litigation that is pending after what is assumed to be final payment that in effect cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation, or litigation.**

**8. Contract Amendments/Revisions:** Any changes to the Scope of Work or dollar amount of this AGREEMENT require prior written approval from the City.

**9. Suspension and Termination:** With notification to Contractor, City may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds at its discretion if the Contractor:

a. Violates any provision of this AGREEMENT; OR

b. Fails to complete performance in a timely manner

The City may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Contractor 30 days' written notice.

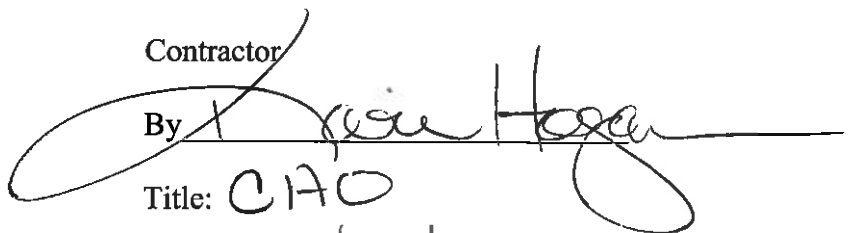
**10. Audits:** The Contractor shall comply with the audit requirements set forth in Office of Management and Budget (OMB) Circular A-133.

IN WITNESS WHEREOF, the City and the Contractor have executed this AGREEMENT, as of the last date written below.

City of San Luis

Contractor

By \_\_\_\_\_

By  \_\_\_\_\_

Title: City Manager

Title: CFO

Date \_\_\_\_\_

Date 8/13/15

Attest:

City Clerk \_\_\_\_\_

Approved as to form:

City Attorney \_\_\_\_\_

## **YOUTHBUILD PROGRAM SCOPE**

To create an environment for youth that is safe and nurturing where young people from diverse backgrounds can learn, develop, and prosper through education and job training. A place that provides a partnership between youth and staff that offers leadership development, skill development, builds self-esteem, and provides positive relationship building through mentoring and transitional services. Key objectives work to build community and next generation by empowering youth to maximize both personal and educational potential for post-secondary opportunities and link career development that will gain higher wages upon successful completion of the program.

### **Program Description**

A premier provider in youth development and the delivery of educational and career related services, to include training related support services, stackable credentialing, job placement, and post-secondary education opportunities for at-risk youth.

The PPEP YouthBuild Tucson program offers a specialized environment for at-risk youth that are homeless, dropouts, and unemployed. Services are supportive, interactive, and responsive to the identified needs of participants and lead to gainful employment through education credentialing, community service, on the job training, and mentoring. The program works to help youth achieve their GED, develop necessary soft skills, and move toward entry and attainment of postsecondary credentials needed to qualify for entry level careers paying a living wage.

The YouthBuild program is designed to offer high school drop outs between the ages of 16 and 24, a supportive environment designed to assist them in identifying personal life and career goals as they earn their GED and participate in Pre-Apprenticeship Construction Training. Through PPEP's partnership with YouthBuild USA, the YouthBuild program also incorporates community service activities/projects through an AmeriCorps program contract for quarter time education awards, to offer students postsecondary education scholarships upon program completion and the completion of their AmeriCorps hours.

The following is a scope of work for the YouthBuild Program.

- Develop a comprehensive Education and Employment plan
- Help youth develop a personal life plan that identifies goals and objectives
- Help youth identify career choices and understand the current job market data gathered by PPEP Employment and Training staff
- Enroll youth in GED classes
- Enroll Youth in NCCER credentialing classes
- Enroll Youth in AmeriCorps
- Determining which postsecondary partners are a fit for their education and career goals
- Assist students in gaining any education needed prior to enrollment

- Help with preparation for entry testing
- Help with FASFA applications for funding and scholarship opportunities
- Act as a liaison with partner institutions to insure that YouthBuild students are offered full assistance in getting acclimated to the college environment
- Set up college orientation classes and University tours
- Maintaining contact with graduates and offering assistance as they progress through secondary education
- Provide resume writing, mock interviews, and other necessary components in achieving work related opportunities
- Assist with job placement, both part-time during their college career and full time once they graduate



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. K.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action regarding the contribution to the Greater Yuma Port Authority, Inc. for fiscal year 2015-2016. **(Robert A. Eads, City Manager)**

#### SUMMARY:

**Service:** The Greater Yuma Port Authority provides Master Planning to the Port Authority's lands and Capital for Development of those lands. The Greater Yuma Port Authority is a non-profit corporation created by the City of San Luis, the City of Somerton, the County of Yuma and the Cocopah Tribe.

**Amount:** The City has contributed funds since the inception of the Greater Yuma Port Authority in the year 2000. The City has already budgeted funds in the amount of \$50,000.00 until the end of the Fiscal Year 2015-2016 on June 30, 2016.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO PAY THE ANNUAL CONTRIBUTION TO THE GREATER YUMA PORT AUTHORITY, INC. FOR THE 2015-2016 FISCAL YEAR IN THE AMOUNT OF \$50,000.00.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$50,000.00

**BUDGETED:** Yes

**AVAILABLE TO TRANSFER:** No Transfer Required

**ACCOUNT #/REMAINING BALANCE:** Account #100-110-80000, Contracted Services/ Remaining Balance  
\$375,962.00

**FISCAL IMPACT STATEMENT:**

Account # 100-110-80000, City Council's Contracted Services. Contribution amount of \$50,000.00 is budgeted for the 2015-2016 Fiscal Year.

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**Attachments**

Bylaws

First Amended and Restated Bylaws

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## BYLAWS

### OF

## GREATER YUMA PORT AUTHORITY, INC. (An Arizona Nonprofit Corporation)

### ARTICLE I

#### REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

### ARTICLE II

#### OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

## ARTICLE III

### MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona

City of San Luis, Arizona

City of Somerton, Arizona

Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

## ARTICLE IV

### PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors

*A. Purpose and Empowerment*

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

*B. Number of Directors*

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

*C. New Members*

New corporation Members may be added by a  $\frac{1}{4}$  vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

#### 4.2 Master Plan

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

#### 4.3 Composition, Selection, and Qualifications of Members of the Board of Directors

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

#### 4.4 Voting Rights

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

#### 4.5 Term of Office

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

#### 4.6 Initial Directors

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

#### 4.7 Notice of Meetings

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons

serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

#### 4.8 Quorum and Required Vote

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

#### 4.9 Directors' Manner of Acting

##### *A. Participation in Meetings*

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

##### *B. Dissent or Abstention of a Director*

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

#### 4.10 Removal of Directors

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

#### 4.11 Ex Officio Members

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

### ARTICLE V MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

#### 5.1 Membership Participation

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

#### 5.2 Initial Capital Contribution

Each Member shall be responsible to contribute capital in equal amounts of \$100,000.00. The initial Board will take into consideration all factors determined necessary to formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

### 5.3 Cash Calls

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed \$20,000.00 per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

### 5.4 Voluntary Withdrawal of Member

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to the dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

The withdrawing Member shall receive such amounts in satisfaction of his interest as the withdrawing Member and the remaining Members agree upon by unanimous consent.

### 5.5 Dissolution

#### *A. Events of Dissolution*

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

#### *B. Winding up*

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

#### *C. Distribution of Liquidation proceeds*

##### *1. Assets/proceeds*

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the

Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

## 2. Liabilities

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

### 5.6 Indemnification

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

## **ARTICLE VI OFFICERS**

### 6.1 Officers of the Corporation

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

### 6.2 Election-Term

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

### 6.3 Chairperson of the Board

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

### 6.4 Vice Chairperson

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

## 6.5 Secretary/Treasurer

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of The corporation to the Board at each Regular Meeting.

## **ARTICLE VII** **COMPENSATION**

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

## **ARTICLE VIII** **AMENDMENT**

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three-fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

## **ARTICLE IX** **CONFLICTS OF INTEREST**

### 9.1 Definitions

#### A. *Port Authority*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

#### B. *Relatives*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 Specific Guidelines

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of Interest policy.

**ARTICLE X**  
**MISCELLANEOUS**

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employees, or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

## 10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

## 10.3 Notice and Waivers Thereof

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

## 10.4 Interested Directors

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

## 10.5 Limitation of Liability and Indemnity

### A. *Liability*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

### B. *Indemnity*

Each Officer and Director, whether or not then in office, shall be held

harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. Insurance

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

10.7 Corporate Seal

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18<sup>th</sup> DAY OF Sept., 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

City of San Luis  
By: [Signature]  
Its: Mayor

Cocopah Indian Tribe  
By: [Signature]  
Its: Chairman

City of Somerton  
By: [Signature]  
Its: Mayor

Yuma County Board of Supervisors  
By: [Signature]  
Its: Chairman

# FIRST AMENDED AND RESTATED BYLAWS

OF

## GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the GREATER YUMA PORT AUTHORITY, INC., an Arizona nonprofit corporation, being duly authorized to act pursuant to the terms of the Bylaws adopted on August 3, 2000, and by virtue of the approvals previously obtained by the Board of Directors and the governing bodies of the member entities, to amend such Bylaws, does hereby make, execute, and enter into this FIRST AMENDED AND RESTATED BYLAWS in order to amend, restate, supersede, and replace the Bylaws adopted on August 3, 2000, to the extent of the amendments set forth herein. All remaining provisions of the original Bylaws, including the signatures of the original member entities, are incorporated herein by this reference.

### ARTICLE I

#### REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

**1.1 Certain References.** Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

**1.2 Seniority.** The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

**1.3 Computation of Time.** The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

### ARTICLE II

#### OFFICES

**2.1 Principal Office.** The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to

the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**2.2 Known Place of Business.** A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

### **ARTICLE III MEMBERS**

**3.1 Initial Members.** The initial members of the corporation shall be as follows:

Yuma County, Arizona  
City of San Luis, Arizona  
City of Somerton, Arizona  
Cocopah Indian Tribe

**3.2 Additional Members.** Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

### **ARTICLE IV PORT AUTHORITY BOARD OF DIRECTORS**

**4.1 Purpose, Empowerment and Number of Directors.**

A. *Purpose and Empowerment.*

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. *Number of Directors.*

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. *New Members.*

New corporation Members may be added by a 3/4 vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the

addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

#### **4.2 Master Plan.**

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

#### **4.3 Composition, Selection, and Qualifications of Members of the Board of Directors.**

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

#### **4.4 Voting Rights.**

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

#### **4.5 Term of Office.**

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

#### **4.6 Initial Directors.**

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

#### **4.7 Notice of Meetings.**

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

#### **4.8 Quorum and Required Vote.**

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

#### **4.9 Directors' Manner of Acting.**

##### *A. Participation in Meetings.*

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

##### *B. Dissent or Abstention of a Director.*

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival)

to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

**4.10 Removal of Directors.**

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

**4.11 Ex-Officio Members.**

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

**ARTICLE V  
MEMBER PARTICIPATION, CAPITAL  
CONTRIBUTION, INDEMNIFICATION**

**5.1 Membership Participation.**

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

**5.2 Initial Capital Contribution.**

Each Member shall be responsible to contribute capital in equal amounts of \$100,000.00. The initial Board will take into consideration all factors determined necessary to

formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

### **5.3 Cash Calls.**

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed \$50,000.00<sup>1</sup> per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

### **5.4 Voluntary Withdrawal of Member.<sup>2</sup>**

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

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<sup>1</sup> Amended on July 25, 2001, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to \$40,000 from \$20,000. Such action was subsequently approved by the governing bodies of the member entities.

Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to \$50,000 from \$40,000. Such action was subsequently approved by the governing bodies of the member entities.

<sup>2</sup> Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 10, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

That the withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

## **5.5 Dissolution.**

### **A. *Events of Dissolution.***

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

### **B. *Winding Up.***

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

### **C. *Distribution of Liquidation Proceeds.***

#### **1. Assets/Proceeds.**

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

#### **2. Liabilities.**

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

**5.6 Indemnification.**

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

**ARTICLE VI  
OFFICERS**

**6.1 Officers of the Corporation.**

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

**6.2 Election-Term.**

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

**6.3 Chairperson of the Board.**

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

**6.4 Vice Chairperson.**

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

**6.5 Secretary/Treasurer.**

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of the corporation to the Board at each Regular Meeting.

**ARTICLE VII  
COMPENSATION**

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

**ARTICLE VIII  
AMENDMENT**

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three-fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

**ARTICLE IX  
CONFLICTS OF INTEREST**

**9.1 Definitions.**

A. *Port Authority.*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives.*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest.*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

**9.2 Specific Guidelines.**

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further

communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

### **9.3 Interpretation.**

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of interest policy.

## **ARTICLE X MISCELLANEOUS**

### **10.1 Contracts, etc.**

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employee or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

### **10.2 Checks, Drafts, etc.**

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

### **10.3 Notice and Waivers Thereof.**

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to

such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

#### **10.4 Interested Directors.**

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

#### **10.5 Limitation of Liability and Indemnity.**

##### **A. *Liability.***

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

##### **B. *Indemnity.***

Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

##### **C. *Insurance.***

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status,

whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

**10.6 Books and Records.**

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

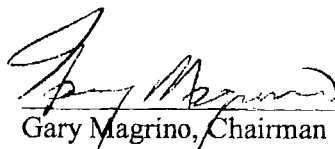
B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

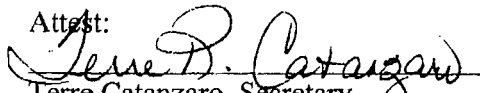
C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

**10.7 Corporate Seal.**

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this 17 day of May, 2007.

  
\_\_\_\_\_  
Gary Magrino, Chairman

Attest:  
  
Terre Catanzaro, Secretary



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. L.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Gloria Rodriguez, Legal Secretary, Attorney's Office

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for fiscal year 2015-2016. **(Robert Eads, City Manager)**

#### SUMMARY:

**Service:** Yuma Community Food Bank provides, free of charge, food to needy persons in the City of San Luis.

**Amount:** The City has entered into agreement with the Yuma Community Food Bank in the past and has already budgeted \$10,000.00 for food to needy persons in the City of San Luis until the end of the Fiscal Year 2015-2016 on June 30, 2016.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND AUTHORIZE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH YUMA COMMUNITY FOOD BANK FOR FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$10,000.00.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:**

City

**TOTAL:**

\$10,000.00

**BUDGETED:**

Yes

**AVAILABLE TO TRANSFER:**

No Transfer Needed

**ACCOUNT #/REMAINING BALANCE:**

Account

#100-110-80007-Sponsorships/Pledges  
/Remaining Balance \$50,650.00

**FISCAL IMPACT STATEMENT:**

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount is budgeted for fiscal year 2015-2016.

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**Attachments**

Agreement 2015

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## AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (“City”), and Yuma Community Food Bank, 2404 E. 24<sup>th</sup> Street, Yuma, AZ 85365.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The City agrees to pay to Yuma Community Food Bank the sum of \$10,000.00 (TEN THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.
2. Between July 1, 2015 and June 30, 2016, Yuma Community Food Bank promises to deliver food to needy persons within the City limits of City of San Luis at least twice per month and to do so free of charge to said needy persons.
3. Food shall be distributed to all qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.
4. Distribution of food shall at all times conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.
5. Indemnification. Yuma Community Food Bank agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by Yuma Community Food Bank. Yuma Community Food Bank obligations under this paragraph shall survive expiration or termination of this agreement.
6. General Provisions.
  - A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Yuma Community Food Bank 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. Attorney’s Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney’s fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorney’s 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 City and Yuma Community Food Bank. 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 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. § 35-511.
- K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.
- L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

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

O. Employment Eligibility. Yuma Community Food Bank hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related 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 penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Yuma Community Food Bank and any contractor or subcontractor employee of Yuma Community Food Bank to ensure that Yuma Community Food Bank and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.

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

Each party to this agreement has caused it to be executed on the day and year first above written.

Yuma Community Food Bank

City of San Luis

By: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Eads, City Manager



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. M.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

**Submitted By:** Geraldine Gutierrez, Asst. to Council/PIO, City Council

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1107. A resolution of the Mayor and Council of the City of San Luis, Arizona approving contribution to transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Robert A. Eads, City Manager)**

### SUMMARY:

**Service:** YCAT provides bus and transit services for the City and the surrounding County areas.

**Amount:** The City has contributed its share to YCAT since 2012 under an intergovernmental agreement (IGA). The City has already budgeted funds in the amount of \$70,600 to help services continue until the end of Fiscal Year 2015-2016 on June 30, 2016. The City of San Luis and 7 other entities entered into the IGA in 2012 for YCAT (Yuma County Area Transit) to provide regional public transportation. Under the IGA, San Luis is to contribute a share of funding YCAT's public transportation. Other contributions come from Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University. Under the IGA of 2012, a formula of the percentage of contribution is developed every year. At the March 23, 2015 open meeting of the Yuma County Intergovernmental Public Transportation Authority, a 11.39% contribution was calculated for San Luis for a total for San Luis of \$70,573.00. This is only one dollar more than the contribution for the first year in 2012, which was 13.80% for \$70,572.00.

**Procedure of Approval:** Under the IGA, the City's approval is to be by way of Resolution.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 1107.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

<b>TOTAL:</b>	\$70,573.00
<b>BUDGETED:</b>	\$70,600.00
<b>AVAILABLE TO TRANSFER:</b>	No Transfer Required
<b>ACCOUNT #/REMAINING BALANCE:</b>	100-110-80000-Contractual Services/Remaining balance \$375,962.00

**FISCAL IMPACT STATEMENT:**

Account #100-110-80000 City Council Contractual Services. \$70,600.00 was budgeted for Fiscal Year 2015-2016, but the contribution determined was under budget in the amount of \$70,573.00.

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**Attachments**

Resolution 1107

YCAT FY 2015-2016 Letter

Letter dated March 23, 2015

Master IGA YCIPTA

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1107

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS,  
ARIZONA APPROVING CONTRIBUTION TO TRANSIT FUND FOR THE YUMA  
COUNTY AREA TRANSIT (YCAT) PUBLIC TRANSPORTATION SERVICES**

WHEREAS, in 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University;

WHEREAS, Paragraph 2.3 of said IGA states: "Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process[.]"

WHEREAS, the YCIPTA at its March 23, 2015 meeting adopted a formula of 11.39% for a total amount of \$70,573.00 for the contribution for San Luis; for the Fiscal Year July 1, 2015 through June 30, 2015; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution.

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

Section 1: That the formula adopted by YCIPTA at its March 23, 2015 for contribution of the City of San Luis is approved.

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Section 2: That the appropriate City officials are hereby authorized and directed to submit the contribution for the purpose of YCAT transportation services in the amount not to exceed \$70,573.00 of non-federal funds for Fiscal Year July 1, 2015 through June 30, 2015.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

June 2, 2015

Robert Eads, City Administrator  
City of San Luis  
P.O. Box 1170  
San Luis, AZ 85349

### RE: Request for FY 2016 Transit Funding For Yuma County Area Transit

Dear Mr. Eads:

On March 23, 2015, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2016 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2015 to June 30, 2016. Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

	ANNUAL TOTAL
YCAT/On Call Transit Match	\$ 70,573

The amount is consistent with what has been paid in FY 2015 and is not anticipated to change at this time. This is ***not*** an invoice, but is a request based on the Board of Directors action on March 23, 2015. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov).

Sincerely,

Shelly Kreger  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
Robert L. Pickels, Chairman - Yuma County, Greg Wilkinson, Vice Chairman - City of Yuma  
Dr. Larry Gould - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto - Cocopah Tribe, Richard Watenpaugh - Town of Wellton,  
Bill Lee - City of Somerton, Brian Golding, Sr - Quechan Tribe

John Andoh, Transit Director



## **Yuma County Intergovernmental Public Transportation Authority**

*2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)*

**March 23, 2015**

### **Consent Calendar Agenda Item 2**

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Action to authorize member agencies contributions for fiscal year  
2015-2016

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Requested Board Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors authorize the request for member agency contributions in fiscal year 2015-2016.

Background and Summary: Last fiscal year during the budget process, the Board of Directors approved the member agency contributions and a process for determining contributions based on population and service miles of routes in a particular jurisdiction. At the Board of Directors request, the member agency contributions will remain the same as defined in the attachment.

The contributions made by the member agencies will support the Federal funding that YCIPTA receives from Yuma Urbanized Area and Arizona Department of Transportation (ADOT) as local match revenue. This request does not reflect in-kind member contributions from the City of Yuma and Yuma County. Cash match is important for YCIPTA to pay its expenses and the contributions from the member agencies are critical. Staff will continue to use other creative strategies necessary such as entering into more social service agreements with social service agencies, or generating more advertising sales necessary with the goal of reducing member agency contributions in the future, until a more stable, permanent matching source is identified.

A summary of the local match requests from the member agencies are below:

<b>Agency</b>	<b>Annual Funding</b>	<b>%</b>
Yuma County	\$ 154,960	25.01%
City of Yuma	\$ 200,000	32.28%
City of Somerton	\$ 29,919	4.83%
Town of Wellton	\$ 14,499	2.34%
City of San Luis	\$ 70,573	11.39%
Cocopah Tribe	\$ 38,898	6.28%
Quechan Tribe	\$ 5,757	0.93%
Northern Arizona University	\$ 5,000	0.81%
Arizona Western College	\$ 100,000	16.14%
<b>TOTAL</b>	<b>\$ 619,606</b>	<b>100.00%</b>

The Board of Directors actions today would authorize staff to submit letter invoices to each of the member agencies for the requested amounts. Cocopah Indian Tribe, Quechan Indian Tribe, Arizona Western College and Northern Arizona University funding is based off memorandum of understandings that are updated each year based off their respective needs.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors authorize the request for member agency contributions for in fiscal year 2015-2016.

Fiscal Impact: Yes, the revenues collected would be deposited in 08808-00-7301-33690 in the public transportation fund being held by the Yuma County Treasurer's Office.

Legal Counsel Review: None.

Attachments: None.

For information regarding this staff report, please contact Shelly Kreger, Transit Director via email at [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for Submission

A handwritten signature in black ink, appearing to read "Shelly Kreger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Shelly Kreger  
Transit Director

**MASTER INTERGOVERNMENTAL AGREEMENT  
YUMA COUNTY INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

**RECITALS**

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

## AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

## 2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning.** Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans.** Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

**Contributions FY 2011/2012**

Agency	Funding	%
Yuma County	\$ 154,960	30.30%
City of Yuma	\$ 200,000	39.10%
City of Somerton	\$ 29,919	5.85%
Town of Wellton	\$ 14,499	2.85%
City of San Luis	\$ 70,572	13.80%
Cocopah Tribe	\$ 41,496	8.11%
Arizona Western College	\$50,000*	0.00%
Northern Arizona University	\$3,400*	0.00%
<b>TOTAL</b>	<b>\$564,846</b>	<b>100%</b>

\*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

### 3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars (\$30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entities, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal.** A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

#### 10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:                      Transit Director  
    2715 East 14<sup>th</sup> Street  
    Yuma, Arizona 85365  
    Tel: (928) 539-7076 ext 237  
    Fax: (928) 783-0309

If to County:                      County Administrator  
    198 S. Main St.  
    Yuma, Arizona 85364  
    Tel: (928) 373-1010  
    Fax: (928) 373-1120

If to Yuma:                         City Administrator  
    One City Plaza  
    Yuma, Arizona 85364  
    Tel: (928) 373-5011  
    Fax: (928) 373-5012

If to San Luis: City Manager  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349  
Tel: (928) 341-8520  
Fax: (928) 341-8539

If to Somerton: City Manager  
110 North State Avenue  
P.O. Box 637  
Somerton, Arizona 85350  
Tel: (928) 627-8866  
Fax: (928) 627-3794

If to Wellton: Town Manager  
28364 Oakland Avenue  
Wellton, Arizona 85356  
Tel: (928) 785-3348  
Fax: (928) 785-4374

If to NAU-Yuma: Campus Executive Officer  
P.O. Box 6236  
Yuma, Arizona 85366-6236  
Tel: (928) 317-6400  
Fax: (928) 317-6419

If to AWC: President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Tel: (928) 344-7501  
Fax: (928) 344-7730

If to Cocopah: Chairperson  
Cocopah Indian Tribe  
14515 S. Veterans Drive  
Somerton, AZ 85350  
Tel: (928) 627-2102  
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.


10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

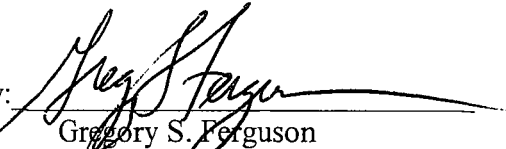
**IN WITNESS WHEREOF**, the Parties hereto have executed this Master IGA.

**YUMA COUNTY, a body corporate and politic of the State of Arizona**

**Attest:**

  
\_\_\_\_\_  
Robert L. Pickels, Jr.  
County Administrator/Clerk of the Board

**By:**

  
\_\_\_\_\_  
Gregory S. Ferguson  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**

**Attest:**

\_\_\_\_\_  
Lynda Bushong  
City Clerk

**By:**

\_\_\_\_\_  
Greg Wilkinson  
City Administrator

**CITY OF SAN LUIS, an Arizona municipal corporation**

**Attest:**

\_\_\_\_\_  
Sonia Cuello  
City Clerk

**By:**

\_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

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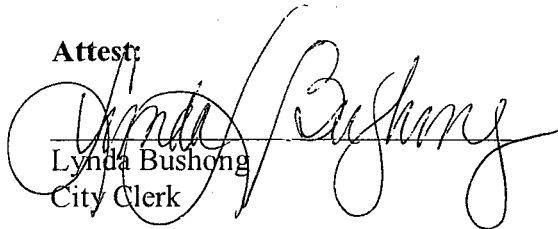
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Clerk of the Board

By: \_\_\_\_\_  
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Chairman of the Board

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Attest:

  
Lynda Bushong  
City Clerk

By: \_\_\_\_\_  
Greg Wilkinson  
City Administrator

MAY 31, 2012

**CITY OF SAN LUIS, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Sonia Cuello  
City Clerk

By: \_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

**CITY OF SOMERTON, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

By: \_\_\_\_\_  
Martin Porchas  
Mayor

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Attest:

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Clerk of the Board

By: \_\_\_\_\_  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**


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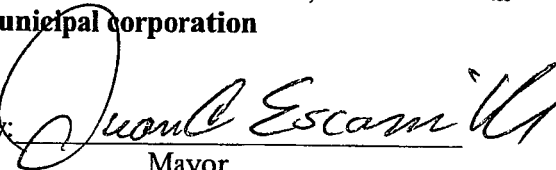
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Administrator

**CITY OF SAN LUIS, an Arizona municipal corporation**

Attest:

  
\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_  
Mayor

Attest:

Bill Lee  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: Martin Porchas  
Martin Porchas  
Mayor

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

Attest:

\_\_\_\_\_  
Christy Isbell  
Board Secretary

By: \_\_\_\_\_  
John Andoh  
Transit Director

**TOWN OF WELLTON, an Arizona  
municipal corporation**

Attest:

\_\_\_\_\_  
Rodney L. Rinehart  
Town Clerk

By: \_\_\_\_\_  
James L. Deermer  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

Attest:

*Christy Isbell*  
\_\_\_\_\_  
Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
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*John Andoh*  
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Bill Lee  
City Clerk

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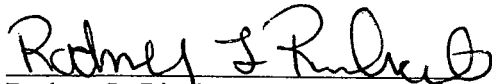
**Attest:**


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Board Secretary

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Transit Director

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City Clerk

By: \_\_\_\_\_  
Mayor

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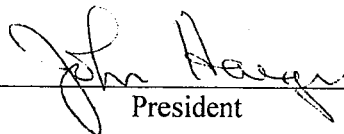
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\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

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By:  \_\_\_\_\_  
President

**AWC, an Arizona community college**

By: \_\_\_\_\_  
President

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City Clerk

**CITY OF SOMERTON, an Arizona  
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Martin Porebas  
Mayor

**Attest:**

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By: Glenn E. Mayle  
Dr. Glenn E. Mayle  
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City Clerk

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President


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By:  \_\_\_\_\_  
Chairperson

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By:   
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: Richard W. Files (for)  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this 20 day of April, 2012

By: \_\_\_\_\_  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this 1<sup>st</sup> day of JUNE, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this 24 day of MAY, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
San Luis City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Somerton City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wellton Town Attorney

Dated this 20<sup>th</sup> day of April, 2012

By: Michelle R. Fisher  
Attorney for Arizona Board of Regents

Dated this 8<sup>th</sup> day of May, 2012

By: John C. Richardson  
Attorney for Arizona Western College

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michael M. Smith  
Attorney for Cocopah Indian Tribe

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wayne C. Benesch  
Attorney for YCIPTA

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By: Wm. Michael Smith  
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C. Benish  
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

**A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN  
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY  
WITH A SUNSET CLAUSE**

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

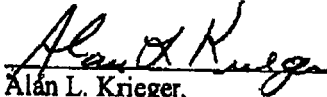
SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

**SECTION 3:** That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

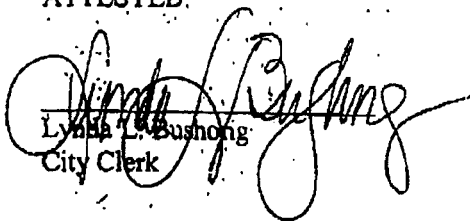
**SECTION 4:** That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:

  
Alan L. Krieger,  
Mayor

ATTESTED:

  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:


  
Steven W. Moore  
City Attorney

Exhibit "B"



# City of San Luis

P.O. Box 1170  
1090 E. Union Street  
San Luis, AZ 85349-1170  
Ph (928) 341-8520 • Fax (928) 341-8538

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main Street  
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority,  
Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan Carlos Escamilla  
Mayor

JUAN CARLOS ESCAMILLA, Mayor  
GERARDO SANCHEZ, Vice Mayor

MARIO BUCHANAN JR., Council Member  
MARCO A. PINZON, Council Member

AFRICA LUNA-CARRASCO, Council Member  
JOSE LEONARDO SUAREZ, Council Member

RAFAEL TORRES, Council Member  
RALPH VELEZ, City Manager



# *Resolution*

RESOLUTION NO.903

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

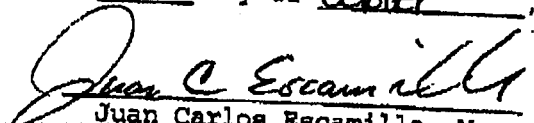
Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

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

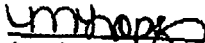
Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves petitioning the Board of Supervisors of Yuma County, Arizona, to form such an authority.

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

  
Juan Carlos Escamilla, Mayor

ATTEST:

  
for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

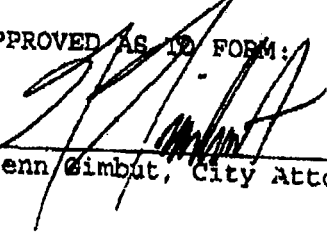
  
Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON  
MINUTES  
REGULAR COUNCIL MEETING  
OF THE CITY COUNCIL

7:00 P.M.

Tuesday September 21, 2010

**Council Members:**

M. Porchas, Mayor  
A. Magaña, Vice-Mayor  
L. Ramirez  
G. Anaya  
M. Villalpando  
L. Galindo  
J. Yepez

**Staff:**

B. Lee, City Manager (P)  
L. Galaviz, Park & Rec. Dir (P)  
B.B. Cotman, Int. Chief of Police (P)  
S. Palacios, Int. Public Works Dir (P)  
G.W. Hunt, City Attorney (P)  
M. Figueroa, City Magistrate (A)  
G. Halford, Admin. Svcs. Dir (P)  
VACANT, Com. Dev. Dir (A)  
P. De Anda, Fire Chief (P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

**PETITION OR COMMENTS BY THOSE CITIZENS PRESENT**

**Call to the Public:**

NONE

**CONSENT AGENDA**

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

## OLD BUSINESS

All items are for discussion and possible action

1. **ORDINANCE 2010-006 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER 10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"**

- a) Second Reading by Title Only
- b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yopez- are they doing any amendments to that or just going as is? Paul-Carefree did mention New Year's they were going to make an exception.

Council member Yopez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yopez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yopez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of August thru today. August received \$140,000 in September \$85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for \$49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yopez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yopez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.

Patty Salazar took Roll Call:

Jerry Anaya - yea

Jose Yopez- yea

Martin Porchas- yea

Luis Galindo- yea

Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

## **NEW BUSINESS**

**All items are for discussion and possible action**

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yopez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - \$2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yopez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

**ADJOURNMENT**

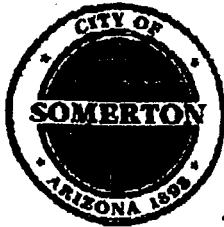
Meeting was adjourned at 8:30 P. M.

  
MAYOR MARTIN PORCHAS

**CERTIFICATION**

**I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.**

  
CITY CLERK



**City of Somerton**

110 N. State Avenue  
P.O. Box 638  
Somerton, Arizona 85350

(928) 627-8866  
Fax: (928) 627-3794  
TTD: (928) 627-8866

---

**AGENDA ITEM REVIEW FORM**

**TO:** *Mayor and City Council*  
**FROM:** Bill Lee, City Manager  
**SUBJECT:** Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.  
**DATE:** Aug. 10th 2010

**Background:** *See attached letter from County Administrator.*

**Recommendation:** Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

**Fiscal Impact:**

000028

## **Intergovernmental Public Transportation Authorities**

### **What are they?**

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

### **How are they formed?**

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

### **Can any other organizations be included?**

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

### **What is the operating area?**

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

### **How would an IPTA be funded in Yuma County?**

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

000029

**How is the initial IPTA board of directors organized?**

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors if any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

**When would the IPTA take over managing the transit system?**

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (\*note - as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

**Where would the IPTA offices be located?**

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

**Would operational support be offered by other public entities?**

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

000076

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant  
to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deermer, Mayor  
Town of Wellton

Martin Porchas, Mayor  
City of Somerton

Al Krieger, Mayor  
City of Yuma

Juan Carlos Escamilla, Mayor  
City of San Luis

000021

**Exhibit "D"**

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant  
to A.R.S. § 28-9101, et seq.


Dear Chairman Prochaska:


The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

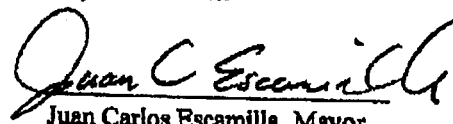
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

  
James Deerner, Mayor  
Town of Welton

  
Martin Porchas, Mayor  
City of Somerton

\_\_\_\_\_  
Al Krieger, Mayor  
City of Yuma

  
Juan Carlos Escamilla, Mayor  
City of San Luis

OFFICE OF THE  
WELLTON TOWN COUNCIL  
28634 Oakland Avenue  
Wellton, Arizona 85356



TOWN OF WELLTON  
COUNCIL MINUTES  
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. **Police Department**
  - B. **Magistrate & Court Department**
  - C. **Fire Department**
  - D. **Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

#### DISCUSSION AND ACTION ITEMS

**Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.**

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of \$566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of \$566,376 to construct water system improvements. Voice vote 5-0, motion carried.

**3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:**

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

**4. Other Reports**

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

**5. Manager's Report**

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27<sup>th</sup>;
- Bids for the Water Control Services Building are due on Monday, September 27<sup>th</sup> at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

**6. Executive Session**

- A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

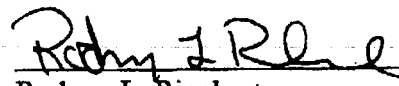
**7. Adjournment**

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21<sup>st</sup> day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of October 2010

  
Rodney L. Rinehart  
Town Manager/Clerk

OFFICE OF THE  
WELLTON TOWN COUNCIL  
28634 Oakland Avenue  
Wellton, Arizona 85356



TOWN OF WELLTON  
COUNCIL MINUTES  
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

### DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
  - A. **For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
  - A. **For the Regular Meeting of November 16, 2010**
  - B. **For the Regular Meeting of December 7, 2010**
  - C. **For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

**3. Presentation by Police Chief Titus on the current Nuisance Ordinance.**

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available. The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

**4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:**

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

- A. **VARIANCE CASE #11-401: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

**B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.**

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

**5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

**Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

**7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

**8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.**

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't put any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is no permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

## 9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

**10. Manager's Report**

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8<sup>th</sup> and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

**11. Executive Session - No need for an Executive Session**

**12. Adjournment**

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18<sup>th</sup> day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of April 2011



Rodney L. Rinehart  
Town Manager/Clerk

Exhibit "E"



NORTHERN  
ARIZONA  
UNIVERSITY

YUMA  
Branch Campus

NAU-Yuma  
PO Box 6238  
Yuma, AZ 85366-6238

928-317-8400  
928-317-6419 fax  
neu.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair  
Yuma County Board of Supervisors  
198 S. Main Street  
Yuma, AZ 85364

CC Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation  
Authority, Pursuant to A.R.S. § 28-9101, et seq.


Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

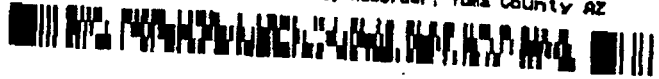
Sincerely,

  
Larry A. Gould, PhD  
Associate Vice President and Campus Executive Officer  
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION  
01/10/2011 10:37:33 AM Pages: 3 Fees: \$0.00  
Requested By: CITY OF YUMA  
Recorded By: dshepard  
Robyn Stallworth Pinal County Recorder, Yuma County AZ



Please return original document  
to the Board of Supervisors Office,  
ATTENTION: Dezarae Doten, 373-1105  
*(Name & phone number)*

## TYPE OF DOCUMENT:

Resolution No. 10-52

A Resolution of the Yuma County Board of Supervisors Establishing an  
Intergovernmental Public Transportation Authority within Yuma County, Pursuant to  
A.R.S. § 28-9102

## DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:  
December 13, 2010, Item No. D1.



**YUMA COUNTY BOARD OF SUPERVISORS  
RESOLUTION NO. 10-52**

**A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS  
ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION  
AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.**

**WHEREAS:** Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

**WHEREAS:** The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

**WHEREAS:** The organizing municipalities are not contiguous and have unincorporated areas between them; and

**WHEREAS:** The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

**WHEREAS:** The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

**NOW, THEREFORE,** it is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13<sup>th</sup> day of December, 2010

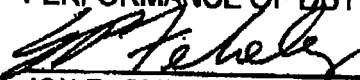
  
KATHRYN "CASEY" PROCHASKA, Chairman

PAGE 2  
RESOLUTION NO. 10-52

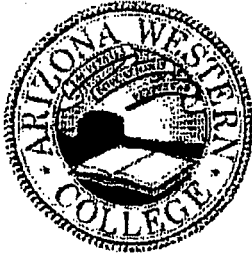
ATTEST:

  
ROBERT L. PICKELS, JR  
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF  
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

  
JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52\_Draft #3 RPks.doc



Office of the President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Voice: (928) 344-7500  
Fax: (928) 344-7709  
[www.azwestern.edu](http://www.azwestern.edu)

**Exhibit "G"**

August 8, 2011

John Andoh, CCTM, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

A handwritten signature in cursive script that reads "Glenn E. Mayle".

Dr. Glenn Mayle, President

Exhibit "H"



## THE COCOPAH INDIAN TRIBE

*Office of the Tribal Chairwoman*

*14515 S. Veterans Drive*

*Somerton, AZ 85350*

*Tel: (928) 627-2102*

*Fax: (928) 627-3173*

*Email: cocotcsec@cocopah.com*

October 18, 2011

John Andoh, Transit Director  
2715 E. 14<sup>th</sup> Street  
Yuma, AZ 85364

**RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.**

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

A handwritten signature in black ink, appearing to read "Sherry Cordova", written over a horizontal line.

Sherry Cordova, Chairwoman  
Cocopah Tribal Council

**Exhibit "I"**

**Formula for Funding**

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is \$5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	\$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	\$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	\$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	\$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	\$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	\$ -	0.00%
Arizona Western College*	College	1	-	0.00%	\$ -	0.00%
Cocopah Tribe*	Tribal	1	817	0.41%	\$ 2,181	0.41%
<b>TOTAL</b>		<b>9</b>	<b>198,051</b>	<b>100.00%</b>	<b>\$ 528,655</b>	<b>100.00%</b>

\*Buys access for students to ride YCAT for free.

\*Buys access for students to ride YCAT for free.

\*Cocopah pays an additional \$39,015 to provide Grey Route free fares and \$242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO \$ 528,655



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. N.

**Meeting Date:** 09/09/2015

**Department Head:** Robert Eads, City Manager, Administration

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

**Action Requested:** Motion  
Resolution

---

### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1109. A resolution of the Mayor and Council of the City of San Luis, Arizona approving contribution to Gadsden Elementary School District Marching Band. **(Robert A. Eads, City Manager)**

### SUMMARY:

The Gadsden Elementary School District Marching Band will be performing in Toledo, Spain on January 2, 2016 and participating in the Madrid, Spain parade of the Cabalgata de Reyes on January 5, 2016. The participants will also take advantage of various educational, cultural tours while in Spain as well as have traditional Spanish meals. The Marching Band consists of 130 participants ages 11 through 17. Each participant will need to pay a total amount of \$3,500.00 to cover airfare, lodging, meals, transportation in Spain and the educational tours. The participants and a parent committee have done fund raising to help the participants with this cost.

At the Council Meeting on March 25, 2015, the Marching Band made a presentation of this once-in-a-life-time opportunity and the fund raising activities they were working on. On the Mayor's suggestion at that meeting, the Marching Band intends to wear t-shirts that read "San Luis, Arizona" while in Spain and bring back pictures showing they wore them as well as video of the trip. Council directed staff to take the issue of contribution to the Marching Band to the Budget Retreat.

Council did formally budget \$15,000.00 for the purpose of supporting Marching Band participants in the Spain trip who are residents of San Luis, Arizona. Resolution #1109 provides that the \$15,000.00 contribution is to be divided equally among the said Marching Band participants who are San Luis, Arizona residents for the purpose of defraying the \$3,500.00 cost to each participant of the travel and educational tours.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 1109.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** 15,000.00  
**BUDGETED:** Yes  
**AVAILABLE TO TRANSFER:** No Transfer Required  
**ACCOUNT #/REMAINING BALANCE:** Account  
#100-110-80007-Sponsorships/Pledges  
/Remaining Balance \$50,650.00

#### **FISCAL IMPACT STATEMENT:**

Account No: 100-110-80007, City Council Sponsorships/Pledges. Amount is budget for fiscal year 2015-2016.

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### Attachments

Resolution 1109

Presentation

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# Resolution

NO. 1109

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONTRIBUTION TO THE GADSDEN ELEMENTARY SCHOOL DISTRICT MARCHING BAND.

WHEREAS, the City of San Luis will be contributing to the Gadsden Elementary School District Marching Band for their participation at the 2016 Cabalgata de Reyes Magos in Madrid, Spain on January 5, 2016;

WHEREAS, the band consists of 130 participants ages 11-17, and each participant shall pay \$3,500.00, which covers airfare, lodging, meals, transportation in Spain and educational tours. The City of San Luis assisted the marching band in 2013 to make their dream a reality to participate in the 2013 New Year's London Parade in England. With the City of San Luis contributing it will help alleviate the costs of the marching band's participation at this parade; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution of \$15,000.00.

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

Section 1: That the appropriate City officials are hereby authorized and directed to submit the contribution to Gadsden Elementary School District Marching Band for the purpose of the 2016 Cabalgata de Reyes Magos in the amount of \$15,000.00.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of San Luis

P.O. Box 1170  
1090 E. Union Street  
San Luis, AZ 85349-1170  
Ph (928) 341-8520 • Fax (928) 341-8539

**APPROVED** by Council

Date: 3/25/2015  
Clerks Office: SC

## AGENDA ITEM REVIEW FORM

**ITEM:** Presentation, discussion and possible action on any and all matters regarding request for funds by the Gadsden Elementary School District Marching Band to participate at the 2016 Cabalgata de Reyes Magos in Madrid, Spain on January 5, 2016.

**SUMMARY:** The Gadsden Elementary School District Marching Band will be participating at the 2016 Cabalgata de Reyes Magos in Madrid, Spain on January 5, 2016. The band consists of 130 participants ages 11-17, each participant will need to pay a total amount of \$3,500.00 which covers airfare, lodging, meals, transportation in Spain and educational tours. Fund raiser activities are being held by the parent committee to help with the costs of the trip and donations have been made by different organizations and individuals. The City of San Luis assisted the marching band in 2013 to make their dream a reality to participate in the 2013 New Year's London Parade in England and any financial assistance the City of San Luis can provide for this trip will help alleviate the costs of the marching band's participation at this parade. No funding allocations have been made as the budget retreat for FY 2015-2016 is scheduled for April 17-19, 2015.

### RECOMMENDATION/SUGGESTED MOTION:

**MOTION TO DIRECT STAFF TO STUDY THIS ITEM FOR THE BUDGET RETREAT DISCUSSION FOR FY 2015-2016.**

**FUNDING SOURCE/BUDGETED ITEM:**  YES  NO  N/A

Please explain the funding source (**account # to be used and remaining account balance**):

**SIGNATURE:**

*Sonia Cornelio*

Sonia Cornelio

**Title:**

City Clerk

**DATE OF MEETING:** March 25, 2015

**Reviewed by City Manager:**

*Robert Eads*  
Robert Eads

**RECEIVED**

MAR 18 2015

**Office of the City Clerk**  
City of San Luis, Arizona

**MOTION:** Council Member R. Walshe/Council Member A. Luna-Carrasco to approve the final plat for the Magrino Industrial Park Unit No. 2, approval is subject to the conditions set forth in attachment A. Motion passed unanimously.

**6. Presentation, discussion and possible action on any and all matters regarding request for funds by the Gadsden Elementary School District Marching Band to participate at the 2016 Cabalgata de los Reyes Magos in Madrid, Spain on January 5, 2016. (Liliana Navarrete)**

Ms. Liliana Navarrete, Marching Band Parent Committee President, explained to the Mayor and City Council the 2015 report which included the official invitation letter to participate in the 2016 "Cabalgata de los Reyes Magos" in Spain, itinerary, proof of payment, fundraisers, donations, expenses and list of participants. Ms. Navarrete added that the total duration of this trip is eight (8) days.

Miss Teresa Muñoz, Member of the Marching Band, thanked the Mayor and City Council for the donations and support to make their New England participation a reality. Miss Muñoz talked about her participation experience in London and how this educational trip helped her in addition she elaborated on the hard work every participant performed as well as their parents.

Miss Dalila Navarrete, Member of the Marching Band, thanked the Mayor and City Council for their time and support and stated that she has been a member of the marching band for four (4) years. Miss Navarrete mentioned that her siblings had the opportunity to participate at the event in New England last year, however she did not and would love to be able to participate next year in the 2016 Cabalgata de los Reyes Magos in Spain.

Mayor G. Sanchez stated that last year when the City assisted them a special request was asked and that was to provide a video of the students' performance in London. This video was going to be presented to the Mayor and City Council on their return at a Council meeting and did not happen. Ms. Navarrete responded that there was an issue with the recording of the video of that event, however she added they are committed to make sure that for the 2016 Cabalgata a video will be done to be presented to the Mayor and Council. Mayor G. Sanchez said that it is important as the City must justify the expenses and suggested that the marching band wear t-shirts that read San Luis, Arizona and bring back pictures demonstrating that the t-shirts were used. Mayor G. Sanchez furthermore added that at the moment the City does not count with funds for this purpose and asked why was this item an action item if the City cannot award any kind of funding at the moment.

Council Member R. Walshe suggested using the City of San Luis logo on the t-shirts.

Mr. Glenn Gimbut, City Attorney, responded that it does not need to be an action item, however, it probably is good politics to show that the City Council is interested in this therefore making a motion to direct staff to bring this to study at the budget retreat for discussion.

**MOTION:** Council Member A. Luna-Carrasco/Council Member M.C. Ramos to direct staff to study this item for the budget retreat discussion for FY 2015-2016. Motion passed unanimously.

**7. Discussion and possible action on any and all matters regarding the awarding of bid to Desert Valley Cabinets, LLC, in the amount of \$23,242.50 for the construction of the courtroom's bench which includes Judge's bench work area, Clerk's work area, Witness stand, Counsel's tables (2) with fence partition and Jury box. (Rosendo Morales)**

Mr. Rosendo Morales Jr., Court Magistrate, explained that the Court received three (3) bids from Desert Valley Cabinets, LLC in the amount of \$23,242.50; Big Adventure Construction, Inc., in the amount of \$24,888.00 and Pilkington Construction Co., Inc. in the amount of \$30,390.00. for the construction of the Courtroom's bench and related areas. The lowest bidder is Desert Valley Cabinets, LLC in the amount of \$23,242.50.

**MOTION:** Council Member A. Luna-Carrasco/Council Member M.C. Ramos to award bid for the construction of the Courtroom's bench to Desert Valley Cabinets, LLC, in the amount of \$23,242.50. Motion passed unanimously.

**8. Discussion and possible action on any and all matters regarding the approval and authorization of the renewal of the Standard Software Management Agreement (SSMA) with "New World Systems" to obtain software support service over the next five (5) years beginning July 1, 2015. (Katie St. Louis)**

Ms. Katie St. Louis, Finance Director, stated that the contract renewal ensures that the City will be able to take advantage not only of software updates and upgrades as the company continues to invest in future research and development but also the ability of obtaining telephone support as well as additional training. The contract is for five (5) and the annual amounts are illustrated on contract.

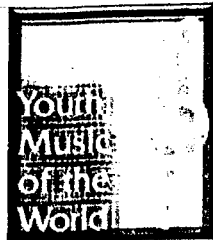
**MOTION:** Council Member R. Walshe/Council Member A. Luna-Carrasco to approve and authorize the renewal of our maintenance agreement with New World Systems for uninterrupted support services of the Logos Software. Motion passed unanimously.

**9. Discussion and possible action to confirm and ratify authority of City Attorney to represent City in Francisco Villa v. Rosendo Morales and seek award of attorney's fees and costs from Dale Wren and Francisco Villa. (Glenn Gimbut)**

Mr. Glenn Gimbut, City Attorney, explained that On February 14, 2014, Mr. Francisco Javier Villa dressed as a woman, went to the parking lot of the local restaurant, Mariscos El Navegante, approached a waitress, and had her come over to him. He then asked her if she noticed something on him, and she stated he appeared to have woman's breasts, and then he asked her if she noticed something else on him, to which she replied he appeared to be wearing woman's slippers. Mr. Villa then told her to look at his genital area, which he referred to as a "bump" that every man has. He then asked her a second time to look at his "bump" the waitress left the area and called the police. Mr. Villa then got in his car and drove away.



**Madrid**



In recognition of a reputation for excellence in musical performance, Youth Music of the World, in association with the offices of The Mayor and Deputy Mayors of Madrid, The Director General of Madrid Cultural Activities Dr. Manuel Lagos Gismero, and the Organising Committee of the annual 'Cabalgata de Reyes' take great pleasure in extending an invitation to

*Gadsden School District Marching Band,  
Arizona, USA*

to participate in The 'Cabalgata de Reyes' – Night of the Three Kings Parade – to take place in Madrid on the 5th January, 2015.

Robert C. Bone  
Honorary President,  
Youth Music of The World





# Reporte 2015

Invitación oficial para participar en

# Madrid, España

\* Itinerary





**Madrid**



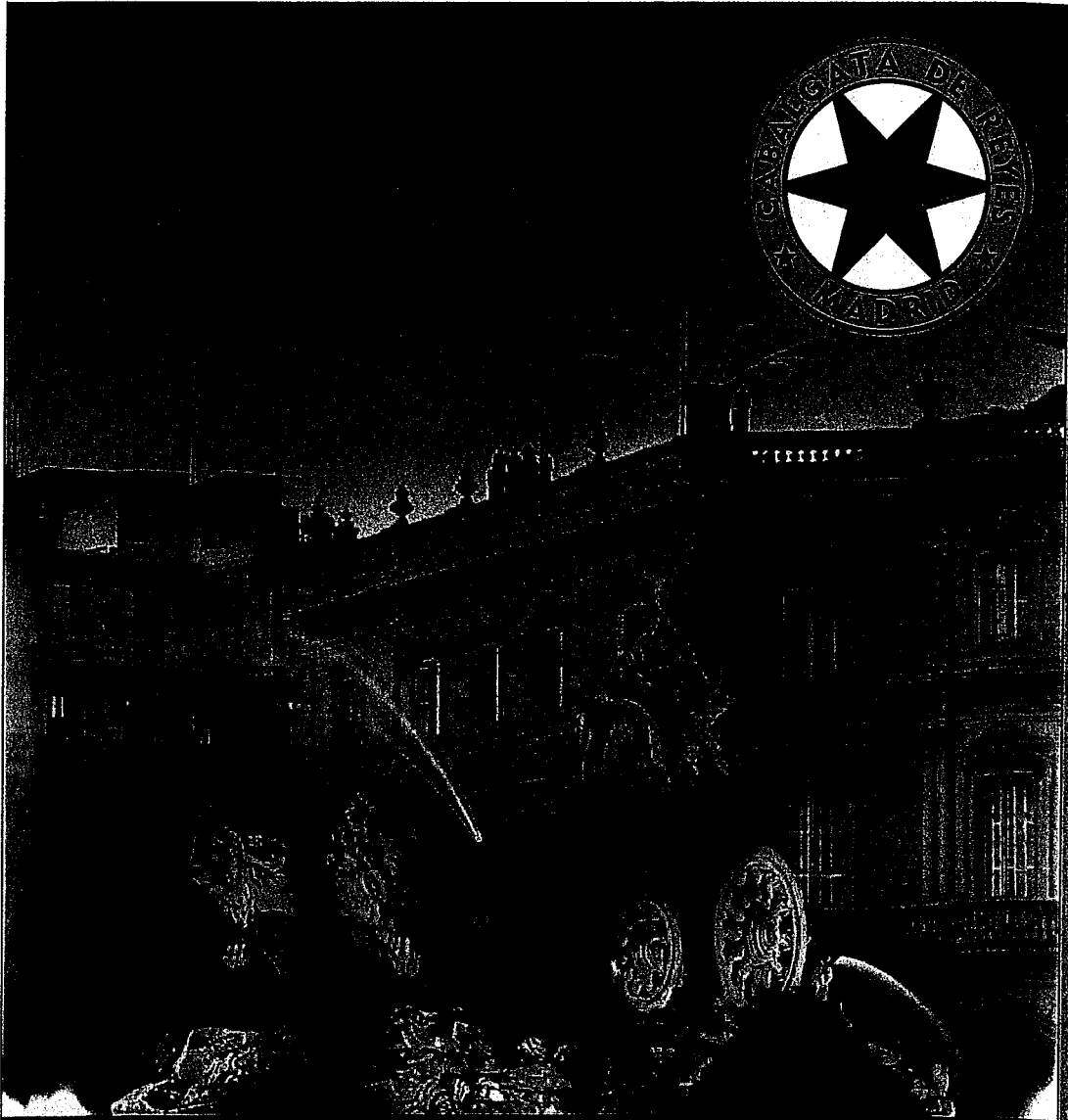
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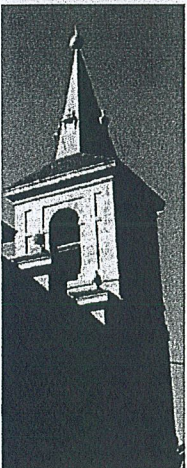
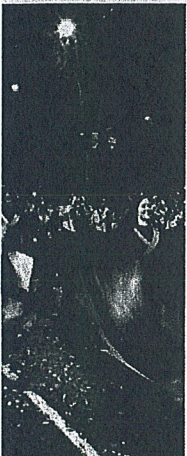
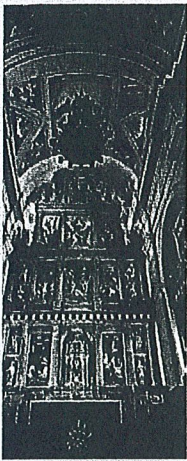
Robert C. Bone  
Honorary President,  
Youth Music of The World





### Your Hotel

VINCCI SoMa Hotel  
Calle Goya, 79 28001 Madrid  
Tel. +34 91 435 75 45  
Fax: +34 91 431 09 43  
[www.vinccihoteles.com](http://www.vinccihoteles.com)



### Day 1 30th December

Depart USA on flights to Europe. Dinner and breakfast will be served on your trans-Atlantic flight.

### Day 2 31st December

Welcome to Madrid.

Once you have cleared customs and baggage claim you will be met by a representative of Youth Music of the World who will assist with the transfer to your hotel.

Board your luxury coach for the transfer to the hotel.

12.00pm An orientation meeting will be held in a meeting room in your hotel.

1.00pm You will be taken on a walk around the vicinity of your hotel to see the nearby stores, ATMs etc.

9.00pm A New Year's Eve buffet dinner will be served in your hotel.

00.30am Celebrations end.

### Day 3 1st January

A full continental buffet breakfast will be served each morning in a private room in your hotel. The substantial menu will include all of the continental breakfast items such as cereals, fruit juice, yogurt, cheese and hams, with a selection of breads and sweet pastries, tea, coffee and hot chocolate.

From 8.00am Breakfast is served in the hotel.

9.00am Depart your hotel by motor coach for a combined COACH AND WALKING TOUR OF MADRID with a qualified tour guide.

The morning portion of the tour will be on the coach.

The tour will give an overview of Madrid, the provide you with the opportunity to see all of the great buildings, parks and avenues and to learn as much of Madrid's history and current political and cultural importance as possible.

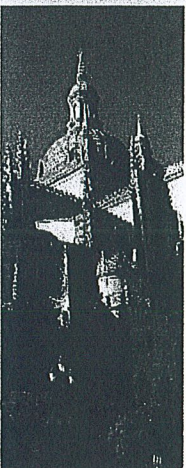
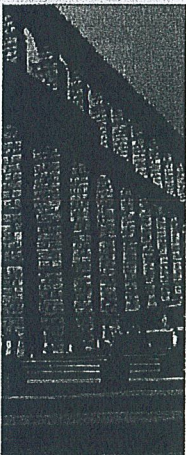
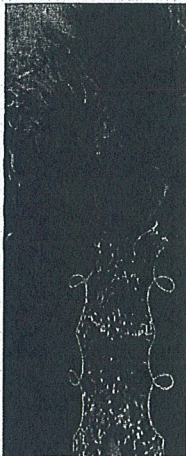
1.00pm Independent lunch in central Madrid.



- 2.30pm** The walking portion of the tour will continue after lunch taking you around all of the main plazas in the city.
- 5.30pm** Return by coach to the hotel.
- 8.00pm** Dinner this evening will be at the Museo del Jamon.

#### Day 4 2nd January

- From 9.00am** Breakfast is served in the hotel.
- Load all instruments onto the coach in preparation for your afternoon performance in Toledo.
- 10.00am** Depart from the hotel by coach for a day of sightseeing and performance in Toledo.
- Toledo was the capital of Spain and home to the Spanish Court until 1563. It is now the capital of the province of Castilla la Mancha. It was declared a World Heritage Site by UNESCO in 1986 for its extensive cultural and monumental heritage
- 11.30am** This morning you will be performing in Toledo in front of the Toledo Cathedral and through the winding streets of the city.
- After the performance you will have free time for an independent lunch and personal shopping and sightseeing.
- 2.30pm** This afternoon you will be taken on a guided walking tour around Toledo. Famous for its rich history and the co-existence of Christian, Islamic and Jewish cultures the tour will take you to both the 13th Century High Gothic Cathedral in Toledo, as well as to the Synagogue of El Transito known for its rich stucco decoration. You will also tour the Damasquinado factory as the city of Toledo is also well known for its Damascene swords. You will be able to see the metals being laid into one another to form knives, armour and jewellery. Different iron sculptures can also be found with 'Don Quixote de la Mancha' being particularly popular.
- 5.00pm** Return from Toledo by coach to your hotel.
- 7.30pm** Depart from the hotel by coach for dinner this evening at the Café Real Restaurant in the Bernabeu Football Stadium, the home of the Real Madrid football team!



## Day 5 3rd January

**From 8.00am** Breakfast is served.

**9.00am** This morning you will be taken on a guided tour of the Prado Museum. The Prado Museum is full of works by very famous artists including El Greco, Velasquez, Rubens, Goya and Bosch, and maintains the art collection of Fernando VII and other Royals. The Prado is one of the foremost art Museums in the world, however in Madrid there are two other famous art Museum which, together with the Prado, are called The Golden Triangle. In your free time you may want to check out the other two, the Thyssen Museum and the Reina Sofia.

Lunch at leisure.

**2.00pm** This afternoon you will be taken on a guided tour of the Royal Palace and Almudena Cathedral. The Royal Palace is the official residence of the Kings and Queens of Spain, and is made up of 3,000 rooms some of which are still used for State Banquets and great occasions today. The impressive building made mainly of marble and white stone is filled with works of art, porcelain, armour and tapestries. Make sure to see the opulent apartments of Charles III in particular his dressing rooms, also the huge State Dining Room created by Alonso XIII and the Royal Pharmacy is also definitely worth a quick look! The Almudena Cathedral next door to the Palace is the seat of the Roman Catholic Archdiocese of Madrid and unique for its Neo-Gothic decoration and modern paintings including pop art.

**8.00pm** Depart by coach from the hotel for dinner. To get a real taste of Spain this evening you will be going to Las Carboneras Restaurant for an evening of flamenco dancing and a full tapas meal consisting of a very large number of small dishes served continually throughout the meal to allow you to try out a huge range of different Spanish foods and dishes.

## Day 6 4th January

**From 8.00am** Breakfast is served in the hotel.

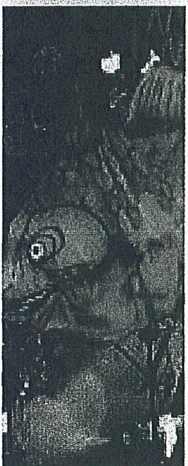
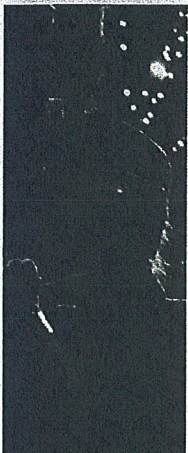
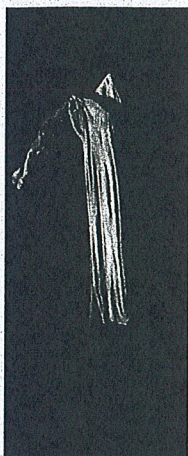
**9.00am** Depart by luxury coach to El Escorial.



	<p>The town of El Escorial is located about 20 miles North East of Madrid. It was constructed by Felipe II after winning the Battle of St. Quentin in 1557, as a way of thanking God for his victory. The town revolves around San Lorenzo del Escorial, a magnificent Palace and Monastery complex and the mausoleum of the Spanish Monarchs. You will enjoy an extensive visit to the Palace and Monastery with an English spoken commentary.</p>
<b>1.00pm</b>	<p>Travel on by coach to Segovia driving past the the Valley of the Fallen monument, an underground church and tomb topped with a 500ft stone cross, honouring those who died in the Spanish Civil War.</p> <p>On arrival in Segovia stop for an independent lunch. The Avenida de Fernandez is full of restaurants and cafes and may be a good place to go for lunch.</p> <p>Segovia is Spain and Castile at its best - twisting alleyways, the highest concentration of Romanesque churches in all of Europe, pedestrian streets, the aroma of roast suckling pig around every corner – all surrounded by the city's medieval wall which itself is bordered by two rivers and an extensive green-belt park. In Segovia you will be taken on a guided tour around the city to see the 2000 year old Roman Aqueduct and the 1525 Cathedral of Segovia. You will also visit the famous Alcázar Cathedral, source of inspiration to Walt Disney, and the location where Queen Isabel promised Columbus the financial backing he needed to discover America.</p>
<b>5.30pm</b>	<p>Return by coach to Madrid.</p>
<b>8.00pm</b>	<p>Dinner will be served in a banqueting room in your hotel.</p>

**Day 7 5th January**

<b>From 9.00am</b>	<p>Breakfast is served in the hotel.</p> <p>This morning is free for independent sightseeing and shopping. Lunch at leisure.</p>
<b>4.00pm</b>	<p>Please be ready in the lobby of your hotel in uniform and instruments, ready to depart.</p>
<b>4.30pm</b>	<p>Depart your hotel by luxury coach for the Cabalgata de Reyes assembly area at Nuevos Ministerios. The processional route is some 3 kilometres in length proceeding along the Paseo de La Castellana and the Paseo de Recoletos from Nuevos Ministerios</p>



to the new City Hall at Plaza de Cibeles. When you reach the Plaza de Cibeles you have the opportunity to perform in front of the VIP and public grandstands.

The route is guaranteed to be packed with spectators, perhaps as many as two million, who will thrill to your performances and the fantastic and exotic floats. The parade will end with the arrival of the Three Kings on the last float to reach Plaza de Cibeles. This will be at approximately 9.00pm after which the spectators will continue partying and present giving for the rest of the night. The following day is a public holiday!

**6.00pm**

The Cabalgata de Reyes Parade begins.

**8.00pm**

Return to the hotel after the performance.

**9.00pm**

Depart the hotel for a traditional Spanish dinner of paella at El Arrozal Restaurant.

**Day 8**

**6th January**

**From 7.00am**

Breakfast is served in the hotel.

Depart the hotel by luxury coach for the airport.

Check in for your flight. Lunch and snacks will be served.

Have a safe journey home!

Comprobante de pagos

# 2015 Cabalgata de Reyes, Madrid





**Terms and Conditions (Remitter and Payee):**

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY  
CASHIER'S CHECK**

**Customer Copy  
9193808990**

03/10/2015  
Void after 7 years

**Remitter: GADSDEN ELEMENTARY MARCHING**

**\*\* 15,000.00 \*\***

**Pay To The Order Of: PERFORMANCE TRAVEL LIMITED  
CLIENT ACCOUNT**

Drawer: **JPMORGAN CHASE BANK, N.A.**  
**NON NEGOTIABLE**

Memo: \_\_\_\_\_  
Note: For information only. Comment has no effect on bank's payment.

28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



**CASHIER'S CHECK**

**9193808990** 91-2  
Void after 7 years 1221

Date 03/10/2015

**Remitter: GADSDEN ELEMENTARY MARCHING**

**Pay To The Order Of: PERFORMANCE TRAVEL LIMITED  
CLIENT ACCOUNT**

**Pay: FIFTEEN THOUSAND  
DOLLARS AND 00 CENTS**

**\*\* 15,000.00 \*\***

Drawer: **JPMORGAN CHASE BANK, N.A.**

*Paulaher*  
Senior Vice President  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ

Do not write outside this box.

Memo: Deposit  
Note: For information only. Comment has no effect on bank's payment.



⑈9193808990⑈ ⑆122100024⑆ 758661409⑈

# CONTRACT

**Between:** Youth Music of the World represented by Performance Travel Ltd. in the USA

**For:** A performance tour to the 'Cabalgata de Reyes' Madrid 2016

**And:** Gadsden School District Marching Band

The following thirteen (13) pages of documentation – contract of nine (9) pages (including this cover sheet), and appendix of four (4) pages constitutes a contract between the parties named above.

Signed by Performance Travel Ltd. representing Youth Music of the World in the USA

**Sign:** *Bobbi Peddicord*

**Print Name:** Bobbi Peddicord (Mrs.)

**Date:** Third Day of December 2014

**Signed on behalf of:** Gadsden School District Marching Band

**Sign:** *[Signature]* .....

**Print Name:** *Jesus Martin Peralta* .....

**Date:** *03/11/2015* .....

**Witnessed:** *Betzabeth Garcia* .....

**Print Name:** *Betzabeth Garcia* .....

**Date:** *03/11/15* .....

**FedEx** Express **NEW Package**  
**US Airbill**

FedEx Tracking Number **8046 0178 9655**



**1 From** Please print and press hard.

Date **3-11-15** Sender's FedEx Account Number **305-414-508** ONLY

Sender's Name **Rocio Godoy** Phone **928 627-6571**

Company **Gadsden School District No. 32**

Address **1453 N. Main St., Suite F**  
Dept./Floor/Suite/Room

City **San Luis** State **AZ** ZIP **85349**

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice. **OPTIONAL**

**3 To**

Recipient's Name **Bobbi Peddicord** Phone ( )

Company **Performance Travel Ltd**

Address **5366 Twin Hickory Road**  
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address **Suite A**  
Use this line for the HOLD location address or for continuation of your shipping address.

City **Glen Allen** State **VA** ZIP **23059-5682**  
**Virginia, USA**

**HOLD Weekday**  
FedEx location address  
**REQUIRED. NOT available for**  
FedEx First Overnight.

**HOLD Saturday**  
FedEx location address  
**REQUIRED. Available ONLY for**  
FedEx Priority Overnight and  
FedEx 2Day to select locations.

**4 Express Package Service** \*To most locations.

NOTE: Service order has changed. Please select carefully.

**Packages up to 150 lbs.**  
For packages over 150 lbs. use the new FedEx Express Freight US Airbill.

~~Non-Business Days~~

~~Business Days~~

- FedEx First Overnight**  
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Priority Overnight**  
Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Standard Overnight**  
Next business afternoon.\*  
Saturday Delivery NOT available.

- FedEx 2Day A.M.**  
Second business morning.\*  
Saturday Delivery NOT available.
- FedEx 2Day**  
Second business afternoon.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Express Saver**  
Third business day.\*  
Saturday Delivery NOT available.

**5 Packaging** \*Declared value limit \$500.

- FedEx Envelope\***
- FedEx Pak\***
- FedEx Box**
- FedEx Tube**
- Other**

**6 Special Handling and Delivery Signature Options**

- SATURDAY Delivery**  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
- No Signature Required**  
Package may be left without obtaining a signature for delivery.
- Direct Signature**  
Someone at recipient's address may sign for delivery. **Fee applies.**
- Indirect Signature**  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. **Fee applies.**

**Does this shipment contain dangerous goods?**

- One box must be checked.
- No**  **Yes** As per attached Shipper's Declaration.  **Yes** Shipper's Declaration not required.
- Dry Ice** Dry ice, 6, UN 1845 \_\_\_\_\_ x \_\_\_\_\_ kg
- Cargo Aircraft Only**
- \* Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

**7 Payment Bill to:**

- Enter FedEx Acct. No. or Credit Card No. below.
- Sender** Acct. No. in Section will be billed.  **Recipient**  **Third Party**  **Credit Card**  **Cash/Check**
- FedEx Acct. No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Credit Card No. \_\_\_\_\_

Total Packages \_\_\_\_\_ Total Weight \_\_\_\_\_ lbs. Total Declared Value<sup>†</sup> \$ \_\_\_\_\_ .00

† Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

**644**

**!** **Easy new Peel-and-Stick airbill. No pouch needed.**  
Apply airbill directly to your package. See directions on back.

# Eventos para recaudar fondos



**Eventos para recaudar fondos/España 2016:**

<b>Fecha</b>	<b>Actividad</b>
Octubre 18, 2014	Venta de Krispy Kreme Doughnuts
Diciembre 13, 2014	Venta de World's Finest Chocolates
Enero 28, 2015	Sorteo
Marzo 7, 2015	Venta de Krispy Kreme Doughnuts- Segunda Ronda
Abril 11, 2015	Venta de World's Finest Chocolates- Segunda Ronda
Abril 29, 2015	Sorteo- Segunda Ronda

# Donativos



**GESD32 Marching Band**

**Record of Donation Request letters**

Trip to SPAIN - December 2015

Sent	Company	Attention	Address	City	Date Rcvd	Donation
26-Sep	MICHELLE'S Auto Sales	Hector J. Garcia	3381 E. County 15th St.	Somerton, AZ 85350		
20-Oct	Dole Fresh Vegetables	Jerry Muldoon, Senior Ag. Manager	3725 S. Ave. 3E	Yuma, AZ 85365	11/12/14	\$150.00
29-Oct		Hector Rivera	P.O. Box 4223	San Luis, AZ 85349		
29-Oct	Yuma Regional Medical Center	Machele Headington, VP of Marketing and	<i>Hand delivered by Joaquin Encinas</i>			
30-Oct	Pasquinelli Produce	Gary Pasquinelli, President	2144 W. 24th St Suite 1	Yuma Arizona 85364	11/24/14	\$500.00
30-Oct	JVFarms Inc.	Austin Savage, Vice President	701 W. 16th St. Suite 201	Yuma AZ. 85364		
30-Oct	TLC Custom Farming Company, LL	Tim Dempsey	11455 S Ave. D	Yuma AZ 85365	12/9/14	\$1,000.00
30-Oct	Griffin Ranches	Ray Griffin	PO BOX 1769	Somerton, AZ 85350		
30-Oct	Amigo Farms	Bruce Williams, President	4245 E. HWY 80	Yuma AZ 85365	12/3/14	\$500.00
7-Nov	Sunset Community Health Center	Mr. David Rogers	2060 W 24th St	Yuma, AZ 85364		
12-Nov	Emerald Springs	Deborah Ludington	1475 S. 46th Ave	Yuma, AZ 85364		
16-Jan	Storm Educational Ent. Inc.	Mr. and Mrs. Storm	P.O. Box 501995	San Diego, CA 92150-1995		
2-Feb	Walmart Sttores, Inc.	Teresa Vargas		San Luis, AZ 85349		
2-Mar	Quality Assurance	Jesus A. Garcia, Director	214 Main Street ( <i>Joaquin Encinas</i> )	Somerton, AZ 85350		

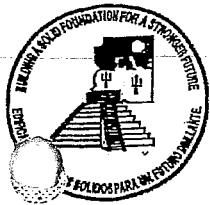
**Received without request** Thank you letter Mailed

22-Sep		Fredrick P & Kathleen Hibberd	1665 Branciforte Dr.	Santa Cruz, CA 95065	9/26/2014	\$50.00
25-Sep	Livable Communities PAC	Raul & Mona Grijalva	600 Pennsylvania Ave. SE. STE. 340	Washington, DC 20003	9/25/2014	\$1,000.00
15-Oct	Optimist Club of Yuma	District #31(AZ)-Zone #1-Club #31170	P.O. Box 4157	Yuma, AZ 85366	10/15/2014	\$400.00
3-Nov	ABC Solutions	Pamela Swanson	351 Farallon Dr.	Lake Havasu City, AZ 86403	11/3/2014	\$50.00
3-Nov	Jesus Loves You	Chaplain Bea Evans	3139 Crestview Drive	Lake Havasu City, AZ 86404	11/3/2014	\$100.00
4-Nov		Marlys J. Bobo	3300 Arapaho Dr. Apt. B	Lake Havasu City, AZ 86406	11/5/2014	\$25.00
13-Nov	T & P Farms, INC.	Jesus Tovar	P.O. Box 3230	Somerton, AZ 85350	11/19/2014	\$3,000.00
22-Nov	GC Farming, LLC	John Chavez	P.O. Bo 5700	Yuma, AZ 85366-2484	11/22/2014	\$200.00
1-Dec		Robert F & Carol V. Spaulding	P.O. Box 1970, 124 Cactus Apt. A	Somerton, AZ 85350	1/21/2015	\$500.00
2-Dec	Kevin Grizzle Farms, LLC	Kevin Grizzle	1395 Bonds Corner Road	Holtville, CA 92250	12/2/2014	\$250.00
3-Dec		W.J Jr. & Vicki-Lynne Scott	4247 W. County 13th St.	Yuma, AZ 85365	12/3/2014	\$250.00
3-Dec	Scott Resources	W.J Jr. & Vicki-Lynne Scott	4247 W. County 13th St.	Yuma, AZ 85365-8007	12/3/2014	\$250.00
3-Dec	Diamond S. Farms, LLC	W.J Jr. & Vicki-Lynne Scott	4247 W. County 13th St.	Yuma, AZ 85365-8007	12/3/2014	\$250.00
4-Dec		Thomas R. & Patricia A. Valdez	11526 E. Del Golfo	Yuma, AZ 85367	12/5/2014	\$300.00
9-Dec		Carl R. & Jacqueline M. Schiller	3593 Texoma Dr.	Lake Havasu City, AZ 86404	12/9/2014	\$20.00



Gastos del distrito escolar





GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030027	Page 1 of 2
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

V. N. • V002955

**FAXED AUG 4 - 2014**

V • CASCIO INTERSTATE MUSIC  
 E • 13819 W NATIONAL AVE  
 N • NEW BERLIN, WI 53151  
 O •  
 R •

S • GADSDEN SCHOOL DISTRICT #32  
 H • P.O. BOX 6870  
 I • 1453 N. MAIN STREET STE. F  
 P •  
 T • SAN LUIS, AZ 85349  
 O •

(800) 462-2263 FAX(800) 529-0382

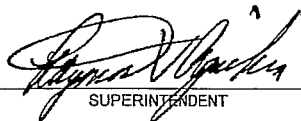
VENDOR ACCT#	DATE OF ORDER	DATE REQUIRED	CONTRACT#	REQUESTOR	REQ #
	08/04/14			Martin Peralta SWJh	R014982

QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
10	EA		Rico DB Clarinet 25 Box #2.5 item # RE0012.5	32.79	327.90
		001-100-1000-6610-500-0050		327.90	
11	EA		Rico Tenor Saxophone Reeds, Box of 25 #2.5 item # RE0052.5	62.88	691.68
		001-100-1000-6610-500-0050		691.68	
5	EA		Rico Alto Saxophone Reeds, Box of 25 # 2.5 Item # RE0022.5	46.88	234.40
		001-100-1000-6610-500-0050		234.40	
60	EA		Al Cass Fast Valve Slide and Key oil item # OP023	3.77	226.20
		001-100-1000-6610-500-0050		226.20	
5	EA		Selmer Goldentone Student Clarinet Mouothpiece item # MP0073	18.19	90.95
		001-100-1000-6610-500-0050		90.95	
2	EA		Neotech Soft Harness Strap, Regular with loop black item # WA316RL	35.95	71.90
		001-100-1000-6610-500-0050		71.90	
2	EA		Neotech Soft Harness strap junior with loop black item # WA316JL	35.95	71.90

\*\*\*CONTINUED\*\*\*

I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any made against this encumbrance; and that if the available funds are from federal grant, pt, or source, this purchase is authorized under the terms of such grant, contract, or source.

**TOTAL**

  
 SUPERINTENDENT

**OUT OF STATE VENDORS:**

We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR



GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030027	Page 2 of 2
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

V. N. • V002955

V. • CASCIO INTERSTATE MUSIC  
 • 13819 W NATIONAL AVE  
 • NEW BERLIN, WI 53151  
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S. • GADSDEN SCHOOL DISTRICT #32  
 • P.O. BOX 6870  
 • 1453 N. MAIN STREET STE. F  
 • SAN LUIS, AZ 85349  
 •  
 •  
 •

(800) 462-2263 FAX(800) 529-0382

VENDOR ACCT#		CONTRACT#	
DATE OF ORDER	DATE REQUIRED	REQUESTOR	REQ #
08/04/14		Martin Peralta SWJh	R014982

QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
2	EA	001-100-1000-6610-500-0050	Neotech Soft Harness Strap Xlong with loop black # WA316XLL	71.90	73.90
5	EA	001-100-1000-6610-500-0050	Selmer Goldentone Student Alto Sax Mouthpieces item # MP0083	21.09	105.45
5	EA	001-100-1000-6610-500-0050	Selmer Goldentone Student Tenor Sax Mouthpieces item # MP0073	20.69	103.45
		001-100-1000-6610-500-0050		103.45	

I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any made against this encumbrance; and that if the available funds are from federal grant, it, or source, this purchase is authorized under the terms of such grant, contract, or source.

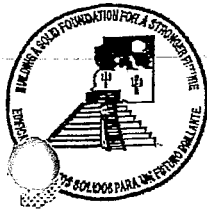
**TOTAL** 1,997.73

SUPERINTENDENT

**OUT OF STATE VENDORS:**  
 We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR





GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030104	Page 1 of 3
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
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V. N. • V002955

V • CASCIO INTERSTATE MUSIC  
 E • 13819 W NATIONAL AVE  
 N • NEW BERLIN, WI 53151  
 O •  
 R •

S • GADSDEN SCHOOL DISTRICT #32  
 H • P.O. BOX 6870  
 I • 1453 N. MAIN STREET STE. F  
 P • SAN LUIS, AZ 85349  
 T •  
 O •

(800) 462-2263 FAX (800) 529-0382

VENDOR ACCT#	CONTRACT#	REQUESTOR	REQ #
08/13/14		Martin Peralta SWJH	R015021

*dated 8/13/14*

QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
5	EA		Remo SA0313TD 13" Ambassador Mylar Clear Marching Snare Side Reasonant Drumheadsd # DH00213S	12.08	60.40
		001-100-1000-6610-500-0050		60.40	
6	EA		Remo 10" Pinstripe clear Drumhead # DH04410T	12.78	76.68
		001-100-1000-6610-500-0050		76.68	
6	EA		Remo 12" Pinstripe clear Drumhead DH04412T	14.48	86.88
		001-100-1000-6610-500-0050		86.88	
2	EA		Remo 26" Powermax 2 Ultra White Marching Bass Drum Head # DH50726W	45.28	90.56
		001-100-1000-6610-500-0050		90.56	
2	EA		Remo 24" Powermax 2 Ultra White Marhcing bass drum head # DH50724W	41.78	83.56
		001-100-1000-6610-500-0050		83.56	
2	EA		Remo 22" Powermax 2 ultra white marching bass drum head # DH50722W	39.38	78.76
		001-100-1000-6610-500-0050		78.76	

I hereby certify under penalties of perjury that the purchase described herein is for a bona fide public purpose and that funds have been appropriated or are otherwise available for payment of any amount made against this encumbrance; and that if the available funds are from federal grant, contract, or source, this purchase is authorized under the terms of such grant, contract, or source.

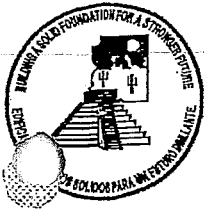
**TOTAL**

*[Signature]*  
 SUPERINTENDENT

**OUT OF STATE VENDORS:**

We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR



GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030104	Page 2 of 3
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

V. N. • V002955

VENDOR  
 CASCIO INTERSTATE MUSIC  
 13819 W NATIONAL AVE  
 NEW BERLIN, WI 53151

SUPPLIER  
 GADSDEN SCHOOL DISTRICT #32  
 P.O. BOX 6870  
 1453 N. MAIN STREET STE. F  
 SAN LUIS, AZ 85349

(800) 462-2263 FAX(800) 529-0382

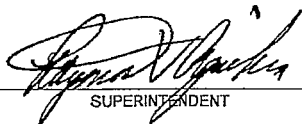
VENDOR ACCT#	CONTRACT#	DATE OF ORDER	DATE REQUIRED	REQUESTOR	REQ #
		08/13/14		Martin Peralta SWJH	R015021

QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
3	EA		Vic Firth MB4H Corpsmaster Series Hard Felt Bass Drum Mallets # SM126MB4H	36.18	108.54
		001-100-1000-6610-500-0050		108.54	
9	EA		Vic Firth MB2H Corpsmaster Series hard Felt Bass Drum Mallets # SM126MB2H	27.08	243.72
		001-100-1000-6610-500-0050		243.72	
50	EA		Vic Firth Corpsmaster Ralph Hardimon Snare Sticks Nylon Tip # SM021RHN	9.48	474.00
		001-100-1000-6610-500-0050		474.00	
4	EA		LP Latin Percussion LP1207 Low Pitch Red Jam block # PA675LOW	33.99	135.96
		001-100-1000-6610-500-0050		135.96	
4	EA		LP Latin Percussion LP592S Splash Cymbal Claw Attachment # PA707S	31.98	127.92
		001-100-1000-6610-500-0050		127.92	
5	EA		Back Trumpet Mouthpiece 3C # MP0543C	56.00	280.00
		001-100-1000-6610-500-0050		280.00	
5	EA		Bach trumpet mouthpiece 7C # MP0547C	56.00	280.00

\*\*\*CONTINUED\*\*\*

I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any amount made against this encumbrance; and that if the available funds are from federal grant, contract, or source, this purchase is authorized under the terms of such grant, contract, or source.

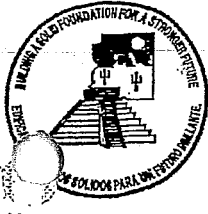
TOTAL

  
 SUPERINTENDENT

OUT OF STATE VENDORS:

We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR



V. N. • V002955

V E N D O R  
 • CASCIO INTERSTATE MUSIC  
 • 13819 W NATIONAL AVE  
 • NEW BERLIN, WI 53151

(800) 462-2263 FAX(800) 529-0382

GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030104	Page 3 of 3
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

S H I P T O  
 • GADSDEN SCHOOL DISTRICT #32  
 • P.O. BOX 6870  
 • 1453 N. MAIN STREET STE. F  
 • SAN LUIS, AZ 85349

VENDOR ACCT#		CONTRACT#	
DATE OF ORDER	DATE REQUIRED	REQUESTOR	REQ #
08/13/14		Martin Peralta SWJH	R015021

QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
5	EA	001-100-1000-6610-500-0050	Back Trumpet trumpet 3D # MP0543D	56.00	280.00
5	EA	001-100-1000-6610-500-0050	Gibraltar Drum Corps high Torque Drum Key # PB569GDCHT	9.48	47.40
		001-100-1000-6610-500-0050		47.40	

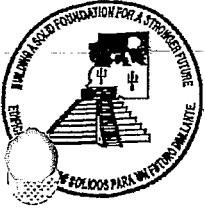
I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any made against this encumbrance; and that if the available funds are from federal grant, ct, or source, this purchase is authorized under the terms of such grant, contract, or source.

**TOTAL** 2,454.38

*[Signature]*  
 SUPERINTENDENT

OUT OF STATE VENDORS:  
 We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR



GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030110	Page 1 of 1
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

V. N. • V002581

V. • MILANO MUSIC CENTER  
 E. • 38 W MAIN ST  
 N. • MESA, AZ 85201  
 O. •  
 R. •

**FAXED AUG 14 2014**

S. • GADSDEN SCHOOL DISTRICT #32  
 H. • P.O. BOX 6870  
 I. • 1453 N. MAIN STREET STE. F  
 P. • SAN LUIS, AZ 85349  
 T. •  
 O. •

(480) 827-1111 FAX(480) 834-8095

VENDOR ACCT#		CONTRACT# 12A-MMC-0418	
DATE OF ORDER	DATE REQUIRED	REQUESTOR	REQ #
08/14/14		Walsher-Desert View	R015090

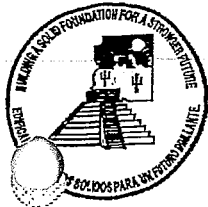
QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
2	EA		Yamaha Power Ltge marching bass drum 20" x 13 white with heads RM-PLB carries MB 6320XWWC	528.96	1,057.92
		610-100-1000-6731-500-0050		1,143.84	
2	EA		Yamaha small quad (8", 10", 12", 13") white power lite marching toms with heads MQL 8023XWWC	873.24	1,746.48
		610-100-1000-6731-500-0050		1,887.07	
4	EA		Yamaha power lite marching snare drum 13" X 11" white with heads RM PLS carrier MS 6313XWWC	409.26	1,637.04
		610-100-1000-6731-500-0050		1,768.82	
			Tax2		358.29

I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any amount made against this encumbrance; and that if the available funds are from federal grant, state, or source, this purchase is authorized under the terms of such grant, contract, or source.

**TOTAL** 4,799.73

*[Signature]*  
 SUPERINTENDENT

OUT OF STATE VENDORS:  
 We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.



GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030109	Page 1 of 1
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

V.  
N. • V002581

V.  
E.  
N.  
D.  
O.  
R.  
• MILANO MUSIC CENTER  
 • 38 W MAIN ST  
 • MESA, AZ 85201

FAXED AUG 14 2014

S.  
H.  
I.  
P.  
T.  
O.  
• GADSDEN SCHOOL DISTRICT #32  
 • P.O. BOX 6870  
 • 1453 N. MAIN STREET STE. F  
 • SAN LUIS, AZ 85349

(480) 827-1111 FAX(480) 834-8095

VENDOR ACCT# CONTRACT# 12A-MMC-0418

DATE OF ORDER	DATE REQUIRED	REQUESTOR	REQ #
08/14/14		Martin Peralta	R015089

QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
3	EA		Brass/Fiberglass Hybrid Sousaphone # 696S	3,633.50	10,900.50
		610-100-1000-6731-500-0050		10,900.50	

I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any made against this encumbrance; and that if the available funds are from federal grant, t, or source, this purchase is authorized under the terms of such grant, contract, or source.

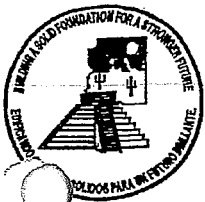
**TOTAL** 10,900.50

*[Signature]*  
 SUPERINTENDENT

**OUT OF STATE VENDORS:**

We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR



GADSDEN SCHOOL DISTRICT #32  
 1453 N Main Street, Suite F  
 P.O. Box 6870  
 San Luis, AZ 85349  
 (928) 627-6540 Fax (928) 627-3635

PURCHASE ORDER	
NUMBER	PAGE #
P030555	Page 1 of 1
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

V. N. V003694

V. INC STANBURY UNIFORMS  
 E. P. O. BOX 100  
 N. 108 STANBURY INDUSTRIAL DRIVE  
 D. BROOKFIELD, MO 64628  
 R.

**FAXED OCT - 2 2014**

S. GADSDEN SCHOOL DISTRICT #32  
 H. P.O. BOX 6870  
 I. 1453 N. MAIN STREET STE. F  
 P. SAN LUIS, AZ 85349  
 T.  
 O.

(800) 826-2246 FAX(660) 258-5781

VENDOR ACCT#		CONTRACT# 10B-STAN-0423			
DATE OF ORDER	DATE REQUIRED	REQUESTOR	REQ #		
10/02/14		Rocio Godoy	R015563		
QUANTITY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
50	EA	610-100-1000-6731-500-0050	Hat -Gaucho white pebble with regular band	27.00	1,350.00
				1,350.00	
50	EA	610-100-1000-6731-500-0050	Coat-poly unconstructed to include 2 emb locations @ 5.00 per location	207.97	10,398.50
				10,398.50	
50	EA	610-100-1000-6731-500-0050	Jumpsuite-poly with/stripe	97.02	4,851.00
				4,851.00	
50	EA	610-100-1000-6731-500-0050	G. cuffs poly	23.08	1,154.00
				1,154.00	
50	EA	610-100-1000-6731-500-0050	Garment bags-200 denierw/imprint	14.00	700.00
				700.00	
50	EA	001-100-1000-6610-500-0050	Hangers	4.25	212.50
				212.50	
<b>TOTAL</b>					<b>18,666.00</b>

I hereby certify under penalties of perjury that the purchase described above is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of any claims made against this encumbrance; and that if the available funds are from federal grant, contract, or source, this purchase is authorized under the terms of such grant, contract, or source.

  
 SUPERINTENDENT

**OUT OF STATE VENDORS:**

We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.

ORIGINATOR

# Lista de invitados de honor



## Marching Band Students

1	AMAYA ADAMARI
2	AMES ISAAC
3	ANDRADE GAEL
4	ANDRADE GIOVANNI
5	ARELLANO GENESIS
6	ATONDO ITZA
7	BECERRA FERNANDO
8	BECERRA RUBEN
9	BECERRA VANESSA
10	BELTRAN PAMELA
11	BORBON HOPE
12	BORGA LUIS
13	BOTELLO ANTHONY
14	BUSTAMANTE SEBASTIAN
15	CAMARILLO ANTHONY
16	CAMARILLO NICOLE
17	CARAVEZ RAUL
18	CARBAJAL FATIMA
19	CARO ALICIA
20	CASTANEDA ALEXA
21	CELAYA ROSELLA
22	CHAIRA RAGDE
23	CORDOVA ALEJANDRO
24	CORONEL LEONARDO
25	CORRALES FERNANDO
26	CORRALES NATALIA
27	CORTEZ CLAUDIA
28	CORTEZ JESUS
29	COVARRUBIAS ALEX
30	CURIEL PAOLO
31	DE LA TORRE DANNA
32	DE LA TORRE ERNESTO
33	DE LA TORRE VICTOR
34	DE LEON CARLOS
35	DE LEON GALILEA

36	DELGADO JESUS
37	DIAZ YEZENIA
38	ENCINAS GEORGETTE
39	ENCINAS JOAQUIN
40	ESCALANTE LORUHAMA
41	ESCAMILLA FRANCISCO
42	ESPINOZA ABIGAIL
43	ESPINOZA JOSUE
44	ESPINOZA KARLA
45	ESTRELLA NINA
46	FIGUEROA GERARDO
47	FLORES ALEXIS
48	FREGOSO GABRIEL
49	GALINDO Yael
50	GAMEZ LEOBARDO
51	GARCIA ADRIAN
52	GARCIA BRENDA VIANEY
53	GARCIA DAMIAN
54	GARCIA FERNANDA
55	GARCIA IVAN DE JESUS
56	GASTELUM JAVIN
57	GONZALEZ JORGE
58	GONZALEZ MICHELLE
59	GUERRERO KARLA
60	HERNANDEZ XCARET
61	HERRERA PAULINA
62	HUGHES VICTOR
63	JUAREZ ANGEL
64	LANDEROS CESAR
65	LARA ANTHONY
66	LEYVA IANNA LAURA
67	LOPEZ ALEXANDRO
68	LOPEZ GAEL
69	LOPEZ OSCAR
70	LOPEZ THANIA

## Marching Band Students

71	LOPEZ VANESSA
72	MACIAS MICHELLE
73	MARTINEZ CRISTIAN
74	MEDINA JENYSSE
75	MENDOZA KARINA
76	MERCADO ANGIE
77	MONRROY KENYA
78	MORENO ALAYN
79	MUNOZ ANDREA
80	NAVARRETE ANDREA
81	NAVARRETE DALILA
82	NAVARRO LAISHA
83	NAVARRO MARIA
84	NORIEGA CESAR
85	NORIEGA EDUARDO
86	NORIEGA PAOLA
87	OCHOA ANGEL
88	OCHOA ISRAEL
89	OROPEZA NAVITH
90	OROZCO JOSELINE
91	PARRA JASON
92	PARTIDA JAILENNE
93	PENA ABRIL
94	PERALTA DANIELA
95	PERALTA NATALIA
96	PEREZ DANNA
97	PEREZ JAIME
98	PESCINA ANGEL
99	PESCINA ARIANA
100	PLANTILLAS ALBERTO
101	REYES ARLYN
102	RIVAS CARLOS
103	RIVAS GERMAN
104	RODRIGUEZ DYLAN
105	RODRIGUEZ LESLIE

106	RODRIGUEZ PAULINA
107	RUIZ SYLVIA
108	SALAZAR ADRIAN
109	SANCHEZ ANA
110	SANCHEZ FERNANDO
111	SANCHEZ JONATHAN
112	SANDOVAL EDGAR
113	SERRANO HECTOR
114	SIQUEIROS BRYAN
115	SOLIS CELSO
116	SONI NITANT
117	SOTELO, BETZABETH
118	TARAZON MARTINA
119	TARAZON RUBEN
120	TIRADO BELINDA
121	VALDEZ IVAN
122	VALENCIA CAROL
123	VARGAS MARCO
124	VERA JOE
125	VIDAL ISAAC
126	VIERA ESTEBAN
127	VIERA FERNANDA
128	VILLA GUILLERMO
129	VILLANUEVA JOSELINE
130	VIRAMONTES WENDY



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. A.

**Meeting Date:** 09/09/2015

**Department Head:** Sonia Cornelio, City Clerk, Office of the City Clerk

**Submitted By:** Sonia Cornelio, City Clerk, Office of the City Clerk

**Action Requested:** Motion  
Public Hearing

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#### ITEM:

Public hearing followed by discussion and possible action on recommendation on the Agent Change, Acquisition of Control and/or Restructure application submitted to the Arizona Department of Liquor Licenses and Control by Anwar Ali Jatoi on behalf of Mehran Company LLC, dba ARCO AM/PM, located at 770 First Avenue, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

- A. Open public hearing
- B. Close public hearing
- C. Action on recommendation of the Agent Change, Acquisition of Control, and/or Restructure application to the Arizona Department of Liquor Licenses and Control for Mehran Company dba ARCO AM/PM

#### SUMMARY:

Mr. Anwar Ali Jatoi submitted an application for Agent Change, Acquisition of Control, and/or Restructure to the Arizona Department of Liquor Licenses & Control. The notice of the application was posted in a conspicuous place at the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. §4-201. The Office of the City Clerk has not received any comments in favor of or against it. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control.

#### RECOMMENDATION / SUGGESTED MOTION:

- A. I MOVE TO OPEN PUBLIC HEARING**
- B. I MOVE TO CLOSE PUBLIC HEARING**
- C. I MOVE TO RECOMMEND APPROVAL OF THE ACQUISITION OF CONTROL APPLICATION ON BEHALF OF MEHRAN COMPANY dba ARCO AM/PM TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL**

**Supporting information not attached to the Agenda Item Review Form:**

N/A

**Document to be Recorded?:** No

N/A

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** NO  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED:** N/A  
**AVAILABLE TO TRANSFER:** N/A  
**ACCOUNT #/REMAINING BALANCE:** N/A  
**FISCAL IMPACT STATEMENT:**  
NONE

---

**Attachments**

ARCO AM/PM

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# NOTICE

## APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: August 11, 2015

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Mayor & Council of the City of San Luis

PLACE 1090 E. Union St. San Luis DATE/TIME September 9, 2015 @ 7:00 pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT

THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

**STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

www.azliquor.gov

(602) 542-5141

## NOTIFICATION TO LOCAL GOVERNING BODY

AGENT CHANGE

ACQUISITION OF CONTROL AND AGENT CHANGE

ACQUISITION OF CONTROL

Liquor License No. 1043564 Application accepted by RS

### A.R.S. § 4-203.F

If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the Director within fifteen business days after such acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the Director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. On request, the director shall conduct a preinvestigation prior to the assignment, sale or transfer of control of a license or licensee, the reasonable costs of which, not to exceed one thousand dollars, shall be borne by the applicant. The preinvestigation shall determine whether the qualifications for licensure as prescribed by this title are met. On receipt of notice of an acquisition of control or request of a preinvestigation, the Director shall forward the notice within fifteen days to the local governing body of the city or town, if the licensed premises is in an incorporated area, or the county, if the licensed premises is in an unincorporated area. **The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control.** Any protest shall be set for a hearing before the Board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition and control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to section 4-202 and this section with respect to capability, reliability and qualification.

RECEIVED

AUG 10 2015

City of San Luis

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: August 11, 2015 Date of Posting Removal: September 2, 2015

Applicant Name: Jatoi Anwar Ali  
Last First Middle

Business Address: 770 1st Avenue San Luis 85349  
Street City Zip

License #: 10143064

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Sonia Cornelio City Clerk 928.341.8520  
Print Name of City/County Official Title Telephone #

[Signature] 9.2.2015  
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



15 JUL 30 Lic. Lic. #1816

State of Arizona  
 Department of Liquor Licenses and Control  
 800 W. Washington 5<sup>th</sup> Floor  
 Phoenix, AZ 85007  
 (602) 542-5141

**APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE**

**NOTE 1:** The fee for an agent change **MUST** be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) **NOTE 2:** The \$100.00 fee for restructure/acquisition of control **MUST** be submitted with this application. (A.R.S. 4-209.A)

**SECTION 1**

Check the appropriate boxes

<input type="checkbox"/> <b>Agent Change</b> Complete Sections 1,2,3,4,6 (See Note 1 on back)	<input checked="" type="checkbox"/> <b>Acquisition of Control</b> Complete Sections 1,2, (3,4 if changing Agent),6	<input type="checkbox"/> <b>Restructure</b> Complete Sections 1,2,(3,4 if changing Agent) ,5,6 (See Note 2 on back)
---	--	--

**SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

1. Name: JATOI ANWAR ALI 10143064  
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #

2. Owner Name: MEHRAN COMPANY LLC Corp File #: L-08935360  
(Exactly as it appears on Liquor License) (If applicable)

3. Business Name: ARCO AM/PM Email: PANHWAR@YAHOO.COM  
(Exactly as it appears on Liquor License)

4. Business Location Address: 770 FIRST AVENUE SAN LUIS YUMA 85349  
(Do not use P.O. Box Number) City COUNTY Zip

5. Is the Business located within the incorporated limits of the above City or Town?  Yes  No

6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  Yes  No If Yes, what City, Town or Tribal Reservation is this Business located in: \_\_\_\_\_

7. Mailing Address: 4128 W. 163rd STREET LAWNDALE CA 90260  
City State Zip

8. Business Phone: 928-627-7717 Daytime Contact Phone 928-304-4742

9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock?  Yes  No  
 If yes, submit a certified copy of minutes.

10. Has there been any change of Controlling Persons?  Yes  No If yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change.

**SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input type="checkbox"/>	PANHWAR	SANI	HUSSAIN	MEMBER	4128 W. 163rd Street	Lawndale, CA	CA	90260
<input checked="" type="checkbox"/>	JATOI	MANSOOR	ALI	MEMBER	7000 S. CALYPSO CT.	TUCSON, AZ	AZ	85756
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>	PANHWAR	SANI	HUSSAIN	51	4128 W. 163rd Street	Lawndale, CA	CA	90260
<input checked="" type="checkbox"/>	JATOI	MANSOOR	ALI	49	7000 S. CALYPSO CT.	TUCSON, AZ	AZ	85756
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? [ ] Yes [ ] No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? [ ] Yes [ ] No
If yes, Name of current Manager: \_\_\_\_\_

Basic Training [ ] Yes [ ] No Management Training [ ] Yes [ ] No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted before your application for Agent Change, Acquisition of Control or Restructure can be submitted.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # 10143064

2. Current Agent Name: JATOI ANWAR ALI
(Exactly as it appears on license) Last First Middle

I, (Print full name) SANI H. PANHWAR, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X (Controlling Person/Existing Agent)

State of \_\_\_\_\_ County of \_\_\_\_\_
The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_

Day of \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [X] YES [ ] NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- [ ] J.T.W.R.O.S.
[ ] INDIVIDUAL
[ ] PARTNERSHIP
[ ] CORPORATION
[X] LIMITED LIABILITY CO.
[ ] MANAGEMENT CO.
[ ] TRIBE
[ ] TRUST
[ ] OTHER (Explain) \_\_\_\_\_

- [ ] J.T.W.R.O.S.
[ ] INDIVIDUAL
[ ] PARTNERSHIP
[ ] CORPORATION
[ ] LIMITED LIABILITY CO.
[ ] MANAGEMENT CO.
[ ] TRIBE
[ ] TRUST
[ ] OTHER (Explain) \_\_\_\_\_

19 JUL 30 11:41 AM '16

SECTION 7 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) SANI HUSSAIN PANHWAR, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X (Controlling Person/Existing Agent)

State of \_\_\_\_\_ County of \_\_\_\_\_
The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_

Day of \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Signature of NOTARY PUBLIC

AMENDMENT

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? [ ] Yes [ ] No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? [ ] Yes [ ] No

If yes, Name of current Manager: Last First Middle

Basic Training [ ] Yes [ ] No

Management Training [ ] Yes [ ] No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted before your application for Agent Change, Acquisition of Control or Restructure can be submitted.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # 10143064

2. Current Agent Name: JATOI ANWAR ALI
(Exactly as it appears on license) Last First Middle

I, (Print full name) SANI H. PANHWAR, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X (Controlling Person/Existing Agent)

State of County of
The foregoing instrument was acknowledged before me this

My commission expires on:

Day of Month Year

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [X] YES [ ] NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- [ ] J.T.W.R.O.S.
[ ] INDIVIDUAL
[ ] PARTNERSHIP
[ ] CORPORATION
[X] LIMITED LIABILITY CO.
[ ] MANAGEMENT CO.
[ ] TRIBE
[ ] TRUST
[ ] OTHER (Explain)

- [ ] J.T.W.R.O.S.
[ ] INDIVIDUAL
[ ] PARTNERSHIP
[ ] CORPORATION
[ ] LIMITED LIABILITY CO.
[ ] MANAGEMENT CO.
[ ] TRIBE
[ ] TRUST
[ ] OTHER (Explain)

SECTION 7 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) SANI H. PANHWAR, hereby declare that I am the APPLICANT filing this application. I have read the application and its contents and all statements are true, correct and complete.

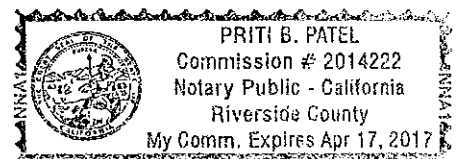
X (Controlling Person/Existing Agent)

State of CALIFORNIA County of RIVERSIDE
The foregoing instrument was acknowledged before me this

My commission expires on: APRIL 17, 2017

20th of JULY, 2015
Day of Month Year

Signature of NOTARY PUBLIC





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. B.

**Meeting Date:** 09/09/2015

**Department Head:** Glenn Gimbut, City Attorney, Attorney's Office

**Submitted By:** Glenn Gimbut, City Attorney, Attorney's Office

**Action Requested:** Resolution

---

### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1110. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving intergovernmental agreement between the City of San Luis, Arizona and the City of Somerton, Arizona, for ambulance billing services. **(Hank Green, Fire Chief)**

### SUMMARY:

The City of San Luis has been approved for a certificate of necessity for the provision of ambulance services. As part of a memorandum of understanding with the City of Somerton, the two cities have agreed that upon San Luis upon receiving such a certificate of necessity, that San Luis would engage Somerton to perform billing services. Attached is the intergovernmental agreement to engage Somerton in accordance with the Memorandum of Understanding.

### RECOMMENDATION / SUGGESTED MOTION:

**I HEREBY MOVE TO ADOPT RESOLUTION NO. 1110, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOMERTON TO PERFORM AMBULANCE BILLING SERVICES.**

### Supporting information not attached to the Agenda Item Review Form:

Attached is proposed Resolution and IGA

**Document to be Recorded?:** Yes

### Department

---

### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** TBD

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** TBD

**BUDGETED:** n/a

**AVAILABLE TO TRANSFER:** n/a

**ACCOUNT #/REMAINING BALANCE:** New funding

### FISCAL IMPACT STATEMENT:

The City of San Luis will pay Somerton from revenues generated from billings for ambulance services.

---

## Attachments

Resolution 1110

Billing Service IGA

Decision-CON 9/9/2015

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# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

RESOLUTION NO. 1110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND THE CITY OF SOMERTON, ARIZONA FOR AMBULANCE BILLING SERVICES

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the City of Somerton for ambulance billing services;

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

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby ratified 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 all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_ day of September, 2015.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Glenn Gimbut  
City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE BILLING SERVICES**

This intergovernmental agreement ("Agreement") dated the \_\_\_\_ day of \_\_\_\_\_, 2015 is made by and between CITY OF SOMERTON, an Arizona Municipal Corporation, operating an ambulance service in southern Yuma County pursuant to a certificate of necessity issued by the Arizona Department of Health Services, ("Billing Center"), and the CITY OF SAN LUIS, an Arizona Municipal Corporation operating an ambulance service within its municipal limits pursuant to a certificate of necessity issued by the Arizona Department of Health Services, ("Provider") for services and joint cooperative action pursuant to the authority of Title 11, Chapter 7, Article 3 of the Arizona Revised Statutes. In consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. Provider Obligations. The Provider will:

- (i) Submit to Billing Center the daily Patient Care Reports (PCRs);
- (ii) Ensure the accuracy and completeness of all PCRs;
- (iii) Provide the Billing Center with complete insurance information for each patient;
- (iv) Submit to Billing Center copies of all patient and/or insurance payment checks;
- (v) Submit to Billing Center copies of all Explanation of Benefits (EOBs); and
- (vi) Submit fee listing and notify Billing Center of all fee changes.
- (vii) Full access to previous records and current billing system infrastructure

2. Payments. All patient and insurance payments will be made directly to Provider via PO Box or Lock Box jointly accessed by Billing Center. Provider will assure submission to the Billing Center copies of patient/insurance payments checks and EOBs.

3. Billing Center Obligations. Billing Center agrees to:

- (i) Process all clean claims within seven business days from receipt to billing center

Manage all aspects of the accounts receivable for Provider.

This shall include but not be limited to submission of all claims to the appropriate insurance Carriers;

- (ii) Posting all receipts to patient accounts;
- (iii) Processing and mailing all Patient Statements;
- (iv) Supply provider with the management reports on/around the 15th of following month;
- (v) Handle all insurance-related mail;
- (vi) Mail all Secondary Claims;
- (vii) Handle all appeals;
- (viii) Handle the follow-up and resubmits of all claims; and

- (viii) Provide collections in a manner in which arrangements have been made and both parties have agreed. Billing Center shall have no liability for any amounts uncollected.

4. Compensation. Provider agrees to pay Billing Center for all services described in this agreement (the "Services") eight percent (8%) of total net dollars posted to the account on a monthly basis.

Terms of Payment. Billing Center will send a statement via mail and e-mail within 5 working days of the 1<sup>st</sup> of each month. Remittance of payment for Services will be on or before the 20<sup>th</sup> day of the month that said statement is received.

5. Term. The term of this Agreement shall be for a period of five years following the date that this agreement has been approved by the Arizona Department of Health Services.

6. Termination Rights.

**A.** Billing Center may terminate this Agreement:

i. Upon a default by the Provider in the payment of monies due and owing to Billing Center if such breach is not cured within fifteen (15) days of notice thereof to the Provider.

ii. Upon the material breach of this Agreement by Provider if such breach is not cured within fifteen (15) days of written notice thereof.

**B.** Provider may terminate this Agreement:

i. Upon the material breach of this Agreement by Billing Center if such breach is not cured within fifteen (15) days of written notice thereof.

7. Liability. Billing Center maintains and operates to ensure the integrity and confidentiality of Provider and patients. Billing Center will assume no responsibility for billing errors outside of data entry mistakes. All necessary HIPPPA and other state and federal patient privacy acts shall be maintained,

8. Arbitration and Default

A. Representatives. To further the cooperation of the parties in implementing this Agreement, Provider and Billing Center each shall designate and appoint a representative to act as a liaison between Provider and Billing Center. The initial representative for the Provider (the "Provider Representative") shall be its Fire Chief and the initial representative for Billing Center (the Billing Center Representative) shall be its Fire Chief. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement. .

B. Arbitration. In the event of any dispute arising between the parties involving this Agreement or any matter relating to the corporation, the parties agree to binding arbitration, to be

conducted pursuant to the Rules of Arbitration utilized in Yuma County, Arizona Superior Court, Local Rule X. Arbitration shall include reasonable attorney fees and costs to the prevailing party.

C. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of fifteen (15) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within fifteen (15) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

#### 9. Conflict of Interest; Representatives Not Individually Liable.

A. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of either Provider or Billing Center shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

B. No Personal Liability. No member, official or employee of Provider or Billing Center shall be personally liable to either party to this agreement, or any successor or assignee, (a) in the event of any default or breach by either party, (b) for any amount which may become due to either party, or (c) pursuant to any obligation of either party under the terms of this Agreement.

#### 10. Miscellaneous Provisions

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

If to San Luis: City Administrator  
P.O. Box 1170  
1090 East Union Street  
City, AZ 85349

If to Somerton: City Administrator  
P.O. Box 638  
110 North State Street

Provider, AZ 85350

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

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

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

D. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

E. Compliance with A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both parties hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

F. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

G. Amendment of the Agreement. This Agreement may be amended, in whole or in part, only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns. The parties shall record the amendment or cancellation in the official records of the Yuma County Recorder. Any future agreements, accords, covenants, extensions, amendments, contracts, or instruments shall be subject to approval of the Arizona Department of Health Services prior to implementation as may be provided by law.

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

I. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action

commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue. This agreement shall be subject to the provisions of A.R.S. §38-511.

J. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the parties execute such agreement amendment or cancellation. Any future agreements, accords, covenants, extensions, amendments, contracts, or instruments shall be subject to approval of the Arizona Department of Health Services prior to implementation as may be provided by law.

K. Attorney’s Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney’s fees and court costs.

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

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

N. Non-Liability of Municipal Officials and Employees Except for mandamus and other special actions, no member, official or employee of either Provider or Billing Center shall be personally liable to either party, or any successor in interest, in the event of any default or breach by either party or for any amount that may become due to either party or successor, or under any obligation under the terms of this Agreement.

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

THE CITY OF SAN LUIS, an Arizona  
Municipal Corporation

THE CITY OF SOMERTON, an Arizona  
Municipal Corporation

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

Attest:

Attest:

By: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of City, Arizona under the laws of the State of Arizona.

Dated this \_\_\_\_ day of \_\_\_\_\_ 200\_\_

---

City Attorney

APPROVAL BY ATTORNEY

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to the City of Provider, Arizona under the laws of the State of Arizona.

Dated this \_\_\_\_ day of \_\_\_\_\_ 200\_\_

---

City Attorney

1 BEFORE THE DIRECTOR OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES

2  
3 In the Matter of:

) Case No.: 2016-EMS-T0003-DHS  
) EMS No. 4039

4  
5 **City of San Luis dba**  
6 **City of San Luis Fire Department**

)  
)  
) DECISION-GRANTED UPON WAIVER-  
) ISSUE AN INITIAL CERTIFICATE OF  
) NECESSITY AND ESTABLISH INITIAL  
) GENERAL PUBLIC RATES

7 Applicant.  
8

9 WHEREAS, pursuant to an application filed on March 18, 2015, City of San Luis dba  
10 City of San Luis Fire Department ("Applicant") requests that the Arizona Department of Health  
11 Services ("Department") issue it an initial Certificate of Necessity ("C.O.N") to operate an  
12 ambulance service in the State of Arizona and establish initial general public rates for Advanced  
13 Life Support ("ALS") and Basic Life Support ("BLS") services in accordance with Arizona  
14 Revised Statutes ("A.R.S.") § 36-2233 and Arizona Administrative Code (A.A.C.) R9-25-902  
15 and R9-25-1101. The Applicant requests the authority to provide ALS and BLS services twenty-  
16 four hours per day, seven days per week.

17 The Department, acting through the Bureau of Emergency Medical Services and Trauma  
18 Systems ("BEMSTS"), is the agency within the State of Arizona empowered to administer a  
19 statewide system of emergency medical services, which includes the certification and regulation  
20 of all levels of emergency medical technicians and the certification and regulation of ambulance  
21 services in Arizona. The Department's authority to consider this application for an initial C.O.N.  
22 and initial general public rates is established under A.R.S. Title 36, Chapter 21.1 (A.R.S. §§ 36-  
23 2201-36-2264), and A.A.C. R9-25-901, *et. seq.* and A.A.C. R9-25-1101 *et seq.* Those statutes  
24 and regulations require that, before an Applicant can operate an ambulance service in Arizona, it  
25 must be granted a C.O.N. by the Director of the Department ("Director").

1           **WHEREAS**, pursuant to A.R.S. §§ 36-2232(A)(1) and (4) and § 36-2234(C) the Director  
2 may determine rates and charges for ambulance services, issue a certificate of necessity and  
3 waive the hearing required by A.R.S. § 36-2234(A) for such actions.

4           **WHEREAS**, notices of proposed action were properly transmitted and published as  
5 allowed by A.R.S. § 36-2234(C), and no timely request for hearing was received by 5:00 p.m.  
6 August 10, 2015.

7           Having considered the request and the record in the matter,

8           **THE DIRECTOR FINDS:**

- 9           A. Per A.A.C. R9-25-902, the Applicant submitted an application for an initial C.O.N.  
10           B. Per A.A.C. R9-25-902(B), the Applicant applied for and is authorized to provide ALS  
11           and BLS services twenty-four hours per day, seven days per week.  
12           C. The Applicant applied for and is approved to provide immediate response transports.  
13           D. The Applicant did not apply for inter-facility and convalescent transports.  
14           E. The Applicant requested and is approved for an initial C.O.N. for the following  
15           service area:

16                   The corporate boundaries of the City of San Luis not limited to a  
17                   specific date including unincorporated islands within the municipal  
18                   boundaries of the City of San Luis.

- 19           F. The Applicant's service area is currently covered by existing certificated ambulance  
20           providers, City of Somerton dba Somerton Fire Department C.O.N. No. 79 and  
21           Rural/Metro (Yuma) C.O.N. No. 65.

- 22           G. The Applicant requested and is approved for an initial C.O.N. with the following  
23           response times:

- 24                   1. Five (5) minutes on ninety (90) percent of all ambulance calls.  
25                   2. Ten (10) minutes on ninety-five (95) percent of all ambulance calls.

1                   3. Twenty (20) minutes on ninety-nine (99) percent of all ambulance calls.

2           H. Per A.A.C. R9-25-902(A)(3)(g), the Applicant will not be offering ambulance  
3           subscription service contracts under A.R.S. §§ 36-2232(A)(1) and 36-2237(B).

4           I. The Applicant requested and is approved for the establishment of the following initial  
5           general public rates and charges.

6           Advanced Life Support Base Rate	\$1205.00
7           Basic Life Support Base Rate	\$1205.00
8           Mileage Rate (Per Loaded Patient Mile)	\$10.85
9           Standby - Waiting Charge (per hour)	NONE
10          Subscription Service	NONE
11          Disposable Supplies, Medical Supplies	Per A.R.S. § 36-2239(D) and
12          and medication, and oxygen related costs	A.A.C. R9-25-1109

13          J. The Applicant provided documents demonstrating that it is fit and proper in regard to  
14          its organizational expertise, integrity, fiscal competence and resources to provide the  
15          services proposed in the application. *See* A.R.S. §§ 36-2233(B)(3) and 36-2201(21).

16          K. The Applicant provided documents demonstrating that there is public necessity for  
17          the services proposed in the application and that such services would be in the  
18          public's best interest. *See* A.R.S. § 36-2233(B)(2) and A.A.C. R9-25-903.

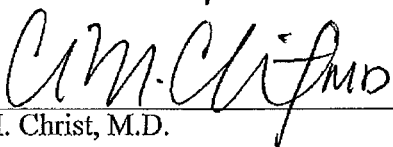
19          L. The Applicant will begin, if it has not already done so, and will thereafter maintain  
20          participation in the collection and submittal of electronic patient care reports  
21          consistent with the BEMSTS' guidelines, clinical guidelines and best practices  
22          guidelines including AZ-PIERS, ST-Elevation Myocardial Infarction ("STEMI")  
23          program, EPIC-TBI, Premier EMS Agency Program ("PEAP") and Save Hearts in  
24          Arizona Registry & Education ("S.H.A.R.E.") programs.

1 M. The Applicant will have at least one (1) manager attend and participate in the  
2 following: the Arizona Emergency Medical Services Council, the Arizona's Western  
3 Regional Council (Arizona Emergency Medical System), and the Arizona Ambulance  
4 Association.

5 N. Details of the Applicant's request for an initial C.O.N. and the establishment of initial  
6 general public rates are open to the public and are contained in its application on file  
7 with the Clerk of the Department, Office of Administrative Counsel and Rules,  
8 Arizona Department of Health Services, 1740 West Adams, Suite 203, Phoenix,  
9 Arizona 85007.

10 **THEREFORE, IT IS HEREBY ORDERED GRANTING** the requested application to  
11 issue an initial Certificate of Necessity and to establish initial general public rates.

12  
13 Dated this 2<sup>nd</sup> day of September, 2015

14  
15   
16 Cara M. Christ, M.D.  
Director

1 ORIGINAL filed on this 3<sup>rd</sup> day of September, 2015, with:  
2 15<sup>th</sup> day of July, 2015 with:

3 Clerk of the Department  
4 Arizona Department of Health Services  
5 1740 W. Adams, Room 203  
6 Phoenix, AZ 85007

7 A COPY of the foregoing sent by certified mail, return receipt requested  
8 this 3<sup>rd</sup> day of September, 2015 to:

9 Hank Green, Fire Chief  
10 CITY OF SAN LUIS dba  
11 CITY OF SAN LUIS FIRE DEPARTMENT  
12 1165 North McCain Avenue  
13 San Luis, Arizona 85349

14 COPIES of the foregoing sent by electronic/interdepartmental/regular mail  
15 this 3<sup>rd</sup> day of September, 2015 to:

16 Hank Green, Fire Chief  
17 CITY OF SAN LUIS dba  
18 CITY OF SAN LUIS FIRE DEPARTMENT  
19 1165 North McCain Avenue  
20 San Luis, Arizona 85349

21 Don Herrington, Assistant Director  
22 ADHS/Public Health Services  
23 150 N. 18<sup>th</sup> Ave., Suite 505  
24 Phoenix, AZ 85007

25 Todd Jaramillo, MHA  
Ambulance Services, Certification, & Enforcement Manager  
ADHS/Bureau of Emergency Medical Services & Trauma System  
150 N. 18<sup>th</sup> Avenue, Suite 540  
Phoenix, Arizona 85007-3248  
Telephone: (602) 364-3165  
FAX: (602) 364-3567

Kevin Ray, Patricia LaMagna,  
and Laura Flores  
Office of the Attorney General  
1275 West Washington  
Phoenix, Arizona 85007

1  
2  
3 ORIGINAL filed on this 3<sup>rd</sup> day of September, 2015, with:

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5 Arizona Department of Health Services  
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Kevin Ray, Patricia LaMagna,  
and Laura Flores  
Office of the Attorney General  
1275 West Washington  
Phoenix, Arizona 85007

1 Debbie Johnson, Director, Vice President, Advocacy  
Arizona Hospital and Healthcare Association  
2 2800 N. Central Avenue, Suite 1450  
3 Phoenix, AZ 85004-1051

4 Victoria Burns  
AHCCCS, MD 6600  
5 P.O. Box 25520  
Phoenix, AZ 85002

6 John P. Karolzak, Vice President of Operations-Arizona  
7 RURAL/METRO CORP. (YUMA)  
222 E. Main Street  
8 Mesa, Arizona 85201

9 Glenn Kasprzyk, General Manager  
10 AMERICAN MEDICAL RESPONSE OF  
MARICOPA, LLC  
11 1099 W. Iron Springs Rd.  
Prescott, AZ 86305

12 Paul De Anda, Fire Chief  
13 City of Somerton dba  
SOMERTON FIRE DEPARTMENT  
14 P.O. Box 638  
Somerton, AZ 85350

15 Steve Irr, Fire Chief  
16 City of Yuma dba  
CITY OF YUMA FIRE DEPARTMENT  
17 One City Plaza  
Yuma, AZ 85364-1436

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. C.

**Meeting Date:** 09/09/2015

**Department Head:** Glenn Gimbut, City Attorney, Attorney's Office

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

**Action Requested:** Motion

Ordinance - 2nd Reading

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### ITEM:

Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 341. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances by adding a new Section 94.20, designated areas for use of tobacco products at City parks and new Subsection 94.99(C) providing a penalty for unlawful use of tobacco products at City parks, and providing for severability. **(Glenn Gimbut, City Attorney)**

A. Approval of Second Reading of Ordinance No. 341 by title only

B. Approval and adoption of Ordinance No. 341

### SUMMARY:

The Mayor has asked the City to consider the adoption of an ordinance regulating the use of tobacco products at City parks. The attached proposed ordinance would ban the use of such products but allow staff to establish designated areas, where deemed appropriate, where such products may be used. A violation would be a civil offense under the City Code.

### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO TO ADOPT SECOND READING OF ORDINANCE NUMBER 341 BY TITLE ONLY**

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NUMBER 341, AN ORDINANCE REGULATING TOBACCO PRODUCTS AT CITY PARKS.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Immaterial

**CITY/STATE/FEDERAL FUNDS:**

City

**TOTAL:**

Immaterial

**BUDGETED:**

No

**AVAILABLE TO TRANSFER:**

No transfer is required

**ACCOUNT #/REMAINING BALANCE:**

N/A

**FISCAL IMPACT STATEMENT:**

There are some costs associated with purchase of "No Smoking" signs as well as police enforcement.

---

**Attachments**

Ordinance No. 341

---



# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 341

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 94, PARKS, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 94.20, DESIGNATED AREAS FOR USE OF TOBACCO PRODUCTS AT CITY PARKS AND NEW SUBSECTION 94.99 (C) PENALTY FOR UNLAWFUL USE OF TOBACCO PRODUCTS AT CITY PARKS; AND PROVIDING FOR SEVERABILITY

WHEREAS, after discussion and consideration of a request by the youth of San Luis that tobacco products be banned from use in city parks, the Council has determined that it was in the best interest of the public's health and safety to ban the use of tobacco products at city parks, except in designated areas determined by staff.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of San Luis Arizona that Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances of the City of San Luis, Arizona, is hereby amended as follows:

Section 1: That a new Section 94.20, Designated Areas for Use of Tobacco Products at City Parks, is hereby added to Chapter 94, Parks, Title IX, General Regulations, of the Code of Ordinances of the City of San Luis, Arizona, as follows:

94.20 Designated Areas for Use of Tobacco Products at City Parks

It shall be unlawful for any person or entity to use tobacco products at city parks other than in areas specifically designated for use of such products. Areas in city parks where the use of tobacco products is allowed shall be determined by staff and such areas will be indicated by the placement of signs where the use of tobacco products shall be allowed.

Section 2: That a new subsection 94.99 (C) creating a penalty for unlawful use of tobacco products is hereby added to Chapter 94, Parks, Title IX, General Regulations, Section 94.99 Penalty, of the Code of Ordinances of the City of San Luis, Arizona, as follows:

(C) *Tobacco products.* A person who violates §94.20 of this chapter is responsible for a civil offense punishable pursuant to §10.99. Each day a violation continues shall be a separate offense punishable as heretofore described.

Section 2: That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
Glenn Gimbut, City Attorney